

AGENDA

Thursday, August 3, 2017 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2017-93

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Presentation of the Women, Infant and Children (WIC) Program in Clackamas County and Recognizing August as World Breastfeeding Month (Lindsey Butler, Public Health)

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

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

Public & Government Affairs

1. Resolution No. _____ Reaffirming Clackamas County as Non-Partisan (Gary Schmidt, Public & Government Affairs)

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

A. Health, Housing & Human Services

1. Approval of an Agency Service Contract with Lifeworks, NW for Assertive Community Treatment – *Behavioral Health*
2. Approval of Intergovernmental Agreement No. 154378 with the State of Oregon, Department of Human Services (DHS), for the Operation of the Job Opportunity & Basic Skills (JOBS) Program – *Community Solutions*

B. Department of Transportation & Development

1. Approval of Amendment No. 2 to the Contract with Parametrix for Engineering Services for the Signal Project at the Carver Intersection of Hwy. 224 & Springwater Rd. - *Procurement*

C. Finance Department

1. Authorization to Purchase Fourteen (14) 2017 Dodge Charges for the Clackamas County Sheriff's Office - *Procurement*

D. Elected Officials

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

E. Department of Disaster Management

1. Approval of an Intergovernmental Agreement with the City of Portland for Purchase and Reimbursement Activities for the FY 2016 US Department of Homeland Security's Urban Area Security Initiative (UASI) Grant Program

F. Business & Community Services

1. Approval of an Allocation Certification Agreement with the Oregon State Marine Board for the Maintenance Assistance Program (MAP) 2017-18 Funding

G. County Counsel

1. Release of an Interest in Land Located Near Molalla in the Vicinity of South Lowe Road
2. Approval of a Settlement Agreement between Wildish Standard Paving, Clackamas County and the Clackamas River Water District Relating to the Carver Bridge Project

V. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of Amendment No. 2 and Renewal No. 3 to the Contract Documents with Richwine Environmental, Inc. for Wastewater Process Engineering and Technical Assistance - *Procurement*
2. Approval of Early Work Amendment No.1 for the Kellogg Creek Water Resource Recovery Facility Improvement Project - *Procurement*

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

August 3, 2017

Board of County Commissioners
Clackamas County

Presentation of the impact of the Women, Infant and Children (WIC) program on
Breastfeeding Mothers: World Breastfeeding Month, August 2017

Purpose/Outcomes	Inform the Board and community members about the impact WIC has on our community, our breastfeeding mothers, infants, and children.
Fiscal Impact	<ul style="list-style-type: none"> • Every \$1.00 spent prenatally on WIC services saves \$1.77- \$3.16 in costs associated with healthcare. • \$2,843,571 of WIC benefits were spent at authorized Clackamas County grocery stores, pharmacies, farm stands, and farmers markets in 2016.
Funding Source	N/A
Duration	The month of August is dedicated to breastfeeding awareness and promotion. Nationally, WIC participates by celebrating World Breastfeeding Week (1 st week of August) and World Breastfeeding Month.
Previous Action	N/A
Strategic Plan Alliance	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Lindsey Butler, Public Health Program Manager, 503-742-5982

BACKGROUND

The Public Health Division of the Health, Housing & Human Services Department presents the impact of the Women, Infants and Children (WIC) program on Breastfeeding Mothers: World Breastfeeding Month, August, 2017. For over 40 years, the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) has been strengthening local communities across America. In Clackamas County WICs services and benefits ensure that children get a strong, healthy start in life.

WIC works by offering nutrition education, community resources, and breastfeeding support. We give our participants access to healthy foods and teach them how to use it to nourish their families. We assist families with support beyond what we can provide by connecting them with a variety of services, they need to be healthy across every facet of their lives. WIC helps moms to breastfeed longer by using a participant-centered approach, helping moms reach their individual breastfeeding goals.

It has been estimated that 13 billion per year in healthcare costs would be saved if 90% of US infants were breastfed exclusively for six months. In Clackamas County, 94% of WIC moms initiate breastfeeding and 42% exclusively breastfeed for 6 months.

Breastfeeding benefits for Mom include a reduced risk of:

- Breast and ovarian cancer
- Type 2 diabetes
- Developing endometrial cancer
- Postpartum depression

Breastfeeding benefits for Baby include a reduced risk of:

- Lower respiratory infections
- SIDS
- Diabetes, Types 1 and 2
- Obesity

Within the US, there is disparity in breastfeeding rates between low-income women and higher-income women. The barriers to breastfeeding include social pressures, a quick return to work after delivery of the baby, lack of facilities to breastfeed or pump in the workplace, and targeted marketing by the infant formula industry. WIC has been successful in supporting low-income women with the initiation of breastfeeding and is leading efforts to increase breastfeeding duration.

Through policy and community action, Clackamas County can help WIC promote breastfeeding as the optimal infant feeding choice for improving population health.

Join WIC in honoring the breastfeeding mothers, infants, and practitioners of the world! Celebrate World Breastfeeding Month with us August 15th from 11am- 6:30pm at the Oregon City WIC office, 999 Library Ct.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services



August 3, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Reaffirming Clackamas County as Non-Partisan

Purpose/Outcome	To affirm the Board of County Commissioners' Clackamas County's value of non-partisanship in its deliberations and determinations.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Ongoing
Previous Board Action/Review	<ul style="list-style-type: none"> • Study Session, June 27, 2017 • Study Session, July 11, 2017
Strategic Plan Alignment	Supports strategic goal to: Build public trust through good government
Contact Person	Gary Schmidt, Public and Government Affairs, 503-742-5908

BACKGROUND:

The Board of County Commissioners is dedicated to respecting the political viewpoints of each other, all residents, and stakeholders. As commissioners are dedicated to achieving results, and recognize that valuable ideas come from across the political spectrum, it is important for the Clackamas County Board to affirm its commitment to respecting different political perspectives in order to best serve the residents of Clackamas County.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached resolution.

Sincerely,

Gary Schmidt, Director
Public and Government Affairs

WHEREAS, the Clackamas County Board of Commissioners are elected to non-partisan seats and commit themselves to respecting each other's political perspectives, those of local, regional, and national elected officials, County residents and stakeholders; and

WHEREAS, Clackamas County is committed to achieving outcomes that improve the safety, health, and prosperity of all who live, work and recreate in Clackamas County; and

WHEREAS, Oregon voter registrations include Non-Affiliated, Independent, Democrat, Republican, Libertarian, Working Families, Pacific Green, Constitution, Progressive, and Americans Elect; and

WHEREAS, the County acknowledges the diverse political views of all persons and believes everyone, no matter what their political affiliation, should be treated with respect regardless of race, color, national origin, immigration or refugee status, ethnicity, primary language, religion, gender, gender identity and expression, sexual orientation, marital status, mental, emotional, and/or physical ability, age, or economic status; and

WHEREAS, County elected officials will work constructively and collaboratively to solve problems that lead to improved outcomes, better assessment and understanding of decisions and issues, thereby creating more effective decision-making; and

WHEREAS, political vitriol, animus, and diatribe are great impediments to the work of the County; and

WHEREAS, good ideas and decisions are derived from diverse political perspectives; and to reject good ideas because of party affiliation is counterproductive to establishing common good.

A Resolution Reaffirming
Clackamas County as Non-Partisan

Resolution No.
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NOW THEREFORE, the Clackamas County Board of Commissioners does hereby resolve as follows:

The Clackamas County Board of Commissioners affirms the value of non-partisanship in its deliberations and determinations, and vows to respectfully take into consideration differing political perspectives on proposed policies.

The Clackamas County Board of Commissioners, elected on a non-partisan basis, will leave partisanship at the door to fully serve all the residents of Clackamas County.

Dated this _____ day of _____, 2017

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

August 3, 2017

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Service Agreement with Lifeworks, NW for
Assertive Community Treatment Programs

Purpose/Outcomes	To provide non-fidelity Assertive Community Treatment programs (ACT) to Clackamas County residents enrolled with Health Share of Oregon for their Oregon Health Plan (OHP) benefits
Dollar Amount and Fiscal Impact	The contract maximum is \$750,000.
Funding Source	Oregon Health Authority - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2018
Previous Board Action	This is the renewal of contract #7778. The previous agreement was approved by the Board of County Commissioners on August 4, 2016 - agenda item 080416-A1
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
Contract No.	8211

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Agreement with Lifeworks NW for providing non-fidelity Assertive Community Treatment programs (ACT) to residents who are eligible members of HealthShare, OHP. The Behavioral Health Division has partnered with Lifeworks NW for behavioral health services since 2005.

This contract is retroactive because of a delay associated with the contractors review and signature. The contract is effective July 1, 2017 and continues through June 30, 2018. Counsel reviewed and approved this agreement on June 29, 2017

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

AGENCY SERVICE CONTRACT

Contract # 8211

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **LIFEWORKS NW** hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide **Non-Fidelity Assertive Community (ACT) services** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2017** and shall terminate **June 30, 2018** unless terminated by one or both parties as provided for in paragraph 6.0 below. This Contract can be amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C, Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum contract payment shall not exceed **\$750,000**

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, should AGENCY fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until AGENCY performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least **six (6) years** or such period as may be required by applicable law, following final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this Contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with

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Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this Contract available to COUNTY upon request.

3.4.2 COUNTY conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements.
AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit D, paragraph 9. Compliance with Applicable Law, attached hereto and incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

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

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.
- iv. These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.

4.4 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

4.5. Tax Laws. The AGENCY represents and warrants that, for a period of no fewer than **six (6) calendar years** preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

5.1 1 Indemnification. AGENCY agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to AGENCY's negligent or willful acts or those of its employees, agents or those under AGENCY's control. AGENCY is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to AGENCY's actions, employees, agents, volunteers, or otherwise with respect to those under its control.

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this contract.

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

5.2 Insurance. COUNTY shall enforce AGENCY compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, AGENCY shall maintain in force, at its own expense, each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury, death and property damage on an "occurrence" form in the amount of **not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate** for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract and personal

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

5.2.2 Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

AGENCY shall obtain at AGENCY expense, and keep in effect during the term of this Contract, **Commercial Automobile Liability** coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall **not be less than \$1,000,000**, or AGENCY shall obtain at AGENCY expense, and keep in effect during the term of the Contract, **Personal Auto Coverage**. The limits shall be no less than **\$250,000/occurrence, \$500,000/aggregate, and \$100,000** property damage.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

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

5.2.4 Additional Insured Provisions. All required insurance, other than Professional Liability, Personal Automobile Insurance and Workers' Compensation, shall include "**Clackamas County, its agents, elected officials, officers, and employees**" and "**the State of Oregon and its officers, employees and agents**" as additional insureds, but only with respect to AGENCY's activities performed under this Contract.

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

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

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this Contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. The **COUNTY and its officers must be named as an additional insured** on the Certificate of Insurance. No Contract shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY **ten (10) days** prior to coverage expiration.

Certificate holder should be:

Clackamas County, 2051 Kaen Road, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically to:

BHContracts@clackamas.us

Or by mail to:

Clackamas County Behavioral Health Division
Atten: Contracts
2051 Kaen Road, Suite 154
Oregon City, OR 97045

5.2.8 Primary Coverage Clarification. AGENCY coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

5.2.9 Cross-Liability Clause. A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Contract.

5.2.10 Waiver of Subrogation. AGENCY agrees to waive their rights of subrogation arising from the work performed under this Contract.

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

5.2.12 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without **sixty (60) days** written notice by the AGENCY to the COUNTY.

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

5.4 Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

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

5.6 Waiver. The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

5.8 Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon

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funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:

5.9.1 AGENCY shall:

- i. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
- ii. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
- iii. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

5.9.3 No person shall be employed for more than **ten (10) hours** in any one day, or more than **forty (40) hours** in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- i. for all overtime in excess of **eight (8) hours** a day or **forty 40 hours** in any one week when the work week is five consecutive days, Monday through Friday;
- ii. for all overtime in excess of **ten (10) hours** in any one day or **forty (40) hours** in any one week when the work week is four consecutive days, Monday through Friday; and
- iii. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of **forty (40) hours** in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.5 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.9.6 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of **\$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit**.

5.10 Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.

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5.11 Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.

5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

6.0 Termination

6.1 Termination Without Cause. This contract may be terminated by mutual consent of both parties, or by either party, upon **ninety (90) days'** notice, in writing or delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this contract effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

6.2.2 The termination, suspension or expiration of the HealthShare Risk Accepting Entity Agreement.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYS with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of this contract. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

Lifeworks NW-ACT

Agency Service Contract # 8211

Page 8 of 32

7.0 Notices

IF TO AGENCY:
Lifeworks NW
14600 NW Cornell Road
Portland, OR 97229

IF TO COUNTY:
Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, #154
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

Exhibit A	Definitions
Exhibit B	Scopes of Work
Exhibit C	Compensation
Exhibit D	Statement of General Conditions
Exhibit E	OHP Required Federal Terms and Conditions

(Signature page follows)

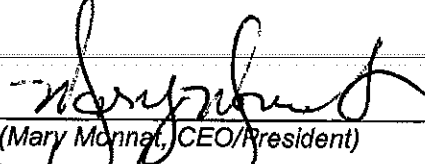
Lifeworks NW-ACT

Agency Service Contract # 8211

Page 9 of 32

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

CASCADIA BEHAVIORAL HEALTHCARE

By: 
(Mary Monnet, CEO/President)

Date 7/17/17

14600 NW Cornell Road
Street Address

Portland, Oregon 97229
City / State / Zip

(503) 645-3581 ext. 2349
Phone / Fax

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas


Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Service Department

Date _____

Approved to Form:


County Counsel

6/29/17
Date

August 3, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #154378 with the
State of Oregon, Department of Human Services (DHS), for the operation
of the Job Opportunity & Basic Skills (JOBS) program

Purpose/Outcomes	This intergovernmental agreement (IGA) provides funding to continue the Job Opportunity and Basic Skills (JOBS) program in the County
Dollar Amount and Fiscal Impact	This IGA is for a total of \$968,814 in revenue for two fiscal years.
Funding Source	State of Oregon Department of Human Services. No County General Funds are involved.
Duration	Effective July 1 st , 2017 and terminates on June 30 th , 2019.
Previous Board Action	The last agreement was approved by the Board of County Commissioners on July 14 th , 2016 (Agenda item # 071416-A1)
Strategic Plan Alignment	1. Provide customized employment services to individuals with barriers to employment, and business partners, so they can obtain and retain meaningful employment through a successful job placement 2. Ensure safe, healthy and secure communities
Contact Person	Lori Mack, phone 503-655-8843
Contract No.	H3S / CSCC 8420

BACKGROUND:

Community Solutions for Clackamas County (CSCC), a division of Health, Housing and Human Services Department, requests the approval of the IGA with the State of Oregon, Department of Human Services Self-Sufficiency program. CSCC will continue responsibility for service management to DHS referred clientele. Agreement requirements include employment plan development; job preparation and placement; transition services; and self-sufficiency services. All contract services are to assist adult clients with employment placement.

This agreement is effective July 1st, 2017 through June 30th, 2019 with a two year revenue amount of \$968,814. This agreement was reviewed by County Counsel on July 18th, 2017. Agreement was received by CSCC from the State on June 29th and immediately sent to County Counsel for review, which is why it didn't make it on the BCC agenda prior to July 1st.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services



Agreement Number 154378

**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 Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Community Solutions for Clackamas County (CSCC)
112 11th Street
Oregon City, OR 97045
Telephone: 503-655-8842
Facsimile: 503-655-8841
E-mail address: mautho@clackamas.or.us**

hereinafter referred to as "Agency."

Work to be performed under this Agreement relates principally to DHS'

**Self-Sufficiency – District 15
315 S Beavercreek Road
Oregon City, OR 97045
Agreement Administrator: Mary Clark or delegate
Telephone: 971-673-7321
Facsimile: 971-673-7831
E-mail address: Mary.S.Clark@state.or.us**

1. Effective Date and Duration.

This Agreement, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice when required or on **July 1, 2017**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2019**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits and attachments which are incorporated into this Agreement:

- (1) Exhibit A: Definitions
- (2) Exhibit B, Part 1: Work Requirements and Standards
- (3) Exhibit B, Part 2: JOBS Services and Components
- (4) Exhibit C: Payments and Financial Requirements
- (5) Exhibit D: Performance Deliverables
- (6) Exhibit E: Budget Summary
- (7) Exhibit F: Special Provisions
- (8) Exhibit G: Standard Terms and Conditions
- (9) Exhibit H: Subcontractor Insurance Requirements
- (10) Exhibit I: Federal Terms and Conditions
- (11) Exhibit J: Subcontractor Provisions
- (12) Exhibit K: JOBS Service Agreement Template
- (12) Attachment 1 Oregon SSP Districts Map

There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit I, Exhibit G, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit A, Exhibit H, Exhibit J, Exhibit K, and Attachment 1.

3. Consideration.

a. The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is **\$968,814.00**. DHS will not pay Agency any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. Interim payments to Agency shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit C, "Payments and Financial Requirements."

c. DHS will only pay for completed Work under this Agreement. For purposes of this Agreement, "Work" means the tasks or services and deliverables accepted by DHS as described in Exhibit B, Part 1, "Work Requirements and Standards" and Part 2, "Service Categories and Components."

4. **Vendor or Sub-Recipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

Agency is a sub-recipient Agency is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.558

5. The Agreement representatives for this Agreement shall be as follows:

a. DHS:

Agreement Administrator: Mary Clark
..... 315 S Beavercreek Road
..... Oregon City, OR 97045
Phone: 971-673-7321
Fax: 971-673-7831
E-mail:..... Mary.S.Clark@state.or.us
District Manager: Jessica Amaya
SSP Program Manager:..... None

b. Agency:

Contact: Maureen Thompson
..... 112 11th Street
..... Oregon City, OR 97045
Phone: 503-655-8842
Fax: 503-655-8841
E-mail:..... mautho@clackamas.or.us

6. Agency Data and Certification.

a. Agency Information. Agency shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Agency Name (exactly as filed with the IRS): Clackamas County

Street address: 2051 Kaen Rd.

City, state, zip code: Oregon City, OR 97045

Email address: maureenho@co.clackamas.or.us

Telephone: (503) 655-8844 Facsimile: (503) 655-8841

Proof of Insurance:

Workers' Compensation Insurance Company: self-insured

Policy #: N/A Expiration Date: N/A

The above information must be provided prior to Agreement execution. Agency shall provide proof of insurance upon request by DHS or DHS designee.

b. Certification. The Agency acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Agency certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Agency further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Agency. Without limiting the generality of the foregoing, by signature on this Agreement, the Agency hereby certifies that:

- (1) The information shown in this Section 5., Agency Data and Certification, is Agency's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (4) Agency is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at <https://www.sam.gov/portal/public/SAM/>; and
 - (5) Agency is not subject to backup withholding because:
 - (a) Agency is exempt from backup withholding;
 - (b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding.
- c. Agency is required to provide its Federal Employer Identification Number (FEIN). By Agency's signature on this Agreement, Agency hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, Agency is also required to provide DHS with the new FEIN within 10 days.

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

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

7. Signatures.

Community Solutions for Clackamas County (CSCC)

By:

Authorized Signature

Printed Name

Title

Date

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

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

/s/ Jeffrey Wahl
Assistant Attorney General

June 21, 2017
Date



Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment No. 2 to the Contract with Parametrix for
Engineering Services on the Carver, Springwater Road and Hwy 224 Signal Project

Purpose/Outcomes	Amendment of a contract for construction engineering design and support services.
Dollar Amount and Fiscal Impact	The original contract value for design services was \$139,232.42. Amendment #1 was for the addition of time. Amendment #2 is for construction services adding \$31,939.00 for a new combined value totaling \$171,171.42
Funding Source	OTIA III interest and SDC's
Duration	The contract term is from contract execution (02/27/2014) through completion of project construction (12/31/2018).
Previous Board Contact	11/06/14: BCC Approval of Cooperative Agreement between Clackamas County, Oregon Department of Transportation (ODOT) and the developers of the Windswept Waters subdivision, to design and construct a temporary signal at the intersection of HWY 224 and Springwater Rd. 03/03/15: BCC Approval of Inter-Governmental Agreement (IGA) between Clackamas County and ODOT for right of way services. 10/22/13: BCC Approval of original contract for Design and Engineering Services with Parametrix engineering.
Strategic Plan Alignment	This work aligns with Performance Clackamas Strategic Plan Priorities "Build a strong infrastructure" and "Ensure safe, healthy and secure communities"
Contact Person	Joel Howie, PE, DTD Engineering, Civil Engineering Supervisor, 503-742-4658.

In response to requests for needed infrastructural improvements, the Clackamas County Department of Transportation and Development (DTD) entered into a Cooperative Agreement with the Oregon Department of Transportation (ODOT) to allow the County to construct a traffic signal at the Carver intersection of Hwy 224 and Springwater Road.

In 2013 the County entered into a contract with Parametrix to provide design, environmental documentation and bidding support. Additional costs have been incurred due to delays in right-of-way negotiations, additional work to conform to updated ADA requirements, writing design exception memorandums and performing Environmental Site Assessments (i.e. geotechnical borings and hazardous materials review).

This proposed Amendment No. 2 in the amount of \$31,939.00 would provide continued design, review and support services to complete the project design and right-of-way acquisition..

This contract amendment has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 416-7432-2101-481200-22194 for fiscal years 2017/2018 and 2018/2019.

RECOMMENDATION:

Staff respectfully recommends that the Board approves and signs this amendment to the original services contract with Parametrix for additional design and engineering services for the Carver, Springwater Road and Hwy 224 Signal Project

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation

Placed on the _____ Agenda by the Purchasing Division.

AMENDMENT #2

**TO THE CONTRACT DOCUMENTS WITH PARAMETRIX INC. FOR THE
CARVER, SPRINGWATER AND HWY 224 SIGNAL PROJECT**

This Amendment #2 is entered into between Parametrix ("Contractor") and the Clackamas County Department of Transportation and Development ("County") and it shall become part of the Contract documents entered into between both parties on October 21, 2013.

The Purpose of the Amendment #2 is to make the following changes to the Contract;

- 1. Section I. **SCOPE** is hereby changed as follows:

The Contract expiration date is hereby changed from December 31, 2018 to **December 31, 2019**. Additional work is required to meet ODOT's revised ADA design requirements. The additional Statement of Work is attached as Attachment "B" and hereby incorporated by reference.

Original Contract Amount	\$ 139,232.42
Amendment #1	Time Extension
Amendment #2	\$ 31,939.00 + Time
Total Amended Contract	\$ 171,171.42

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

By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Parametrix, Inc.
700 NE Multnomah, Suite 1000
Portland OR 97232

Clackamas County Board of County
Commissioners by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

503-233-2400
Telephone/Fax Number

Approved as to Form:

080125-93
Oregon Business Registry #

County Counsel

FBC / Washington
Entity Type / State of Formation

Date

ATTACHMENT "B"

ADDITIONAL WORK

July 3, 2017
Parametrix No. 274-1751-017

Stan Monte
Clackamas County DTD
150 Beavercreek Road
Oregon City, OR 97045

Re: Hwy 224 Signal Project: Amendment #2

Dear Stan:

Please find our scope of work and budget for Amendment #2 for additional work on the Hwy 224 Signal Project. Previously, Amendment #1 (a two year time extension) was executed in November 2016 extending the project to end December 31st, 2018. Amendment #1 did not include any additional budget, however, an additional \$6,254 was transferred to the project management task from the Stormwater Report contingency task.

Since the project began, additional work has been performed utilizing contingency budget that was previously allocated for right of way. When it was determined that ODOT was going to perform right of way, Parametrix provided support for this task in producing Phase I and Phase II ESA testing and reports. The original right of way sub consultant budget was \$13,388, of which \$11,281 was used for the ESA work. The remaining available budget is \$2,107.

Following submittal of the DAP, the retaining wall on the SW corner was removed from the project. There is \$4,700 of unused budget in the geotechnical task for subsurface investigation and report recommendations.

Amendment #2 is requesting the following additional budget:

- Additional work required to meet ODOT's revised ADA design requirements - \$30,600
- Additional project management and oversight associated with the extended design schedule - \$14,400

The effort required to complete the work outlined in Amendment #2 is \$45,000. Utilizing the available budget of \$13,061 in the stormwater, right of way, and geotechnical tasks, the total additional budget requested in Amendment #2 is \$31,939. The original contract amount was \$139,232.42. The revised contract amount is \$171,171.42.

If you have any questions please call me at 503-416-6187 or email me at mpyszka@parametrix.com.

Sincerely,

PARAMETRIX

Michael Pyszka, PE
Project Manager

Amendment #2 budget is \$45,000. The original contract amount was \$139,232.42. The revised contract amount is \$171,171.42.

Amendment #2 is requesting a total additional budget of \$31,939 as follows:

PHASE 1. PROJECT MANAGEMENT AND COORDINATION

The Hwy 224 signal project contract was signed in October 2013, with work beginning the following month in November. The original assumed project duration in the contract scope was 12 months, which would have had the project being complete in December 2014. We are currently 42 months into the project. Depending on how long right of way and construction take, the project is assumed to be complete in July of 2018. Adding an additional 12 months, this results in a total duration of 54 months.

Following submittal of the DAP, the project was delayed while the right of way IGA between the County and ODOT was worked out. Additional delay occurred during property owner negotiations for ESA testing and geotechnical borings. The total delay was approximately 12 months (non-contiguous) in which no work was performed and invoices were held until there was work to bill. Assuming the project is complete in July of 2018, the total time for additional un-scoped project management is 30 months.

- 54 total months – 12 original – 12 delay = 30 months additional project management
- Monthly cost for project account, project coordinator, and project manager oversight is \$480 per month.
- $30 \times \$480 = \$14,400$
- Stormwater budget previously transferred = \$6,254
- Total additional budget to Phase 1 Project Management = $\$14,400 - \$6,254 = \$8,146$.

PHASE 8. FINAL PS&E

Since the time the signal project was started, ODOT has adopted a dramatically different policy towards intersection ramp and crosswalk design in order to meet the requirements set forth in the American with Disabilities Act (ADA). Due to the geometric and adjacent property owner constraints on the signal project, 3 design exceptions were initially anticipated; Superelevation, Grade, and ADA standards. With that, ramp design and access to the pedestrian switches was assumed to be minimal given the site constraints. Following the conclusion of ODOT ADA ramp litigation last winter, the roadway standards were revised necessitating more detailed ramp design. Reconfiguring the ramps to meet ADA standards also affected the roadway geometry, drainage, and paving limits. The number of design exceptions increased to 6; Horizontal Alignment, Superelevation, Grade, ADA Standards (cross slope), Bike Lane Width, and Sidewalk Width.

The original scope estimated a total of 15 sheets. In order to accommodate the ramps and revised design, there are currently 24 sheets. Additional work is also required for the design exception and signal design to current standards.

- Design exception revision from 3 exceptions to 6, additional draft of exception completed for ODOT interim review, address comments and final exception with revised ramp design – 28 hours @ ave \$150/hr = \$4,200.
- New design for up to 8 ramps to meet current design standards, single sheet for each ramp, revise roadway geometry for ramps, revise pole and equipment locations for revised ramps, add additional plan sheets – 22 hours for each ramp @ ave \$150/hr = \$26,400.
- Unused sub consultant budget available - \$2,107 (right of way), \$4,700 (geotech retaining wall).
- Total additional budget to Phase 8 PS&E = $\$4,200 + \$26,400 - \$2,107 - \$4,700 = \$23,739$.

Amendment #2 is requesting a total additional budget of \$31,939 as follows:



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Authorization to Purchase 14 Dodge Chargers for the
Clackamas County Sheriff's Office**

Purpose / Outcome	Approval to purchase Qty. 14 2017 Dodge Chargers for the Clackamas County Sheriff's Office
Dollar Amount and Fiscal Impact	\$355,474.00
Funding Source	Clackamas County Fleet Services 770-7521-00-485510
Duration	August 30, 2017
Previous Board Action/Review	n/a
Strategic Plan Alignment	Replaces older, less reliable patrol vehicles to help with continued public safety.
Contact Person	John Stockham, Fleet Manager, 503-650-3222 Greg Shellans, Deputy Sheriff, 503-655-8294

Background:

The Clackamas County Sheriff's Office has requested that the Clackamas County Fleet Services Division purchase fourteen (14) 2017 V8 (LDEE48) Dodge Charger AWD police patrol vehicles from Withnell Motor Company.

These vehicles will be assigned to the Sheriff's Office Patrol Division and will replace aging Dodge Chargers currently assigned to the patrol division.

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #5553 with the State of Oregon Cooperative Purchasing Agreement Program through Withnell Motor Company. A notice of intent to purchase the fourteen (14) Dodge Charges was issued on July 20, 2017. No comments were received by the time of closing on July 27, 2017.

Recommendation:

Staff recommends the Board of County Commissioners approve this purchase.

Sincerely

Ryan Rice
Clackamas County Procurement

Placed on the Board Agenda of _____ by the Procurement Division.

DRAFT

Approval of Previous Business Meeting Minutes:
June 29, 2017

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, June 29, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Steve Chianello, Beaver Creek – Public safety in his neighborhood – lack of enforcement.
2. Les Poole, Gladstone – transportation funding, Metro Grant relating to Park Ave., trust issues in Salem.
3. Terry Gibson, Jennings Lodge – supports consent agenda item B.2, Metro grant.
4. Bill Wehr, Damascus – concerns regarding Damascus Lane property agreement.
5. Kirk Olson, Lake Oswego – representing Trammel Crow Comp., spoke in support of consent agenda item IV.2

~Board Discussion~

II. PUBLIC HEARINGS (15 Public Hearings relating to Budget)

1. **Resolution No. 2017-67** Adopting the Clackamas County Budget for the 2017-2018 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2017 through June 30, 2018

Diane Padilla, Budget Manager presented the staff report.

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

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the action and adopt the 2017-2018 budget for Clackamas County as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

2. **Resolution No. 2017-68** Adopting Changed Fees for Clackamas County for Fiscal Year 2017-2018

Laurel Butman, County Administration presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve and adopt the changed fees and fines for Clackamas County Fiscal Year 2017-2018 as presented in the Resolution.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

The Board adjourned as the Clackamas County Board of Commissioners and convened as the Enhanced Law Enforcement District on the next item.

Enhanced Law Enforcement District

3. **Resolution No. 2017-69** Adopting the Enhanced Law Enforcement District Budget for the 2017-2018 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2017 through June 30, 2018

Diane Padilla, Budget Manger presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the action and adopt the 2017-2018 budget for the Clackamas County Enhanced Law Enforcement District as presented in the Resolution.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

The Board adjourned as the Enhanced Law Enforcement District and convened as the Clackamas County Extension and 4-H Service District on the next item.

Clackamas County Extension and 4-H Service District

4. **Resolution No. 2017-70** Adopting the Clackamas County Extension and 4-H Service District Budget for the 2017-2018 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2017 through June 30, 2018

Diane Padilla, Budget Manger presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak.

1. Les Poole, Gladstone – spoke in support of the 4-H Service District.

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

MOTION:

Commissioner Schrader: I move we approve the action and adopt the 2017-2018 budget for the Clackamas County Extension and 4-H Service District Budget as presented in the Resolution.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – it passes 5-0.

The Board adjourned as the Extension and 4-H Service District and convened as the Library Service District of Clackamas County on the next item.

Library Service District of Clackamas County

5 **Resolution No. 2017-71** Adopting the Library Service District of Clackamas County 2017-2018 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2017 through June 30, 2018

Laura Zentner, Business and Community Services presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we approve the action and adopt the 2017-2018 budget for the Library Service District of Clackamas County as presented in the Resolution.

Commissioner Fischer: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – it passes 5-0.

The Board adjourned as the Library Service District of Clackamas County and convened as the North Clackamas Parks and Recreation District on the next item.

North Clackamas Parks & Recreation District

6. **Resolution No. 2017-72** Adopting the North Clackamas Parks & Recreation District's 2017-2018 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2017 through June 30, 2018 (Gary Barth)

Scott Archer, North Clackamas Parks & Recreation District presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the action and adopt the 2017-2018 budget for the North Clackamas Parks and Recreation District as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – it passes 5-0.

The Board adjourned as the North Clackamas Parks and Recreation District and convened as the Development Agency on the next item.

Clackamas County Development Agency

7. **Resolution No. 2017-73** Adopting and Appropriating Funds for the 2017-2018 Fiscal Year Budget for the Clackamas County Development Agency

Dave Queener, Development Agency presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

MOTION:

Commissioner Savas: I move we approve the action and adopt the 2017-2018 budget for the Clackamas County Development Agency as presented in the Resolution.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

The Board adjourned as the Development Agency and convened as Service District No. 5 for the next two items.

Service District No. 5, Street Lighting

8. **Resolution No. 2017-74** Adopting and Appropriating Funds for the 2017-2018 FY Budget for Clackamas County Service District No. 5

Wendi Coryell presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we approve the action and adopt the 2017-2018 budget for Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Humberston: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

9. **Resolution No. 2017-75** Setting Rates for Street Lighting Service Charges in Clackamas County Service District No. 5

Wendi Coryell presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move setting rates for Street Lighting Service Charges in Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – it passes 5-0.

The Board will adjourn as Service District No. 5 and convene as the Governing Body for Water Environment Services for the next three items.

Water Environment Services

10. **Resolution No. 2017-76** Adopting and Appropriating Funds for the 2017-2018 FY Budget for Water Environment Services

Greg Geist, Doug Waugh, Water Environment Services presented the staff report.

~Board Discussion~

*Commissioner Savas was excused to attend another meeting.

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the action and adopt the 2017-2018 budget for Water Environment Services as presented in the Resolution.

Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – it passes 4-0.

11. **Board Order No. 2017-77** Amending and Adopting Rates and Charges for Water Environment Services

Greg Geist, Doug Waugh, Water Environment Services presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we amend and adopt the rates and charges for Water Environment Services as presented in the Board Order.

Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – it passes 4-0.

12. **Board Order No. 2017-78** Adopting a Methodology and Establishing a New System Development Charge for Water Environment Services

Greg Geist, Doug Waugh, Water Environment Services presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we Adopting a Methodology and Establishing a New System Development Charge for Water Environment Services as presented in the Board Order.

Commissioner Schrader: Second.
all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – it passes 4-0.

The Board will adjourn as the Governing Body for Water Environment Services and convene as Service District No. 1 for the next three items.

Service District No. 1

13. **Resolution No. 2017-79** Adopting and Appropriating Funds for the 2017-2018 FY Budget for Clackamas County Service District No. 1

Greg Geist, Doug Waugh, Water Environment Services presented the staff report.
Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the action and adopt the 2017-2018 budget for Clackamas County Service District No. 1 as presented in the Resolution.

Commissioner Fischer: Second.
all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – it passes 4-0.

14. **Board Order No. 2017-80** Amending and Adopting Rates and Charges for Clackamas County Service District No. 1

Greg Geist, Doug Waugh, Water Environment Services presented the staff report.
~Board Discussion~
Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we amend and adopt the rates and charges for Clackamas County Service District No. 1 as presented in the Board Order.

Commissioner Fischer: Second.
all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – it passes 4-0.

15. **Board Order No. 2017-81** Establishing New System Development Charges for Clackamas County Service District No. 1

Greg Geist, Doug Waugh, Water Environment Services presented the staff report.
Chair Bernard opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move Establishing New System Development Charges for Clackamas County Service District No. 1 as presented in the Board Order.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – it passes 4-0.

The Board adjourned as Clackamas County Service District No. 1 and re-convened as the Board of County Commissioners for the remainder of the meeting.

~Board Discussion Regarding the Budget Process~
<http://www.clackamas.us/bcc/business.html>

III. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the City of Lake Oswego for Medical Direction for the Lake Oswego Fire Department and Communication Center – *Public Health*
2. Approval of a Renewal Intergovernmental Agreement with Washington County for the Cities Readiness Initiative Program – *Public Health*
3. Approval to Apply for Substance Abuse and Mental Health Services Administration Zero Suicide Grant – *Health Centers*
4. Approval for Renewal of Revenue Intra-Agency Agreement with Clackamas County Community Corrections to Provide Behavioral Health Service to Community Corrections Consumers – *Health Centers*
5. Approval of Amendment No. 1 to the Professional Services Agreement with Folk Time Inc. for Peer Services for the Stewart Community Center and Hilltop Adult Services Center – *Health Centers*
6. Approval of an Intra-Agency Services Agreement with Clackamas County Health Centers Behavioral Health Clinic and Clackamas County Behavioral Health Division for the Transfer of Grant Funds Awarded for Supported Employment Services – *Behavioral Health*
7. Approval of Amendment No. 2 to the Agency Services Contract with Lifeworks NW for Early Assessment and Support Alliance (EASA) Services – *Behavioral Health*

8. Approval of Agency Services Contract Amendment No. 1 with Lifeworks NW for Assertive Community Treatment (ACT) Programs – *Behavioral Health*

B. Department of Transportation & Development

1. **Board Order No. 2017-82** Approving the Solid Waste Management Fee Adjustments
2. **Resolution No. 2017-83** Supporting the Metro 2040 Community Planning and Development Grants for Housing Authority of Clackamas County Hillside Master Plan and Park Avenue Development and Design Standards Project
3. Approval of Supplemental Project Agreement No. 31035 with Oregon Department of Transportation for the Jennings Ave. OR 99E to Oatfield Road Project
4. Approval of Contract Amendment No. 3 to the Professional Services Contract with Clair Company to Provide On-Call Plan Review and Inspections Services - *Procurement*
5. Approval of a Renewal for the Contract with Pac-Green Nursery & Landscape, LLC. for Landscape Maintenance Services for Various Landscape Roadway Areas in Clackamas County - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Contract with Ron Saunders for Commercial/Industrial Consulting Services for the Department of Assessment and Taxation – *Procurement for the County Assessor*
3. Request by the Clackamas County Sheriff's Office for Approval of an Amendment to the Corizon Health Medical Services Contract - *CCSO*

D. Department of Finance

1. Approval of a Fiscal Year 2017-2018 Work and Financial Plan with the US Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services for Predator Management (Trapper)
2. Approval of Contract Amendment No. 4 and Remainder Renewals No. 3 & 4 with Cintas Corporation for Uniform Services for Facilities Management
3. Approval to Use the State of Oregon Contract Documents with TVW, Inc. for Janitorial Services at Various Clackamas County Facilities

E. Community Corrections

1. Approval of an Intergovernmental Agreement with the City of Wilsonville to Provide Work Crew Services for Fiscal Year 2017 - 2018
2. Approval of Intergovernmental Agreement Amendment No. 1 with the City of Happy Valley to Provide Work Crew Services for Fiscal Year 2017-2018
3. Approval of Intergovernmental Agreement Amendment No. 1 with the City of Milwaukie to Provide Work Crew Services for Fiscal Year 2017-2018
4. Approval of Contract Amendment No. 1 and Renewal No. 2 with CODA Inc. to Provide Drug Assessments of Community Corrections Clients at the Transition Center - *Procurement*

F. Business & Community Services

1. Approval of an Amended and Restated Intergovernmental Agreement between Clackamas County, the City of Oregon City, Metro and the State of Oregon to Continue the Public Partnership on the Willamette Falls Legacy Project

G. Juvenile Department

1. Approval of Amendment No. 3 to Contract 931488 with Metro for Juvenile Work Crew Services
2. Approval of an Intergovernmental Agreement with the State of Oregon acting by and through its Oregon Youth Authority for Individualized Services for Youth Offenders and their Families
3. Approval of an Intergovernmental Agreement with the State of Oregon acting by and through its Oregon Youth Authority for Juvenile Crime Prevention Basic Services and Diversion Services

IV. DEVELOPMENT AGENCY

1. Approval of an Amendment to the Intergovernmental Agreement between the Clackamas County Development Agency and North Clackamas School District #12 for Wichita Center for Family and Community Improvements
2. Approval of a Disposition Agreement and Continuing Control Agreement with Trammel Crow Portland Development, Inc.

V. WATER ENVIRONMENT SERVICES

(Including Service District No. 1)

1. Approval of an Amendment to Easement 43139-EA between Oregon Department of State Lands and Clackamas County
2. Approval of a Service Connection Mortgage in the North Clackamas Service Area for Clackamas County Service District No.1
3. **Board Order No. 2017-84** to Create New Accounting Funds for Water Environment Services

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONER COMMUNICATION

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

MEETING ADJOURN – 12:23 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



NANCY S. BUSH
DIRECTOR

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

August 3, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY16 United States

Department of Homeland Security's Urban Area Security Initiative (UASI) grant program

Purpose/Outcomes	The Intergovernmental Agreement between the City of Portland and Clackamas County is to allow Clackamas County and its sub-recipients to purchase and receive reimbursement for approved expenditures under the FY16 UASI grant program.
Dollar Amount and Fiscal Impact	\$2,822,000 of FY16 UASI funds will directly benefit law enforcement, fire, public works and emergency management within the Portland Urban Area in the form of funding equipment and planning. \$673,300 will directly benefit Clackamas County.
Funding Source	The funding source for the FY16 UASI grant is the United States Department of Homeland Security via the Oregon Military Department.
Duration	The agreement is effective from the date both parties have signed and shall end, unless otherwise terminated or extended, on May 30, 2019.
Previous Board Action	The Board of County Commissioners approved the FY15 UASI Intergovernmental Agreement with the City of Portland on November 5, 2015, agenda item C.1.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Contact Person	Nancy Bush, Director – Emergency Management - 655-8665
Contract No.	N/A

BACKGROUND:

The Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, Columbia and Clark County, Washington. In FY15, \$3,000,000 was awarded to the UASI region. \$719,000 of the total directly benefited Clackamas County. The FY16 grant will bring \$2,822,000 to the Portland Urban Area. A minimum of \$673,300 of that total will directly benefit Clackamas County agencies. The County will benefit from UASI-funded regional projects related to training, exercise, and equipment, as well as the continued support of a regional Intelligence Fusion Center. County Counsel has approved this agreement as to form.

RECOMMENDATION:

Staff respectfully recommends the Board approve this agreement.

Respectfully submitted,
Nancy Bush, Director

INTERGOVERNMENTAL AGREEMENT

Between

THE CITY OF PORTLAND, OREGON

And

CLACKAMAS COUNTY, OREGON

THIS IS an Intergovernmental Agreement (IGA) between the City of Portland (“City”) and Clackamas County, Oregon (“Agency”) entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190, for the coordination of activities related to the 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, mitigate, respond to, and recover from acts of terrorism.

Recitals

WHEREAS, the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$2,962,000 in Fiscal Year 2016 to the State of Oregon (“State”), acting by and through the Oregon Military Department, Office of Emergency Management (OEM) for distribution of \$2,822,000 to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #16-170 to the City of Portland, Bureau of Emergency Management (PBEM) for Fiscal Year 2016 in the amount of \$2,822,000, a copy of which is attached to this Agreement and incorporated herein as Attachment 1 and Exhibits A, B, C and D; and

WHEREAS, UASI Grant #16-170 is intended to increase the capabilities of the PUA, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, as well as the Port of Portland and TriMet, to build an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training and exercise events to be grant funded 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 and all other PUA jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the U.S. Department of Homeland Security, UASI Grant CFDA # 97.067, Grant #16-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the Regional Disaster Preparedness Organization (RDPO) is the designated organization in the PUA that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI sub-grants, as specified in the “Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO)”, Attachment 2; and

WHEREAS, the City is entering into agreements with PUA counties and agencies to secure their commitment to follow the City-developed procurement, delivery, reimbursement, and reporting procedures, to ensure their compliance with all terms of the grants, and to obligate them to coordinate with and obtain similar assurances from directly benefiting jurisdictions (i.e., “sub-recipients”) within the respective counties and regional agencies.

NOW, THEREFORE, the Parties agree as follows:

1. The City agrees:

- a) That it is authorized to purchase and distribute equipment, supplies and services which have been approved by the State and, as appropriate, the City may delegate this purchasing authority to the Agency. Such authorization, however, does not guarantee payment for the Agency. The State requires invoicing with the appropriate backup documentation by the Agency, to the City, and compliance with the purchasing rules of the Code of Federal Regulations, any applicable state rules, City purchasing practices and the Agency’s purchasing practices prior to approval of payments.
- b) Because there is no IGA between the City and the sub-recipients of the Agency (if any), the Agency will be the point of contact for all requests

made by its sub-recipients. The Agency will be responsible for submitting all purchase requests on behalf of their sub-recipients to the City.

- c) When the City has purchased goods or services for the Agency or the Agency's sub-recipient, arrangements for delivery will be made between the parties. The Agency or the Agency's sub-recipient shall be the Owner of said goods or services and shall be responsible for complying with all applicable requirements as outlined in the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circulars, the State grant agreement, and this Intergovernmental Agreement.

2. The Agency agrees:

- a) That it has read the award conditions and certifications for UASI Grant #16-170; including Exhibits A, B, C and D and 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 City, as grantee, under those grant documents.
- b) To comply with all City and State financial management 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 and Office of Management and Budget Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - i. Administrative Requirements: 2 CFR 200 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
 - ii. Cost Principles: 2 CFR 200 Subpart E
 - iii. Audit Requirements: 2 CFR 200 Subpart F-Audit Requirements.
- c) To comply with all City and State procurement requirements, including the competitive bid processes as outlined in Portland City Code (PCC) and Oregon Revised Statutes (ORS). A nonexclusive list of code and statutes commonly applicable to procurement include:
 - i. PCC Chapter 5.33 (Goods and Services) and PCC Chapter 5.68 (Professional, Technical and Expert Service Contracts).
 - ii. ORS 279A (Public Contracting – General Provisions) and ORS 279B (Public Contracting – Public Procurements).

- d) That all equipment, supplies, and services procured by the Agency are as described in the approved grant budget documents.
- e) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Agency or the Agency's sub-recipient until disposition takes place. The Agency or the Agency's sub-recipient shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.
- f) That regardless of who the Owner is, all equipment purchased with grant funds will be made available to all eligible regional partners per 44 CFR 13.32(c)(2). All reasonable requests must be met when sufficient notice is given and no reasonable conflict exists. Owners may not charge "rental" fees for equipment, but may seek reimbursement for normal expendables (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, etc., when appropriate.
- g) To comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, the City and the State. To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City with a list of such equipment on a biennial basis, using PBEM's Equipment Inventory Report and completing and returning the report to PBEM on or before June 30th of the reporting year. **The list should include, but is not limited to, status, asset number, funding source, date of purchase, equipment description, serial number, and location where the equipment is housed or stored. Additionally, all equipment must have a sticker affixed that visibly states: "Purchased with funds provided by the U.S Department of Homeland Security."** All requirements for the tracking, monitoring, disposition, and transfer of fixed assets are set forth in 2 CFR 200.313, which can be found here:
http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.1.200&r=PART&ty=HTML#_top

The Agency or the Agency's sub-recipient shall maintain and store all equipment and supplies, provided or purchased, in the manner that will keep it safe, prolong its useful life and be maintained in good working condition at all times.

- h) That any request or invoice it submits for reimbursement of costs will be consistent with the items identified in the approved grant budget documents.
- i) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State

and/or the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

- j) That it will not deviate from the items listed in the approved grant budget documents without first securing written approval from the City.
- k) 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.”
- l) That all financial records, supporting documentation and all other records pertinent to this grant or agreements under this grant shall be retained by the Agency following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit, as established by Federal, State or City retention schedules (whichever is longer). Currently, the City of Portland’s retention requirement for these documents is 10 years. A nonexclusive list of code and statutes commonly applicable to retention include:
 - i. City of Portland Retention Schedules, Section 4808
<http://www.portlandonline.com/auditor/index.cfm?c=27183&a=7949>
 - ii. OAR 166-200-0050(17)
 - iii. 2 CFR 200.333-337
- m) To obtain a copy of 2 CFR 200 Subparts A-F, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal funds but rather 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.
- o) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State and certify that the Agency and any sub-recipients of the Agency are registered with the State as being NIMS compliant.
- p) 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.

- q) To comply with federal guidelines concerning exclusions for contractors by verifying that a contractor is not excluded from receiving federal funds prior to any expenditure made and record of verification is maintained. Currently, verification can be made at the System for Award Management site – www.sam.gov. A copy of this report must be submitted to the City, as part of the documents required for reimbursement requests.
- r) To timely comply with all reporting obligations required by the Grant's terms and the City.
- s) To provide the City with Performance and Program Reports, Financial Reimbursement Reports, Asset / Inventory Reports and Audit Reports when required by the City and in the form required by the City.
 - i. Performance reports are due to the City on a quarterly basis: April 15th, July 15th, October 15th, and January 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
 - ii. Asset / Inventory Reports are due to the City on a biennial basis, on June 30th every two years.
 - iii. Results of the Agency's audit report that complies with 2 CFR 200 are due to the City fifteen (15) days after the Agency's receipt of the report, along with a corrective action plan (if applicable). Agencies expending \$750,000 or more in Federal awards during their fiscal year, are required to have an audit. 2 CFR 200.21 (including Subpart F and Appendix XI audit requirements can be found here: http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.1.200&r=PART&ty=HTML#_top
 - iv. Financial Reimbursement Reports are due 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.
 - v. Per UASI Grant #16-170, Section 5b. Financial Reimbursement Reports, part ii, reimbursement for expenses will be withheld if Performance Reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines as set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City and State. Per UASI Grant #16-170, Section 5b. Financial Reimbursement Reports, part iii, reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement

identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

GSA per diem rates can be found on the GSA website:

<http://www.gsa.gov/portal/content/104877>

The City'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>

- u) To develop a sub-recipient monitoring plan that shall be in compliance with the requirements set forth in the most recent versions of applicable CFR and OMB Circulars.
- v) To maintain a list of all sub-recipients of the Agency, and ensure that the entities on that list are in compliance with the terms of the Grant Agreement, including Attachment 1 and Exhibits A, B, C and D and Attachment 2. The list of sub-recipients shall be made available to the City by the Agency upon execution of this Intergovernmental Agreement, and the Agency shall immediately inform the City of any changes to the list. If the Agency's sub-recipient is a government entity, then the Agency must have an intergovernmental agreement in place with them and a copy of said agreement must be sent to the City.
- w) To comply with all applicable laws, regulations, program guidance and guidelines of the Federal Government, the State of Oregon, and OEM in the performance of this Agreement, including but not limited to those listed in UASI Grant #16-170, Exhibit B, Federal Requirements and Certifications, Exhibit C, Subagreement Insurance Requirements and Exhibit D, Information Required by 2 CFR 200.331(a).

- x) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated upon the end date of the agreement between the City and the State (UASI Grant #16-170), unless otherwise extended by the parties in writing or this IGA is terminated due to failure of one of the Parties to perform.
 4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program and the Agreement between the State and the City.
 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 Agency's failure or inability to comply with the provisions of the grants or the Agreement, the Agency will be liable to the City for the full cost of any equipment, materials, or services provided by the City to the Agency, and for 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. **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 the state of Oregon for the county of Multnomah. 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.
 7. **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.
 8. **Survival.** The terms, conditions, representations and all warranties in this Agreement shall survive the termination or expiration of this Agreement.
 9. **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.

10. Indemnification.

- a. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Agency shall indemnify, defend and hold harmless the City, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from the acts of the Agency, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the Agency from and against all liability, loss and costs arising out of or resulting from the acts of the City, its officers, employees and agents in the performance of this agreement.
- b. The Agency 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, the City, and their officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims
- c. The Agency 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, the City 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.

- 11. Third Party Beneficiaries.** The City and the Agency 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.

12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
13. **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 FY 2016 UASI program grant (Grant #16-170) and that it is the entire agreement between them relative to that grant.
14. **Workers' Compensation.** Each party 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). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Human Trafficking (2 CFR Part 175).** The Agency, employees, contractors and sub-recipients under this Agreement and their respective employees may not:
 - o Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - o Procure a commercial sex act during the period of time the award is in effect; or
 - o Use forced labor in the performance of the subgrant or subgrants under the award.

The Agency must inform the City and OEM immediately of any information the Agency receives from any source alleging a violation of any of the above prohibitions in the terms of this IGA. OEM may terminate Grant #16-170, without penalty, for violation of these provisions. OEM's right to terminate Grant #16-170 unilaterally, without penalty, is in addition to all other remedies under Grant #16-170. The Agency must include these requirements in any subgrant made to public or private entities.

17. **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), 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.

- 18. Subcontracts and Assignment.** Notwithstanding any goods or services the Agency procures using UASI grant funds received under this IGA, neither party will subcontract or assign any part of this agreement without the prior written consent of the other party. Notwithstanding City approval of a subcontractor, the Agency shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Agency hereunder.

City of Portland

Date _____

APPROVED AS TO FORM

Date _____

Attorney

Clackamas County, Oregon

Date _____

APPROVED AS TO FORM

Date _____

Attorney

Attachment 1

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
URBAN AREA SECURITY INITIATIVE**

CFDA # 97.067

CITY OF PORTLAND

\$2,822,000

Grant No: 16-170

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

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **September 15, 2016** and ending, unless otherwise terminated or extended, on **May 30, 2019** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
- 2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Federal Requirements and Certifications

Exhibit C: Subcontractor Insurance

Exhibit D: Information required by 2 CFR 200.331(a)

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

- 3. Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$2,822,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2016 Urban Area Security Initiative (UASI) grant.
- 4. Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
- 5. Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2016 Urban Area Security Initiative program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

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

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Urban Area Security Initiative program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.
- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

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

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

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

- a. **Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **NIMS Compliance.** By accepting FY 2016 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement

and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

c. Audits.

i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$ 750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.

ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

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

a. Subagreements. Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for

contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

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

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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

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

10. Termination

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

11. GENERAL PROVISIONS

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OEM or Subrecipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party

Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any Subrecipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Subrecipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

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

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must

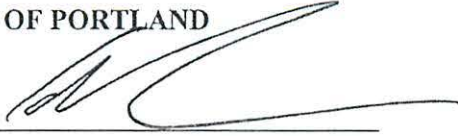
be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

CITY OF PORTLAND

By 

Name RED WHEELER
(printed)

Date 6/15/17

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

APPROVED AS TO FORM

By 
Subrecipient's Legal Counsel
CITY ATTORNEY

Date 9/6/17

Subrecipient Program Contact:

Carmen Merlo
Bureau Director
Portland Bureau of Emergency Management
9911 SE Bush St
Portland, OR 97266
503-823-2691
carmen.merlo@portlandoregon.gov

Subrecipient Fiscal Contact:

Keren Ceballos
Finance Manager
Portland Bureau of Emergency Management
9911 SE Bush St
Portland, OR 97266
503-823-4187
keren.ceballos@portlandoregon.gov

OEM

By 

Matthew T. Marheine
Operations and Preparedness Section Manager, OEM

Date 6/16/17

APPROVAL FOR LEGAL SUFFICIENCY

By Marvin D. Fjordbeck
Senior Assistant Attorney General

Date February 27, 2017

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3661
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

Angela Creasey
Senior Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3316
angela.creasey@state.or.us

Exhibit A
Grant No: 16-170
Subrecipient: City of Portland

I. Project Description

Project Title: Urban Area Security Initiative

This grant supports regional urban area projects selected by the Regional Disaster Preparedness Organization (RDPO) as vital to the regional preparedness, response and recovery efforts.

II. Investments/Projects

Management and Administration	\$ 138,100
Planning - Collaborative and Regional	
• Program Delivery Costs	\$ 129,500
• Regional Staffing	\$ 189,208
• Regional Citizen Corps Programming	\$ 12,780
• Recovery Planning	\$ 240,000
• Hazard Mitigation Public Outreach	\$ 75,000
Training	
• Regional Citizen Corps Training	\$ 48,715
• Tactical Medical Training	\$ 77,159
• USAR Operations Training	\$ 369,947
Exercise	
• Fuel Management Exercise	\$ 50,000
• Shipboard Security Threat & Emergency Response	\$ 100,000
Information Technology	
• Regional Information Sharing Enhancements	\$ 500,000
• MCSO Map-Downlink System	\$ 579,000
• WCSO Video Downlink for Air Support	\$ 55,000
Other Authorized Equipment	
• Misc. CERT Equipment & Supplies	\$ 90,591
• Regional Mass Fatality Morgue Operations &	
• Field Equipment	\$ 167,000
Total	\$2,822,000

EXHIBIT B

Federal Requirements and Certifications

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

II. Specific Requirements and Certifications

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

may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

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

1. **Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
 - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.

2. **Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

- F. Procurement of Recovered Materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and 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 any Federal action concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

ii. **COMMERCIAL GENERAL LIABILITY.**

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

Bodily Injury, Death and Property Damage:

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

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

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

Bodily Injury, Death and Property Damage:

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

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

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

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

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

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): City of Portland
 - (ii) Sub-recipient's DUNS number: 054971197
 - (iii) Federal Award Identification Number (FAIN): EMW-2016-SS-00089-S01
 - (iv) Federal Award Date: September 01, 2016
 - (v) Sub-award Period of Performance Start and End Date: From September 15, 2016 to May 30, 2019
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$2,822,000
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement *: \$3,248,017
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$2,958,536
 - (ix) Federal award project description: The Urban Area Security Initiative Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities in the Portland regional area essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official: Andrew Phelps, Director – Oregon Office of Emergency Management, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: \$6,799,000
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.



Laura Zentner, CPA

Deputy Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building

150 Beaver Creek Road, Oregon City, OR 97045

August 3, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Allocation Certification Agreement with the
Oregon State Marine Board
for Maintenance Assistance Program (MAP) 2017-18 Funding

Purpose/Outcomes	Provides maintenance funding for County Parks' boat ramps and pump out dump station.
Dollar Amount and Fiscal Impact	\$25,350 in funding support, with a minimum of \$16,450 in matching labor/expenditures
Funding Source	Oregon State Marine Board; \$24,000 in state funds and \$1,350 in federal Clean Vessel Act funds.
Duration	July 1, 2017 through June 30, 2018
Previous Board Action	None
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Enhance Park and Forest Health.
Contact Person	Rick Gruen, County Parks & Forest Manager (503) 742-4345

BACKGROUND:

The Oregon State Marine Board (OSMB) provides an annual allocation to Clackamas County Parks in support of the improved boat ramp facilities at Barton, Carver and Hebb parks, and Boones Ferry Marina. State funds support staff labor, material expenditures, and vehicle costs related to maintenance of restrooms, grounds, boater parking lots, docks, and boat ramps. Federal funds are used to support the labor and materials to maintain the boat waste pump-out and dump station at the Boones Ferry Marina ramp. The allocation to Clackamas County Parks for FY 17/18 is \$25,350 with \$16,450 provided by County Parks as match. The Allocation Certification Agreement details the breakdown of funds by site and notes the amount awarded by feature. Due to the \$1,350 in federal Clean Vessel Act Grant support for the pump-out dump station at Boones Ferry Marine, this agreement is being processed as a grant agreement.

The revenue and expenses for the Maintenance Assistance Program have been budgeted in the County Parks 2017-18 budget. The Grant Application Lifecycle Form was submitted to County Administrator, Don Krupp and was signed on June 22, 2016.

RECOMMENDATION:

Staff recommends the Board approve this Allocation Certification Agreement and further authorizes BCS Deputy Director, Laura Zentner, to sign on behalf of the County.

Respectfully submitted,

Laura Zentner, Deputy Director
Business and Community Services

**CLACKAMAS COUNTY
ALLOCATION CERTIFICATION AGREEMENT
MAINTENANCE ASSISTANCE PROGRAM (MAP) 2017-18**

This Maintenance Assistance Program (MAP) Allocation Certification Agreement is entered into by and between the State of Oregon, acting by and through the Oregon State Marine Board, hereinafter called "OSMB" and Clackamas County, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

- I. The Recipient certifies that:
 - A. A budget has been adopted that includes the MAP allocation amount of **\$24,000.00** state funds and **\$1,350.00** federal Clean Vessel Act (CVA) funds for the fiscal year period of July 1, 2017 to June 30, 2018; and
 - B. The attached Site Inventory lists facilities and site elements maintained by the Recipient; and
 - C. MAP and CVA funds will be spent only to maintain improved marine facilities identified in the Site Inventory in accordance with MAP procedures and policies; and
 - D. During the season of use identified on the Site Inventory the facilities will be open and maintained for public use; and
 - E. That the amount of any user fee, identified on the Site Inventory, that is presently charged or will be charged during the fiscal year, includes the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and
 - F. OSMB will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and
 - G. MAP funds will not exceed sixty-percent of the overall maintenance cost of eligible boating facilities; and
 - H. A minimum of **\$16,000.00** matching resources and **\$450.00** vessel waste and floating restroom matching resources will be provided. Matching funds do not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The percentage of shared use has been documented for areas such as restrooms and parking that serve eligible marine facilities and other park uses.
 - I. MAP funds are principally targeted for labor, supplies, or contract services that will be expended at the eligible marine facilities. Expenditures for program administration, supervision, or other general service assessments will be limited to a maximum of fifteen-percent.
 - J. MAP funds will not be expended for capital construction projects or used as match to other grants.
 - K. The Recipient agrees that the MAP Program is designed to supplement funds expended at eligible marine facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on the Site Inventory.
 - L. The Recipient shall immediately notify OSMB of any changes in operation or maintenance practices, fees, season of use, or public access. The Recipient agrees to reimburse OSMB any

MAP funds deemed an overpayment as a result of such changes.

- M. The Recipient agrees to reimburse OSMB any excess MAP funds not expended within the fiscal year that exceed the ten-percent maximum carry forward amount.
- N. The Recipient agrees to provide at the end of the fiscal year an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the Site Inventory and a performance report for any vessel waste collection systems and/or floating restrooms.
- O. The Recipient _____ * have a federally approved indirect rate. If applicable, a copy of the letter from the Federal Agency approving the indirect rate will be provided to OSMB before MAP funds are paid.
- P. The Recipient _____ * receive \$750,000 or more in federal funding from all sources in a fiscal year, requiring submission of a Single Audit report.
 (* Enter 'does' or 'does not' as appropriate.)

II. OSMB certifies that:

- A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved boating facilities and is further authorized under CFR 50 Part 85 to provide federal Clean Vessel Act funds from the U.S. Fish and Wildlife Service for maintenance of vessel waste collection facilities and floating restrooms.
- B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible marine facilities identified on the Site Inventory.

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

OSMB: State of Oregon, acting by and through its Oregon State Marine Board

RECIPIENT: Clackamas County

By: _____
(Signature)

By: _____
(Signature)

By: Scott Brewen
(Printed Name)

By: _____
(Printed Name)

Title: Director

Title: _____

Date: _____

Date: _____

DUNS: _____
(D-U-N-S Registration number)

If you do not have a D-U-N-S number, you will need to request it at <http://fedgov.dnb.com/webform>.

Site Inventory

Maintenance Assistance Program 2017-2018

Recipient: Clackamas County

Site Name: Barton Park				Use Fee: \$2.00	Fee Reduction: 0%	
Funding Source: MAP						
Feature	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Vault Toilet		10	PSO	12	\$1,000.00	\$1,000.00
Portable Toilet		8	P	3	\$400.00	\$400.00
Additional Toilet Stall(s)	1	4	P	3	\$200.00	\$200.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	28	0			\$0.00	\$0.00
Boat Trailer Stalls	31	12	PSO	12	\$1,200.00	\$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Travel		3			\$300.00	\$300.00
MAP Allocation for 9 site elements at Barton Park					Allocation Subtotal:	\$4,900.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$4,900.00

Site Name: Boones Ferry Ramp				Use Fee: \$2.00	Fee Reduction: 0%	
Funding Source: MAP						
Feature	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Portable Toilet		8	PSO	12	\$800.00	\$800.00
Additional Toilet Stall(s)	1	4	PSO	12	\$400.00	\$400.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	27	0			\$0.00	\$0.00
Boat Trailer Stalls	91	24	PSO	12	\$2,400.00	\$2,400.00
Hard Surface Ramp, 2 Lanes		10	PSO	12	\$1,000.00	\$1,000.00
Cantilever Ramp Inspection		10	PSO	12	\$1,000.00	\$1,000.00
Boarding Dock, total linear feet	120	3	PSO	12	\$300.00	\$300.00
Log Debris Boom		2			\$200.00	\$200.00
Travel		3			\$300.00	\$300.00
MAP Allocation for 11 site elements at Boones Ferry Ramp					Allocation Subtotal:	\$7,600.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$7,600.00

Site Name: Boones Ferry Ramp Pump/Dump				Use Fee: \$0.00	Fee Reduction: 0%	
Funding Source: CVA						
Feature	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Pumpout/Dump Station		12	PS	6	\$900.00	\$900.00
Holding Tank		6	PS	6	\$450.00	\$450.00
CVA Allocation for 2 site elements at Boones Ferry Ramp Pump/Dump					Allocation Subtotal:	\$1,350.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					CVA Grant:	\$1,350.00

Site Inventory

Maintenance Assistance Program 2017-2018

Site Name: Carver Ramp		Use Fee: \$2.00			Fee Reduction: 0%	
Funding Source: MAP						
Feature	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Flush Restroom		12	PSO	12	\$1,200.00	\$1,200.00
Portable Toilet		8	P	3	\$400.00	\$400.00
Additional Toilet Stall(s)	1	4	PSO	12	\$400.00	\$400.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	32	0			\$0.00	\$0.00
Boat Trailer Stalls	61	18	PSO	12	\$1,800.00	\$1,800.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Travel		3			\$300.00	\$300.00

MAP Allocation for 9 site elements at Carver Ramp

Allocation Subtotal: \$5,900.00

Fee Adjustment: \$0.00

*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season

MAP Grant: \$5,900.00

Site Name: Hebb Park Ramp		Use Fee: \$2.00			Fee Reduction: 0%	
Funding Source: MAP						
Feature	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Flush Restroom		12	PSO	12	\$1,200.00	\$1,200.00
Additional Toilet Stall(s)	1	4	PSO	12	\$400.00	\$400.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	16	0			\$0.00	\$0.00
Boat Trailer Stalls	37	12	PSO	12	\$1,200.00	\$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Boarding Dock, total linear feet	240	7	PSO	12	\$700.00	\$700.00
Travel		3			\$300.00	\$300.00

MAP Allocation for 9 site elements at Hebb Park Ramp

Allocation Subtotal: \$5,600.00

Fee Adjustment: \$0.00

*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season

MAP Grant: \$5,600.00

Total Grant for Clackamas County (5 sites)

Total Allocation: \$25,350.00



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

August 3, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

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

**Release of an Interest in Land Located Near Molalla
in the Vicinity of South Lowe Road**

Purpose/Outcome	Releasing any interest the County may have to a parcel of land to Stoneplace Apartments Phase 3 LLC
Dollar Amount and Fiscal Impact	None.
Funding Source	Not applicable
Safety Impact	None anticipated
Duration	Indefinitely
Previous Board Action/Review	None
Contact Person	Nate Boderman, 503-655-8364
Strategic Plan Alignment	Build public trust through good government.
Contract No.	None

BACKGROUND:

Stoneplace Storage, LLC, now known as Stoneplace Apartments Phase 3 LLC (“Stoneplace”), is developing property in Molalla, Oregon for the purpose of constructing apartments and other related improvements (the “Project”). One of the number of parcels (“Parcel 1”) which Stoneplace acquired title to in order to complete the Project is adjacent to three of the four sides of the Jackson Family Pioneer Cemetery (“Cemetery”), the most recent deed of record to which was recorded in Book U, at page 233 in 1882 in the real property records of the County (the “Cemetery Deed”). The Cemetery Deed in part conveys the Cemetery to “the public.”

Based on subsequent boundary surveys of record, and as further supported by a recently completed archeological survey, the Cemetery Deed possesses a legal description which incorrectly locates the Cemetery approximately 100 feet too far to the west, thereby encumbering a small portion of Stoneplace's Parcel 1.

The County has never accepted, nor maintained, any of the property described in the Cemetery Deed, a portion of which encumbers Stoneplace's property, as described above. The County Surveyor's office has confirmed that no right of way falls within the legal description of the Cemetery Deed. The Cemetery and the property owned by Stoneplace are located within the boundaries of the City of Molalla.

Stoneplace has requested the County release any interest it may have in Stoneplace's property for purposes of clearing up the title issue created by the incorrect legal description of the Cemetery in the original 1882 Cemetery Deed.

RECOMMENDATION: Staff recommends the Board authorize the Chair to execute the attached Quitclaim deed for purposes of affirming that the County has no property interest in the land currently owned by Stoneplace.

Respectfully submitted,

Nate Boderman
Assistant County Counsel

Attachment: Quitclaim Deed

AFTER RECORDING RETURN TO:

Jordan Ramis PC
Two Centerpointe Dr Ste 600
Lake Oswego OR 97035
(53008-75817 – CLK)

UNTIL A CHANGE IS REQUESTED
SEND TAX STATEMENTS TO:

Stoneplace Apartments Phase 3 LLC
9554 SE Clackamas Rd
Clackamas OR 97038

This space is reserved for recorder's use.

QUITCLAIM DEED

Clackamas County, whose address is 2501 Kaen Rd., Oregon City OR 97045 (“Grantor”), releases and quitclaims to Stoneplace Storage LLC, an Oregon limited liability company now known as Stoneplace Apartments Phase 3 LLC, whose address is 9550 SE Clackamas Road, Clackamas OR 97015 (“Grantee”), all right, title, and interest in and to the following described real property:

See Exhibit A attached hereto and incorporated herein by this reference.

The true consideration for this conveyance is \$-0-; however, the actual consideration consists of other property or value given and received, which is the whole thereof, which includes a release of any liability as may otherwise be assumed by the Grantor to the Grantee arising out of Grantor's execution of this conveyance.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY

**LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF
NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND
195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,
SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2
TO 7, CHAPTER 8, OREGON LAWS 2010.**

DATED this _____ day of _____, 2017.

GRANTOR:

CLACKAMAS COUNTY

By: _____

Name: _____

Title: Chair of the Board of County Commissioners

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of _____, 2017,
by _____ as _____ of Clackamas County.

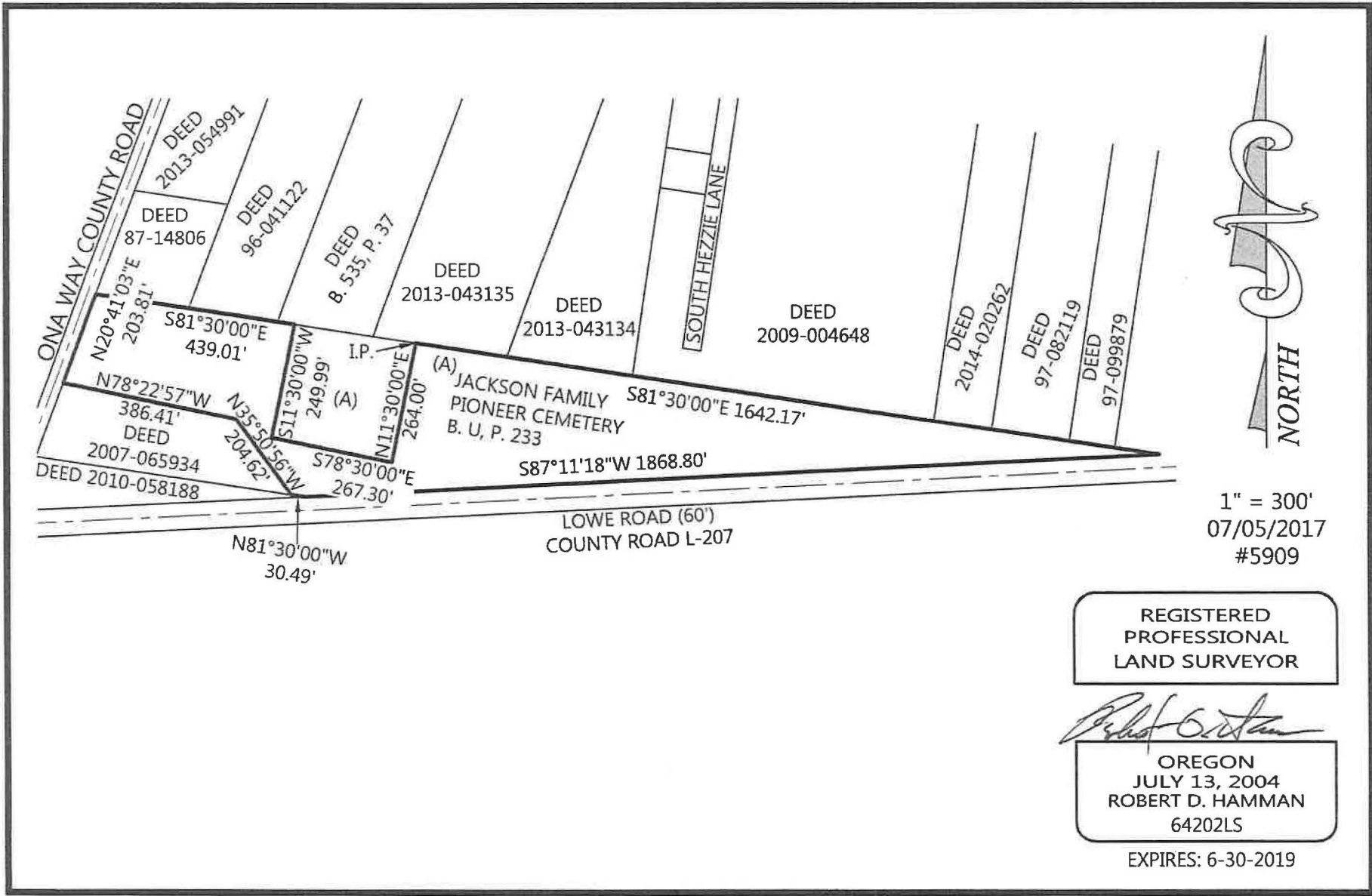
NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A

(Legal Description)

TRACT OF LAND

BEGINNING AT THE INITIAL POINT BEING A 5/8" IRON ROD WITH YELLOW PLASTIC CAP SCRIBED "BUCKEL ASSOC. INC." AT THE NORTHEAST CORNER OF THE ADJOINING JACKSON PIONEER CEMETERY AS RECORDED IN BOOK U PAGE 233, CLACKAMAS COUNTY DEED RECORDS, SAID POINT ALSO BEING A NORTHERLY CORNER OF SUBJECT TRACT DESCRIBED IN DEED DOCUMENT NO. 2013-037239, CLACKAMAS COUNTY DEED RECORDS, IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF MOLALLA, CLACKAMAS COUNTY, OREGON; THENCE ALONG THE CALLED NORTHEASTERLY LINE OF THE TRACT DESCRIBED IN BOOK 498, PAGE 330, CLACKAMAS COUNTY DEED RECORDS SOUTH 81°30' 00" EAST 1642.17 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP SCRIBED "BUCKEL ASSOC. INC." AT THE NORTH RIGHT OF WAY OF LOWE ROAD BEING THE VACATED CALLED RIGHT OF WAY OF THE WILLAMETTE VALLEY SOUTHERN RAILROAD; THENCE ALONG SAID RIGHT OF WAY SOUTH 87°11'18" WEST 1868.80 FEET; THENCE ALONG THE CALLED NORTHEASTERLY LINE OF THE ADJOINING TRACT DESCRIBED IN BOOK 523, PAGE 497, CLACKAMAS COUTNY [SIC] DEED RECORDS NORTH 81°30'00" WEST 30.49 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP SCRIBED "BUCKEL ASSOC. INC.", THENCE LEAVING SAID LINE NORTH 35°50'56" WEST 204.62 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP SCRIBED "BUCKEL ASSOC. INC."; THENCE NORTH 78°22'57" WEST 386.41 FEET TO THE EAST RIGHT OF WAY OF ONA WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 20°41'03" EAST 203.81 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 81°30'00" EAST 439.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP SCRIBED "BUCKEL ASSOC. INC." AT THE NORTHWEST CORNER OF SAID JACKSON PIONEER CEMETERY; THENCE ALONG THE BOUNDARY OF SAID CEMETERY THE FOLLOWING THREE CALLS: SOUTH 11°30'00" WEST 249.99 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP SCRIBED "BUCKEL ASSOC. INC."; SOUTH 78°30'00" EAST 267.30 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP SCRIBED "BUCKEL ASSOC. INC."; NORTH 11°30'00" EAST 264.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.11 ACRES, MORE OR LESS.





OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

August 3, 2017

Board of County Commissioners
 Clackamas County

Members of the Board:

Stephen L. Madkour
 County Counsel

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

Approval of Settlement Agreement between
 Wildish Standard Paving, Clackamas County and the Clackamas River Water District
Relating to the Carver Bridge Project.

Purpose/Outcomes	Approve terms of settlement reached with Wildish Standard Paving and Clackamas River Water District
Dollar Amount and Fiscal Impact	\$250,000
Funding Source	Payment from CRW and DTD Carver Bridge project funds
Duration	Full and Final Settlement
Previous Board Action	The Board was presented with the tentative terms of settlement during an executive session
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Grow a vibrant economy • Build a strong infrastructure • Ensure safe, healthy and secure communities
Contact Person	Stephen L. Madkour, County Counsel
Contract No.	

BACKGROUND:

The County contracted with Wildish Standard Paving to construct the Carver Bridge. The County also contracted with Clackamas River Water District ("CRW") to install a waterline under the bridge as part of the bridge project. The bridge was substantially completed in December 2014 but the waterline has not managed to pass pressure tests.

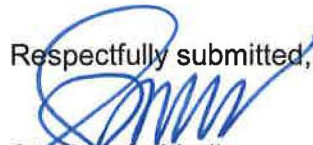
The parties were involved in lengthy negotiations which eventually resulted in Wildish filing suit against the County, and the County in turn asserting claims against CRW and Parametrix, the County's design engineers. The parties continued with numerous mediation sessions and the proposed settlement terms were the outcome of those efforts. The specific terms of the proposed settlement reached between Wildish and the County and the County and CRW are set forth in the

attached settlement Agreement. The proposed settlement does not release the County's claims against Parametrix.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve the terms of this settlement.

Respectfully submitted,



Stephen L. Madkour
County Counsel

Attachment

SETTLEMENT AGREEMENT

In or about April, 2011, Clackamas County ("County") and Wildish Standard Paving Co. ("Wildish") entered into a contract (No. 13350) ("Contract") under which Wildish was to construct the Springwater Road Bridge over the Clackamas River and related improvements ("Project"). The Project included the construction of a waterline ("Waterline"), which the County undertook on behalf of Clackamas River Water ("CRW") pursuant to an intergovernmental agreement ("IGA") dated in or about June, 2011. The Waterline was designed by Parametrix, Inc. under a separate agreement with the County.

During testing, the Waterline failed which prompted an investigation as to the cause. Completion of certain other Project work, such as completion of the bridge approaches, was delayed pending that determination. Eventually, Wildish filed a lawsuit to recover its costs attributable to its investigation of the Waterline failure, among others. The lawsuit is entitled: *Wildish Standard Paving Co. v. Clackamas County v. Parametrix, Inc. and Clackamas River Water*, Clackamas County Circuit Court Case No. 16CV21578 ("Lawsuit"). Subsequently, the County alleged claims in the Lawsuit against both CRW and Parametrix related to the waterline failure and Wildish's claim that a product substitution it had proposed was wrongfully rejected.

After extensive investigation of the Waterline and numerous meetings and mediations, the parties hereto have reached a settlement as follows:

1. Within 30 days of when this Agreement is fully executed, CRW shall pay the County \$250,000. Simultaneously, the County will pay Wildish \$250,000.
2. Upon the payments in Section 1 being made, all the claims in the Lawsuit between or among Wildish, CRW and the County will be dismissed with prejudice and without award of costs or attorney fees. The form of the dismissal is attached as Exhibit A.
3. The Contract shall be deemed terminated in its entirety for convenience. Wildish will have no further obligations under the Contract or for any aspect of the Project. As soon as this Agreement is fully executed, the County shall assume traffic control responsibilities on the Project and Wildish will remove its equipment.
4. The County hereby releases Wildish's performance and retainage bonds for the Project.
5. Wildish and/or its supplier Ferguson will load out CRW's truck(s) with any unused materials for the Project that the County has purchased.
6. The IGA between the County and CRW shall be terminated and the parties shall mutually release each other from any further obligations under the IGA. The County shall relinquish to CRW any and all interest or claims to the materials used in the construction of the Waterline; whether in or above ground. CRW will assume from the County all responsibilities and costs for the completion of the Waterline. CRW shall commence completion of the Waterline in conjunction with its Springwater Waterline project; which is anticipated to be completed in May 2018. The County will use its best efforts to facilitate the completion,

including the provision of permits and easements to the extent reasonably possible. The County will be responsible at its expense for completing the Project, other than the Waterline. With respect to any paving the County may need to undertake to complete the Project, the County shall either complete the paving prior to CRW completing its work on the Waterline or will not attempt to complete its work while CRW is completing the Waterline. The County further agrees not to impose any paving moratoriums which may inhibit CRW's work. If the County has completed its paving scope of work prior to CRW completion of the Waterline, CRW shall restore any pavement affected by CRW's work consistent with the County's paving requirements. The County shall give CRW five days' notice before commencing the Project's approach work/paving. CRW shall make available to the County four sections of pipe to allow the County the opportunity to test connections and the specified gasket and the EBAA recommended gaskets. If CRW requires two or more additional lengths of pipe to complete the project then the County agrees to reimburse CRW for the cost of up to two lengths of pipe. Upon execution of a Right to Entry Permit, CRW will also make reasonable efforts to allow the County and Parametrix the use of the CRW yard to perform this testing. CRW also will allow reasonable non-destructive inspection and testing of the existing pipe line and its components both on the project site and in CRW's yard as may be necessary for the anticipated County/Parametrix litigation, provided that notice of the date and proposed inspection is given to CRW 10 days in advance and its permission, which will not unreasonably be refused, is granted. Any testing shall not unreasonably interfere with CRW's construction of the project.

7. Subject to the terms herein, Wildish hereby generally releases and discharges the County and CRW and their employees, officers, agents, and all those parties for whom they may be responsible for from any and all claims, demands, suits or actions of any kind, whether known or unknown arising out of or related to the Project or the Contract. This release includes without limitation all claims that were or could have been brought in the Litigation. Wildish shall indemnify, defend and hold harmless County and CRW and its employees, officers, agents or all those parties for whom they may be responsible or liable from any claims, demands, suits or actions for additional compensation for materials or labor provided to the Project by or through materials suppliers or subcontractors.

8. Subject to the terms herein, the County hereby generally releases and discharges CRW and their officers, employees, agents and all those parties for whom they may be responsible or liable from any and all claims, demands, suits or actions of any kind, whether known or unknown arising out of or related to the Project or the Contract. This release includes without limitation all claims that were or could have been brought in the Litigation. Additionally, the release of CRW includes without limitation any claims based upon the IGA.

9. Subject to the terms herein, the CRW hereby generally releases and discharges Wildish and the County and their employees, officers, agents and all those parties for whom they may be responsible or liable from any and all claims, demands, suits or actions of any kind, whether known or unknown arising out of or related to the Project or the Contract. This release includes without limitation all claims that were or could have been brought in the Litigation. Additionally, the release of the County includes without limitation any claims based upon the IGA.

10. Subject to the terms herein, the County hereby generally releases and discharges Wildish and their employees, officers, agents, surety, subcontractors and suppliers and all those parties for whom they may be responsible or liable for any and all claims, demands, suits or actions of any kind, whether known or unknown, past, present or future arising out of or related in any way to the Waterline. Notwithstanding the release in Paragraph 11, Wildish's warranty obligations and responsibility for claims arising from or related to latent defects, if any, under the Contract and related to the bridge structure itself are unaffected by this Agreement. For purposes of determining the timeliness of any warranty claim or claim arising from or related to latent defects, the bridge structure is deemed substantially complete on December 15, 2014. The County acknowledges that as of the date of this Agreement, it has no knowledge of any basis for a warranty claim or any claim arising from or related to any latent defect.

11. The parties' claims and rights to the extent such exist are reserved against Parametrix. Nothing in this Agreement is intended to prejudice such rights or claims.

12. The County shall indemnify, defend and hold harmless Wildish and its employees, officers, agents or all those parties for whom they may be responsible or liable from any claims, demands, suits or damages by or through Parametrix.

13. This Agreement is not to be considered a mediation document.

14. In the event any dispute or claims arise out of or related to this Agreement, Mike Scott shall serve as the arbitrator and his decision will be binding and final.

15. This Agreement may be signed in counterparts with electronic or facsimile copies used in lieu of originals.

CLACKAMAS COUNTY

By: _____

Its: _____

Date: _____

Approved as to form:

Stephen L. Madkour
Attorney for Clackamas County

CLACKAMAS RIVER WATER

By: _____

Its: _____

Date: _____

Approved as to form:

Robert C. Muth
Kilmer, Voorhees & Laurick
Attorneys for Clackamas River Water

WILDISH STANDARD PAVING CO.

By: _____

Its: _____

Date: _____

Approved as to form:

Guy A. Randles
Stoel Rives LLP
Attorneys for Wildish Standard Paving Co.



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Amendment #2 / Renewal #3 to the Contract Documents
with Richwine Environmental, Inc.
for Wastewater Process Engineering and Technical Assistance

Purpose/Outcomes	Provide expertise in wastewater process and technical review. Extends the capabilities of existing operations staff for Water Environment Services (“WES”) and provides historical context and knowledge, when requested.
Dollar Amount and Fiscal Impact	Funds for professional engineering services are budgeted in the FY2017-18 budget for WES and will be allocated as specific needs are identified between WES and CCSD#1. The Agreement is for an amount not to exceed \$42,200 which represents a reduction of \$253,800 from previous years’ contracts.
Funding Source	WES and CCSD#1 Funds. No General Funds involved.
Duration	July 1, 2017 to June 30, 2018.
Previous Board Action/Review	<ul style="list-style-type: none"> • Agreement for Process Engineering and Technical Assistance—081414 IV. 1. • Agreement for Wastewater Process Engineering and Technical Assistance—070915 V. 1. • Renewal and Amendment No. 1 to Agreement for Wastewater Process Engineering and Technical Assistant—071416 IV. 1 & 2
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Supports planning and capital delivery in providing a comprehensive plan and infrastructure capacity required to support a minimum of 5 years of projected growth. 2. Supports Clackamas County’s strategic goal of building a strong infrastructure.
Contact Person	Lynne Chicoine, Capital Program Manager – WES – 503-742-4559

BACKGROUND:

On August 14th, 2014, the Clackamas County Board of County Commissioners (“BCC”) approved a one year agreement with the option to renew for up to four (4) years between Clackamas County Service District No.1, Tri-City Service District (“Districts”), and Richwine Environmental, Inc. (“REI”) for process engineering and technical support services to supplement engineering staff for capital projects.

On July 14, 2016, the BCC approved a renewal of one year for a total contract value not to exceed \$300,000.00. At this time, Districts assured the BCC the intention was to draw down services after the addition of new engineering staff.

In accordance with those assurances, Districts hired a Planning Engineer (Capital Program Manager) and, in 2017, hired an additional engineering supervisor.

Districts now wish to amend the contract to:

- Renew contract for an additional one year to June 30, 2018;
- Revise scope to reflect reduction in work; and,
- Reduce costs reflecting Districts' commitment to draw down use of these services by consultants and utilize current capital program staff.

REI has the necessary experience in: wastewater treatment operations; familiarity with CCSD#1 and WES infrastructure; current wastewater permitting requirements; process engineering support, including coordination with facility operations staff; review and synthesis of analytical data related to plant operations for regulatory compliance.

This Amendment #2 / Renewal #3 has been reviewed and approved by County Counsel.

RECOMMENDATION:

WES staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Amendment #3 to the Contract Documents between Clackamas County Service District No. 1 and Water Environment Services for Wastewater Process Engineering and Technical Assistance for an amount not to exceed \$46,200.00, to be split proportionately between WES and CCSD#1.

Respectfully submitted,

Greg Geist
Director, Water Environment Services

Placed on the _____ agenda by Procurement.

AMENDMENT #2 / RENEWAL #3

**TO THE CONTRACT DOCUMENTS WITH RICHWINE ENVIRONMENTAL INC FOR
WASTEWATER PROCESS ENGINEERING AND TECHNICAL ASSISTANCE**

This Amendment #2 / Renewal #3 is entered into between Richwine Environmental Inc. (“Contractor”), and Water Environmental Services and Clackamas County Service District No. 1 (collectively, “District”) and it shall become part of the Contract documents entered into between both parties on August 21, 2014.

The Purpose of the Amendment #2 / Renewal #3 is to make the following changes to the Contract:

1. ARTICLE 1 – SERVICES OF THE ENGINEER is Amended as follows:

The Engineer agrees to perform, in accordance with applicable District, local, state and federal laws, statues, ordinances, rules and regulations, professional service in connection with the Project as updated and defined in the **Scope of Services 2017-2018**, attached and hereby incorporated by reference.

2. ARTICLE 3 – ENGINEER’S RESPONSIBILITIES, ITEM 3.5 is hereby deleted in its entirety and replaced with the following:

3.5 Engineer’s Project Manager
The Engineer shall assign Dale Richwine to do the work; no change to personnel will be allowed.

3. ARTICLE 4 – AUTHORIZATION, SCHEDULES AND COMPLETION, ITEM 4.3 is Amended as follows:

Replace the District’s Project Manager from Michael Trent to Lynne Chicoine.

4. ARTICLE 5 – PAYMENTS TO ENGINEER, ITEM 5.1.1 is hereby deleted in its entirety and replaced with the following:

The total not to exceed amount under this Agreement is **\$46,200.00** (“Maximum Amount”), for work performed during the term of July 1, 2017 through June 30, 2018. Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the District’s.

Original Contract Amount	\$ 300,000.00
Renewal #1	\$ 300,000.00
Amendment #1 / Renewal #2	\$ 300,000.00
<u>Amendment #2 / Renewal #3</u>	<u>\$ 46,200.00</u>
Total Amended Contract	\$ 946,200.00

5. ARTICLE 6 – GENERAL CONDITIONS, ITEM 6.9 is Amended as follows:

6.9 Notice

If to the District: Replace ATTN: Michael Trent with ATTN: Lynne Chicoine.

To the extent that any work was performed after the expiration of the previous term of this Agreement, but prior to the effective date of this Amendment, the parties hereby ratify such work.

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

By signature below, the parties agree to this Amendment #2 / Renewal #3, effective upon the date of the last signature below.

Richwine Environmental, Inc.
16360 NW Paisley Drive
Beaverton, OR 97006

Clackamas County Service District No. 1:

Chair

Authorized Signature

Recording Secretary

Name / Title (Printed)

Date

Date

Water Environment Services:

Telephone/Fax Number

Chair

613371-93

Oregon Business Registry #

Recording Secretary

DBC / Oregon

Entity Type / State of Formation

Date

Approved as to Form:

County Counsel

Date

Process Engineering Scope of Services 2017-2018

BACKGROUND

Richwine Environmental, Inc. (“REI”) was selected through an open proposal process to provide process engineering services to Clackamas County Service District No. 1 (“CCSD#1”) and Water Environment Services (“WES”), also known as Districts (“Districts”) collectively. The selection was for a 5-year period with an annual renewal requiring Commissioner approval. Services to support operations will be directed by the WES Technical Division Manager for Operations and services to support capital projects will be directed by the Districts’ Technical Division Manager for the Capital Programs. This scope of services provides the description of tasks and the budget allocations for the tracking of process engineering services. All estimated level of efforts is for the period between **July 1, 2017 and through June 30, 2018.**

TASK 1: CCSD#1 PROCESS SUPPORT

Task 1.1 Process Support

REI will provide process support assisting in troubleshooting for the Kellogg Creek WRRF, Hoodland WTF, and Boring WTF. Support will be provided as requested by the Division Manager for Operations.

Estimated Level of Effort:

- 50 hours
- \$ 11,000

TASK 2: WES PROCESS SUPPORT

Task 2.1 Process Support

REI will provide process support assisting in troubleshooting for the Tri-City WRRF. Support will be provided as requested by the Division Manager for Operations.

Estimated Level of Effort:

- 100 hours
- \$ 22,000

TASK 3: CAPITAL PROJECT SUPPORT

Districts are currently implementing a number of capital projects to provide upgrades and improvements to the treatment plants.

Task 3.1: Kellogg Creek Improvement Project

Districts have Brown and Caldwell under contract to design and work with a CM/GC contractor to provide improvements to the Kellogg Creek WRRF. REI will provide process support to Districts’ project manager and O&M staff for construction

sequencing planning and process modifications required during construction. Support will be provided as requested by the project manager.

Estimated Level of Effort:

- 32 hours
- \$ 7040 (CCSD#1)

Task 3.2: Collection System Master Plan

Districts are currently working with CH2M on the development of a Master Plan for the CCSD#1 and WES service areas. REI will provide review and comment on report submittals as requested by the project manager.

Estimated Level of Effort:

- 16 hours
- \$1760 (CCSD#1 @ 50%)
- \$1760 (WES @ 50%)

TASK 4 – PROJECT MANAGEMENT

Time will be required to account for the time spent on each of the separate tasks and to provide multiple monthly invoices to each specific project.

Task 4.1: CCSD#1 Project Management

Project Management for CCSD#1.

Estimated Level of Effort

- 6 hours
- \$1320 (CCSD#1)

Task 4.2: WES Project Management

Project Management for WES.

Estimated Level of Effort

- 6 hours
- \$1320 (WES)

LABOR RATES AND INSURANCE

REI carries complete errors and omissions and commercial liability insurance. Clackamas County Service District #1 and Water Environment Services will be named as a co-insured and will receive a Certificate of Insurance. Labor rates for REI services are summarized below.

Hourly Labor Rates of Staff

REI will provide services at an hourly labor rate. Compensation for the services of R. Dale Richwine shall be at the rate of \$220.00 per hour through June 30, 2018.

Policy of Billing for Travel

Travel costs within the Portland area are incorporated into the hourly rate. Project related travel costs associated with travel outside of the Portland area shall be the cost of auto mileage from the home office at the vehicle usage rate designated by the IRS, which is \$0.535 per mile for 2017. Other travel related costs such as lodging, transportation and meals shall also be reimbursed at cost.

Overhead, Support and Administrative Charges

Overhead fees are included in the labor rates. These fees include the costs of office overhead such as computer usage, local and long distance phone, fax, routine copy charges and office related costs that are part of the normal business routine.

Project specific costs that are performed outside of the normal office routine or by an outside vendor such as report reproduction, CAD charges and other project specific costs directly related to the project shall be reimbursed at cost.

Description of Managerial Costs

Time for project management will be budgeted and billed to the project for the tasks performed. There will be no charges for management staff or administrative staff not specifically performing direct meaningful work on a project.

Insurance

Richwine Environmental, Inc. maintains Professional Liability insurance covering errors and omissions; Commercial General Liability insurance covering claims for injuries to members of the public arising out of any covered negligent acts or omission; and, Comprehensive Automobile and Vehicle Liability insurance covering claims for injuries to members of the public arising from the use of motor vehicles.



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Early Work Amendment No. 1
for the Kellogg Creek Water Resource Recovery Facility Improvements Project

Purpose/Outcomes	Approval of Early Work Amendment No.1 (EWA #1) required to facilitate and accelerate procurement of long-lead time equipment and early construction activities while the project team is concurrently developing a guaranteed maximum price (GMP) for the remainder of the project. The Board will authorize expenditure of the GMP at a later date.
Dollar Amount and Fiscal Impact	Funds for the Kellogg Creek Water Resource Recovery Facility Improvements Project are budgeted in the FY 2016-17 budget and are budgeted in FY 2017-18 for an amount not-to-exceed \$4,355,697.44.
Funding Source	Clackamas County Service District No.1 FY 2016-17 Annual Budget, and are budgeted in the FY 2017-18 budget. No General Funds are impacted.
Duration	July 2017 to June 2019
Previous Board Action/Review	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide partner communities with reliable wastewater infrastructure to serve existing customers and support future growth. 2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.
Contact Person	Greg Geist, Director – Water Environment Services – 503-742-4560

BACKGROUND:

The 40-year-old Kellogg Creek Water Resource Recovery Facility (“WRRF”) is in urgent need of rehabilitation and upgrades. This work was delayed while Clackamas County Service District #1 (“District”) evaluated whether or not the plant would continue operations or be decommissioned. The WRRF will continue operations, and therefore, is in need of repair and refurbishment to bring it up to full operational capabilities.

The refurbishment of WRRF encompasses 11 distinct project elements. Early Work Amendment #1 (“EWA #1”) include a portion of the projects, specifically:

- RAS Pump Station Improvements including pumps and piping
- Purchase and installation of Process Air Blowers
- Purchase and temporary installation of electrical distribution equipment
- Purchase and installation of Aeration Basin Zone 2 covers
- Purchase and installation of Odor Control Biofilter media

The Kellogg Creek WRRF improvements Project is being delivered under a single construction contract employing the Construction Manager/General Contractor ("CM/GC") delivery method which will include procurement of all materials, equipment, and labor. EWA#1 addresses elements considered to be critical to reliable operation of the facility. Procurement of long lead equipment items and authorizing early construction activities to install them are necessary to minimize the risk of process failure and should not be delayed while developing a final GMP.

The construction cost estimate for EWA #1 was developed by the District's Design Engineering Consultant and is the engineer's estimate of the critical long lead equipment items and early labor costs associated with the high risk elements of the project.

Slayden Constructors, Inc. have completed the bidding process for Early Work Amendment No. 1 and have submitted their proposal for an amount not-to-exceed \$4,355,697.44. The District's engineering design consultant and District staff have reviewed the bids and agree with the not-to-exceed amount.

This amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

For these reasons, District staff recommends that the Board of County Commissioners, acting as the governing body of Clackamas County Service District No.1, approve Early Work Amendment No. 1 for the Kellogg Creek Water Resource Recovery Facility Improvement Project for a not-to-exceed contract value of \$4,355,697.44.

Respectfully submitted,



George Marlton for
Greg Geist, Director
Water Environment Services

Placed on the _____ agenda by Procurement.

CONSTRUCTION MANAGER/ GENERAL CONTRACTOR AGREEMENT
EARLY WORK AMENDMENT #1

This Early Work Amendment #1 (“EWA #1”) to the Construction Manager/General Contractor Agreement with an effective date of December 1, 2016 (“Agreement”) entered into between Clackamas County Service District No. 1, a county service district formed pursuant to ORS Chapter 451 (“District”), and Slayden Constructors, Inc., an Oregon corporation (“Contractor”).

1. **Purpose.** The purpose of this EWA #1 is to authorize Contractor to provide all necessary Construction Services pursuant to Article 6 of the Agreement for the Early Work specifically outlined herein.
2. **Early Work Price.** Contractor shall be compensated on a time and material fee basis with a not to exceed price of \$4,355,697.44. Contractor shall be compensated at the agreed upon labor rates in Amendment #1 to the Agreement and the allowable Contractor’s fee as outlined in Article 8 of the Agreement.
3. **Bond Requirements.** In accordance with Article 16.10, Contractor shall provide a performance bond and payment security bond in the amount of the authorized Early Work Price in Paragraph 2 above. Such bonds shall be provided on the forms in Exhibit 1, attached and hereby incorporated by reference.
4. **Authorized Construction Services.** Contractor shall provide all necessary Construction Services to complete the work outlined in the following documents, including the following revisions to the Specifications and Drawings, attached and hereby incorporated by reference:
 - 4.1. Early Work Amendment – Specifications - Volume 1 dated May 2017 (Exhibit 2)
 - 4.1.1. Revision #1 dated July 2017 (Exhibit 3)
 - 4.2. Early Work Amendment – Drawings - Volume 2 dated May 2017 (Exhibit 4)
 - 4.2.1. Revision #1 dated July 2017 (Exhibit 5)
 - 4.3. Amendment #1 to the Agreement is applicable to this EWA #1.
 - 4.4. Contractor Early Work Amendment Proposal dated July 24, 2017 (“Proposal”)(Exhibit 6). This Proposal is not intended to modify any of the existing terms and conditions of the Agreement, including, but not limited to, agreed upon fees and markups. To the extent that there is a conflict between the Proposal and the Agreement, the Agreement terms shall control.
5. **EWA #1 Contract Times.** Contractor shall complete all EWA #1 Construction Services by the following Contract Times:
 - 5.1. Anticipated Notice to Proceed: August 3, 2017
 - 5.2. Substantial Completion: June 30, 2018
 - 5.3. Final Completion: July 31, 2018
6. **Liquidated Damages.** In accordance with Article 5.03 of the Agreement, time is of the essence for the completion of the Construction Services by the Contract Times outlined in Paragraph 5 above. Failure of Contractor to meet those Contract Times shall subject Contractor to the liquidated damages outlined in Article 5.03 of the Agreement.
7. **Insurance Certificates.** In accordance with Article 6 of the Supplemental Conditions and General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and Clackamas County Service District No. 1 as additional insureds. Insurance certificates may be returned with the signed Contract or may emailed to Procurement@clackamas.us.

8. Applicability of Agreement Terms and Conditions. All other terms in the Agreement remain in full force and effect.

By signature below, the parties hereby agree to this EWA #1.

Slayden Constructors, Inc.

Clackamas County Service District No. 1

Signature

Date

Chair

Date

Name / Title Printed

Recording Secretary

Date

Approved as to Form

County Counsel

Date