



October 11, 2018

Board of County Commissioners

Clackamas County

Members of the Board:

An amendment to Schedule B of our existing Intergovernmental Agreement (License Agreement) between Clackamas County Business & Community Services (BCS) and the Northwest Economic Research Center (NERC) at Portland State University.

Purpose/Outcomes	Amendment to original agreement clarifying that the term will expire on September 30 th , 2019
Dollar Amount and Fiscal Impact	\$12,500
Funding Source	BCS Economic Development Lottery Fund – approved as part of the fiscal year 2015/16 budget
Duration	Current date – September 30 th , 2019
Previous Board Action	Original license agreement approved by BCC 7/9/2015.
Strategic Plan Alignment	1. Grow a Vibrant Economy
Contact Person	Laura Zentner, Director, Business & Community Services, 503-742-4351

BACKGROUND AND SUMMARY:

In 2015, the attached License Agreement was reviewed and approved the County Counsel and the Board of County Commissioners. Initial payment for the project was approved as part of the fiscal year 2015/2016 budget process.

The Northwest Economic Research Center at Portland State University (PSU) provides unbiased forecasts of population and demographics, economics, employment and income, and housing at the County level. These forecast models can be used to guide future policy decisions of the Board and cities within Clackamas County. The License Agreement also provides for custom analysis of economic, population and housing data for Clackamas County.

With this amendment, the first sentence of the Term section is amended to read “Partner’s right to request Works will expire on September 30th, 2019.”

BCS Staff will be meeting with PSU staff in order to continue to best utilize the benefits of this agreement. This amendment has been reviewed and approved by County Counsel.

ATTACHMENTS:

- A. Letter from PSU regarding amendment (requesting County signature)
- B. Portland Metro Region Population & Economic Forecast License Agreement

RECOMMENDATION:

Staff respectfully recommends approval of this amendment to the license agreement with the Northwest Economic Research Center.

Respectfully submitted,

Laura Zentner, CPA
Director, Business and Community Services

Research & Graduate Studies**Innovation & Intellectual Property**

Mail Code RGS 503-725-8454 tel
Post Office Box 751 503-725-8170 fax
Portland, OR 97207-0751 iip@pdx.edu

September 18, 2018

Laura L. Zentner, CPA | Interim Director**BUSINESS AND COMMUNITY SERVICES****CLACKAMAS COUNTY**150 Beaver Creek Road | Suite 414

OREGON CITY, OR 97045

PH 503.742.4351 | FX 503.742.4349LZentner@clackamas.us

This letter amends the Portland Metro Region Population and Economic Forecast License Agreement between Portland State University and Clackamas County which was effective as of September 24, 2015 ("Agreement").

With this letter, the first sentence of the Term section is amended to read "Partner's right to request Works will expire on September 30th, 2019."

Clackamas County, as a Founding Subscriber who originally joined the program at the "Pioneer" Level (Please see Schedule B of the original License Agreement) is entitled to a 4-year, 50% discount to the Licensed Works at the "Diamond Circle" tier. The benefits of which are listed below. Payment of the accompanying invoice (invoice no. IIP19053) will be the 3rd year in which the 50% discount is applied.

Diamond Circle: \$25,000

- 20 copies of NERC's Population and Economic Outlook publication
- Admission to Population and Economic Outlook Conference in May/June for 10 employees or clients
- Admission to our Circle Sponsor Subscriber Seminar for six (6) executives in April and September*
- Personal presentation at your organization
- Organizational name and logo on all Outlook publications

**The Circle Sponsor Subscriber Seminars are private forums attended by our staff and invited experts on special topics to deliver the latest forecast. This intimate event allows stakeholders direct access to our forecasters and other experts to engage in dialogue about your special needs surrounding the Outlook forecasts. The Circle Sponsor Subscriber Seminars are half-day events offered every April and September. We envision these as breakfast meetings, and an opportunity for networking.*

Please sign and return this amendment to us at your earliest convenience.

Joseph Janda
Director, Innovation & Intellectual Property

For Clackamas County

**Portland Metro Region Population and Economic Forecast
License Agreement**

This "Agreement" is between Clackamas County, a political subdivision of the State of Oregon having a principal place of business at 2051 Kaen Road, Oregon City, Oregon, hereafter referred to as "Partner", and Portland State University, an institution of higher education in the State of Oregon, located in Portland, Oregon, hereafter referred to as "University". The parties agree as follows:

Background

University owns or will own the copyright in Portland Metro Regional Population and Economic Development Forecast reports produced by University's Northwest Economic Research Center (the "Work" or "Works"), with exclusive right to use and license thereof, in the course of their academic and community mission.

University desires to promote the use of these reports and increase the impact of the mission of Northwest Economic Research Center ("NERC"), and to allow use of the Work under certain terms and conditions for the benefit of the community and public.

Partner is an organization desiring access to a Portland Metro Regional Population and Economic Development Forecast report and desires to accept a license to certain rights in the Works in connection with fulfilling their mission.

Partner recognizes the value of the goodwill associated with the NERC and Portland Metro Regional Population and Economic Development Forecast trademark and the need for adherence by Partner to the Quality Control Standards outlined in this Agreement.

Definitions

"Administrative Contact" means an individual authorized by Partner to receive access to the Work and notices from University.

"Agreement" means this License Agreement, with attached Schedules.

"Effective Date" shall be the last signed date of this Agreement.

"Know-How" means interpretation of the content of the Works and training on how to utilize the content of the Works.

"License Fee(s)" shall mean the amount due from Partner for the permissions and grants provided by this Agreement, as set forth on Schedule B.

"Quality Control Standards" means the standards listed in Schedule C.

"Territory" shall mean the Portland, Oregon metro region.

"Trademark" means the trademarks "Portland Metro Region Population and Economic Forecast" and "Metro Outlook".

“Work(s)” means the report or reports provided by University to Partner under this agreement, as described in Schedule A.

Works Grant

Beginning on the Effective Date, and subject to and conditioned upon Partner’s performance and satisfaction of the conditions set forth in this Agreement, University hereby grants to Partner, and Partner accepts, a limited, non-transferable, non-exclusive license to copy, display, and distribute Works in the Territory or online.

Partner may also make derivatives of the Works solely to the extent necessary to add Partner’s own brand or mark to the Works prior to internal distribution.

Partner acquires no proprietary interest in Work. Partner shall not remove or obscure rights management markings, such as copyright and trademark notices, from Works or printouts from Works.

Partner shall not sublicense, sell, display, lend, rent, lease or otherwise transfer all or any of Works without prior permission.

University reserves the right to use the Works internally for research and educational purposes.

Know How Grant

Additionally, University agrees to grant Partner access to Know How in relation to certain Works. Access to Know How shall be provided to Partner on an as-needed, no obligation, hourly basis and shall consist of interpretation of Works and training on using the content of Works.

Communications

University may provide certain instruction to Partner in regard to the interpretation and presentation of the Works, in order to enable Partner’s optimal use of the Work.

Notices to Partner shall be sent to the Administrative Contact. .

Confidentiality

“Proprietary Information” means information of any form or format disclosed by University to Partner pertaining to the Work and identified by University at the time of disclosure as not for public release, or if orally disclosed, identified orally as confidential and immediately reduced to written form and identified by University as not for public release within thirty (30) days of disclosure. Proprietary Information does not include information which (i) Partner can demonstrate was previously known to Partner, or (ii) has been independently developed by Partner by those without access to Proprietary Information, or (iii) has been obtained by Partner from sources not breaching any obligation to University, or (iv) which is or in the future becomes public knowledge other than through acts or omissions of Partner, or (v) is required to be disclosed by operation of law, including but not limited to Oregon Public Records Law, or the action of a court of competent jurisdiction.

Partner shall hold Proprietary Information in confidence for ten (10) years from date of disclosure, using safeguards at least comparable to those by which Partner handles its own similar proprietary information,

but in any case not less than reasonable safeguards. Partner shall not disclose Proprietary Information to any third party, including without limitation any patent or copyright office without prior permission unless otherwise required by applicable law.

Request and Delivery Works are expected to be delivered by October 1, 2015.

Payment Partner shall pay to University License Fees for both Copyright grants and Know How grants in the amounts and according to the schedule as set forth on Schedule B. Should payment not be received from Partner within thirty (30) days of the scheduled date, University, at its sole discretion, may end Partner's access to Work and terminate this Agreement.

Term Partner's right to request Works shall expire two years after the Effective Date. Partner's rights under the copyright grant shall last for the life of the copyright unless other terms of this Agreement are breached.

Notices All notices to University regarding this license agreement and payment hereunder shall be sent by U.S. mail or email per the following:

Portland State University
PO Box 751, Mailcode RSP
Portland, OR 97207
Attention: Director, Innovation & Intellectual Property
Telephone: 503.725.8454
Email: iip@pdx.edu

All notices to University regarding the delivery and preparation of Works shall be sent by U.S. mail or email per the following:

Portland State University
Tom Potiowsky
NERC Urban Center
PO Box 751
Portland, OR 97207

All notices to Partner shall be sent by U.S. mail or email to the Administrative Contact listed in Schedule B of this Agreement.

Termination Partner may terminate this Agreement at any time upon thirty (30) days written notice to University.

University may terminate this Agreement upon notice if Partner is in breach of this Agreement and fails within thirty (30) days of a written demand for performance to cure such breach. After notice period elapses, access and grants to Works will be immediately terminated.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may

have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

Termination of this Agreement shall terminate all rights and permissions granted to Partner relating to Work. The obligation to pay any required License Fee due within sixty (60) days of the date of termination survives termination of this Agreement.

Disclaimers

The Works have been developed as part of research conducted at Portland State University. The Works are experimental in nature and is made available "AS IS," without obligation by University to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Work is with Partner.

UNIVERSITY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF WORK OR ANY SUBJECT MATTER OTHERWISE PROVIDED TO PARTNER UNDER THIS AGREEMENT.

The Works may contain links to third-party websites that are not owned or controlled by University. University has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, University will not and cannot censor or edit the content of any third-party site. By using the Works, Partner expressly agrees that University has no liability arising from Partner's use of any third-party website.

Indemnification


Partner shall save, hold harmless and indemnify the State of Oregon, the State Board of Higher Education, University, and their agencies, subdivisions, officers, employees and agents from and against any and all claims, suits, actions, losses, demands, damages, costs, expenses (including, but not limited to, those arising out of personal injuries, wrongful death or property damage suffered by any third party) incurred by University, arising out of or relating to the negligent or willful misuse of Works, Trademarks, or any other activities of Partner or its officers, employees, subcontractors or agents under this Agreement.

General

Partner may not assign any of its rights under this Agreement without the prior written consent of the University. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party. In the event that any provision hereof is found to be invalid or unenforceable pursuant to a final judgment or decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties hereto. Except as specified herein,

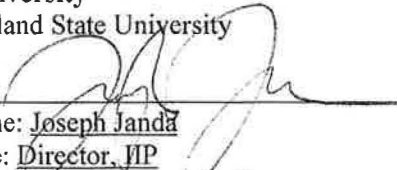
neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto. Partner and University are the only parties to this Agreement and are the only parties entitled to enforce its terms; nothing in this Agreement gives or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to any third persons. Partner agrees not to use the name of University or any of its employees, in any advertisement or sales promotion relating to any Work without prior written approval by University. This document represents the entire Agreement between the parties as to the matters set forth and integrates all prior discussions or understandings between them. This Agreement may only be modified or amended in writing by a document signed by an authorized representative of University and Partner.

“Partner”

By: 
Name: JOHN LUDLOW
Title: CHAIR
Date: 9-24-15 C.I.

“University”

Portland State University

By: 
Name: Joseph Janda
Title: Director, JIP
Date: 6-30-15

**Portland Metro Region Population and Economic Forecast
License Agreement
Schedule A
Work(s)**

General Forecast Coverage

Geographic Area

The population forecast will cover the seven county region of the Portland-Vancouver-Hillsboro OR-WA Metropolitan Statistical Area. The forecasted sub-regions will be the MSA as a whole, each of the seven counties, and the area inside the Portland Metro Urban Growth Boundary.

The economic forecast will also include the seven county region of the Portland-Vancouver-Hillsboro OR-WA Metropolitan Statistical Area. The geographic sub-regions will be the MSA as a whole and each of the seven counties.

Beyond the high level forecasts for each sub-region, NERC will produce forecasts at the neighborhood level within sub-regions as data availability permits.

Time Period

The population forecast will cover 50 years in five year increments and an annual forecast for the first five years out.

The economic forecast will cover 40 years, with a quarterly forecast for the first ten years, annual forecasts for the first 20 years, and 5 year increments for the last 20 years of the forecast period.

Forecast Outputs

The population forecast will be produced by gender and age.

Key outputs of the economic forecast will be employment by industry (see below), personal income and its components, and a regional overall price index of goods and services.

- Total
- Private
- Public
- Construction
- Manufacturing
 - Durable Manufacturing
 - Wood Products
 - Metals and Machinery
 - Computer and Electronics
 - Transportation Equipment
 - Other Durables
 - Nondurable Manufacturing

- Food Manufacturing
 - Other Nondurables
- Trade, Transportation, and Utilities
 - Retail Trade
 - Wholesale Trade
 - Transportation, Warehousing, and Utilities
- Information
- Financial Activities
- Professional and Business Services
- Educational Services
- Health Care and Social Services
- Leisure and Hospitality
- Other Services
- Government
 - Federal
 - State (breakout education)
 - Local (breakout education)

Some of these employment categories will be further broken down at the county level (higher digit NAICS), but some categories may be too small to be useful for forecasting purposes.

The forecast outputs related to personal income will include:

- Wages and salaries
- Dividends
- Interest and rent
- Proprietors income

The forecast outputs related to housing starts will be:

- Starts
- Prices

The forecast output for the prices of goods and services will be the Portland-Salem OR-WA CPI Urban Consumers series.

In addition to the standard forecast products listed above, NERC will produce (or investigate the feasibility of producing) specific series tailored to the needs of Clackamas County. These will include:

- 1) Access to Data Warehouse. All data generic to the forecast will be made available via the internet.
- 2) With assistance from Clackamas County, we will provide more detail on key industries as identified by Clackamas County.

Schedule A

- 3) Investigate in more detail the interplay between Clackamas County and the rest of the region.

**Portland Metro Region Population and Economic Forecast
License Agreement
Schedule B
License Fee and Contacts**

Administrative Contact:

License Fee and Payment Schedule:

\$50,000 in consideration of Works grant

Work will consist of the development phase of the Portland Metropolitan Regional Population and Economic Forecast. Per proposal "Portland Metropolitan Regional Population and Economic Forecast" dated June 18, 2014, Founding Subscribers are described below:

Founding Subscriber	Amount	Future Discount for 4 years
Pioneer	\$ 50,000	50%
Innovator	\$ 25,000	25%
Discoverer	\$ 10,000	10%
Developer	\$ 5,000	5%

...to be invoiced upon Work completions on the following schedule:

First payment of 50% of Works grant at commencement of project and due within 30 days of invoice by University.

Work project update by report every month after commencement of project.

Second payment of 25% of Works grant after two months of commencement of project.

Third payment of 25% upon completion of development phase in September 2015.

One Know How delivery is included in the Works grant.

Future Know How access will be billed at \$150 per hour.

Due within 30 days of invoice, invoice to be delivered after each instance of Know How delivery.

**Portland Metro Region Population and Economic Forecast
License Agreement
Schedule C
Quality Control Standards**

Partner agrees not to use any of the Works on or in connection with any products or services that are or could be deemed to be obscene, or pornographic, or that could be viewed as disparaging to University.

Partner agrees not to resell the Works or Trademarks, and not to use them for any promotion of Partner's own products or services.

As a part of University's quality control efforts, Partner will provide a brief annual report on their use of the Works to Partner.



October 11, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Government Grant LG18-007 Metzler Park Campground Restroom Replacement from the Oregon Parks and Recreation Department

Purpose/Outcomes	The OR Parks & Recreation Local Government Grant program provides funding for infrastructure improvements in county parks. Business & Community Services (BCS) – County Parks applied for and was awarded funding to replace a deteriorating and inadequate public restroom at Metzler Park in the campground.
Dollar Amount and Fiscal Impact	The grant award is \$162,500. BCS - County Parks will provide 50% of project costs in matching funds for a total project cost of \$325,000. This grant program provides an opportunity for the BCS - County Parks division to leverage its funding capabilities on capital improvement projects to replace aging infrastructure. Capital project funds were approved in the FY 18/19 BCS - County Parks' budget.
Funding Source	Oregon Parks and Recreation Dept. and BCS - County Parks
Duration	Grant period through October 31, 2020
Previous Board Action	Resolution to Apply for Grant No. 2018-19
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Build public trust through good government.
Contact Person	Rick Gruen, Manager, BCS - County Parks & Forest
Contract No.	LG18-007 Barton Park Day Use Area Restroom Replacement

BACKGROUND:

Clackamas County's Metzler Park is located just south of the rural community of Estacada off Springwater Road and Hwy 224. Metzler Park has 75 campsites, 4 day-use picnic areas, hiking trails access to fishing as well as old growth forests. This park is the summer recreation destination and provides public restroom facilities to thousands of park patrons each year. This grant will provide additional capacity and will provide up to date ADA compliance upgrades. The restroom was identified for replacement in 2012, but due to funding constraints and higher priority projects, this project was continually deferred.

RECOMMENDATION:

Staff respectfully recommends the Board approve Local Government Grant LG18-007 for the Metzler Park Campground Restroom Replacement and delegate authority to BCS Director, Laura Zentner, to sign the grant agreement for the county.

Respectfully submitted,

Laura Zentner, Director
Business & Community Services

Oregon Parks and Recreation Department

Local Government Grant Program Agreement

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and **Clackamas County**, hereinafter referred to as the "Grantee".

OPRD Grant Number: LG18-007

Project Title: Metzler Park Campground Restroom Replacement

Project Type (purpose): Rehabilitation

Project Description: The project will replace a failing restroom/shower facility with a modern accessible facility in Metzler Park near Estacada in Clackamas County, Oregon. The Project is further described in the Application included as Attachment B.

Grant Funds /

Maximum Reimbursement: \$162,500 (50.00%)

Grantee Match Participation: \$162,500 (50.00%)

Total Project Cost: \$325,000

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at oprddgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$325,000**, and the Grantee's Match participation rate of **50.00%**, **the reimbursement rate will be 50.00%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **50.00%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **six month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprddgrants.org.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2020**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

Final Request for Reimbursement: Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:

Attachment A: Standard Terms and Conditions

Attachment B: Project Application including Description and Budget

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 is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator

Rick Gruen
Clackamas County
150 Beaver Creek Rd
Oregon City, OR 97045
503-742-4345
rgruen@clackamas.us

Grantee Billing Contact

Christina Dannenbring
Clackamas County
150 Beaver Creek Rd Ste 419
Oregon City, OR 97045
503-742-4663
CDannenbring@co.clackamas.or.us

OPRD Contact

Mark Cowan, Coordinator
Oregon Parks & Rec. Dept.
725 Summer ST NE STE C
Salem, OR 97301
503-986-0591
mark.cowan@oregon.gov

Signatures: In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

By: _____
Signature

Printed Name

Title

Date

Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

By: Kristen Ennis
ODOJ Signature or Authorization

Printed Name/Title

by email on September 4, 2018
Date

**STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: _____
Tracy Loudon, Business and Tech. Solutions Administrator

Date

By: _____
Jan Hunt, Grants Section Manager

Date

By: _____
Mark Cowan, Grant Program Coordinator

Date

Attachment A – Standard Terms and Conditions

Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's 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.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **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 a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all

claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
10. **No Third Party Beneficiaries.** OPRD and Grantee 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 intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
15. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective

against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.

16. **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.

17. **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.

Revised by ODOJ 8/15/17: MC
Reviewed by ODOJ 9/4/18: MC

Metzler Park Campground Restr (LGPP) Application #4575 - Grant Ap

Project Information

Project Name

Metzler Park Campground Restroom Replacement

Brief Project Description

This project will replace an aged and failing modular restroom/shower facility (3 restrooms, 2 showers) and replacing it with a modern ADA compliant facility (8 restrooms, 4 showers) in Metzler Park near Estacada.

Project Start Date

11/01/2018

Project End Date

04/01/2019

Site Name

Metzler Park Campground

Site City/Town/Area

Estacada,, Oregon

Site County

Clackamas

Site Description

Metzler Park is located approximately five miles south of Estacada along beautiful Clear Creek. Although it is a short drive from several communities in Clackamas County, this park feels wonderfully isolated, surrounded by hills covered with towering Douglas-fir and western red cedar forests.

There are 77 campsites; 60 with water and electric hook-ups with the remaining sites available for tent camping. There is a restroom and shower facility serving the campground and another restroom serving the day use area. Other amenities include 4 picnic areas, 2 sheltered and 2 non-sheltered; 2.5 miles of hiking trails and nearly 1 mile of Clear Creek access for recreation and fishing.

Site Acreage

60

Latitude

45.22852321097375

Longitude

-122.36482858657837

Contact Information

Applicant

Clackamas County

Applicant Federal Tax Id

93-6002286

Applicant DUNS Number

Project Contact

Rick Gruen

Address

Rick Gruen

rgruen@clackamas.us

Reimbursement Contact

Christina Van Duzer

Financial Information

Requested Amount

\$162,500.00

Match Amount

\$162,500.00

Total Project Cost

\$325,000.00

Grant %

50 %

Match %

50 %

Project Budget Worksheet

Project Budget Worksheet

Site preparation - contract services to include site prep, foundation, flat work, plumbing & electrical	\$80,000.00
CXT Pre-fab Concrete Restroom Building	\$230,000.00
Permit Fees - Plan Review, Building Permit, Demo Permit	\$5,500.00
Disposal of Existing Restroom Building	\$3,000.00
Equipment Rental for Restroom Tear Down	\$2,500.00
Septic Upgrades/Increased Capacity	\$4,000.00

Source of Funding Worksheet

Site preparation - contract services to include site prep, foundation, flat work, plumbing & electrical (Clackamas County Parks FY18-19)	\$40,000.00
CXT Pre-fab Concrete Restroom Building (Clackamas County Parks FY18-19)	\$115,000.00
Permit Fees - Plan Review, Building Permit, Demo Permit (Clackamas County Parks FY18-19)	\$2,750.00
Disposal of Existing Restroom Building (Clackamas County Parks FY18-19)	\$1,500.00
Equipment Rental for Restroom Tear Down (Clackamas County Parks FY18-19)	\$1,250.00
Septic Upgrades/Increased Capacity (Clackamas County Parks FY18-19)	\$2,000.00

Total Project Cost

\$325,000.00

Total Match from Sponsor

\$162,500.00

Grant Funds Requested

\$162,500.00

Supplemental Information

A. PROJECT NARRATIVE (Please limit each answer to 400 words or less.)

1. Describe all elements of the project, project objectives, and the need for assistance. Describe who will do the work and who will provide supervision.

This project will seek to replace an aged and failing modular restroom and shower facility in the Metzler Park campground. This restroom, placed into services in the mid '70s, is among the oldest restroom facilities in our County Park system. Nearing 100% occupancy on summer weekends, this restroom is also among our most used and hardest working facilities. However, it only has three unisex restroom stalls and 2 showers, requiring the need to add up to 8 port-a-potties to meet the high demands placed on it by our campers. Issues include:

- Structural deficiencies
- Lack of ADA compliance and accessibility
- Inadequate capacity

This restroom has deteriorated beyond its useful life and further use will put the public at risk for health and safety. Extensive roof, floor and plumbing repairs have been made over the years with further repairs no longer considered to be economically viable or cost effective. Significant structural repairs are necessary to mitigate dry rot and mold damage, cracking and settled floors, shifting platform and exposed exterior pipes. Additionally, the restroom does not have adequate ventilation or meet ADA requirements for stalls, sinks and showers.

Grant funding will leverage limited Clackamas County capital funds, and allow for the installation of an engineered, pre-cast concrete restroom that can provide a total of 8 toilets/urinals and 4 four ADA compliant private, unisex shower stalls. The floor plan, sinks, toilets, walkways, etc. of the proposed new restroom facility will comply with current ADA requirements. In addition, the septic system will be cleaned and evaluated to meet the requirements of the new restroom and capacity. We have built in costs to this grant for septic upgrades in case this becomes necessary once we move forward with the project. Contracted services will include site preparation, purchase/installation of the new pre-cast concrete restroom building, septic tank evaluation, possible upgrades and connection, flat work to include concrete sidewalks and ramps, plumbing connections, and electrical hookups. County Parks force account labor will provide for project management and demolition and disposal of the existing restroom. County Parks Project Manager will provide project oversight and supervision.

2. Describe any new facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe present development on the site and how the proposed project fits in with future development.

Project funding will allow for the installation of a pre-cast concrete restroom/shower facility that is approximately 30' x 26' square feet and will increase the number of toilets/urinals from three total to eight - including 4 toilets serving the women's side and 2 toilets and 2 urinals serving the men's side. In addition, the new facility will also provide four private, unisex shower stalls. While we plan to site the new restroom building in the same location as the existing modular restroom, the footprint of the new building will increase from approximately 250 sq.ft. to 780 sq.ft. This increased capacity will allow the new restroom to better serve the campground users, minimizing long wait times in the summer (people flow) while meeting ADA requirements, and better accommodate all around use of the facility. The existing restroom facility will be demolished and removed from the park. This project is consistent with the current and future use of the Metzler Park campground. A new master plan for Metzler Park is planned for 2020 and will address the feasibility of campsite expansion and diverse outdoor recreation (i.e. disc golf course) needs.

B. CONSISTENCY With STATEWIDE PRIORITIES - SCORP Criteria (0-20 points)

To what extent does the project address ONE OR MORE of the following FOUR (1-4) priorities identified in the 2013-2017 SCORP?

1. MAJOR REHABILITATION projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply:

the recreation area or facility is beyond its normal life expectancy,|the recreation area or facility does not meet health and safety codes/requirements,|the recreation area or facility requires rehabilitation to ensure critical natural resource protection,|the recreation area or facility does not meet access requirements of the Americans with Disabilities Act,|changing recreation needs (e.g., changes in demographics within the service area) dictate a change in the type of recreation area or facility provided.

a) Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments tab showing the facilities in need of rehabilitation.

Facility: Metzler Park Campground restroom and shower facility. This is a modular unit, built in 1977 and placed into service at that time. It is approximately 250 square feet, with three unisex restrooms and two shower stalls. The restroom facility is also supported by a septic system that will be reused/upgraded for the new facility. There are two 1,000 gallon septic tanks. One tank collects solid waste, the other collects gray matter waste.

b) If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation?

100% rehabilitation

2. NON-MOTORIZED TRAIL CONNECTIVITY. Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting parks to supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity?

This project is unique in that it supports trail and community connectivity through the use of the Clackamas River and major tributaries (i.e. Clear Creek), in addition to regional land based trails. Work is currently in progress to develop a river trail system among parks and other open space facilities within the Clackamas River watershed involving federal, state, local and non-profit organizations. Metzler Park is located along Clear Creek, and is part of the Clackamas River Trail system, with approximately 0.75 miles of creek frontage and 2.5 miles of walking trails. This project directly supports active recreation in the park including swimming, boating, hiking, running, bicycling and other outdoor activities that make use of the day use area as a centralized staging area for dispersed recreation on non-motorized trails, rivers and bike ways. These active, outdoor recreationists all require access to public restroom facilities that are clean and safe and with enough capacity to meet the increasing public demand.

3. ACTIVE PARTICIPATION projects support or provide a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity. To what extent does the project support or improve access to individual active participation?

Similar to question #2 above, this project directly supports active, outdoor recreation in the park including swimming, boating, hiking, walking, running, bicycling, or just simply recreating on playground equipment. These active, outdoor recreationists all require access to public restroom facilities that are clean and safe and with enough capacity to meet the increasing public demand.

4. SUSTAINABILITY. To what extent does the project address sustainability recommendations for OPRD-administered grant programs? Please see Chapter Seven (pages 115-117) of the SCORP for sustainability recommendations for land acquisition, new facility development, major rehabilitation, and trail projects.

Clackamas County Parks are not currently recognized as a leader in sustainable practices for managing and maintaining our parks facilities and infrastructure. We have recently adopted a Managing for Results (MFR) strategy which focuses our efforts on lean management and operation efficiencies in the areas of cleanliness, health, and safety. One of the initial steps to help advance this effort was to align ourselves with partners who had

developed sustainable goals and strategies for their own business or organization. When considering this project, the Project Management Team researched restroom manufacturers that would align with our emerging sustainability principals and meet a number of sustainability objectives for Clackamas County Parks including: 1) Use of green technologies and/or Low Impact Design (LID); 2) Use of renewable/sustainable practices in manufacturing the product; 3) Adapt new green products/materials to existing park infrastructure or footprint. As the MFR Strategic Plan evolves, we anticipate this project will serve as a springboard to advancing a broader sustainability focus in our parks and lead to an increasing number of projects and practices with a core green, renewable or LID commitment. Our initial plan is to require that all future projects and practices consider sustainable alternatives for implementation.

C. LOCAL NEEDS AND BENEFITS - SCORP Criteria (0-30 points)

1. A map clearly identifying the project location and UGB or unincorporated community boundary or Tribal community boundary drawn on it must be uploaded in the attachments section of this application. Is your project in a CLOSE-TO-HOME area (located within an urban growth boundary (UGB), unincorporated community boundary, or a Tribal Community) or in a DISPERSED AREA (located outside of these boundaries)?

DISPERSED AREA

2. Please identify how the project satisfies county-level needs by using priorities identified in one of the following local public planning processes. See SCORP Chapter 5, Pgs 86-102 for specific county priorities.

a) Public Recreation Provider Identified Need - Does the project satisfy county-level needs identified by the Public Recreation Provider Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. Please use either the Close-to-Home Priorities or Dispersed Area Priorities, not both.

In the SCORP Statewide Needs Assessment, facilities (i.e. restrooms) for campground and recreation areas under Public Recreation Provider in Clackamas County ranked among the highest needs as shown in the Dispersed Areas (5.0). As such, the Metzler Park Campground Restroom Replacement Project does address and meet the statewide needs identified in SCORP and highlighted as a priority funding investment.

b) Oregon Resident Identified Need - Does the priority project satisfy county-level need identified by the Oregon Resident Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county.

The Oregon Resident Identified Need, at the County level, shows access to trails, rivers, small picnic shelters/picnic areas are the highest ranked priorities. This project will allow Clackamas County Parks to better meet the high priority Oregon Resident needs by rehabilitating an aging, outdated, and unsafe restroom facility to meet the user demand. As such, the Metzler Park Campground Restroom Replacement Project does address and meet the Oregon Resident needs identified in SCORP and highlighted as a priority funding investment.

c) Local Planning -To what extent does the project satisfy priority needs, as identified in a current local planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or bicycle and pedestrian plan)?

This project is consistent with the current master plan in place for Metzler Park. Clackamas County Park staff meet monthly with its County Parks Advisory Board (PAB) to review projects and identify emerging needs. These meetings are open to the public. During the FY16/17 and 17/18 budget process, the PAB reviewed the County Parks Capital Improvement Plan (CIP) and the 2012 Comprehensive Deferred Maintenance Schedule and recommended that projects impacting the health and safety of park users be given the highest priority as funding comes available. The PAB identified the Metzler Park Campground Restroom Replacement project as a high

priority and recommended it be included in the FY 18-19 County Parks Budget. It should be noted the Metzler Park restroom has been on the Clackamas County Parks' Capital Improvement Plan since fiscal year 2008-09, but has been continually deferred because of prior funding constraints.

d) Public Involvement Effort - If the project is not included in a current local planning document, describe the public involvement effort that led to the identification of the priority project including citizen involvement through public workshops, public meetings, surveys, and local citizen advisory committees during the project's planning process.

Many citizens coming to our parks find the opportunity to provide comments to our park rangers and camp hosts. Overwhelmingly, this feedback shows support for replacing obsolete and failing facilities. In September of 2015 and 2017, Clackamas County Parks Division, with assistance of the County's Public and Government Affairs (PGA) Department, conducted a survey of park and campground users. More than 90% of the respondents identified health, safety and customer service as the top priorities for our county park facilities. The Metzler Park Camp Ground Restroom Replacement Project is consistent with meeting the public's need for clean, healthy and safe park facilities as cited in the 2015 and 2017 surveys and the recently adopted Clackamas County Strategic Plan - Managing for Results.

D. LONG TERM COMMITMENT TO MAINTENANCE – SCORP Criteria (0-15 points)

1. How will the project's future maintenance be funded? Please include specific maintenance funding sources such as tax levies, fee increases, and other funding sources which will be used. A Resolution to Apply submitted with this application should address funding for on-going operation and maintenance for this project.

Funding for operations and maintenance of park facilities is identified as an allocated expense as a part of Clackamas County Parks annual budgeting process. Park funding, including ongoing operations and maintenance expenditures, are generated through diverse revenue streams coming from park user fees, net proceeds from County Park's Stone Creek Golf Club, lease revenue from County Park's Boones Ferry Marina, the Oregon State RV licensing allocation, and the net proceeds from Clackamas County Forest's timber harvest program. Because this is a rehabilitation (replacement) of an existing facility, no new operations and maintenance requirements are anticipated.

2. How much do you expect to spend annually or how many staff hours will be needed to maintain the completed project?

The annual parks maintenance budget for all County Park facilities is approximately \$100,000. Staff will expense operation and maintenance costs for this new restroom against this line item. In addition, County Parks employs 1 full time Park Ranger, 5 seasonal ranger assistants (May-October) and two off-season, part time park assistants (November- April) and 1 Park Caretaker (year round) to provide the operation and maintenance services required to support Metzler Park and the proposed project

3. Do you have partnerships with other agencies or volunteer maintenance? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, or signed memoranda of understanding to demonstrate commitment to maintenance.

All maintenance for this restroom facility will be performed by Clackamas County Parks staff.

E. OVERALL SITE SUITABILITY (0-10 points)

1. To what extent is the site suitable for the proposed development?

This site is expressly suitable for the proposed project as the existing restroom facility is currently in use on the project site. LUCS has been reviewed and approved by County Planning staff. Existing infrastructure will be reconnected to service the new restroom facility where possible. The existing septic and drain field will be

evaluated and will be upgraded if necessary to accommodate increased capacity. Because the site is already in use for the modular restroom, there will be minimal soil disturbances in this location. The site is located within the camp ground area of the park and will address the high use and demand at the site.

2. Also describe the extent to which the site or project design minimizes negative impacts on the environment and surrounding neighborhood and integrates sustainable elements.

There is no adverse impact to the site, environment, or surrounding properties. This project location is well within the boundaries of Metzler Park and is consistent with county zoning and building code requirements for setback, environmental protection or construction impacts on neighboring properties. The new restroom building will be set on the existing restroom site, minimizing soil disturbances. Utilities will be evaluated and will make use of existing electrical, plumbing, and septic infrastructure to be as sustainable as possible. The site, as described in #1 above, is ideally suited to support the replacement restroom facility. The new restroom will replace an aging and failing structure with modern and more sustainable construction materials.

F. COMMUNITY SUPPORT (0-5 points)

1. To what degree can you demonstrate community support for the project? Can you provide letters of support and/or survey analysis? If yes, please include supporting documentation with this application.

The Clackamas County Parks Advisory Board (PAB) is a diverse, 11 member board made up of county residents who represent the broad community at large. This board has prioritized capital projects as those benefiting life, health and safety of the public. A support letter from the PAB for this project is included as an attachment with this grant application. Many citizens coming to our parks also find the opportunity to provide comments to our Park Rangers and Camp Hosts. Overwhelmingly, their feedback shows support for replacing obsolete and failing facilities. In September of 2015 and 2017, Clackamas County Parks, in conjunction with Clackamas County Public and Government Affairs (PGA), conducted a survey of recent County park and campground users. More than 90% of the respondents identified health and safety as the top priorities for our county park facilities. The Metzler Park Camp Ground Restroom Replacement Project is consistent with meeting the public and community support for clean, safe and healthy park facilities as cited in the 2015/17 survey and the adopted Clackamas County Strategic Plan - Managing for Results.

G. FINANCIAL COMMITMENT (0-10 points)

1. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project.

A Resolution to Apply was signed by the Clackamas County Board of County Commissioners on March 29, 2018, and is attached to this application. Local matching funds have been budgeted in the Clackamas County Parks fiscal year 2018-19 budget. Park funding, including capital requirements, are generated through diverse revenue streams coming from park user fees, net proceeds from County Park's Stone Creek Golf Club, lease revenue from County Park's Boones Ferry Marina, the Oregon State RV licensing allocation, and the net proceeds from Clackamas County Forest's timber harvest program.

2. Project applicants are encouraged to develop project applications involving partnerships between the project applicant, other agencies, or non-profit organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep. To what extent does the project involve partnerships with other agencies or groups? Are donations and/or funding from other agencies or groups secured?

Clackamas County Parks strives to partner on projects with other agencies and organizations whenever possible. The scope of this project did not lend itself to seek partnerships for the purpose of the application. Clackamas County Parks, as the owner/applicant, has stable financial funding in its budget to support the ongoing operations and maintenance of the new restroom facility. Other recent projects of Clackamas County Parks, including Madrone

Wall Park, Carver Boat Ramp Bank Rehabilitation, Boring Station Playground Structure and Feyrer Park Shelter all demonstrate where County Parks successfully partnered with local community and non-profit organizations

3. To what extent has funding been secured to complete the project?

Matching funds for this project are identified and included in the proposed Clackamas County Parks 2018-19 budget. The Parks Advisory Board has recommended this project as a high priority for funding. The County Parks budget will be brought forward to the Board of County Commissioners as part of the ongoing public budgeting process with recommendation for adoption consistent with the Resolution to Apply, signed by the Board on March 29, 2018. No adverse decisions are anticipated.

H. ACCESSIBILITY COMPLIANCE

1. Does your agency have a board or city council adopted/approved ADA Transition Plan and/or Self Certification?

Yes.

2. How will your proposed project meet current accessibility standards?

This new restroom facility, including site preparation, will provide ADA accessible stalls, toilets, showers, sinks, sidewalks and ramps.

I. READINESS TO PROCEED

1. Have you submitted a signed Land Use Compatibility Statement with this application?

true

2. Have you submitted construction or concept plans with this application?

true

3. List required permits and status of permit applications for the project (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.). Describe any possible delays or challenges that could occur in receiving permits.

Clackamas County Parks will apply for the required county building permits for the new restroom at the time an award of the grant is made. No anticipated land use challenges are expected. Clackamas County Planning and Zoning official has signed off on the Land Use Compatibility Statement, and has agreed to a pre-application conference prior to submitting for our building permit. Contract service will be sought for plumbing, electrical, septic, and flatwork for this project with the requirement that contractors obtain permits for their specific trade work.

J. ACTIVE AND PAST GRANTS PERFORMANCE

1. Describe your performance and compliance with all active and past OPRD grant awards.

County Parks has successfully been awarded a number of OPRD and OSMB grants in recent years. Recent OPRD projects include the Clackamas County Playground Replacement Project (complete; on time/on budget); Feyrer Park Campground Restroom Replacement project (construction in progress); and Barton Bark Day Use Restroom Replacement project (not yet started). It is anticipated that the Feyrer Park Campground Restroom Replacement project will be completed by the time consideration of the 2018 LGGP award is being made, leaving just the Barton Park project as the only open OPRD project. The most recent OSMB grant was a \$405,000 project to replace the docks at Hebb Park. This project was completed in June, 2017, on time and on budget.

Applicant Certification

As an authorized representative of **Clackamas County** , I certify that the applicant agrees that as a condition of receiving Local Government Grant Program assistance, it will comply with all applicable local, state and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 6, for the Distribution of State Funding Assistance to Units of Local Government for Public Parks and Recreation and OPRD's Procedures Manual for the program.

I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

Rick Gruen, 03/29/2018

▼ 18 Files

No Comments

▼ 6 Logged Events



Oregon

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

www.oregonheritage.org

August 30, 2018

Mr. Mark Cowan
Oregon Parks and Recreation Department
725 Summer St NE STE C
Salem, OR 97301



RE: SHPO Case No. 18-1363

OPRD LGGP Grant ID 4575, Clackamas County, Metzler Park Campground Restroom Replacement

Replace failing restroom facility

4S 4E 18, Estacada, Clackamas County

Dear Mr. Cowan:

We have reviewed the materials submitted on the project referenced above and we concur there will be no historic properties affected for this undertaking.

This letter refers to above-ground historic resources only. Comments pursuant to a review for archaeological resources will be sent separately.

This concludes the requirement for consultation with our office under Section 106 of the National Historic Preservation Act (per 36 CFR Part 800) for above-ground historic properties. Local regulations, if any, still apply and review under local ordinances may be required. Please feel free to contact me if you have any questions, comments or need additional assistance.

Sincerely,

Jessica Gabriel

Historian

(503) 986-0677

Jessica.Gabriel@oregon.gov



Oregon

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

www.oregonheritage.org



September 20, 2018

Mr. Mark Cowan
Oregon Parks and Recreation Department
725 Summer St NE STE C
Salem, OR 97301

RE: SHPO Case No. 18-1363

OPRD LGGP Grant ID 4575, Clackamas County, Metzler Park Campground Restroom Replacement

Replace failing restroom facility

4S 4E 18, Estacada, Clackamas County

Dear Mr. Cowan:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains. In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA). If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA

State Archaeologist

(503) 986-0674

dennis.griffin@oregon.gov

Inadvertent Discovery Plan for Cultural Resources

Oregon Parks and Recreation Department • Local Government Grant Program

The Inadvertent Discovery Plan (IDP) should be followed if cultural materials, including human remains, are encountered during construction.

Protocol for coordination in the event of inadvertent discovery:

- In the event of an inadvertent discovery of possible cultural materials, including human remains, all work will stop immediately in the vicinity of the find. A 30 meter buffer should be placed around the discovery with work being able to proceed outside of this buffered area unless additional cultural materials are encountered.
- The area will be secured and protected.
- The project manager/land manager will be notified. The project/land manager will notify the State Historic Preservation Office (SHPO). If possible human remains are encountered, the Oregon State Police, Commission on Indian Services (CIS), SHPO, and appropriate Tribes will also be notified.
 - **Oregon State Police:** Chris Allori 503-731-4717
 - **CIS:** Karen Quigley 503- 986-1067
 - **Appropriate Tribes:** As designated by CIS
 - **SHPO:** Dennis Griffin 503-986-0674 or John Pouley 503-986-0675.
- No work may resume until consultation with the SHPO has occurred and a professional archaeologist is able to assess the discovery.
- If human remains are encountered, do not disturb them in any way. *Do not call 911.* Do not speak with the media. Secure the location. Do not take Photos. The location should be secured and work will not resume in the area of discovery until all parties involved agree upon a course of action.
- A professional archaeologist may be needed to assess the discovery and they will consult with SHPO and appropriate Tribal Governments to determine an appropriate course of action.
- Archaeological excavations may be required. This is handled on a case by case basis by the professional archaeologist and project manager, in consultation with SHPO and appropriate Tribes.

When to stop work:

Construction work may uncover previously unidentified Native American or Euro-American artifacts. This may occur for a variety of reasons, but may be associated with deeply buried cultural material, access restrictions during project development, or if the area contains impervious surfaces throughout most of the project area which would have prevented standard archaeological site discovery methods.

Work must stop when the following types of artifacts and/or features are encountered:

Native American artifacts may include (but are not limited to):

- Flaked stone tools (arrowheads, knives scrapers etc.)
- Waste flakes that resulted from the construction of flaked stone tools
- Ground stone tools like mortars and pestles
- Layers (strata) of discolored earth resulting from fire hearths. May be black, red or mottled brown and often contain discolored cracked rocks or dark soil with broken shell
- Human remains
- Structural remains- wooden beams, post holes, fish weirs.

Euro-American artifacts may include (but are not limited to):

- Glass (from bottles, vessels, windows, etc.)
- Ceramic (from dinnerware, vessels, etc.)
- Metal (nails, drink/food cans, tobacco tins, industrial parts, etc.)
- Building materials (bricks, shingles, etc.)
- Building remains (foundations, architectural components, etc.)
- Old Wooden Posts, pilings, or planks (these may be encountered above or below water)
- Remains of ships or sea-going vessels, marine hardware, etc.
- Old farm equipment may indicate historic resources in the area
- Even what looks to be old garbage could very well be an important archaeological resource.

When in doubt, call it in!

Proceeding with Construction

- Construction can proceed only after the proper archaeological inspections have occurred and environmental clearances are obtained. This requires close coordination with SHPO and the Tribes.
- After an inadvertent discovery, some areas may be specified for close monitoring or 'no work zones.'
- Any such areas will be identified by the professional archaeologist to the Project Manager, and appropriate Contractor personnel.
- In coordination with the SHPO, the Project Manager will verify these identified areas and be sure that the areas are clearly demarcated in the field, as needed.



Request for Reimbursement Guide

All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with OPRDgrants.org is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > oprdgrants.org
- > Grant Programs
- > Local Government
- > Application and Forms
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report**
- Project Bills / Invoices**
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.

- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan
Grant Program Coordinator
mark.cowan@oregon.gov
503-986-0591
www.ore.gov/OPRD/GRANTS/index.shtml



October 11, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Confidential Information Sharing Agreement regarding the local workforce system and approval of resolution appointing the then-sitting Clackamas County Commission Chair as chief elected official solely for purposes of the Workforce Innovation and Opportunity Act.

Purpose/ Outcomes	Approval of a Confidential Information Sharing Agreement for the purpose of operating a statewide integrated workforce system. Approval of resolution naming the then-sitting Clackamas County Commission Chair CEO for purposes of the Workforce program.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	July 1, 2018 – June 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	1. Build Public Trust Through Good Government 2. Grow a Vibrant Economy
Contact Person	Cindy Moore, Business & Community Services, Economic Development Division, 503-742-4328

BACKGROUND AND SUMMARY:

The Intergovernmental Agreement for Confidential Information Sharing allows access to and exchange of confidential information and data between the State of Oregon Employment Department and other parties for the purpose of operating a statewide integrated workforce system. The Agreement is authorized by the federal Workforce Innovation and Opportunity Act, and requires the authorization of the Chief Elected Official for each Local Workforce Development Board, in addition to signature of leadership from the LWB.

This Agreement has been reviewed and approved by County Counsel.

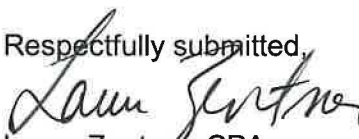
The resolution appoints the then-sitting Clackamas County Commission Chair as chief elected official solely for purposes of the Workforce program. The Board of Commissioners as a whole previously served as CEO for purposes of the program, but the State has represented that an individual elected official must serve that position for purposes of the Confidential Information Sharing agreement.

ATTACHMENTS:

- Intergovernmental Agreement for Confidential Information Sharing
- Workforce Innovation and Opportunity Act Chief Elected Official Designation Resolution

RECOMMENDATION:

Staff respectfully recommends that the Board approve the Confidential Information Sharing Agreement and approve of resolution appointing the then-sitting Clackamas County Commission Chair as CEO for purposes of the Workforce program.

Respectfully submitted,

Laura Zentner, CPA
Director, Business & Community Services

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

In the Matter of the Workforce
Innovation and Opportunity Act
Chief Elected Official Designation



Board Order No. _____

Page 1 of 2

Whereas, the federal Workforce Innovation and Opportunity Act, 29 U.S.C.A. § 3101 *et. seq.* (the “Act”) contemplates creation of designated local areas within the State of Oregon for purposes of carrying out the functions of the Act; and

Whereas, the Act contemplates designation of a chief elected official and the establishment of a local workforce development board in each local area; and

Whereas, Clackamas County has been designated a local area under the Act; and

Whereas, the Board of County Commissioners has previously served as the chief elected official for the Clackamas County local area; and

Whereas, Clackamas Workforce Partnership serves as staff to the local workforce development board for the Clackamas County local area; and

Whereas, the State of Oregon, acting through its Employment Department (the “State”), has requested Clackamas County execute, among other things, an Intergovernmental Agreement for Confidential Information Sharing whereby the State may disclose certain confidential information with the Clackamas Workforce Partnership for the purpose of administering state workforce programs under the Act; and

Whereas, the State has represented that a specific public official must be designated as the chief elected official under the Act for purposes of permitting its agent, the Clackamas Workforce Partnership, to receive certain confidential information; and

Whereas, the Clackamas County Board of County Commissioners agrees that the then-sitting Clackamas County Commission Chair should serve as the CEO for the sole purpose of the Act;

NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

1. Solely for purposes of the Workforce Innovation and Opportunity Act, 29 U.S.C.A. § 3101 *et. seq.*, the then-sitting Clackamas County Commission Chair is hereby appointed the chief elected official, as defined under 29 U.S.C.A. § 3102(9), for the applicable unit of general local government in the applicable local area.

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

In the Matter of the Workforce
Innovation and Opportunity Act
Chief Elected Official Designation



Board Order No. _____
Page 2 of 2

DATED this ____ day of _____, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



AGREEMENT NUMBER 19-001

INTERGOVERNMENTAL AGREEMENT FOR CONFIDENTIAL INFORMATION SHARING LEVEL 3

This Confidential Sharing Agreement (“Agreement”), effective as of the last date of the last signature signed hereto (the “Effective Date”), is entered into by the State of Oregon, acting by and through its Employment Department (the “Agency”), the Clackamas Workforce Partnership, an Oregon non-profit corporation serving as staff to the Local Workforce Development Board (the “Local Board”), and the Chief Elected Official (“CEO”) for Clackamas County (the Local Government’s Authorized Representative), all individually without distinction a “Party,” and collectively as the “Parties.”

SECTION 1: AUTHORITY

This Agreement is authorized by 20 CFR § 603.5(e), ORS 657.665(4)(d), ORS 190.110 and Administrative Policy, allowing disclosure of confidential information to partners under the federal Workforce Investment Opportunity Act of 2014 for the purpose of administering state workforce programs under the Act. The information disclosed is confidential and may not be used for any other purpose.

Regulations at 20 CFR 603.10(a)(2) permit an agent of a public official to receive confidential information. For disclosures referred to in 20 CFR 603.5(f) (to an agent of a public official), the Agency must enter into a written, enforceable agreement with the public official responsible for ensuring that the agent or contractor complies with the safeguards of 20 CFR 603.9 including unauthorized access, redisclosure or unauthorized disclosure. This Agreement is terminable if the Agency determines that the safeguards in the Agreement are not adhered to.

SECTION 2: PURPOSE

- 2.1 This Agreement is to allow access to and exchange of confidential information and data between Agency and all other parties for the purpose of operating a statewide, integrated workforce system.
- 2.2 This Agreement pertains to two primary data systems used by the Integrated Workforce System partners:
 - 2.2.2 WorkSource Oregon Management Information System (“WOMIS”) – The system is maintained by Agency and the Local Board and Workforce Development (“CCWD”) on behalf of all system partners.
 - 2.2.3 iMatchSkills - Contains job seeker and employer data. The data is owned by Agency

and maintained on behalf of all system partners.

- 2.3** Information secured and maintained solely by one party for programs not included in the WorkSource Oregon brand, are specifically excluded from this Agreement.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall become effective on the date this Agreement has been fully executed. This Agreement will remain in effect until canceled or terminated earlier in accordance with the termination provisions of this Agreement.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency Agreement Administrator/Authorized Representative is:

Adalberto Rubio or designee
875 Union Street NE
Salem, OR 97311
Telephone: 503-507-6964
Email address: adalberto.rubio@oregon.gov

4.2 Local Government's Agreement Administrator/Authorized Representative is:

Chief Elected Official
Martha Schrader, Commissioner
2051 Kaen Road
Oregon City, OR 97045
Telephone: 503-655-8581
Email Address: mschrader@co.clackamas.or.us

Emily Klepper, Policy Advisor
Email Address: Emilykle@co.clackamas.or.us

4.3 Local Board's Agreement Administrator/Authorized Representative is:

Bridget Dazey, Executive Director
365 Warner Milne Road, Suite 202
Oregon City, OR 97045
Telephone: 503-657-1729
Email Address: Bridget.Dazey@clackamasworkforce.org

4.4 Local Agency Area Manager:

Kim Freeman
506 High Street
Oregon City, OR 97045

Telephone: 971-673-6457

Email Address: Kimberly.s.freeman@oregon.gov

4.5 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Board shall:

- 5.1.1 Only request authorization and access to Agency's network and data by its employees who have a need to know, business use need.
- 5.1.2 Upon request, provide to Agency its Resource Access Control Facility Identification Numbers (RACF IDs) that are to be mapped to an Agency General Resource Profile in order for access to be setup.
- 5.1.3 Audit accounts created within this Agreement every 6 months for use. Accounts with no activity over a 60 day period shall be revoked and require a request to be reset. Accounts with no use during a 6 month period shall be revoked and terminated.
- 5.1.4 Have access to client information that is in WOMIS and iMatchSKills; specifically name, address, social security number, whether they are an unemployment insurance claimant, last employer disclosed, disability status or any other information necessary to:
 - 5.1.4.1 Determine both Workforce Investment Opportunity Act Title 1B and Wagner-Peyer eligibility for services, provide effective services;
 - 5.1.4.2 Meet federal reporting requirements for registered and enrolled customers; and
 - 5.1.4.3 Provide integrated WorkSource Oregon services to business and job seekers including determining eligibility for services, registration, welcome process, job getting, skill development, business services and performance reporting.
- 5.1.5 Only release or share job seeker customer's information upon receiving informed consent authorizing that the information may be shared or disclosed, and notice is provided that a consent or authorization is on file or secured electronically within the workforce system, as required under the federal Privacy Act and OAR 471-010-0115. The collected information may be released or shared through electronic access, fax, electronic mail, in writing and verbally (20 CFR 603.10(b)(iii)).
- 5.1.6 Ensure shared information and data is to provide the highest level of customer service and system coordination to both the job seeker and business customers;
- 5.1.7 Administer, control and monitor access and use of the records obtained under this Agreement to ensure that the confidential nature of the information is preserved;
- 5.1.8 Ensure that the following safeguards are implemented and maintained throughout the term

of this Agreement:

5.1.8.1 Appoint a management employee to supervise access and maintain training of its staff;

5.1.8.2 Develop procedures that:

- i. Ensure only its employees with a need to know have access to confidential records and only as needed;
- ii. Ensure that confidential records, either in electronic format or reduced to readable media, are retained and stored in a physically secured location to prevent access by unauthorized persons; (20 CFR 603.9(b));

5.1.8.3 Prohibit duplication and re-disclosure of confidential records, including specifically that such confidential records will not be disclosed to any private entity such as a credit reporting bureau or collection agency. Information shall not be re-disclosed except by the Parties of this Agreement to the customer or employer who is the subject the information (20 CFR 603.9(c)):

- i. Any request for re-disclosure of Party information referenced in this Agreement shall be forwarded to that Party for disposition.
- ii. The Agency retains the legal authority to disclose Unemployment Information to persons or entities that are not the customer or employee who is the subject of information as otherwise permitted by law (20 CFR 603.9(c)(i) and ORS 657.665).
- iii. Ensure timely destruction of confidential records, either in electronic format or reduced to readable media, after their intended use.

5.1.9 Provide training in confidentiality procedures to its employees authorized to view confidential records being disclosed under this Agreement;

5.1.10 Ensure its employees with access to this information have been instructed about confidentiality requirements and sanctions for unauthorized disclosure and will adhere to State (ORS 657.665 (7)) and Federal (20 CFR 603.9(b)) requirements and procedures. (See also Attachment 3);

5.1.11 Report any violation of this Agreement immediately and in full to the Agency Agreement Administrator; and

5.1.12 Ensure that confidential data received from Agency under the terms of this Agreement are not transferred to or stored on laptop computers or portable storage devices such as USB keys and external hard drives.

5.1.13 Shall complete an Annual Implementation Audit Certification form (Attachment 1) to be

completed and submitted to the Agency upon request and on or before January 15th of each year the Agreement is in force and effect per Section 29.

5.1.14 Contact Agency's Agreement Administrator for the following:

5.1.14.1 When a new network user account is needed. New network user accounts require First name, M.I. (middle initial) and Last name.

- i. Local Board's Agreement Administrator shall submit a request to Agency's Agreement Administrator requesting authentication and required access rights to the specific Agency network application.

5.1.14.2 When a new RACF ID account is needed. New RACF ID accounts require First name, M.I. and Last name.

- i. To access Agency mainframe data, transaction IDs or screens controlled by Agency's Lightweight Directory Access Protocol (LDAP) or RACF, there is a requirement for users to have a "HEXxxxx" ID assigned in order to properly connect. The Local Board's Agreement Administrator shall submit a request to Agency's Agreement Administrator requesting authentication and required access rights to the specific Agency mainframe data. Local Board may alternatively require its own RACF group, containing Local Board RACF IDs, to be mapped to an Agency general resource profile. These accounts are used to authenticate a user.

5.1.14.3 When a network account needs a password reset because of account lockout. Agency's Agreement Administrator shall submit a request to OED_HELPDESK@oregon.gov with the network user account and full user name. Request from individual users will be forwarded to the Local Board Agreement Administrator for validation.

5.1.14.4 When a RACF ID account needs a password reset because of account lockout. Local Board's Agreement Administrator shall submit a request to OED_RACF_EMPLOYMENT@oregon.gov with the RACF ID and full user name. Requests from individual users will be forwarded to Local Board's Agreement Administrator for validation.

5.1.14.5 When a network or RACF ID account is no longer needed:

- i. Local Board's Agreement Administrator shall promptly submit a user deletion request to OED_RACF_EMPLOYMENT@oregon.gov when a user's access to Agency's network or data is no longer needed.
- ii. Agency RACF administrators will submit to Local Board a list of active accounts at least every 6 months or upon request from Local Board. Local Board shall verify and validate the list of current accounts against actual users. Local Board shall report back to the Agency RACF administrator

immediately upon identification, any active accounts that need to be removed.

5.2 Agency shall:

5.2.1 Share confidential records in the Agency's data systems, subject to the terms and conditions of this Agreement, provided however, Agency expressly reserves the right, without notice, to deny access to any portion of such information as Agency, in its sole discretions, deems necessary or prudent;

5.2.2 Section 1137 of the Social Security Act requires certain Federally-funded, State-administered public assistance programs to establish procedures for obtaining, using and verifying information relevant to determinations as to eligibility and the amount of assistance. The Agency must maintain information, as enumerated in § 435.960, to exchange for the purpose of enabling any agency or program referenced in § 435.945(b) to verify income, eligibility of, and the amount of assistance for its applicants and recipients; and

5.2.3 Provide access to Local Board similar to Agency's Workforce Operations user profiles.

SECTION 6: COMPENSATION AND PAYMENT TERMS

No consideration for expenses incurred by any Party for the operation and maintenance of the systems described in Section 2, including costs of accessing data and information, shall be included in this Agreement.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Board represents and warrants to Agency that:

7.1 The Local Board is duly organized and validly existing. Local Board has the power and authority to enter into and perform this Agreement;

7.2 The making and performance by Local Board of this Agreement (a) have been duly authorized by Local Board, (b) 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 or any provision of Local Board charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Board is party or by which Local Board may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Board of this Agreement, other than those that have already been obtained; and

7.3 This Agreement has been duly executed and delivered by the Local Board and constitutes a legal, valid and binding obligation of Local Board enforceable in accordance with its terms.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Board.

SECTION 8: 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 Agency or any other agency or department of the State of Oregon, or both, and Local Board that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. 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, to or from any Claim or from the jurisdiction of any court. LOCAL BOARD, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: CONTRIBUTION

9.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9 with respect to the Third Party Claim.

9.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Board (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Board in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Board on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The

relative fault of Agency on the one hand and of Local Board 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

9.3 Notwithstanding the foregoing, Local Board shall have control of the defense and settlement of any Third Party Claim described in this section 9. However, neither Local Board nor any attorney engaged by Local Board shall defend the Third Party Claim in the name of the State of Oregon or any Agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Local Board settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Local Board is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

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

SECTION 10: LOCAL BOARD DEFAULT

Local Board will be in default under this Agreement upon the occurrence of any of the following events:

10.1 Local Board fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

10.2 Any representation, warranty or statement made by Local Board in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Board is untrue in any material respect when made;

10.3 Local Board (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

10.4 A proceeding or case is commenced, without the application or consent of Local Board, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Board, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Board or of all or any substantial part of its assets, or (c) similar relief in respect to Local Board under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Board is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 11: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 12: REMEDIES

12.1 In the event CEO or Local Board is in default under Section 10, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 14, (b) requiring Local Board to perform, at Local Board expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, or (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

12.2 In the event Agency is in default under Section 11 and whether or not CEO or Local Board elects to exercise its right to terminate this Agreement under Section 14.3, or in the event Agency terminates this Agreement under Section 14.2, in no event will Agency be liable to Local Board for any expenses related to termination of this Agreement or for anticipated profits.

SECTION 13: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 14: TERMINATION

14.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 Agency may terminate this Agreement as follows:

14.2.1 Upon 30 days advance written notice to Local Board;

14.2.2 Immediately upon written notice to Local Board, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

14.2.3 Immediately upon written notice to Local Board, if Local Board is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Board;

14.2.4 Immediately upon written notice to Local Board, if Local Board, or any of its officers, employees, discloses or uses the information provided pursuant to this Agreement in any way other than as provided in this Agreement or if any such use or disclosure violates any applicable state or federal laws;

14.2.5 Immediately upon written notice to Local Board, if Local Board materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger Agency's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the Agency's notice to of such breach or failure, or within such longer period of cure as the Agency may specify in such notice. In the event of a breach by Local Board, further disclosure of information from Agency to Local Board immediately shall cease until Agency is satisfied that the breach has been cured and there will be no further breach; or

14.2.6 As otherwise expressly provided in this Agreement.

14.3 Local Board may terminate this Agreement as follows:

14.3.1 Immediately upon written notice to Agency, if Local Board fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Board reasonable administrative discretion, to perform its obligations under this Agreement;

14.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Board performance under this Agreement is prohibited or Local Board is prohibited from paying for such performance from the planned funding source;

14.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

14.3.4 As otherwise expressly provided in this Agreement.

14.4 Notwithstanding Section 27 of this Agreement, upon expiration or termination of this Agreement, Local Board shall surrender to Agency all information obtained from Agency (and any copies thereof) which has not previously been returned to Agency.

SECTION 15: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 16: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 17: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 13, 15 and 17 hereof and those rights and obligations that by their express terms survive termination of this

Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 18: SEVERABILITY

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

SECTION 19: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 20: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 21: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that CEO and Local Board are not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 22: INTENDED BENEFICIARIES

Agency, CEO, and Local Board are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 23: FORCE MAJEURE

None of the Parties are responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its

obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Board after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 24: ASSIGNMENT AND SUCCESSORS IN INTEREST

CEO and Local Board may not assign or transfer their interest in this Agreement without the prior written consent of Agency and any attempt by Local Board to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Board assignment or transfer of its interest in this Agreement will not relieve Local Board of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 25: SUBCONTRACTS

Local Board shall not enter into any subcontracts for any of the work required of Local Board under this Agreement.

SECTION 26: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 27: RECORDS MAINTENANCE AND ACCESS

CEO and Local Board shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Board shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Board, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Board performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Board, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Board acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Board shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required

by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Board shall maintain Records in accordance with the records retention schedules set forth in OAR chapter 166.

SECTION 28: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 29: AUDIT REQUIREMENT

29.1 CEO and Local Board shall complete and submit electronically to Agency at OED_AUDIT_CERT@oregon.gov a Confidential Information and Data Sharing Annual Implementation Audit report (Attachment 1) upon request of Agency, and annually on or before January 15th of each year. The e-mail must contain this Agreement number in the subject line. Pursuant to OAR 471-010-0125, all written agreements with entities other than “Hosted Workers” that have access to Agency information shall stipulate that, no less than once a year, the entity shall conduct an audit of the processes by which the entity implements the agreements(s). The audits shall include, but are not limited to:

- 29.1.1 How is access to Agency information granted;
- 29.1.2 How is access to Agency information controlled;
- 29.1.3 Why access to Agency information is granted, based on OAR 471-010-0105 and ORS 657.665;
- 29.1.4 Who is accessing Agency information;
- 29.1.5 What specific program(s) within the entity need access to Agency information;
- 29.1.6 Which specific positions within the program(s) need access to Agency information;
- 29.1.7 What specific Agency information is needed;
- 29.1.8 Agency shall have final authority to determine whether CEO and Local Board are in compliance with the procedures in OAR 471-010-0125(1).

SECTION 30: ON-SITE INSPECTIONS

Pursuant to 20 CFR § 603.10(b)(1)(vi), Agency may conduct on-site inspections of any areas of CEO and Local Board where confidential Agency information is used or stored, on a schedule to be determined by Agency, to assure that the requirements of 20 CFR Part 603 and ORS 657.665 are being met.

SECTION 31: FEDERAL PRIVACY ACT

31.1 In order for a government agency to obtain or use an individual’s Social Security Number for a particular purpose, the Privacy Act of 1974 (5 U.S.C. 552a) requires the

government agency to establish its authority to request that the individual disclose his or her Social Security Number, and to inform the individual whether that disclosure is mandatory or voluntary, by what statutory or other authority the number is solicited, and what uses will be made of it.

31.2 CEO and Local Board expressly warrants to Agency that any Social Security Numbers to be provided by Agency to Local Board pursuant to this Agreement have been obtained in compliance with the Federal Privacy Act and the intended use of such numbers for the purpose described in this Agreement has been adequately disclosed to the individuals who provided the numbers.

SECTION 32: PROTECTION OF CONFIDENTIALITY

32.1 Pursuant to 20 CFR Part 603, CEO and Local Board expressly warrant to Agency that the information disclosed by Agency to CEO and Local Board under this Agreement shall be used only to the extent necessary for the performance of official duties of CEO and Local Board and shall be disclosed only for the purposes defined in this Agreement and shall not be used for any purposes not specifically authorized in this Agreement.

32.2 CEO's and Local Board's Authorized Representatives and all staff having access to Agency information under this Agreement shall read, sign and submit to Agency's Authorized Representative an Agency Information Security Policy Acknowledgement Form (Attachment 2) and a Commitment to Confidentiality Agreement (Attachment 3) prior to Agreement execution. CEO and Local Board shall require any staff provided access to Agency information under this Agreement after Agreement execution to do the same prior to that staff receiving access to any confidential information.

32.3 CEO assumes responsibility for any misuse or inappropriate disclosure of the information provided by Agency pursuant this Agreement.

32.4 CEO and Local Board shall store the information disclosed by Agency to Local Board in a place physically secure from access by unauthorized persons. If information disclosed by Agency is maintained in electronic format, such as magnetic tapes or discs, Local Board shall store that information in such a way that unauthorized persons cannot obtain the information by any means. If information disclosed by Agency is stored in computer systems, Local Board shall undertake precautions to ensure that only authorized personnel are given access to that information.

32.5 CEO and Local Board shall not re-disclose the information disclosed by Agency to under this agreement.

SECTION 33: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Clackamas County Chief Elected Officer

By:

Authorized Signature	Title	Date
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Printed Name

Local Workforce Development Board

By:

Authorized Signature	Title	Date
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Printed Name

State of Oregon, acting by and through its Employment Department

By:

Authorized Signature	Title	Date
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Printed Name

ATTACHMENT 1

**CONFIDENTIAL INFORMATION AND DATA SHARING
ANNUAL IMPLEMENTATION AUDIT CERTIFICATION**

Agreement Number:	
Designated Workforce Partner Name:	
Designated Workforce Partner's Authorized Representative:	
Today's Date:	

Pursuant to OAR 471-010-0125, all written agreements with entities other than "Hosted Workers" that have access to Oregon Employment Department (OED) information shall stipulate that, no less than once a year, the entity shall conduct an audit of the processes by which the entity implements the agreement(s). The audits shall include, but are not limited to:	Included in Audit (please initial)
7. How is access to OED information granted?	
8. How is access to OED information controlled?	
9. Why access to OED information is granted, based on OAR 471-010-0105 and ORS 657-665?	
10. Who (within your agency) is authorized to grant and revoke access to OED information?	
11. What specific programs within the agency need access to OED information?	
12. Which specific positions within the programs need access to OED information?	
13. What specific OED information is needed?	
14. Whether access to OED information is granted to contractors. If yes: a. Who is the contractor? b. Why is the contractor being granted access?	Not Applicable
15. What "informed consent" if any, the agency uses when gathering information from its customers?	

By signing below, I attest that the audit required by OAR 471-101-0125 has been completed including each of the applicable subsections above.

Signature: _____ Date: _____

This signed audit form shall be sent to OED at OED_AUDIT_CERT@oregon.gov pursuant to Section 29.

ATTACHMENT 2

OREGON EMPLOYMENT DEPARTMENT INFORMATION SECURITY POLICY ACKNOWLEDGEMENT FORM



w w w . w o r k i n g i n o r e g o n . o r g

Oregon Employment Department Information Security Policy Acknowledgment Form

The Oregon Employment Department (OED) routinely updates security controls and measures to be certain that information assets are protected; ensuring confidentiality, integrity, and availability. As part of this on-going effort, security policies are reviewed annually, updated, and implemented.

OED's Information Security IRM 7 (2) policy and policy procedures define users of agency information resources expectations for behavior and activities as it pertains to such information resources. By signing this agreement I acknowledge that I have received a copy of OED's Information Security Policy IRM 7 (2) and the relevant policy procedures. I certify that I have read and understood that as an employee I am granted access to agency information resources to perform job functions and if I have any questions regarding use, I will discuss them with my supervisor; or as a non-employee may have access to information resources to perform contractual agreement responsibilities and if I have questions I will discuss them with my OED Manager Contact.

I understand this signed agreement will be placed in my Personnel file (or Managers' file if a Volunteer, Contractor, Vendor, Consultant or Partner). I further understand any violation of these policies can result in limitation, suspension, or revocation of access to agency information assets and can lead to other disciplinary action up to and including dismissal from State service, termination of contract, or monetary damages (maximum fine allowed by law). Knowingly violating portions of this policy may also constitute "computer crime" under ORS 164.377.

Employee / Worker Signature

Printed Employee / Worker Name

Date

Non-employee Signature
(if non-OED employee)

Printed Name

Date

Manager/Manager Contact Signature

Printed Manager Name


Date

*The OED Information Security IRM 7 (2) policy is available at:
http://xpedio3.emp.state.or.us/stellent/groups/policydocs/documents/policy/securitypolicy_20090220.pdf

Rev: 10/21/2010

ATTACHMENT 3

COMMITMENT TO CONFIDENTIALITY AGREEMENT

Oregon Employment Department Commitment to Confidentiality – Level 3 (Full Access)		
FEDERAL LAW		
<p>The U.S. Department of Labor holds that under Sections 303(a)(1) and 303(a)(8) of the Social Security Act, information collected and maintained for the administration of the unemployment compensation program is confidential and, with certain exceptions, not subject to disclosure. This confidentiality requirement pertains to information required from individuals and employers or employing units for the purposes of administration of the state's unemployment compensation laws. This includes, among other items, the customer's name, address, social security number, earnings/wages, and employer BIN number.</p>		
STATE LAW		
<p>Oregon Revised Statute 657.665 provides "all information in the records of the Employment Department pertaining to the administration for the unemployment insurance, employment service and labor market information programs is confidential and for the exclusive use and information of the Director of the Employment Department in administering the programs which the agency oversees except as otherwise provided in ORS 657.665." ORS 657.665 also specifies certain circumstances under which confidential information may be shared with specified entities for specified purposes.</p>		
DEPARTMENT RULES (OARs)		
<p>OAR 471-010-0080 through 0125 provide additional authority and direction regarding access to, use, and disclosure of customer information provided to the Oregon Employment Department. The administrative rules detail the allowances for sharing customer information with partners in the one-stop system, law enforcement officials, agents, legislators, and attorneys. The rules also provide the sanctions for unauthorized disclosure, the need for interagency agreements to share the information, and a description of additional concepts discussed in both rule and statute.</p>		
UNDER PENALTY OF DISQUALIFICATION		
<p>ORS 657.665(6) Any person or any officer or employee of an entity to whom information is disclosed by the Employment Department under this section who divulges or uses the information for any purpose other than that specified in the provision of law or agreement authorizing the use or disclosure may be disqualified from performing any service under contract or disqualified from holding any appointment or employment with the state agency that engaged or employed that person, officer or employee. The Employment Department may immediately cancel or modify any information sharing agreement with an entity when a person or an officer or employee of that entity discloses confidential information, other than as specified in law or agreement.</p>		
UNDERLYING GUIDELINES		
<ol style="list-style-type: none"> 1. You may have access to records only as necessary to do your job. DO NOT discuss identifying information from our records with coworkers unless you or they must do so in order to do your job. 2. Once accessed, the information may only be used for the purposes for which this confidential information sharing was approved. 3. Unless you have been given authority to discuss or disclose confidential information, refer to your supervisor all contacts that could result in disclosure. 4. Any unauthorized use constitutes a breach of confidentiality and is not within the scope of duties of any officer, agent, or employee. Unauthorized publication of the information is absolutely prohibited. Such unauthorized use is to be reported immediately to your supervisor. The supervisor will immediately call the OED help desk and ask to speak the security manager or the security incident responder on duty. The supervisor will then report the details to the security personnel. <p>I understand that all information and data contained in OED records is confidential and not for release except under certain defined circumstances. I also understand that, as a non-OED employee, if I access or disclose any information not authorized by law, rule or policy, action up to and including revocation of access to agency information assets and termination of contract will be taken, which may also include monetary damages (maximum fine allowed by law).</p> <p>Should I have questions, in the future; regarding the confidentiality of OED records I will refer and discuss them with the OED Manager contact prior to releasing the information.</p>		
Signature:	Printed Name:	Date:
Organization:	Location:	
Manager Signature:	Printed Manager Name:	Date:

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