

AGENDA

Thursday, April 20, 2017 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2017-28.

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of a Contract with Ballard Spahr, LLP for Bond Tax Counsel Services
2. Approval to Apply to the CareOregon Community Benefit Grant Program for Development Investments Related to the Housing Authority Redevelopment Plans

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

1. Presentation of 2017 Point-in-Time Homeless Count and Recognition of Winter Warming Centers (Brenda Durbin, Social Services)

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

IV. PUBLIC HEARING *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Board Order No. _____ for Boundary Change Proposal CL 17-002, Final Approval of Annexation to Tri-City Service District (Chris Storey, Assistant County Counsel and Ken Martin, Boundary Change Consultant)

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

A. Health, Housing & Human Services

1. Approval of a Sub-recipient Grant Agreement with the Mental Health Association of Oregon for Alcohol and Drug Peer Support – *Behavioral Health*

2. Approval of Amendment No. 16 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

B. Finance Department

1. Resolution No. _____ Approving the Submission of the Assessor's CAFFA Grant Application for Fiscal Year 2017-2018
2. Approval of a Revision to the Bylaws of the Clackamas County Audit Committee

C. Elected Officials

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

D. Community Corrections

1. Approval to Apply for a Grant with the US Department of Justice to Study Early Intervention for Opioid Users

VI. DEVELOPMENT AGENCY

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. to Provide Design and Construction Engineering Services for the Boyer Drive Extension Project - *Procurement*

VII. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Resolution No. _____ Approving the Purchase of Two Heavy Work Trucks for Clackamas County Service District No. 1 - *Procurement*

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html

April 20, 2017

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Contract with Ballard Spahr, LLP for Bond Tax Counsel Services

| | |
|--|--|
| Purpose/Outcomes | Execute Contract between Housing Authority of Clackamas County (HACC) and Ballard Spahr, LLP for Bond Tax Counsel Services |
| Dollar Amount and Fiscal Impact | Total Contract is \$300,000: \$100,000 each year over three (3) year term |
| Funding Source(s) | Housing Authority of Clackamas County No County General Funds |
| Duration | March 7, 2017 through March 6, 2020 |
| Previous Board Action | None |
| Strategic Plan Alignment | 1. Provide sustainable and affordable housing 2. Ensure safe, healthy and secure communities |
| Contact Person | Chuck Robbins, HACC Executive Director (503) 650-5666 |
| Contract Number | H3S Contract #8002 |

BACKGROUND:

The Clackamas County Housing Authority (HACC) a Division of the Health, Housing & Human Services Department requests approval to execute a three (3) year contract with Ballard Spahr, LLP. Ballard Spahr is a legal firm that provides counsel on Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program and Bond Tax for affordable housing development.

Ballard Spahr will provide HACC with Bond Tax Counsel service for Rosewood Terrace, 212-unit affordable housing project and future affordable housing. Ballard Spahr offers a range of legal counsel services for navigating the HUD/RAD regulatory environment and will assist HACC in redevelopment of its Public Housing portfolio, Low Income Housing Tax Credit (LIHTC) and special needs housing. This will assure the appropriate reinvestment, rehabilitation and redevelopment of HACC's portfolio.

Ballard Spahr will be performing the following three (3) tasks for HACC:

1. HACC Rental Assistance Demonstration (RAD) Program Counsel
2. HACC Section 18 Disposition Counsel
3. Bond Tax Counsel – Preparation and issuance of federal income tax opinion concerning excludability of interest on debt from gross income following receipt and review of all necessary due diligence.

RECOMMENDATION:

Staff recommends the Board approve the Ballard Spahr, LLP Contract and staff recommends the Board authorizes Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

RAD/HUD AND BOND TAX COUNSEL FOR DEVELOPMENT – PROJECT #16005

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY

P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

**CONTRACT
PROJECT # 16005
Contract #**

THIS AGREEMENT, (this "Agreement"), made this 7th day of March in the year 2017 by and between "BALLARD SPAHR LLP" a business entity organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the "Consultant," and the **Housing Authority of Clackamas County** hereinafter called the "PHA."

WITNESSETH, that the Consultant and the PHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Consultant shall provide legal consultation and related services for the purposes of assisting the PHA with the development or redevelopment of affordable housing (the "Work"). The nature and scope of services are listed and specified in the Exhibit A of this Agreement.

ARTICLE 2. The Contract Price. The PHA shall pay the Consultant for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, not to exceed sum one hundred thousand dollars (\$100,000.00) on an annual basis billed at the hourly rate set forth therein for the work.

ARTICLE 3. Term of Contract. The PHA shall engage the services of the Consultant for a period of three years. The PHA may terminate this Agreement at any time without penalty and shall have no further obligations to Consultant, other than the obligation to pay Consultant fees for work done and expenses incurred prior to the date the PHA terminates this Agreement. Upon notice from the PHA of the termination of this Agreement, the Consultant shall promptly cease work and convey closing files as required under this Agreement.

ARTICLE 4. Contract Documents. The Agreement Documents shall consist of the following component parts:

- a. This Agreement
- b. Scope of Work (Exhibit A)
- c. Instructions to Offerors Non-Construction (Exhibit B)
- d. Certifications and Representations of Offerors (Exhibit C)
- e. General Conditions for Non-Construction Contracts (Exhibit D)

This Agreement, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Agreement as if hereto attached or herein repeated, form the Agreement. In the event that any provision in any component part of the Agreement Documents conflicts with any provision of any other component part, the provision of the component part first listed in this Article 4 shall govern, except as otherwise specifically stated.

ARTICLE 5. Indemnity. The Consultant agrees to indemnify, save harmless and defend the PHA, its officers, elected officials, employees and agents from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, from or payable to any third party, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or gross negligence of the Consultant or the Consultant's employees or agents in performance of Consultant's obligations under this Contract.

ARTICLE 6. Tax Laws.

6.1 The Consultant represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

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

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

- a. Termination of this agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Consultant, in an amount equal to PHA's setoff right, without penalty; and

RAD/HUD AND BOND TAX COUNSEL FOR DEVELOPMENT – PROJECT #16005

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY

P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

Approved As To Form:



Clackamas County Counsel

7 March 2017

Date

[Signature page follows]

RAD/HUD AND BOND TAX COUNSEL FOR DEVELOPMENT – PROJECT #16005

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY


P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in **one or more** original counterparts, each of which shall be deemed an original, as of the day and year first above written.

Attest:

BALLARD SPAHR LLP

(Consultant)

 3/30/2017
Authorized Representative's Signature / Date

Amy M. McClain/Partner

(Authorized Representative's Name / Title - Print or Type)

23-0382195

(Federal I.D. Number)

**1735 Market Street, 51st Floor
Philadelphia, PA 19103**

(Business Address - Street, City, State, Zip)

7295

(State of Oregon CCB License Number)

Attest:

Housing Authority of Clackamas County

(Owner)

(Authorized Representative's Signature / Date)

(Authorized Representative's Name / Title - Print or Type)

**HACC, P.O. Box 1510, 13900 S. Gain St., Oregon City,
OR 97045**

(Business Address - Street, City, State, Zip)

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

CERTIFICATION

I RAYMOND G. TRUIT

certify that I am the managing partner / operations and finance
at the limited liability partnership named as Consultant herein, that Amy M. McClain
who signed this Contract on behalf of the Consultant, was then a partner
of said limited liability partnership; that said Contract was duly signed for and in behalf of said
limited liability partnership by authority of its governing body, and is within the scope of its
powers.

(Corporate Seal)
Raymond G. Truit 3/31/17

(Authorized Representative's Signature / Date)

RAYMOND G. TRUIT, MANAGING PARTNER /
(Authorized Representative's Name / Title - Print or Type)
OPERATIONS & FINANCE

(Print or type the names underneath all signatures)

Exhibit A – Scope of Work

Within the categories indicated above, the selected contractor(s) will be a direct advisor to PHA throughout the entire development process. The contractor(s) will be expected to work in partnership with HACC staff, development partner(s), if applicable, HUD representatives, HACC's General Counsel, financial consultant, lenders, investors and other relevant project partners. HACC anticipates the specific scope of services will include the following general tasks:

HACC Rental Assistance Demonstration (RAD) Program Counsel:

- Advise on steps of RAD Application and Conversion Process;
 - Financial Feasibility & Structuring
 - Citizen Participation
 - Application Narrative
 - Lender Commitments
- Work with HACC's Financial Advisor on Financial Feasibility (see above);
- Advise on Resident matters affecting residents including but not limited to, screening, resident notification, right to return, relocation assistance,
- Assist with process and protocol for obtaining a HUD Commitment on either Project Based Vouchers (PBV) or Project Based Rental Assistance (PRBA) Vouchers;
- Advise on matters of Resident Choice Mobility;
- Closing process and all required actions and related documents;
- Advise on matters of asset management and operations post-closing of RAD Conversion especially compliance requirements and monitoring, impact of income changes of tenants, rent increases, required services or other compliance matters whether a continuation of variation of the public housing program;

HACC Section 18 Disposition Counsel:

- Advise on steps of the Public Housing Disposition Process:
 - Outline of complete process for disposition of public housing units and land;
 - Advise on approaches to utilizing Disposition fund for redevelopment of affordable housing under disposition regulations;
 - Advise on determination of public housing obsolescence;
 - Assist with application process to HUD's Special Application Center (SAC)
 - Advise on impact on HACC's operating and capital funds upon disposition; and
 - Advise on other matters of Section 18 as applicable.

Bond Tax Counsel:

- Preparation and issuance of federal income tax opinion concerning excludability of interest on debt from gross income following receipt and review of all necessary due diligence.

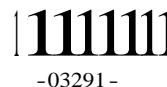
Billing Rates

| Attorney | Standard Hourly Rate | Discounted Hourly Rate |
|--------------------------|----------------------|------------------------|
| Amy McClain, Partner | \$585 | \$490 |
| Amber Mohr, Associate | \$410 | \$350 |
| Saidah Grimes, Associate | \$315 | \$265 |

The foregoing rates are based on our 2016 hourly rates and will adjust as of January 1 each year to the then current hourly rates. Should the work require assistance from other Ballard Spahr lawyers or paralegals, we will advise you of the standard and discounted hourly rate for each of any legal professional added to assist with the scope of work.

Instructions to Offerors Non-Construction

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



-03291-

Exhibit B

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "Working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/ HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an Invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

OMB Approval No: 25n-0180 (exp. 7/30/96)

Exhibit C

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that-

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Amy M. McClain 3/30/2017
Signature & Date:

Amy M. McClain
Typed or Printed Name:

Partner, Ballard Spahr LLP
Title:

General Conditions for Non-Construction Contracts

Exhibit D

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM

DATE: February 27, 2017

TO: COUNTY COUNSEL

ATTORNEY: Chris Storey

FROM: Angel Sully

EXTENSION: 3165 DEPARTMENT/DIVISION: H3S/HACC

BILL TO: HACC (Department/Division to be billed)

TYPE OF DOCUMENT: RAD/HUD Counsel Contract

NAME OF DOCUMENT: RAD/HUD Counsel Contract

REQUESTED RETURN DATE: Monday, March 6th, 2017

Please review and comment.

Project Manager: _____

Date: _____

CD Manager: _____

Date: _____

APPROVED ~~AS TO FORM:~~ *w/ changes*

County Counsel: Chris Storey

Date: 7 March

Counsel Comments:

*Approved w/ changes - I did sign but
please revise per comments.
Chris.*

Contract Transmittal Form

Health, Housing & Human Services Department

| | | | | |
|------------------------|------|-------------------------|-------------------|---|
| H3S Contract #: | 8002 | Division: | HA | <input type="checkbox"/> Subrecipient |
| Board Order #: | | Contact: | Stark, Jaymi | <input type="checkbox"/> Revenue |
| | | Program Contact: | Miller, Elizabeth | <input type="checkbox"/> Amend # \$ |
| | | | | <input type="checkbox"/> Procurement Verified |
| | | | | <input type="checkbox"/> Aggregate Total Verified |

Non BCC Item BCC Agenda **Date:** Thursday, April 20, 2017

CONTRACT WITH: Ballard Spahr LLP

CONTRACT AMOUNT: \$300,000.00

TYPE OF CONTRACT

| | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

| | | | |
|--|---------------------|---|---|
| <input checked="" type="checkbox"/> Full Fiscal Year | - | <input checked="" type="checkbox"/> 4 or 5 Year | - |
| <input checked="" type="checkbox"/> Upon Signature | 3/7/2017 - 3/6/2020 | <input checked="" type="checkbox"/> Biennium | - |
| <input type="checkbox"/> Other | - | <input type="checkbox"/> Retroactive Request? | - |

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why:

Professional Liability: Yes No, not applicable No, waived
If no, explain why:

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by Chris Storey Date Approved: Tuesday, March 07, 2017

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE: Elizabeth Miller

Date: 4/15/17

| | |
|----------------|--|
| H3S Admin Only | Date Received: _____ Date Signed: _____ Date Sent: _____ |
|----------------|--|

AGREEMENTS/CONTRACTS

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | New Agreement/Contract |
| | Amendment/Change Order Original Number _____ |

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Housing Authority

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Ballard Spahr LLP

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 4/20/17

PURPOSE OF

CONTRACT/AGREEMENT: Ballard Spahr shall provide legal consultation and related services for the purposes of assisting the PHA with the development or redevelopment of affordable housing. Contractor specializes in HUD mixed finance development.

H3S CONTRACT NUMBER: 8002

April 20, 2017

Housing Authority Board of County Commissioner
Clackamas County

Members of the Board:

Approval to Apply to the CareOregon Community Benefit Grant Program for
Development Investments related to Housing Authority Redevelopment Plans

| | |
|--|--|
| Purpose/Outcomes | Permission to apply for grant funds to identify best practices for the integration of affordable housing and public health in Public Housing redevelopment planning. |
| Dollar Amount and Fiscal Impact | Up to \$80,000 |
| Funding Source | CareOregon No County General Funds are involved No match requirements |
| Duration | One (1) Year from Award |
| Previous Board Action | None |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. Provide sustainable and affordable housing 2. Ensure safe, healthy and secure communities |
| Contact Person | Chuck Robbins, HACC Executive Director, 503-650-5666 |
| Contract No. | N/A |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services requests the approval to respond to a Community Benefit Grant from CareOregon. CareOregon has initiated a spring 2017 funding opportunity for Housing Development Investments. They have identified a priority around Housing Development requests that have the greatest impact on issues related to helping low income people overcome housing insecurity.

The Development Investments are intended to create a shared learning environment that can both provide our partners with important resources and involve key CareOregon staff in the learning process. They hope to both fund important work and increase their impact.

The grant would enable HACC to potentially partner with Public Health to conduct a health assessment as part of its redevelopment efforts.

If awarded funding, HACC will coordinate the planning efforts in a multi-disciplinary approach to inform best practices for redevelopment of public housing sites. HACC will partner with Clackamas County Public Health to initiate a health impact assessment evaluating components necessary to create a healthy, vibrant community that provides access to affordable housing.

RECOMMENDATION:

Staff recommends the approval to apply for this grant and acceptance of the award if funded. Staff further recommends authorizing Chuck Robbins, HACC Executive Director to sign all grant documents on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

April 20, 2017

Board of Commissioners
Clackamas County

Presentation of
2017 Point-in-Time Homeless Count and Recognition of Winter Warming Centers

| | |
|--|--|
| Purpose/Outcomes | Update the Board about the results of the 2017 Point in Time Homeless Count and highlight the exemplary work done during the recent winter by the County's three severe weather warming centers. |
| Dollar Amount and Fiscal Impact | No direct fiscal impact to the County. However, a bi-annual Point in Time Homeless Count is required to continue to receive HUD homeless housing funds, currently more than \$2.2 million annually. Warming center funding totaled \$129,585 from primarily one time only sources. |
| Funding Source | Federal Community Development Block Grant, County General Fund, State Emergency Housing Account, State Homeless Assistance Program |
| Duration | The 2017 Homeless Count took place on January 23 rd . Warming centers opened as needed from December 4, 2016 to February 25, 2017. |
| Previous Board Action | The Board provides base funding of \$40,000 annually to support warming centers. Commissioner Savas helped survey homeless people during the Point in Time Count. |
| Strategic Plan Alignment | Individuals and families in need are healthy and safe. |
| Contact Person | Brenda Durbin, Director, Social Services Division 503-655-8641 |
| Contract No. | N/A |

BACKGROUND:

Point-in-time Homeless Count - Clackamas County H3S Community Development and Social Services Divisions conducted a count of homeless individuals on January 23rd, 2017.

US Department of Housing and Urban Development (HUD) requires that each jurisdiction receiving homelessness funds complete a count of homeless individuals every two years. HUD currently provides more than \$2.2 million annually to 16 Clackamas County projects. These projects provide Coordinated Housing Assessment, Emergency Shelter, Rapid Re-Housing, Transitional Housing, and Permanent Supportive Housing services. Almost 900 homeless persons, including veterans and families with children, were assisted in the most recent reporting year. Many people housed are extremely vulnerable, including people with disabilities and people who have escaped domestic violence.

If the Homeless Count is not done to HUD's standards, funds from HUD would be at risk. H3S Community Development and Social Services Divisions partner with many agencies and organizations to conduct the Homeless Count, including food pantries, Oregon Department of Human Services, Clackamas County Sheriff's Office, Behavioral Health and Health Centers, Oregon Department of Education and all local school districts. Clackamas County's Homeless Count is unique in its depth and breadth of community outreach. 100 volunteers surveyed the many urban, suburban and rural areas of the County, each with its own local processes and pockets of poverty and homelessness.

Findings include:

- 2,293 total homeless individuals were identified in this year's count
- 746 individuals were unsheltered or living in a place not meant for a person to live, including 379 children under 18 identified by count volunteers and School Homeless Liaisons
- 157 people were housed in short term emergency shelter or transitional housing programs
- 1,295 people were counted as unstably housed, 'couch surfing' or at imminent risk of homelessness including 910 children identified by School Homeless Liaisons
- 85 individuals reported military service and of these, 52 were unsheltered.

Unfortunately, despite the 61 new permanent housing slots added to Clackamas County's inventory during the last two years, this Count indicates increases in all homeless populations. While it is impossible to determine the exact reasons for these increases, possible factors include:

- Widespread increases in housing costs (2016 HACCC study found 28% increase in market rents) without corresponding increases in income, especially among lowest income households
- Similar regional economic trends may have resulted in some people from neighboring counties relocating to Clackamas County
- More severe than usual weather may have brought more homeless persons into sites where counts were occurring
- Increased outreach and engagement efforts may have resulted in higher numbers of homeless persons willing to be counted
- Overall increase in county population may be another contributing factor
- Some households who were in the past unstably housed may now be literally homeless.

Staff would like to acknowledge the work of H3S Community Development and Social Services staff: Abby Ahern and Erika Silver for managing this effort; Lynne Deshler, contracted coordinator for the 2017 Homeless Count; Erin Skinner, Erin Schwartz and Derek Reinke who compiled the final report and the 100 volunteers, 36 agencies and 43 sites who helped conduct the homeless count, many of whom are here today.

We have asked a homeless count volunteer and a formerly homeless person to join us, and we hope that you will invite each of them to say a few words.

Warming Centers - Clackamas County H3S Social Services Division contracts with three warming centers that opened when overnight temperatures are predicted to be 33 degrees or below. This winter was more severe than usual and an extraordinary level of effort and coordination occurred, in alignment with the strategic goal of safety for individuals and families in need.

- There were 59 nights when at least one warming center opened. 487 people including 5 children were sheltered for at least one night. Combined, Clackamas Service Center, The Father's Heart Street Ministry and Molalla Warming Center provided 4,487 nights of shelter.
- No homeless persons died in Clackamas County during the severe winter weather.

Staff respectfully request the Board of County Commissioners accept the Point in Time Homeless Count report, acknowledge the extraordinary efforts of the three Severe Weather Warming Centers this last winter and that the Board continue their support to end homelessness in Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Clackamas County

2017 Point-in-Time Count of Homeless Individuals

Every two years, Clackamas County takes part in a nationwide effort to count homeless individuals who are sheltered within homeless assistance programs and those people who are unsheltered, living on the streets. The 2017 count took place on the night of January 23rd.

Nationally, homelessness is defined within two categories for the purpose of this count. The US Department of Housing and Urban Development (HUD) defines the homeless as:

- People who are sheltered within Emergency Shelters and Transitional Housing Programs
- People who are unsheltered, staying in places not meant for people to live such as in cars, parks, abandoned buildings, and on the street.

The State of Oregon uses a broader definition of homelessness, which includes people who are in unstable living situations, including temporary stays with family or friends, due to loss of housing and economic hardship.

In Clackamas County, the count of homeless individuals is conducted by combined efforts of county staff, other agency staff, and volunteers. One hundred volunteers and 36 programs or agencies took part in Clackamas County's 2017 count. Homeless people were surveyed during 89 separate assignments at 43 sites, including food pantries, faith based organizations, agency waiting rooms, shelters, schools and outdoor areas.

Additional information was collected on children in the school system experiencing homelessness from the Homeless School Liaisons throughout the county. That information only includes children, not any adults who may be in the household. Thus, data from the Homeless School Liaisons is presented separately from the rest of the data.

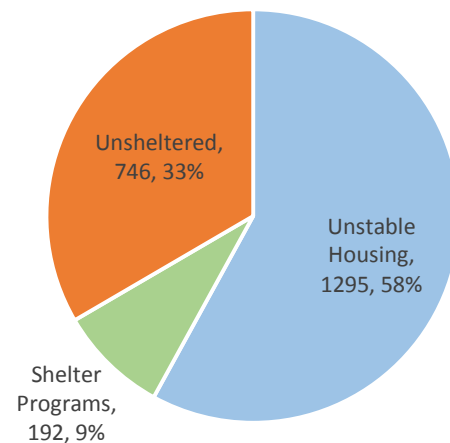
1,068 homeless people were counted, including:

- 157 people within emergency shelter, warming shelter and transitional housing programs
- 526 people were unsheltered
- 385 people were living in doubled-up or unstable housing due to economic hardship
- 294 of the 1068 counted were chronically homeless or in chronically homeless families*

1,165 homeless children were counted by Homeless School Liaisons and include:

- 35 children within emergency shelter, warming shelter, and transitional housing programs
- 220 children identified as being unsheltered.
- 910 children identified as living in doubled-up or unstable housing due to economic hardship.

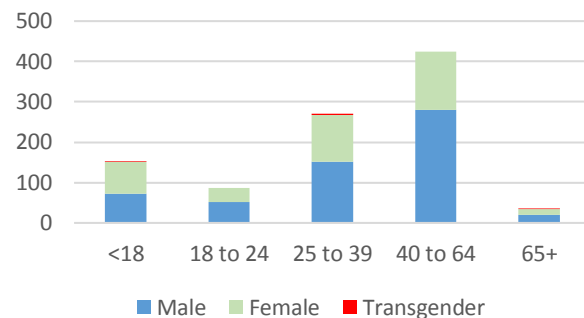
*Chronically homeless refers to those who have a disabling condition and have been unsheltered for a year or more in the past 3 years.



Demographics of Individuals Surveyed

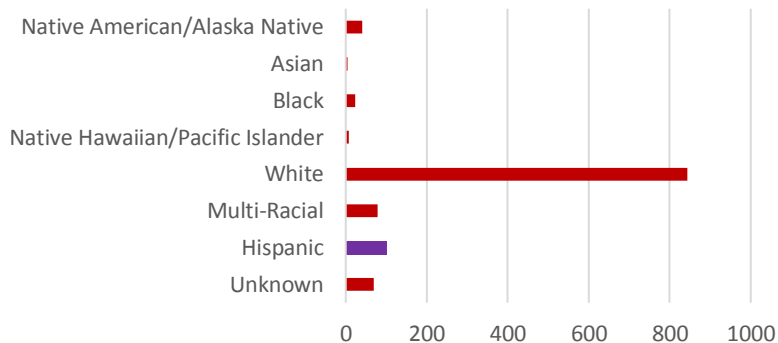
Age and Gender

| Age | Total | Male | Female | Transgender | Unknown |
|----------|-------|------|--------|-------------|---------|
| All Ages | 1068 | 624 | 419 | 5 | 20 |
| < 18 | 159 | 73 | 79 | 1 | 6 |
| 18 to 24 | 86 | 51 | 35 | 0 | 0 |
| 25 to 39 | 272 | 152 | 115 | 3 | 2 |
| 40 to 64 | 431 | 280 | 145 | 0 | 6 |
| 65+ | 36 | 20 | 15 | 1 | 0 |
| Unknown* | 84 | 48 | 30 | 0 | 6 |



Race and Ethnicity

| Ethnicity | |
|-------------------------------------|-----|
| Hispanic* | 100 |
| Race | |
| Native American / Alaska Native | 41 |
| Asian | 5 |
| Black | 23 |
| Native Hawaiian or Pacific Islander | 8 |
| White | 843 |
| Multi-Racial | 79 |
| Unknown** | 69 |



*Ethnically Hispanic individuals may identify as any race, and are also counted among the other races

**Given the nature of the count, some information is not available

Household Configurations

Households of all configurations were represented within the count.

- 298 individuals in households made up of adults with children were counted.
- School District Homeless Liaisons identified an additional 1,165 homeless children who are known to be in families, but for whom the makeup of their households is not known.
- 290 children were counted with no adult in their households (including those children designated as Unaccompanied by Homeless School Liaisons)
- 149 individuals were counted in households with more than one adult and without children
- 588 single adult households were counted

Chronically Homeless

HUD defines a chronically homeless individual as a homeless person with a disabling condition, who has been homeless continually for a year or longer, or has had four or more episodes of homelessness in the past three years totaling at least 12 months. A chronically homeless family is a household with at least one household member meeting the above criteria. Chronically homeless households were comprised of 294 people of which 69% identified as male and 30% as female.

Homeless Veterans

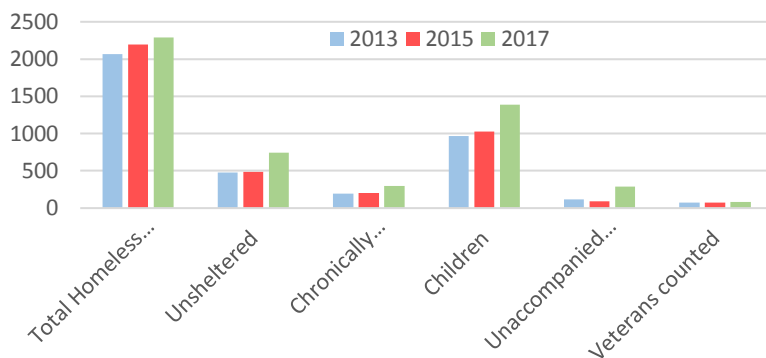
During the 2017 count 85 individuals reported that they had served in the US Armed Forces. Ten of these veterans live in households with children, 52 veterans were unsheltered and 30 veterans were Chronically Homeless.

| Age | Total | Male | Female | Transgender | Unknown |
|----------|-------|------|--------|-------------|---------|
| All Ages | 85 | 75 | 8 | 1 | 1 |
| 18 to 24 | 3 | 2 | 1 | 0 | 0 |
| 25 to 39 | 22 | 16 | 5 | 1 | 0 |
| 40 to 64 | 45 | 42 | 2 | 0 | 1 |
| 65+ | 6 | 6 | 0 | 0 | 0 |
| Unknown* | 9 | 9 | 0 | 0 | 0 |

The Point-in-Time Count over past years

Homeless Count Totals per year

| | 2017 | 2015 | 2013 |
|------------------------|------|------|------|
| Total Homeless counted | 2293 | 2196 | 2070 |
| Unsheltered | 746 | 484 | 478 |
| Chronically Homeless | 294 | 205 | 191 |
| Children | 1384 | 1026 | 965 |
| Unaccompanied youth | 290 | 95 | 113 |
| Veterans counted | 85 | 74 | 75 |



*2017 includes Homeless School Liaison numbers where applicable for accurate year-to-year comparison.

The total number of homeless counted in 2017 is 4% higher than the 2015 count total. Counts are much higher in number of unsheltered individuals (↑54%), homeless children (↑35%), and chronically homeless individuals (↑43%). The count of homeless veteran increased (↑15%).

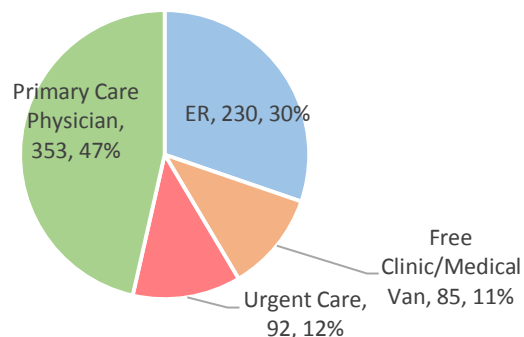
Caution should be taken in identifying trends in the number of homeless counted across years. Many factors affect the results of the Point-in-Time Count. Count methodology, volunteer availability, agency staff involvement, and weather (especially this winter) all impact the count.

Healthcare

691 people reported being able to access healthcare when they needed it over the past 12 months, while 153 people reported that they were not.

Where people accessed care

| | |
|-------------------------|-----|
| Emergency Room | 230 |
| Free Clinic/Medical Van | 85 |
| Urgent Care | 92 |
| Primary Care Physician | 353 |



Causes of Homelessness

Individuals surveyed for the count were asked to review a list of possible factors which may have contributed to their becoming homeless. Individuals could answer yes to as many reasons as they felt applied to them.

| Contributing factor | Count | Contributing factor | Count |
|--------------------------------|-------|--------------------------------|-------|
| Couldn't Afford Rent | 483 | Death in the Family | 67 |
| Unemployment | 437 | No-cause Eviction | 58 |
| Eviction | 251 | Property Sold | 58 |
| Kicked Out by Family / Friends | 226 | Discrimination | 33 |
| Criminal History | 167 | Foreclosure | 27 |
| Domestic Violence | 164 | Sexual Abuse/Rape | 24 |
| Mental/Emotional Health Issues | 159 | Pregnancy | 18 |
| Drugs or Alcohol Abuse (self) | 139 | Child Abuse | 8 |
| Medical Health Issues | 115 | Gender/Sexual Orientation | 6 |
| Drugs or Alcohol in the Home | 89 | Ran Away | 6 |
| Problems at Rental Property | 85 | Manufactured Home Park Closure | 3 |

590 individuals counted reported having a disabling condition.

Prevalence of Homelessness across Clackamas County

Of the individuals surveyed, 1025 provided a geographic location within the county where they were living at the time of the count.

| Location | Number of People |
|------------------|------------------|
| Oregon City | 202 |
| Clackamas | 171 |
| Molalla | 153 |
| Milwaukie | 115 |
| Clackamas County | 113 |
| Estacada | 65 |
| Canby | 36 |
| Colton | 34 |
| Sandy | 27 |
| Gladstone | 19 |
| Wilsonville | 15 |
| Happy Valley | 13 |
| Oak Grove | 12 |

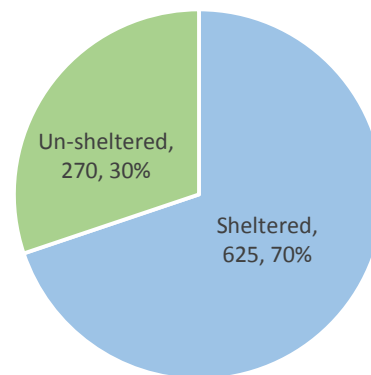
| Location | Number of People |
|-----------------|------------------|
| Eagle Creek | 11 |
| Barton | 7 |
| Government Camp | 5 |
| Lake Oswego | 4 |
| Brightwood | 4 |
| Boring | 4 |
| West Linn | 4 |
| Beavercreek | 3 |
| Welches | 3 |
| Mulino | 2 |
| Rhododendron | 1 |
| Viola | 1 |
| Aurora | 1 |

Housing Authority of Clackamas County

For the first time, Clackamas County used electronic data collection for some of the items from the PIT count survey. During the week of the PIT count, the Housing Authority of Clackamas County (HACC) opened their waiting lists and accepted online applications which included select items from the PIT count survey. However there were differences in both the number of questions asked (fewer on the HACC application) and the way they were asked due to the format of the electronic application, thus the results are not included in the official PIT count data.

A total of 895 unduplicated applicants indicated whether they were sheltered or unsheltered on the night of the PIT count. Of those, 625 reported staying in a sheltered location while 270 indicated they were unsheltered.

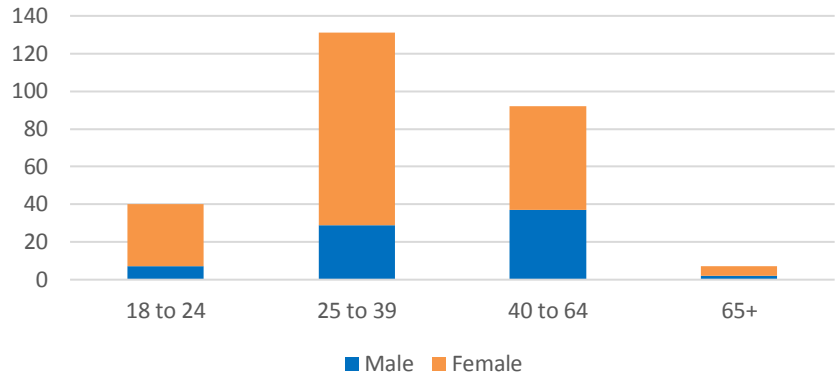
Applicants were also asked two additional items that were included on the PIT count survey. These items are designed to help assess the chronicity of an individual's homelessness. For unsheltered applicants, 40% or more indicated experiencing some degree of chronic homelessness.



| Unsheltered HACC Applicants | n | % |
|--|-----|-------|
| Continuously homeless for 1 year or more | 108 | 40% |
| Homeless 4 times or more during last 3 years | 131 | 48.5% |

Demographics of Homeless Housing Authority Applicants

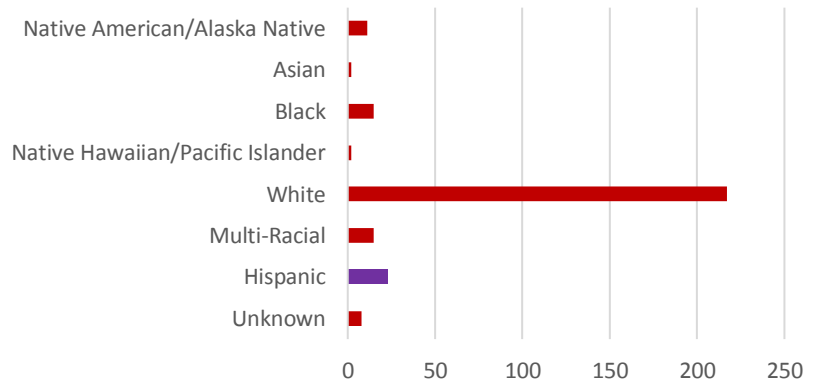
Age and Gender



| Age | Total | Male | Female |
|----------|-------|------|--------|
| 18 to 24 | 40 | 7 | 33 |
| 25 to 39 | 131 | 29 | 102 |
| 40 to 64 | 92 | 37 | 55 |
| 65+ | 7 | 2 | 5 |

Race and Ethnicity

| Ethnicity | |
|-------------------------------------|-----|
| Hispanic | 23 |
| Race | |
| Native American / Alaska Native | 11 |
| Asian | 2 |
| Black | 15 |
| Native Hawaiian or Pacific Islander | 2 |
| White | 217 |
| Multi-Racial | 15 |
| Unknown | 8 |

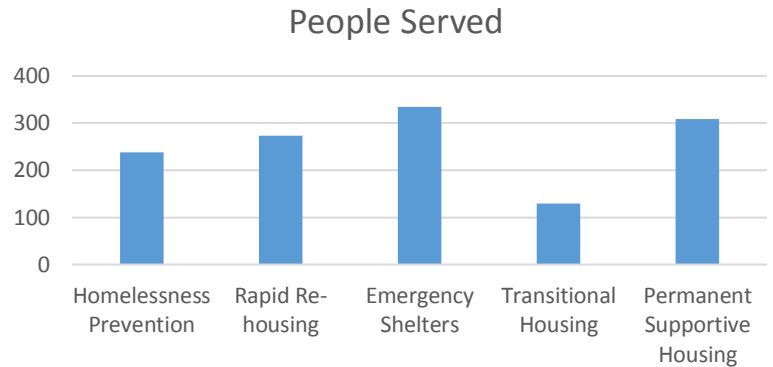


Clackamas County Services to Homeless Individuals

In Clackamas County there are five types of programs which address the housing needs of those experiencing homelessness or at imminent risk of homelessness: Homelessness Prevention, Emergency Shelter, Transitional Housing, Rapid Re-housing, and Permanent Supportive Housing.

Between October 1, 2015 and September 30, 2016:

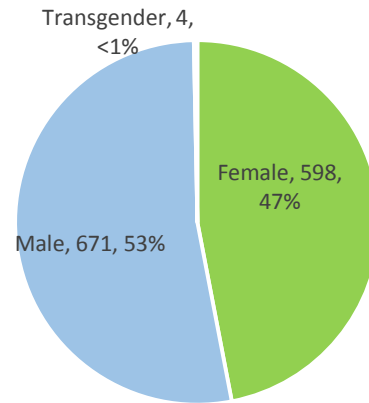
- 238 people were served in Homelessness Prevention programs
- 273 people were housed in Rapid Re-housing Programs
- 334 people were served in Emergency Shelters including warming shelters
- 130 were housed in Transitional Housing
- 309 were housed in Permanent Supportive Housing



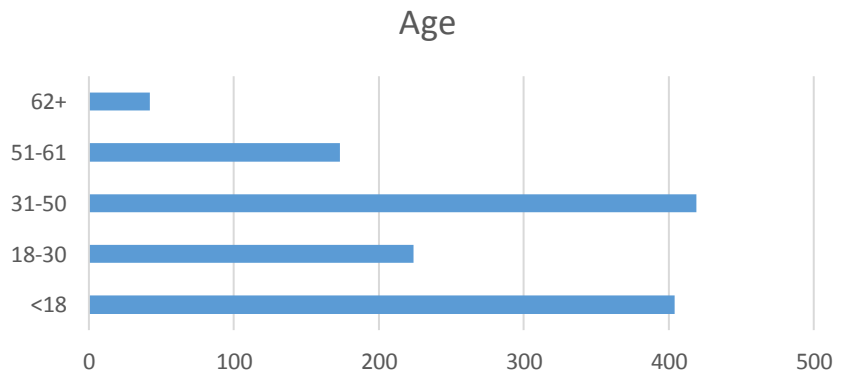
Clackamas County pulls an aggregated Annual Performance Report, which looks at a year’s worth of Homeless Management Information System (HMIS) data on Homelessness Prevention, Emergency Shelter, Rapid Re-Housing, Transitional Housing, and Permanent Supportive Housing programs. The report serves as a tool for identifying the characteristics of persons experiencing homelessness who are served in Clackamas County and, when paired with Point-in-Time data, can be used to identify potential gaps in services.

Demographics of Individuals Served in Clackamas County Homelessness Programs*

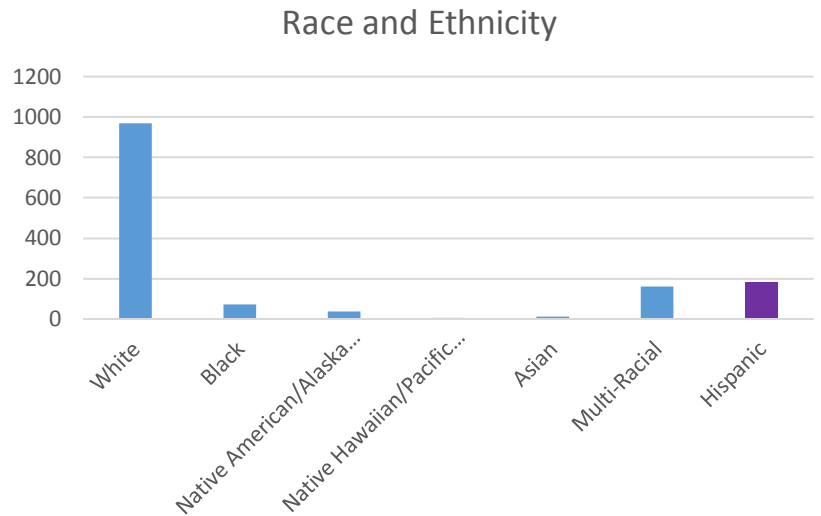
| Gender | | | |
|--------|--------|-------------|---------|
| Male | Female | Transgender | Unknown |
| 671 | 598 | 4 | 11 |



| Age | |
|--------------|-----|
| Under 1 | 30 |
| 1 to 5 | 121 |
| 6 to 12 | 156 |
| 13 to 17 | 97 |
| 18 to 24 | 121 |
| 25 to 30 | 103 |
| 31 to 50 | 419 |
| 51 to 61 | 173 |
| 62 and older | 42 |
| Unknown | 22 |



| Ethnicity | |
|----------------------------------|------|
| Hispanic/Latino | 179 |
| Non-Hispanic/Non-Latino | 1083 |
| Missing this information | 22 |
| Race | |
| White | 969 |
| Black or African-American | 71 |
| Asian | 11 |
| Native American/Alaska Native | 37 |
| Native Hawaiian/Pacific Islander | 5 |
| Multiple races | 162 |
| Other | 3 |
| Missing this information | 26 |



Household Configurations

309 adults and 395 children in households containing both adults and children were counted among the people receiving homeless housing and services.

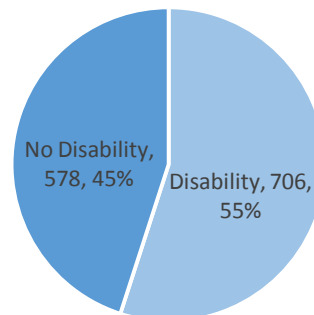
- 547 adults were in households without children
- 9 children were in child only households
- 24 people whose household type was unknown were counted

Homeless Veterans

Between October 1, 2015 and September 30, 2016, 92 homeless individuals reported that they had served in the US Armed Forces.

Disabled Adults

55% of people served in housing programs reported being disabled



Living Situations Prior to Entering Homeless Programs

The Annual Performance Report looks at the housing situations of individuals just prior to coming into homeless programs. People entering the programs are asked, at intake, where they were staying the night before they sought assistance.

| | | | | | |
|---|-----|--|---|--|-----|
| Emergency Shelter | 207 | Hospital (non-psychiatric) | 4 | Owned by client, no subsidy | 7 |
| Transitional housing for homeless persons | 33 | Jail, prison, or juvenile detention | 8 | Rental by client, no subsidy | 109 |
| Place not meant for human habitation | 223 | Foster care home or foster care group home | 3 | Rental by client, with subsidy | 38 |
| Safe Haven | 49 | Long-term care facility or nursing home | 2 | Hotel/Motel, paid by client | 13 |
| Psychiatric hospital or facility | 6 | Residential project or halfway house with no homeless criteria | 1 | Staying or living with family or friends | 131 |
| Substance abuse or detox center | 3 | PH for formerly homeless persons | 4 | Unknown | 443 |

For additional information contact Erika Silver, Clackamas County H3S Human Services Manager, ESilver@clackamas.us 503-650-5725



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

April 20, 2017

Board of County Commissioners
 Clackamas County

Members of the Board:

Boundary Order CL-17-002, Final Approval of Annexation to
Tri-City Service District

Stephen L. Madkour
 County Counsel

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

| | |
|--|---|
| Purpose/Outcomes | Conduct Public Hearing/Approve Order |
| Dollar Amount and Fiscal Impact | None |
| Funding Source | Not Applicable |
| Duration | Permanent |
| Previous Board Action | Discussed in Policy Session in September, 2016. Discussion with Tri-City Advisory Committee. Initiated by Board Order in February, 2017. Preliminarily approved March 30, 2017. |
| Strategic Plan Alignment | Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries |
| Contact Person | Chris Storey, Assistant County Counsel |
| Contract No. | Not Applicable |

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Tri-City Service District ("District" or "TCSD") is such a district.

Proposal No. CL 17-002 is a proposed annexation to Tri-City Service District.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting twenty notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the West Linn Tidings and twice in the Clackamas Review.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute the City of West Linn and the City of Oregon City have agreed to annexation of territory inside the respective cities into the District.

This proposal was initiated by the County Board (Order No. 2017-10 adopted February 23, 2017). The order meets the requirement for initiation set forth in ORS 198.850(3). The Board initially approved the proposal on March 30th.

The purpose of this hearing is to receive remonstrances, if any. If sufficient remonstrances are received, then an election would be ordered on the question of the annexation. If an insufficient number of remonstrances are received, then a final order of annexation can be entered and the properties would be annexed into TCSD as of the date of the order. An election is not mandatory because there is no permanent tax rate that is imposed by annexation into TCSD. It is a fee-based district that only charges for services provided, in this case wastewater treatment services.

The territory to be annexed consists of:

Territory located in the west part of the District inside the City of West Linn and consisting of all properties annexed into the City of West Linn as of February 23, 2017 excepting therefrom all such properties already annexed into Tri-City Service District.

Territory located in the east part of the District inside the City of Oregon City and consisting of all properties annexed into the City of Oregon City as of February 23, 2017 excepting therefrom all such properties already annexed into Tri-City Service District.

The territory to be annexed contains 1,686 parcels, 772.61 acres and is valued at \$481,738,118.

REASON FOR ANNEXATION

As noted in the staff report accompanying the order initiating annexation of February 23, 2017, the purpose of this annexation is to update the boundary of the District so that it coincides with the boundaries of the two cities. The discrepancy was noticed by WES staff as part of an internal quality control review which identified that in Oregon City and West Linn there were 1,433 properties representing 636 acres and 253 properties representing 144.5 acres, respectively, that were annexed to the cities but not to the District.

Since the discrepancy was discovered, District staff have been actively engaging the individual cities to rectify the situation, and ensure that it is resolved for future annexations. The matter has been discussed with the Tri-City Advisory Committee and the Board was briefed on the matter in September 2016.

Historically, standard operating procedure processed all new property annexations into the cities so that they were also annexed into the TCSD, under an authority called the Boundary Commission. The Boundary Commission was a function of the Oregon Metro (Metro) up until its charter was reviewed in 2000. By 2003, certain functions that Metro carried out, such as this Boundary Commission, were no longer active. The current process, which the Board is aware of, requires that annexations into special districts be processed by the Board of County Commissioners, separate from annexations into cities. The ensuing lack of awareness of this process gap by some city staff allowed for the possibility of properties to be annexed into a city, connected to sanitary sewer service operated by the city's collection system, but not technically be annexed into the District unless the homeowner also submitted an application to do so. The residents would be billed appropriately by the cities and received services, but their properties would not be added to the list of TCSD customers nor be covered by TCSD's ordinances as

required by the Clean Water Act.

Resolution of the gap was held pending completion of annexations into West Linn considered as part of the November 2016 ballot, which are now complete and part of the numbers described above. The order initiating consideration of annexing the territories adopted on February 26th was the first step in this process. The hearing on March 30th was the second step, and this hearing is the final step in the annexation process unless sufficient remonstrances are received to require an election on the matter.

Attached is a draft Order approving the final annexation based on recommended findings attached thereto.

RECOMMENDATION:

Based on the study and the Proposed Findings and Reasons for Decision attached in Exhibit A to the draft order, staff recommends Proposal No. CL-17-002 be approved and the order annexing the applicable parcels into TCSD be adopted.

Respectfully submitted,



Chris Storey
Assistant County Counsel

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

In the Matter of Approving
Boundary Change Proposal
No. CL-17-002



ORDER NO. _____

WHEREAS, this matter coming before the Board at this time, and it appearing that the Board initiated an annexation of territory to the Tri-City Service District by Order 2017-10 adopted on February 23, 2017; and

WHEREAS, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and;

WHEREAS, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

WHEREAS, it further appearing that this matter came before the Board for public hearing on March 30, 2017 and that a decision of tentative approval was made on March 30, 2017; and

WHEREAS, it further appearing that the Board of County Commissioners is required to hold a second hearing as required by ORS 198.810 (2); and

WHEREAS, it further appearing that a second hearing was held on April 20th, 2017;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL-17-002 as described in Exhibit B and depicted on Exhibit C is approved for the reasons stated in attached Exhibit A and such territory is hereby annexed into the Tri-City Service District.

ADOPTED this 20th day of April, 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 1,686 parcels, 780.5 acres and is valued at \$481,738,118.
2. The purpose of this annexation is to update the boundary of the District so that it coincides with the boundaries of West Linn and Oregon City. Following this action WES staff will coordinate with the cities' staff to insure that each city annexation will be followed by an appropriate annexation of the property into the District.
3. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the Findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date would be: a) immediately upon adoption of an order following a final hearing (scheduled for April 13th) if there is no remonstrance; or b) upon adoption of an order of the Board following an election approving the annexation.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The Cities' public facility plans call for major transmission and treatment service by the District. The proposal is consistent with the West Linn Comprehensive Plan and the Oregon City Comprehensive Plan as stated in the Finding 5 below.

4. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall " . . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195." ORS 197.015 says "Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

5. According to Section 1 of the Public Services and Facilities Chapter of the West Linn Comprehensive Plan:

The Water Environment Services Department of Clackamas County is responsible for providing wastewater treatment services for the cities of West Linn, Oregon City and Gladstone.

Staff examined the Oregon City Comprehensive Plan and the City's recently adopted Sanitary Sewer Master Plan. Treatment and major interceptors serving Oregon City are to be provided by the Tri-City Service District according to various sections of the City's Comprehensive Plan and an intergovernmental agreement between the City and the District.

6. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements relative to sewer service in this area.
7. The District provides treatment and major sewer transmission lines for the cities of Oregon City, West Linn and Gladstone. The City of West Linn and the City of Oregon City provide the collector sewers in the areas to be annexed.
8. The City of West Linn and the City of Oregon City provide water service to the areas to be annexed through the South Fork Water Board, an ORS 190 partnership.
9. The areas receive police service from the Cities of West Linn and Oregon City.
10. The areas to be annexed which are in West Linn receive fire service from Tualatin Valley Fire and Rescue. The areas to be annexed which are within the City of Oregon City receive fire protection service from Clackamas County R.F.P.D. # 1.
11. The areas to be annexed receive park & recreation service from the City of West Linn and the City of Oregon City.

CONCLUSIONS AND REASONS FOR DECISION

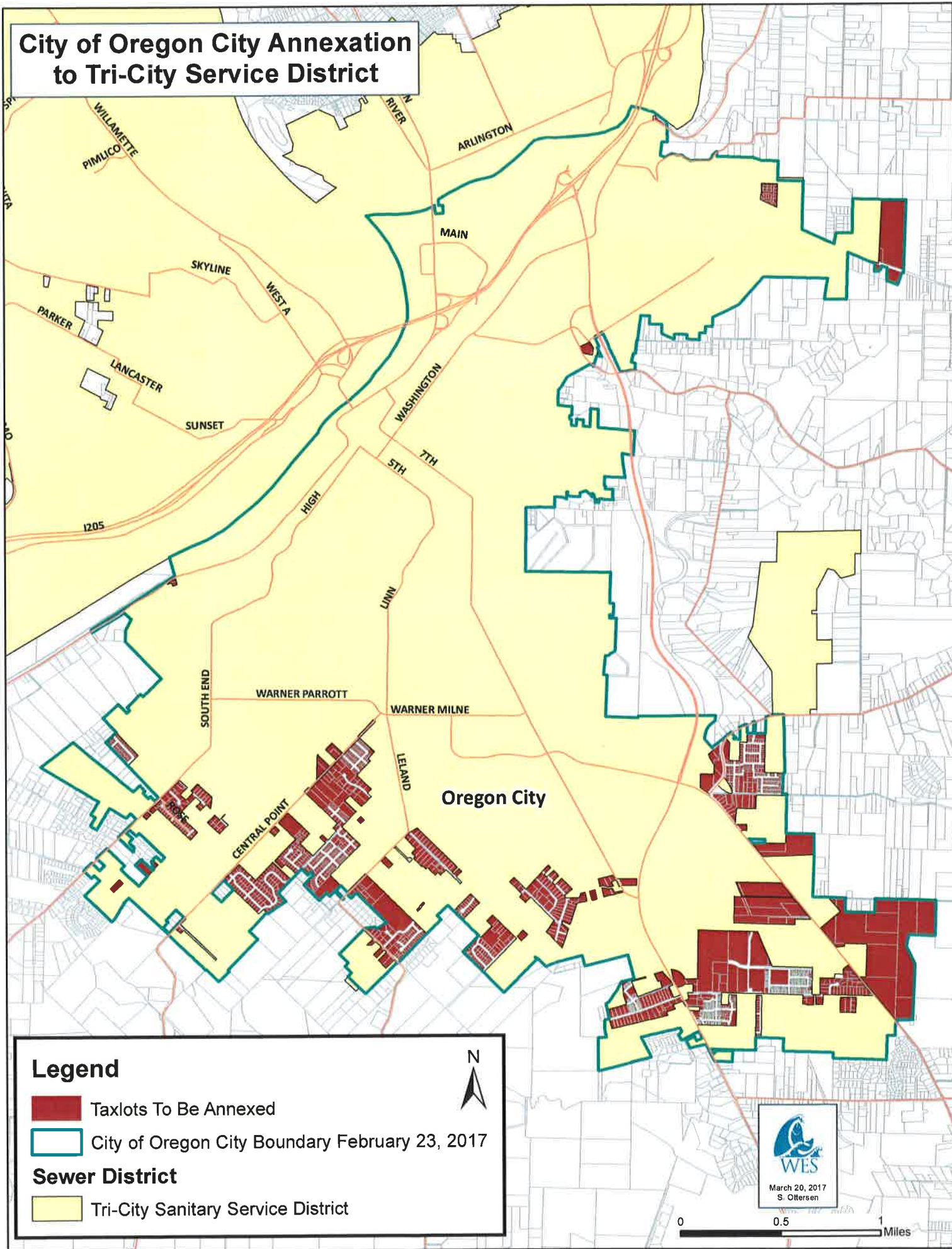
Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 3 & 6 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the Cities' public facility plans call for major transmission and treatment service to be provided by the Tri-City District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans, which are the Cities' Comprehensive Plans and concludes this proposal complies with it. The Board notes the cities have intergovernmental agreements with the Tri-City District which call for the District to provide treatment and major transmission lines to the cities. All other urban services are available from the City of West Linn and the City of Oregon City.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.

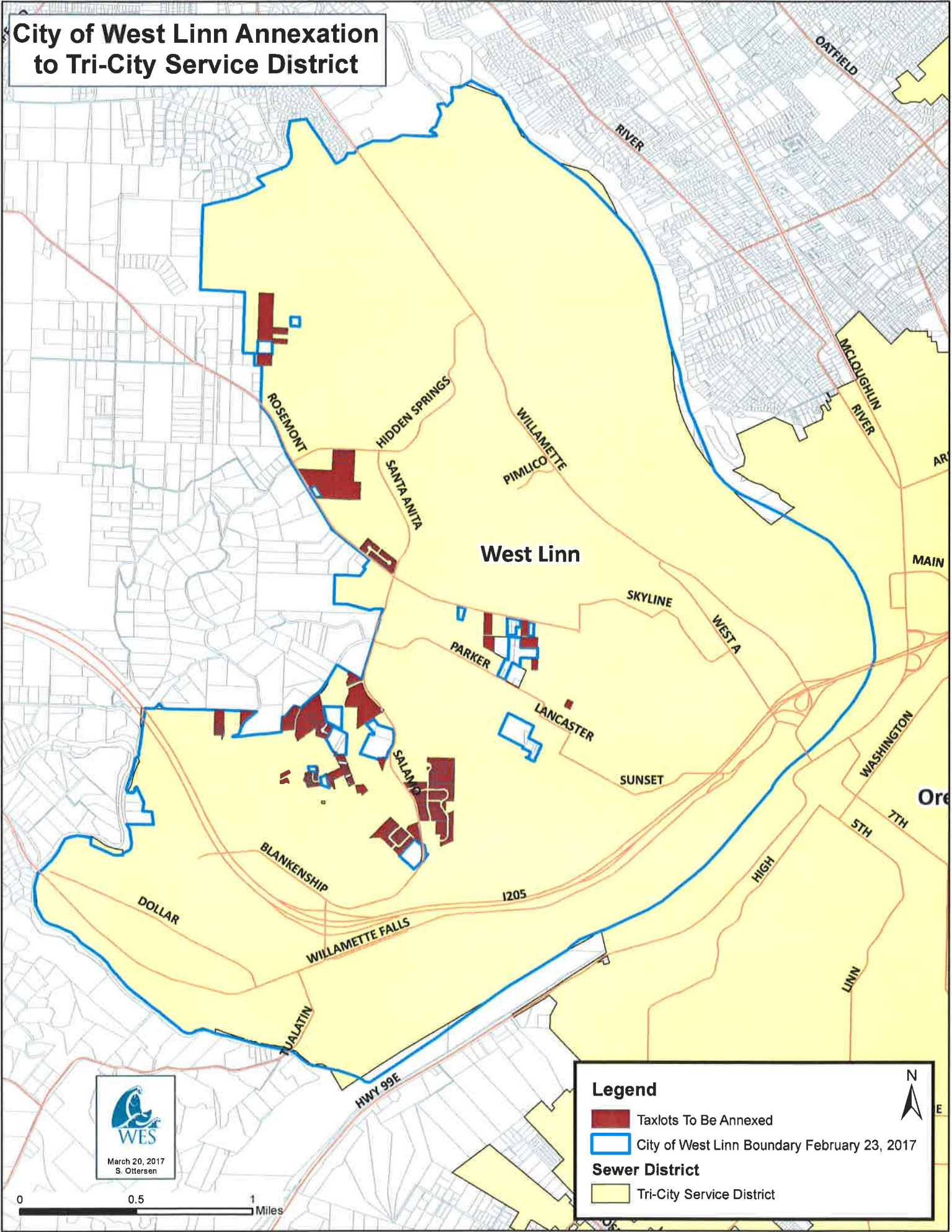
EXHIBIT B
Legal Description

All properties within the city limits of Oregon City and West Linn as of February 23rd, 2017
excepting therefrom all properties within the Tri-City Service District.

City of Oregon City Annexation to Tri-City Service District



City of West Linn Annexation to Tri-City Service District



Legend

- Taxlots To Be Annexed
- City of West Linn Boundary February 23, 2017
- Sewer District
- Tri-City Service District

N
↑

0 0.5 1 Miles

April 20, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with
The Mental Health Association of Oregon for Alcohol and Drug Peer Support

| | |
|--|---|
| Purpose/Outcomes | Provides peer support services for Clackamas County residents at risk of substance use and/or addiction or in alcohol and drug recovery. |
| Dollar Amount and Fiscal Impact | Contract maximum payment is \$361,747.77. |
| Funding Source | \$298,994.86 in federal funds through the Oregon Health Authority plus \$62,752.91 in state funds. No County General Funds are involved. |
| Duration | Effective July 1, 2016 and terminates on June 30, 2017 |
| Previous Board Action | NA |
| Strategic Plan Alignment | 1. Ensure safe, healthy and secure communities. 2. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. |
| Contact Person | Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305 |
| Contract No. | #7780 / 17-023 |

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Subrecipient Grant Agreement with The Mental Health Association of Oregon for alcohol and drug (“A&D”) Peer Support. As part of Clackamas County’s Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services. The term “peer” refers to a person who self-identifies as an individual who is, or has been the recipient of inpatient or outpatient mental health and/or addiction treatment services and are successfully living in recovery. Peers provide support to an individual who has similar lived experiences. The supports provided are defined by the person asking for support. The individual defines their interests and goals and sets tasks to achieve those goals. The peer provides the support needed to develop the plan, complete those tasks, and achieve the goals laid out in the plan. Peer services are designed by peers for peers and intended to be flexible and community-based to meet the unique needs of each individual.

The contract is effective July 1, 2016 through June 30, 2017 with a maximum payment of \$361,747.77. County Counsel reviewed and approved this contract on April 5, 2017.

This agreement is retroactive due to a delayed receipt of funding from our grantor, combined with processing capacity.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services Department

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-023**

Project Name: ***A&D Peer Support***
Project Number: **7780**

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY) and The Mental Health Association of Oregon (SUBRECIPIENT), an Oregon Non-profit Organization

Clackamas County Data

| | |
|---|---|
| Grant Accountant: <i>Ed Jones</i> | Program Manager: <i>Ally Linfoot</i> |
| Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone: 503-742-5410 ejones@clackamas.us | Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 (503)742-5951 alinfoot@clackamas.us |

Subrecipient Data

| | |
|---|---|
| Finance/Fiscal Representative: <i>Sunny Briscoe</i> | Program Representative: <i>Janie Marsh</i> |
| The Mental Health Association of Oregon 10373 NE Hancock Suite 132 Portland, OR 97220 503-922-2377 x 101 sbriscoe@mhaoforegon.org | The Mental Health Association of Oregon 10373 NE Hancock Suite 132 Portland, OR 97220 503-922-2377 jmarsh@mhaoforegon.org |
| DUNS: 143363781 | |

RECITALS

- WHEREAS, Clackamas County ("COUNTY"), is a political subdivision of the State of Oregon;

WHEREAS, COUNTY holds an Intergovernmental Agreement ("IGA") for the Financing of Community Addictions and Mental Health Services (Agreement No.147783) with the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium term of 2015-2017;

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties;

WHEREAS, COUNTY has established and proposes, during the term of the IGA, to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, COUNTY has requested financial assistance from OHA to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, OHA is willing, upon the terms of and conditions of the aforementioned IGA, to provide financial assistance to COUNTY to operate or contract for the operation of its community

addictions and mental health programs;

WHEREAS, various statutes authorize OHA and COUNTY to collaborate and cooperate in providing for basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds;

WHEREAS, The Mental Health Association of Oregon ("SUBRECIPIENT") is an inclusive 501(c)(3) organization with more than 35 years of experience dedicated to empowering consumer/peer voice and recovery through services, education, and policies that foster wellness and full participation in the community.

2. THEREFORE, the parties seek to provide peer support services for Clackamas County residents at risk of substance use and/or addiction or in alcohol and drug recovery through this Subrecipient Grant Agreement of federal financial assistance, which sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **July 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program ("CMHP") IGA 147783 awarded on July 1, 2015 are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations (CFR)*, Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by the COUNTY, which are attached to and made a part of this Agreement by reference.
4. **Grant Funds.** COUNTY's funding for this Agreement is the IGA for the Financing of Community Addictions and Mental Health Services (Award #147783; Federal award date: 10/13/15; **CFDA 93.959**) issued to the COUNTY by the State of Oregon acting by and through its Oregon Health Authority (OHA). The State of Oregon receives Block Grants for Substance Abuse Services ("SABG") funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$361,747.77**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
 - 4.1. **Federal Funds: \$298,994.86** in federal funds are provided through the Intergovernmental Agreement (IGA) for the Financing of Community Addictions and Mental Health Services (Agreement No.147783) (**CFDA 93.959**) issued to the COUNTY by the State of Oregon acting by and through the OHA. The State of Oregon receives Block Grants for Substance Abuse Services

("SABG") funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

4.2. **Other Funds: \$62,752.91** in other funds are provided for funding of other items in the program budget.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of the SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.

- g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use the federal *de minimis* indirect cost rate (10%) for the federally-funded portion of the award. This amount is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B.
- h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- j) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** For the duration of this Agreement, SUBRECIPIENT shall submit to COUNTY general ledgers (with transactional detail) with each request for reimbursement for review by COUNTY. General ledger transaction report totals should correspond to the claim total for the period in question. All costs must be allowable per the terms in this agreement and per all applicable statutes and regulations. Costs disallowed will be the responsibility of the SUBRECIPIENT.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits D, E & F), performance, and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive

Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services Agreement #147783, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY'S right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this AGREEMENT.

SUBRECIPIENT(S) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of the SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
 - 3) **Professional Liability.** SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" and "the State of Oregon and its officers, employees and agents" as additional insureds.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days-notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A-

or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 10) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
 - e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
 - i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: Required Federal Terms and Conditions
- Exhibit H: Community Addictions and Mental Health Services Subrecipient Agreement Provisions

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

THE MENTAL HEALTH ASSOCIATION OF OREGON

By: Janie Marsh
Janie Marsh, Board Designee

4/6/2017

Date

10373 NE Hancock Suite 132
Street Address

Portland, OR 97220
City / State / Zip

503-922-2377
Phone

503-922-2360
Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Service Department

Date

Recording Secretary

Date

Approved to Form: [Signature]
County Counsel

5 April 2017
Date

**EXHIBIT A
SUBRECIPIENT STATEMENT OF PROGRAM OBJECTIVE**

| | |
|--|-----------------------------|
| PROJECT NAME: A&D Peer Support State of Oregon Service Element A&D 66 – A&D Block Grant Funding (Fund Source: 0520 SAPT GR Treatment & Prevention Funds, CFDA #93.959) "SAPT Block Grant" | AGREEMENT No. 17-023 |
| SUBRECIPIENT: THE MENTAL HEALTH ASSOCIATION OF OREGON | |

BACKGROUND

As part of Clackamas County's Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services.

The term "peer" refers to a person who self-identifies as an individual who is, or has been the recipient of inpatient or outpatient mental health and/or addiction treatment services and are successfully living in recovery. Peers provide support to an individual who has similar lived experiences.

The supports provided are defined by the person asking for support. The individual defines their interests and goals and sets tasks to achieve those goals. The peer provides the support needed to develop the plan, complete those tasks, and achieve the goals laid out in the plan. Peer services are designed by peers for peers and intended to be flexible and community-based to meet the unique needs of each individual.

OBJECTIVES AND FUNDED ACTIVITIES

SUBRECIPIENT agrees to perform the following activities under the terms of the agreement.

- 1) Provide peer support services to individuals living in Clackamas County:
 - a) With an addiction or history of substance use
 - b) At risk of substance use and/or addiction
 - c) With an addiction and co-occurring mental health issues
 - d) With mental health issues at risk for substance use and/or addiction
- 2) Develop referral sources with system partners such as, but not limited to:
 - a) Clackamas Behavioral Health Division Adult Services Team
 - b) Department of Human Services Child Welfare
 - c) Clackamas County Jail
- 3) Provide peer supports to individuals during transition periods from systems or programs back into community settings.
- 4) Provide 5.5 FTE Peer Support Specialists (PSS)
 - a) .5 FTE will provide peer support services for individuals over 65. Peer Supervisor and peer support specialist will work in collaboration with Clackamas County Behavioral Health's older adult specialist.
 - b) Provide system navigation services and supports.
 - c) Assist individuals in accessing 12-step programs, support groups, and other resources available in the community.
 - d) Work with each individual to develop a recovery plan.
 - e) Assist and support individuals to develop community and peer relationships (natural supports).

- f) Write a brief note per service provided by individual that describes the specific service/support provided.
 - g) Assist in addressing other issues as identified by the individual served.
 - h) Provide in-reach/out-reach activities to system partners for referrals.
 - i) Participate in staff meetings as needed.
- 5) Provide workshops, trainings, support groups, and other opportunities for individuals within Clackamas County.
- 6) SUBRECIPIENT will participate in planning, staff, advisory, and system collaboration meetings as requested by the COUNTY.

STANDARDS OF WORK

- 1) SUBRECIPIENT agrees to work in conjunction with Clackamas County Behavioral Health Division to promote a recovery-oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
- 2) Peer Support Specialists will use a whole health approach not only addressing issues of mental health and addiction, but spiritual and physical health as requested by the individual.
- 3) SUBRECIPIENT will work in a collaborative process with the COUNTY and other service providers to encourage communication and collaboration regarding the individual's success in attaining their self-directed life goals
- 4) Peer Support Specialists will have received an Oregon State Addictions and Mental Health approved peer training.
- 5) SUBRECIPIENT must provide background checks for Peer Support Specialists through the state's Background Check Unit and/or ACCBO prior to the Specialist providing peer support services.

**EXHIBIT B
SUBRECIPIENT PROGRAM BUDGET**

| | |
|--|-----------------------------|
| PROJECT NAME: A&D Peer Support State of Oregon Service Element A&D 66 – A&D Block Grant Funding (Fund Source: 0520 SAPT GR Treatment & Prevention Funds, CFDA #93.959) "SAPT Block Grant" | AGREEMENT No. 17-023 |
| SUBRECIPIENT: MENTAL HEALTH ASSOCIATION OF OREGON | |

| A&D Peer Support 2016-17 BUDGET Detail | | |
|---|----------------------|----------------------|
| | Federal | Other Funding |
| Personnel | | |
| 5001 SALARIES | 196,516.00 | |
| 5002 Employer Taxes 15.9% | 31,246.04 | |
| 5010 Employee Benefits 15.4% | 30,263.46 | |
| 5025 Professional Development | | 5,611.75 |
| Total Personnel | 258,025.51 | 5,611.75 |
| Other Fees | | |
| 6160 · Dues and Subscriptions | 2,388.00 | |
| Total Other Fees | 2,388.00 | |
| Operating Expense | | |
| 5130 · Office Furniture | | 1,530.00 |
| 5235 Equipment lease | | 500.00 |
| 6250 · Postage and Delivery | 350.00 | |
| 6260 Printing and Reproduction | 550.00 | |
| 6270 Professional Fees | 600.00 | |
| 6280 Repairs /Maintenance | | 300.00 |
| 6290 Rent/Utilities | | 12,500.00 |
| 6301 · Software | 500.00 | |
| 6330 · Web & Internet | 600.00 | |
| 6340 · Telephone | 5,400.00 | |
| Total Operating Expense | 8,000.00 | 14,830.00 |
| Insurance | | |
| 6186 · Workers Comp. Insurance | | 3,900.00 |
| Total Insurance | | 3,900.00 |
| Conf/Trainings | | |
| 6370 Business Meals | | 1,400.00 |
| 6375 - Conf/Trg. Expenses | | 3,240.00 |
| Total Conf/Trainings | | 4,640.00 |
| Travel | | |
| 6381 · Local Travel | | 18,550.00 |
| 6384 · Grantee Conference | | 3,025.00 |
| 6386 · National Travel | | 3,575.00 |
| Total Travel | | 25,150.00 |
| Supplies | | |
| 6771 · General Office Supplies | 300.00 | |
| 6772 Copies | 400.00 | |
| 6773 · Electronic Supplies | 2,700.00 | |
| Total Supplies | 3,400.00 | |
| Other | | |
| 8010 Miscellaneous | | 86.00 |
| Board expenses | | 350.00 |
| Total Other Expenses | | 436.00 |
| INDIRECT COSTS 10% - FEDERAL DE MINIMIS | 27,181.35 | |
| INDIRECT COSTS 15% - NON-FEDERAL | | 8,185.16 |
| TOTAL | \$ 298,994.86 | \$ 62,752.91 |
| TOTAL AWARD | \$ | 361,747.77 |

**EXHIBIT C
LOBBYING CERTIFICATE**

| | |
|---|-----------------------------|
| PROJECT NAME: A&D Peer Support State of Oregon Service Element A&D 66 – A&D Block Grant Funding (Fund Source: 0520 SAPT GR Treatment & Prevention Funds, CFDA #93.959) "SAPT Block Grant" | AGREEMENT No. 17-023 |
| SUBRECIPIENT: THE MENTAL HEALTH ASSOCIATION OF OREGON | |

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

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

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96).
Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

THE MENTAL HEALTH ASSOCIATION OF OREGON

A&D Peer Support

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Janie Marsh MHAO Designee of the Board

Janie Marsh

4/6/2017

**EXHIBIT D
REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST**

| | |
|--|-----------------------------|
| PROJECT NAME: A&D Peer Support State of Oregon Service Element A&D 66 – A&D Block Grant Funding (Fund Source: 0520 SAPT GR Treatment & Prevention Funds, CFDA #93.959) "SAPT Block Grant" | AGREEMENT No. 17-023 |
| SUBRECIPIENT: THE MENTAL HEALTH ASSOCIATION OF OREGON | |

- A. SUBRECIPIENT will submit a monthly Request for Reimbursement referencing grant agreement number **17-023** and contract **#7780**.
- B. Requests for reimbursement shall be submitted by the 15th of the month for the previous month. The final request for reimbursement shall be submitted by **July 6, 2017 for June 30, 2017 expenses**.
- C. Reimbursements shall be based on actual costs authorized in Exhibit B of this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration, where applicable. This documentation should be readily available for review upon request or site visit by COUNTY, State of Oregon officials, and/or auditors.
- D. Request for Reimbursement shall be submitted electronically to:

BHAP@clackamas.us

Invoices are subject to the review and approval of the Program Manager and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

EXHIBIT D, CONTINUED
REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUESTS

The Request for Reimbursement form to be used will be sent to subrecipient electronically.

**EXHIBIT E
 MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT**

| | |
|--|-----------------------------|
| PROJECT NAME: A&D Peer Support State of Oregon Service Element A&D 66 – A&D Block Grant Funding (Fund Source: 0520 SAPT GR Treatment & Prevention Funds, CFDA #93.959) "SAPT Block Grant" | AGREEMENT No. 17-023 |
| SUBRECIPIENT: THE MENTAL HEALTH ASSOCIATION OF OREGON | |

Reports shall be submitted every three (3) months and invoices shall be submitted monthly. Reports and invoices shall be submitted to the COUNTY no later than thirty (30) days following the end of each reporting period and calendar month respectively after services were delivered. Due dates for reports are as follows:

Reporting Schedule:

| | | |
|------------------------------|-------------------------------|----------------------|
| 1st Report | July 1 – September 30, 2016 | Due October 31, 2016 |
| 2nd Report | October 1 – December 31, 2016 | Due January 30, 2017 |
| 3rd Report | January 1 – March 31, 2017 | Due April 30, 2017 |
| 4th Report | April 1 – June 30, 2017 | Due July 31, 2017 |

Quarterly Reports shall include the following:

- 1) SUBRECIPIENT shall submit a report of individuals served under the contract. Information in the report shall include:
 - a. Number of individuals served during the reporting period.
 - b. Number of new individuals served during the reporting period.
 - c. Number of individuals who concluded support services during the reporting period.
- 2) SUBRECIPIENT shall submit a report of experience of services as reported by individuals served under the contract. The report shall include:
 - a. Was a recovery plan completed for each individual served?
 - b. Number of individuals who experienced substance use relapse and/or recidivated.
 - c. Number of individuals who returned to a residential or hospital setting.
 - d. Does the individual feel they would have relapsed, returned to treatment or the corrections system if not for Peer Delivered Services?
 - e. Does the individual feel their quality of life has improved overall?
 - f. Has there been an increase in natural supports?
- 3) SUBRECIPIENT shall report the number of trainings provided during the reporting period. Information included in this report shall include, but is not limited to, the following:
 - a. Number of continuing education/training programs or classes attended by Peer Support Specialists.
 - b. Number of workshops, support groups, or presentations conducted for individuals receiving services.
 - c. Number of outreach activities conducted to inform community partners and potential referral sources about the role of Peer Support Specialists and the Support Services available.

In addition to the above listed report, the SUBRECIPIENT must notify COUNTY Program Manager of developments that have a significant impact on the Grant support activities. The SUBRECIPIENT must inform the Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

CRITICAL INCIDENT REPORTING. SUBRECIPIENT shall notify COUNTY Program Manager by telephone within the same working day of any critical incident occurring during the performance of this Agreement. If the incident occurs after normal business hours or if on a holiday or weekend, the report is to be made on the next working day. In addition, a written report shall be submitted electronically within three (3) business days following the incident to:

alinfoot@co.clackamas.or.us

Or by mail to:

Clackamas County Behavioral Health Division
Attention: Ally Linfoot
2051 Kaen Road, #154
Oregon City, Oregon 97045

A critical incident is defined as:

- An incident that punishes, endangers, or otherwise harms a client as a result of staff action or inaction;
- An incident that significantly causes physical harm to a client.
- The death of a client.
- Suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client.
- Criminal charges brought against a staff member or subcontractor staff member involving a client.
- Professional misconduct by a staff member or subcontractor staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is a variance with the explanation.
- A medication error which results in the death or serious injury of another person.
- Any event likely to elicit heightened public interest or litigation.

COUNTY Program Manager shall discuss all reports with the HHS Quality Management Coordinator and HHS Manager for appropriate follow-up. A fact-finding inquiry may be conducted.

**EXHIBIT F
 FINAL FINANCIAL REPORT**

| | |
|--|--|
| PROJECT NAME: A&D Peer Services State of Oregon Service Element A&D 66 – A&D Block Grant Funding (Fund Source: 0520 SAPT GR Treatment & Prevention Funds, CFDA #93.959) *SAPT Block Grant" | Agreement #: 17-023 Date of Submission: |
| Has Subrecipient submitted all requests for reimbursement? Yes / No | |
| Has Subrecipient met all programmatic closeout requirements? Yes / No | |

Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

| | |
|---|--|
| Total Federal Funds authorized on this agreement: | |
| Year-to-Date Federal Funds requested for reimbursement on this agreement: | |
| Total Federal Funds received on this agreement: | |
| Total non-Federal Funds authorized on this agreement: | |
| Total non-Federal Funds requested for reimbursement on this agreement: | |
| Total non-Federal Funds received on this agreement: | |
| Balance of unexpended Federal Funds (Line 1 minus Line 3): | |
| Balance of unexpended non-Federal Funds (Line 4 minus Line 6): | |

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

EXHIBIT G REQUIRED FEDERAL AND STATE TERMS AND CONDITIONS

SUBRECIPIENT shall comply with the following federal and state requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Energy Efficiency.** SUBRECIPIENT shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
2. **Resource Conservation and Recovery.** SUBRECIPIENT shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
3. **Drug-Free Workplace.** SUBRECIPIENT shall comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing Services to OHA clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or Providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or Provider has used a controlled substance, prescription or nonprescription medication that impairs the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

4. **Pro-Children Act.** SUBRECIPIENT shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
5. **Medicaid Services.** To the extent SUBRECIPIENT provides any Service in which costs are paid in whole or in part by Medicaid, SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
6. **ADA.** SUBRECIPIENT shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
7. **Agency-Based Voter Registration.** If applicable, SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
8. **Disclosure.**
 - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an

ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

9. Special Federal Requirements Applicable to Addiction Services.

- a. **Pregnant Women.** SUBRECIPIENT must:
 - i. Within the priority categories set forth in this Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such Services;
 - ii. Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to this Program;
 - iii. If SUBRECIPIENT has insufficient capacity to provide treatment Services to a pregnant woman, refer the woman to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the individual is enrolled with will ensure that Interim Services are being offered. If the individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the Provider from the SUBRECIPIENT of the individual's residence that is referring the individual to residential services will make available counseling on the effects of alcohol and drug use on the fetus within 48 hours, including a referral for prenatal care.
- b. **Intravenous Drug Abusers.** SUBRECIPIENT must:
 - i. Within the priority categories set forth in this Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - ii. Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit individuals to the program, must provide notification of that fact to COUNTY within seven days.

- iii. If SUBRECIPIENT receives a request for admission to treatment from an intravenous drug abuser, SUBRECIPIENT must, unless it succeeds in referring the individual to another Provider with treatment capacity, admit the individual to treatment not later than:
 1. 14 days after the request for admission to SUBRECIPIENT is made; or
 2. 120 days after the date of such request if no Provider has the capacity to admit the individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request.
- c. **Infectious Diseases.** SUBRECIPIENT must:
 - i. Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every individual seeking Services from SUBRECIPIENT; and
 - ii. Routinely make tuberculosis services available to each individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if SUBRECIPIENT denies an individual admission on the basis of lack of capacity, refer the individual to another provider of tuberculosis Services.
 - iii. For purposes of (ii) above, "tuberculosis services" means:
 1. Counseling the individual with respect to tuberculosis;
 2. Testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and
 3. Appropriate treatment services.
- d. **OHA Referrals.** SUBRECIPIENT must, within the priority categories set forth in this Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in A&D service delivery to persons referred by OHA.
- e. **Barriers to Treatment.** Where there is a barrier to delivery of an A&D Service due to culture, gender, language, illiteracy, or disability, SUBRECIPIENT shall develop support services available to address or overcome the barrier, including:
 - i. Providing, if needed, hearing impaired or foreign language interpreters.
 - ii. Providing translation of written materials to appropriate language or method of communication.
 - iii. Providing devices that assist in minimizing the impact of the barrier.
 - iv. Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- f. **Misrepresentation.** SUBRECIPIENT shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by COUNTY or OHA through this Agreement.
- g. **Oregon Residency.** A&D Services funded through this Agreement may only be provided to residents of Oregon. Residents of Oregon are individuals who live in Oregon. There is no minimum amount of time an individual must live in Oregon to qualify as a resident so long as the individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- h. **Tobacco Use.** If SUBRECIPIENT has A&D Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent

children, SUBRECIPIENT must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

- i. **Client Authorization.** SUBRECIPIENT must comply with 42 CFR Part 2 when delivering an Addiction Service that includes disclosure of Client information for purposes of eligibility determination. SUBRECIPIENT must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Service to that individual.

10. **Substance Abuse Prevention and Treatment.** To the extent SUBRECIPIENT provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, SUBRECIPIENT shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66). Regardless of funding source, to the extent SUBRECIPIENT provides any substance abuse prevention or treatment services, SUBRECIPIENT shall comply with the confidentiality requirements of 42 CFR Part 2.

EXHIBIT H
COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES
REQUIRED SUBRECIPIENT AGREEMENT PROVISIONS

1. **Expenditure of Funds.** SUBRECIPIENT may expend the funds paid to SUBRECIPIENT under this Agreement solely on the delivery of Peer Support Services, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):
 - a. SUBRECIPIENT may not expend on the delivery of Peer Services any funds paid to SUBRECIPIENT under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of Peer Services.
 - b. If this Agreement requires SUBRECIPIENT to deliver more than one service, SUBRECIPIENT may not expend funds paid to SUBRECIPIENT under this Agreement for a particular service on the delivery of any other service.
 - c. If this Agreement requires SUBRECIPIENT to deliver alcohol, drug abuse and addiction services, SUBRECIPIENT may not use the funds paid to SUBRECIPIENT under this Agreement for such services:
 - i. To provide inpatient hospital services;
 - ii. To make cash payments to intended recipients of health services;
 - iii. To purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - iv. To satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Agreement or otherwise);
 - v. To carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)).
2. **Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** COUNTY, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of SUBRECIPIENT that are directly related to this Agreement, the funds paid to SUBRECIPIENT hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, SUBRECIPIENT shall permit authorized representatives of COUNTY and the Oregon Health Authority to perform site reviews of all services delivered by SUBRECIPIENT hereunder.
 - b. **Client Records.** Unless otherwise specified in this Agreement, SUBRECIPIENT shall create and maintain a client record for each client who receives services under this Agreement. The client record must contain:
 - i. Client identification;
 - ii. Problem assessment;
 - iii. Treatment, training and/or care plan;
 - iv. Medical information when appropriate; and
 - v. Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

SUBRECIPIENT shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this Agreement.

- c. **Safeguarding of Client Information.** SUBRECIPIENT shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to SUBRECIPIENT by COUNTY or by the Oregon Health Authority. SUBRECIPIENT shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to COUNTY and the Oregon Health Authority for review and inspection as reasonably requested by COUNTY or the Oregon Health Authority.
- d. **Data Reporting.** All individuals receiving services with funds provided under this Agreement must be enrolled and that client's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in AMH's MOTS Reference Manual located at: <http://www.oregon.gov/oha/amh/pages/compass/electronic-data-capture.aspx>, as may be revised from time to time.

3. Alternative Formats of Written Materials. In connection with the delivery of Services, SUBRECIPIENT shall:

- a. Make available to a Client, without charge to the Client, upon the Client's, the COUNTY's or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority administrative rules or by the Oregon Health Authority's written policies made available to SUBRECIPIENT.
- b. Make available to a Client, without charge to the Client, upon the Client's, COUNTY's or the Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by SUBRECIPIENT.
- c. Make available to a Client, without charge to the Client, upon the Client's, COUNTY's or the Oregon Health Authority's request, oral interpretation services in all non-English languages in the area served by SUBRECIPIENT.
- d. Make available to a Client with hearing impairments, without charge to the Client, upon the Client's, COUNTY's or the Oregon Health Authority's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created or delivered in connection with the services and all SUBRECIPIENT Agreements related to this Agreement.

- 4. **Reporting Requirements.** SUBRECIPIENT shall prepare and furnish the following information to COUNTY and the Oregon Health Authority when a service is delivered under this Agreement: Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
- 5. **Compliance with Law.** SUBRECIPIENT shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the delivery of services hereunder. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement:

- a. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations
- b. all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against individuals with disabilities;
- c. all state laws requiring reporting of client abuse;
- d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Agreement.

These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. For purposes of this Agreement, all references in this Agreement to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. SUBRECIPIENT understands that SUBRECIPIENT may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
7. SUBRECIPIENT shall only conduct transactions that are authorized by the COUNTY for transactions with the Oregon Health Authority that involve COUNTY funds directly related to this Agreement.
8. First tier SUBRECIPIENT(s) that are not units of local government as defined in ORS 190.003 shall obtain, at SUBRECIPIENT's expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, insurance requirements as specified in this Agreement.

April 20, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #16 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County

| | |
|--|--|
| Purpose/Outcomes | Increase funding from the Oregon Health Authority for the Program Element 41 Reproductive Health Program and adds federal award datasheet to Exhibit J. |
| Dollar Amount and Fiscal Impact | Amendment #16 Increases the funding by \$3,749. for a new Contract maximum value of \$\$6,480,669.00. |
| Funding Source | State of Oregon, Oregon Health Authority. No County General Funds are involved. |
| Duration | Effective July 1, 2016 and terminates on June 30, 2017 |
| Strategic Plan Alignment | 1. Improved community safety and health 2. Ensure safe, health and secure communities |
| Previous Board Action | The Board last reviewed and approved this agreement on July 9, 2015, Agenda item 070915-A8, October 6, 2016 Agenda Item 100616-A1, 100616-A2 & October 27, 2016 Agenda item 102716-A1, December 19, 2016 Agenda item 121916-A5, February 16, 2017 Agenda item 021617-A2, February 16, 2017 Agenda item 021617-A3, March 30, 2017 Agenda item 033117-A3 |
| Contact Person | Dawn Emerick, Public Health Director – 503-655-8479 |
| Contract No. | 7271-16 |

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #16 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment increases funding from the Oregon Health Authority for the Program Element 41 Reproductive Health Program.

This allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents.

This Amendment is effective July 1, 2016 and continues through June 30, 2017. This contract has been reviewed by County Counsel on April 11, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

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

Agreement #148002

**SIXTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

This Sixteenth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, acting by and through its Health, Housing, and Human Services (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the financial assistance award for fiscal year 2016-2017 set forth in Exhibit C of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The Agreement is amended as follows:
 - a. Exhibit C “Financial Assistance Award”, Section 1 only is amended to modify the Financial Assistance Award for the period July 1, 2016 through June 30, 2017 as set forth in Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 4 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.
 - b. Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
2. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.

- 5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 6. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

APPROVED:

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
 Name: /for/ Lillian Shirley, BSN, MPH, MPA
 Title: Public Health Director
 Date: _____

CLACKAMAS COUNTY ACTING BY AND THROUGH ITS CLACKAMAS COUNTY HEALTH, HOUSING, AND HUMAN SERVICES (LPHA)

By: _____
 Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on June 30, 2016. A copy of the emailed approval is on file at OCP.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
 Name: Mai Quach (or designee)
 Title: Program Support Manager
 Date: _____

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By: _____
 Name: Tammy L. Hurst, OPBC, OCAC
 Title: Contract Specialist
 Date: _____

**ATTACHMENT A
FINANCIAL ASSISTANCE AWARD
Award Period July 1, 2016 through June 30, 2017**

| State of Oregon Oregon Health Authority Public Health Division | | | Page 1 of 2 |
|--|-------------------------|---|---|
| 1) Grantee Name: Clackamas County Health Dept. Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045 | | 2) Issue Date March 16, 2017 | This Action AMENDMENT FY2017 |
| | | 3) Award Period From July 1, 2016 Through June 30, 2017 | |
| 4) OHA Public Health Funds Approved | | | |
| Program | Previous Award | Increase/ (Decrease) | Grant Award |
| PE 01 State Support for Public Health | 440,827 | 0 | 440,827 |
| PE 03 TB Case Management | 20,038 | 0 | 20,038 (g) |
| PE 04 Sustainable Relationships for Community Health | 295,498 | 0 | 295,498 (j) |
| PE 07 HIV Prevention Services | 106,210 | 0 | 106,210 (i) |
| PE 12 Public Health Emergency Preparedness | 159,181 | 0 | 159,181 |
| PE 13 Tobacco Prevention & Education | 228,108 | 0 | 228,108 |
| PE 40 Women, Infants and Children FAMILY HEALTH SERVICES | 875,758 | 0 | 875,758 (b,c,k,l,m) |
| PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES | 69,411 | 0 | 69,411 (e,f) |
| PE 40 WIC -- Texting Breastfeeding Support FAMILY HEALTH SERVICES | 3,995 | 0 | 3,995 (n) |
| PE 41 Reproductive Health Program FAMILY HEALTH SERVICES | 23,515 | 3,749 | 27,264 (a,p) |
| PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES | 21,753 | 0 | 21,753 |
| PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES | 35,052 | 0 | 35,052 |
| 5) FOOTNOTES: | | | |
| a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015. | | | |
| b) The July-September 2016 grant is \$234,178 and includes \$46,836 of minimum Nutrition Education. \$11,068 is for Breastfeeding Promotion. | | | |
| c) The October-June 2017 grant is \$641,580 and includes \$128,316 of minimum Nutrition Education \$33,204 is for Breastfeeding Promotion. | | | |
| d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match. | | | |
| e) \$17,353 is the July 1st -- September 30th of 2016 funding to local agencies. | | | |
| f) \$52058 is the October 1st, 2016 -- June 30th 2017 funding to local agencies. | | | |
| g) \$2,158 needs to be expended by 12/31/16 | | | |
| h) \$10,000 is for School Based Health Center Youth Friendly Clinic Grant Funds. | | | |
| i) \$35,911 must be spent by December 31, 2016 | | | |
| 6) Capital Outlay Requested in This Action: | | | |
| Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. | | | |
| PROGRAM | ITEM DESCRIPTION | COST | PROG. APPROV |
| | | | |
| | | | |

| State of Oregon Oregon Health Authority Public Health Division | | | Page 2 of 2 |
|--|--|---|---------------------|
| 1) Grantee Name: Clackamas County Health Dept. Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045 | 2) Issue Date March 16, 2017 | This Action AMENDMENT FY2017 | |
| | | 3) Award Period From July 1, 2016 Through June 30, 2017 | |
| 4) OHA Public Health Funds Approved | | | |
| Program | Previous Award | Increase/ (Decrease) | Grant Award |
| PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES | 81,786 | 0 | 81,786 |
| PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES | 11,593 | 0 | 11,593 |
| PE 42 Babies First FAMILY HEALTH SERVICES | 35,384 | 0 | 35,384 |
| PE 42 Oregon MothersCare FAMILY HEALTH SERVICES | 15,438 | 0 | 15,438 |
| PE 43 Immunization Special Payments | 88,354 | 0 | 88,354 (d) |
| PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES | 256,956 | 0 | 256,956 (h,o) |
| PE 44 School Based Health Centers-Mental Health Expansion FAMILY HEALTH SERVICES | 367,500 | 0 | 367,500 |
| PE 50 Safe Drinking Water Program | 147,475 | 0 | 147,475 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | 3,283,832 | 3,749 | 3,287,581 |
| 5) FOOTNOTES: j) State Fiscal Year 2017 funds for Sustainable Relationships for Community Health are for the period July 1st, 2016 through June 30th, 2017. k) \$675 represents the Fresh Fruit and Veggies funds. l) \$19,992 represents one-time funding amount. Funding rate is \$4 per assigned caseload. m) \$1,047 increase represents reimbursement to local agencies for iPad purchase for WIC business operations. n) \$3,995 represents additional funding to local agencies for testing breastfeeding support message services. o) \$26,000 is one time funding to support SBHC operations, technical assistance and professional development activities related to the program priorities of youth-friendly services and the State Health Improvement Plan. p) \$3,749 is additional funding for Title X Clinics | | | |
| 6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year. | | | |
| PROGRAM | ITEM DESCRIPTION | COST | PROG. APPROV |
| | | | |
| | | | |

ATTACHMENT B
Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

| PE 41 Reproductive Health - FY17 (July 16 - June 17) | | | | |
|---|---|---------------------------------------|---------------------------------------|---------------------------------------|
| | Federal Award Identification Number(FAIN): | FPHPA106038 | FPHPA106038 | FPHPA106038 |
| | Federal Award Date: | N/A | N/A | N/A |
| | Performance Period: | 06/30/16-06/29/2017 | 06/30/16-06/29/2017 | 06/30/16-06/29/2017 |
| | Federal Awarding Agency: | DHHS/PHS/PA | DHHS/PHS/PA | DHHS/PHS/PA |
| | CFDA Number: | 93.217 | 93.217 | 93.217 |
| | CFDA Name: | Family Plannning Services | Family Plannning Services | Family Plannning Services |
| | Total Federal Award: | N/A | N/A | N/A |
| | Project Description: | Oregon Reproductive Health Program | Oregon Reproductive Health Program | Oregon Reproductive Health Program |
| | Awarding Official: | Robin Fuller, robin.fuller@hhs.gov | Robin Fuller, robin.fuller@hhs.gov | Robin Fuller, robin.fuller@hhs.gov |
| | Indirect Cost Rate: | 17.45% | 17.45% | 17.45% |
| | Research And Development(Y/N): | N | N | N |
| | Index/PCA | 50333/52637 | | |
| | Agency/Contractors Name | DUNS | Initial Award | March Amend. - Add'l funding |
| | | | | Amended Total SFY 17 Award |
| CLACKAMAS | 096992656 | \$ 23,515.00 | \$ 3,749.00 | \$ 27,264.00 |



April 6, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

**A Resolution Approving the Submission of
The Assessor's CAFFA Grant Application for FY 2017-2018**

| | |
|--|---|
| Purpose/Outcome | This resolution is an annual requirement to accompany the application for a grant from the State of Oregon Department of Revenue to the Clackamas County Assessor's Office. |
| Dollar Amount and Fiscal Impact | The grant provides approximately 18% of the revenue for the Assessor's Office. |
| Funding Source | The State of Oregon |
| Duration | Effective July 1, 2017 to June 30, 2018 |
| Previous Board Action/Review | None |
| Strategic Plan Alignment | Build public trust through good government |
| Contact Person | Bob Vroman, County Assessor 503-655-8302 Jian Zhang, Finance Department 503-742-5434 |
| Contract No. | None |

BACKGROUND:

County Assessment Function Funding Assistance (CAFFA) is a grant from the State of Oregon to Clackamas County Assessor's Office. The grant provides approximately 18% of the revenue for the Assessor's Office. All documents required to be included in the grant application are attached. They include a summary of expense, two staffing reports, two narrative reports, and two work activity forms, Grant Application Resolution and Racial and Ethnic Impact Statement.

The application and accompanying documents must be received in Salem by May 1, 2017, and this material has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of Commissioners approve this resolution, so that this grant application may be submitted to the state.

Respectfully submitted,
Diane D. Padilla
Budget Manager

In the matter of Approving
the Submission of a Grant
Document to the Oregon
Department of Revenue

Resolution No.

Clackamas County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant, and

WHEREAS, this state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation, and

WHEREAS, Clackamas County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation, and

WHEREAS, Clackamas County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$8,506,659 the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the county for the quarter in which the county is out of compliance, and

WHEREAS, Clackamas County designates Marc S. Gonzales, Director of Finance, phone number (503)742-5405, as the County contact person for this grant document, and

WHEREAS, The Board finds it would be in the best interest of Clackamas County to adopt this resolution and submit the attached grant documents to the Oregon Department of Revenue.

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve that this application be approved and the grant documents be submitted to the Oregon Department of Revenue.

Dated this _____ day of April, 2017

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

April 20, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Revision to the Bylaws of the
Clackamas County Audit Committee

| | |
|---------------------------------|--|
| Purpose/Outcome | Revise and update the bylaws of the Clackamas County Audit Committee in regards to composition of member, their purposes, duties, and powers. |
| Dollar Amount and fiscal Impact | N/A |
| Funding Source | N/A |
| Duration | Effective until a majority vote of the Board approves to repeal or amend the bylaws and new bylaws are approved. |
| Previous Board Action/Review | Previous Bylaws approved by the Board July 15, 2010 agenda item number C.1. Policy Session 2-7-17 The Board approved adding a public member of the Budget Committee to the membership of the Audit Committee. |
| Strategic Plan Alignment | <i>How does this item align with your department's Strategic Business Plan goals?</i> This item helps <i>improve knowledge of financial performance</i> by educating public, departmental and Board members about the County's financial audit process and expected outcomes. <i>How does this item align with the Counties Performance Clackamas goals?</i> This item helps to <i>build public trust through good government</i> by educating and engaging members of the public in the audit process. |
| Contact Person | Christa Bosserman-Wolfe, 503-742-5407 |
| Contract No. | N/A |

BACKGROUND: The Clackamas County Audit Committee was formed to help ensure that the governing body maintains effective oversight and control over financial reporting. It also allows a forum in which the independent auditors can candidly discuss matters with the committee. The current Bylaws were adopted July 15, 2010.

In follow up to the direction of the Board of County Commissioners on February 7, 2017, staff revised the composition of membership in the bylaws and made other general administrative updates. These revised bylaws were drafted by Finance, in conjunction with County Counsel Chris Storey, who serves as Counsel on the Audit Committee. In the recent meeting of the Audit Committee on March

14, 2017, staff circulated copies of the revised bylaws for the members review and approval. The Committee made motion to accept the draft bylaws as presented and recommend them to the Board of County Commissioners for adoption. The motion carried and now staff is executing the direction of the Committee by bringing these forth for adoption.

Attached: Amended Bylaws for approval. Original Bylaws approved through a resolution by the Board on July 15, 2010.

RECOMMENDATION: Staff respectfully recommends the Board approve the attached revised and updated Clackamas County Audit Committee bylaws.

Respectfully Submitted,

Christa Bosserman-Wolfe
Assistant Finance Director

BYLAWS OF THE CLACKAMAS COUNTY AUDIT COMMITTEE

RECITALS

WHEREAS, it is recognized that financial oversight of all county departments, districts, and agencies is a core responsibility of the Clackamas County Board of Commissioners in its capacity as the county governing body, with sound financial reporting being an essential element of public accountability; and

WHEREAS, it is further recognized that county management is responsible for the fair presentation in the financial statements in conformity with generally accepted accounting principles, and independent auditors also share responsibility for auditing the quality of financial reporting, and formation of an Audit Committee is a practical tool for ensuring that the governing body maintains effective oversight and control of financial reporting; and

WHEREAS, it is further recognized that an audit committee will help to preserve and enhance the objectivity and independence of the audit function by furnishing a forum in which the independent auditors can candidly discuss audit-related matters with members of the governing body;

NOW, THEREFORE, the Board hereby adopts the following Bylaws:

ARTICLE I

Name

1.01. These Bylaws shall govern the actions of the Clackamas County Audit Committee (“Committee”) established by the Board of Clackamas County Commissioners (“Board”).

ARTICLE II

Purposes, Duties, and Powers

2.01. It is the responsibility of the Committee to provide independent review and oversight of the County’s financial reporting processes, internal controls and independent auditors, and to deliver any recommendations and proposed changes regarding the same to County administration and the Board of County Commissioners. In carrying out its responsibilities the Committee shall have the following powers:

- 2.01.1 Review and approve the Committee’s work program on an annual basis.
- 2.01.~~22~~ Review and approve ~~preliminary financial auditing~~annual financial audit reports ~~performed prepared by County offices the independent auditors.~~
- 2.01.~~33~~ Review responses and corrective actions taken by audited County offices.
- ~~2.01.4 Ensure that accounting policies and procedures utilized by the County offices are appropriate and in accordance with applicable accounting standards.~~
- 2.01.~~54~~ Ensure that County accounting policies and procedures comply with all applicable laws, rules and regulations.

~~2.01.5~~
~~2.01.6~~ Make recommendations regarding the ~~Ensure that~~ appropriate systems of accounting and financial controls and internal monitoring systems so that County offices may achieve their objectives without unacceptable risk. ~~are established by County offices to manage and minimize financial risk.~~

~~2.01.7~~ ~~Ensure that effective internal monitoring systems are in place so that County offices may achieve their objectives without unacceptable risk.~~

2.01.~~86~~ Confer with independent external auditors retained by the County and discuss their timetable, audit plan and any problems the external auditors may have experienced in accounting policies, accounting errors, or in their dealings with County personnel.

2.01.~~97~~ Review any significant financial adjustments arising from the annual financial audit.

2.01.~~108~~ Ensure that adequate procedures are in place to address any fraudulent or corrupt activities that may affect the County.

2.01.~~119~~ Report on any matter that the Committee considers appropriate under its purview.

2.01.~~1210~~ Request any information the Committee determines is relevant to its activities from any County office.

2.01.~~1311~~ Seek legal advice from the Office of County Counsel or the District Attorney.

2.01.~~1412~~ Request that that the Board approve the hiring of a firm or individual to provide professional services to the Committee.

2.01.~~1513~~ At the Committee's discretion. ~~Other~~ specific tasks of the Committee may include the following activities: ~~a) determining the appropriate scope of the independent audit; b) determining the appropriate scope of "nonaudit" services to be performed by the independent auditor; ca) managing-participating in the audit services procurement process for audit services for obtaining audit services; d) selecting the independent auditors; eb) reviewing the financial statements; fc) reviewing the independent auditor's reports and following up on corrective action plans; g) reviewing the comprehensive framework of internal control; hd) assessing the performance of the independent auditors; and ei) providing-provide an independent forum for ~~internal-the~~ auditors to report findings of management abuse or control override.~~

ARTICLE III

Audit Committee Administration

Membership

3.01 Members of the Committee will be appointed by the Board. The Committee shall consist of ~~seven-eight (78)~~ members: Two (2) members of the Board; one (1) attorney from the County Counsel's Office; two (2) County Department heads not from County Finance or Administration; ~~and~~ two (2) citizen members selected for their familiarity with/expertise in financial matters governmental or non-profit financial reporting and auditing and (1) citizen member also currently serving on the County's Budget Committee. The County's ~~Audit Manager~~ Financial

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Accounting and Reporting program of the Finance Department will be assigned as staff to the Audit Committee, to assist in the delivery of any information requested.

3.02 All members of the Committee shall have at least basic knowledge ~~and/or expertise in governmental auditing and financial practices of governmental or non-profit financial reporting and auditing~~. Committee members shall serve a term of two (2) years, after which they shall be subject to reappointment at the discretion of the Board. The Board may remove a Committee member for any reason it deems appropriate.

3.03 Consistent with the best practices for audit committees recommended by the Government Finance Officers Association, an important benefit of an Audit Committee is its ability to meet with independent auditors apart from county management. Therefore, no member of the Committee shall be an appointed or elected official who exercises financial management responsibilities within the scope of the audit and such individuals who exercise such financial management may be excused from Committee discussions if requested-

Duties of Membership

3.04 Each member of the Committee shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the Committee and the County with such care as an ordinarily prudent person in a similar position would use under similar circumstances.

Meetings

3.05 The Committee shall meet at least ~~quarterly~~ twice annually, once as an entrance conference and as an exit conference with the independent auditors. -The Committee Chair may set meeting dates to accommodate special circumstances, and may call a meeting any time deemed appropriate.

3.06 Meetings of the Audit Committee are ~~not~~ public meetings and shall be noticed appropriately. Work product discussed and distributed at meetings are not public records unless and until they are final audit products.

3.07 Members shall be given the agenda and related materials/documents pertaining to the items before the Committee one week prior to the meeting date.

3.08 To the extent not contrary to these bylaws, Roberts Rules of Order shall govern all meetings of the Committee.

3.09 A quorum shall be present and in attendance to conduct audit committee business. A quorum is defined as a majority of the full membership not just a majority of those present.

Procurement of Outside Financial Expert

3.09 The services of an outside financial expert may be ~~procured~~ requested by the Committee to assist it in its duties.

Budget

3.10 Each year the Committee shall advise the County Administrator of any potential budgetary needs prior to March First.

ARTICLE IV: OFFICERS

4.01 The officers of the Committee shall consist of a Chairperson and Vice-Chairperson, who shall both be Board members. The Board shall determine the Board members who shall serve as officers in the normal course of assigning Board representation and assignments.

ARTICLE V: BOOKS AND RECORDS

5.01 The Committee shall keep general minutes of the proceedings of all meetings, which shall be circulated to all Committee members.

5.02 The records of the Committee shall be public records, unless otherwise exempt from disclosure, as governed by the Oregon Public Records Law.

ARTICLE VI: AMENDMENT

6.01 These bylaws may be repealed or amended, and additional bylaws may be adopted, by a majority vote of the Board. The committee shall review the bylaws at least once every five years to assess their continued adequacy.

ARTICLE VII: ANNUAL REPORT

~~7.01 The Committee shall conclude its work each year by submitting a written report to the Audit Committee Chair on how it has discharged its duties and met its responsibilities. The information gathered by the Committee shall, at a minimum, include the identification and assessment of issues relevant to its functions and responsibilities as set forth in these Bylaws.~~

ARTICLE VIII: SIGNATURE

I HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the Bylaws of the Clackamas County Audit Committee, in effect on this ____ day of _____, 20106.

Jim Bernard
Chair, Board of County Commissioners
Clackamas County

DRAFT

Approval of Previous Business Meeting Minutes:

March 23, 2017

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, March 23, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Brian Johnson, Gladstone – had questions regarding three road projects.
2. Les Poole, Gladstone – decorum at public meetings.

~Board Discussion~

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

1. Revision to the Previously Adopted Zoning & Development Ordinance 258 (ZDO-258) Amendments to the Comprehensive Plan and Zoning and Development Ordinance to Implement the Clackamas Regional Center Connections Project - *previously adopted by the Board on 12-19-16*

Nathan Boderman, County Counsel presented the staff report. ZDO 258 was originally adopted on Dec. 19, 2016. It was discovered that the materials adopted by the Board included the incorrect version of the three maps that were to be part of the adopted ordinance. The purpose of this amended ordinance is to replace the incorrect maps so the adopted ordinance reflects the proposal previously approved by both the Planning Commission and the Board of County Commissioners. Since this item was decided in 2016, Commissioners Humberston and Fischer need to abstain from the vote today.

Chair Bernard asked for a motion to read ZDO-258 by title only.

MOTION:

Commissioner Schrader: I move we read ZDO-258 by title only.

Commissioner Savas: Second.

Clerk to call the poll:

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Abstain.

Commissioner Humberston: Abstain.

Chair Bernard: Aye – the motion passes 3-0-2.

Chair Bernard asked Clerk to read ZDO-258 by title, he then asked for a motion to approve the revisions of ZDO-258.

MOTION:

Commissioner Savas: I move we approve the revision of the previously adopted zoning and development ordinance 258, amendments to the comprehensive plan and zoning and development ordinance to implement the Clackamas Regional center connections project as presented today.

Commissioner Schrader: Second.

Clerk to call the poll:
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Fischer: Abstain.
Commissioner Humberston: Abstain.
Chair Bernard: Aye – the motion passes 3-0-2.

III. PUBLIC HEARINGS

1. **Board Order No. 2017-13** for Boundary Change Proposal CL 16-007, Annexation to Tri-City Service District

Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Humberston: I move we approve the Board Order for Boundary Change Proposal CL 16-00, Annexation to Tri-City Service District.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Savas: Aye – the Ayes have it, the motion passes 5-0.

2. **Board Order No. 2017-14** for Boundary Change Proposal CL 17-001, Annexation to Sunrise Water Authority

Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Savas: I move we approve the Board Order for Boundary Change Proposal CL 17-001, Annexation to Sunrise Water Authority.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Savas: Aye – the Ayes have it, the motion passes 5-0.

3. **Board Order No. 2017-15** Approving the Transfer of Property to the City of West Linn Kathleen Rastetter, County Counsel and Lindsey Wilde, Business & Community Services/Property Resources presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Savas: I move we approve the Board Order for Transfer of Property to the City of West Linn.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Savas: Aye – the Ayes have it, the motion passes 5-0.

IV. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Savas: Aye – the Ayes have it, the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of a Subrecipient Grant Agreement with Comprehensive Options for Drug Abusers, Inc. (CODA) for Housing Assistance and Services for Residents in Alcohol and Drug Recovery
2. Approval of a Local Subrecipient Agreement with Todos Juntos for Kindergarten Partnership Innovation Services

B. Department of Transportation & Development

1. Approval of Agreement with the City of Molalla to Provide the City with On-Call Planning Services
2. Approval of an Intergovernmental Agreement with the City of Wilsonville Regarding Transfer of Road Authority for Portions of Stafford Road and Advance Road
3. **Board Order No. 2017-16** Designating Maximum Weight Limitations on Island Road and Suter Road

C. Elected Officials

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

D. Administration

1. **Resolution No. 2017-17** In the Matter of Participation in Funding Activities Oregon Office for Community Dispute Resolution

E. Business & Community Services

1. **Board Order No. 2017-18** Approving a Tax Foreclosed Property for Declaration as Surplus and Established Minimum Bid Amount

F. Public & Government Affairs

1. **Board Order No. 2017-19** In the Matter of Approving An Extension of the Cable Television Franchise with Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC.

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:58 AM

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



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

April 20, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Grant Award between US Department of Justice and Clackamas County
Community Corrections to Study Early Intervention for Opioid Users.

| | |
|--|--|
| Purpose/Outcome | Community Corrections would like to establish alternatives to incarceration for individuals with opioid use disorders. |
| Dollar Amount and Fiscal Impact | Maximum amount of award is \$400,000. |
| Funding Source | US Department of Justice |
| Duration | 36 months |
| Previous Board Action/Review | No previous action. |
| Strategic Plan Alignment | Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities |
| Contact Person | Captain Jenna Morrison, Director, Community Corrections – 503-655-8725 |

BACKGROUND: Community Corrections has a high percentage of justice involved adults affected by opioid addiction who are high frequency utilizers of multiple systems (e.g. health care, child welfare, criminal justice, jail beds). Community Corrections’ objective for this grant funding is to support cross-system planning and collaboration with these multiple agencies. Often this population’s only early intervention is arrest and incarceration. We will develop and implement strategies to provide early assessment/evaluation, treatment and recovery support services in order to provide early intervention and treatment as an alternative to incarceration for those affected by opioid addiction.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves application of this Grant Award from US Department of Justice to study early intervention for opioid users.

Respectfully submitted,

Captain Jenna Morrison
Director, Community Corrections

Grant Application Lifecycle Form

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

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

**** CONCEPTION ****

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

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

Lead Department: Community Corrections Grant Renewal? Yes No

Name of Funding Opportunity: Comprehensive Opioid Abuse Site-based Program FY 2017
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Jenna Morrison
Requestor Contact Information: j Morrison@clackamas.us
Department Fiscal Representative: Community Corrections
Program Name or Number (please specify): _____
Brief Description of Project: System Level Diversion and Alternatives to Incarceration

Establish alternatives to incarceration for individuals with opioid use disorders. Early intervention strategies will be focused on pre-trial and those individuals within their first 90-days of being placed on supervision. The use of medication assisted treatment will be expanded for those entering CSAP.

Name of Funding (Granting) Agency: U.S Department of Justice

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

<https://www.bja.gov/Funding/CARA17.pdf>

OR

Application Packet Attached: Yes No

Completed By: _____ Date _____

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 9/30/2017
CFDA(s), if applicable: 16.838 and 16.754
Announcement Date: 1/24/2017 Announcement/Opportunity #: BJA-2017-11447
Comprehensive Opioid Abuse Site-based
Grant Category/Title: Program Max Award Value: \$400,000
Allows Indirect/Rate: yes Match Requirement: none
Application Deadline: 4/25/2017 Other Deadlines: 4/1/2018
Grant Start Date: 10/1/2017 Other Deadline Description: _____
Grant End Date: 9/30/2020 180 days to to establish action plan before moving into
Completed By: Nora Jones implementation.
Pre-Application Meeting Schedule: 4/11/2017

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

Mission/Purpose:

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

"The mission of Clackamas County Community Corrections is to provide supervision, resources, intervention, treatment & victim services to justice involved individuals and crime victims so they can experience and contribute to a safe community." The purpose of this grant will be to identify justice involved individuals with opiod use disorders and provide intervention and treatment options early on in the supervision process and expand the use of medically assisted treatment and the Corrections Substance Abuse Program (CSAP).

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

N/A

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

The Corrections Substance Abuse Program (CSAP) is an intensive residential treatment program operated by Community Corrections that addresses criminal risk factors in addition to drug and alcohol addiction. CSAP partners with the Clackamas County Jail, Drug Court, Behavioral Health, Bridges to Change, and CODA to identify and provide services to clients, but Community Corrections is responsible for providing treatment, housing, and supervision.

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

The objectives of the Comprehensive Opioid Abuse Site-based Program are to:

- Encourage and support comprehensive cross-system planning and collaboration among officials who work in law enforcement, pretrial services, the courts, probation and parole, child welfare, reentry, PDMPs, emergency medical services and health care providers, public health partners, and agencies that provide substance misuse treatment and recovery support services.
- Develop and implement strategies to identify and provide treatment and recovery support services to "high frequency" utilizers of multiple systems (e.g., health care, child welfare, criminal justice, etc.) who have a history of opioid misuse.
- Expand diversion and alternatives to incarceration programs.
- Develop multi-disciplinary projects that leverage key data sets (e.g., de-identified PDMP data, naloxone administrations, fatal and non-fatal overdose data, drug arrests, etc.) to create a holistic view of the environment and develop interventions based on this information.
- Objectively assess and/or evaluate the impact of innovative and evidence-based strategies to engage and serve justice-involved individuals with a history of opioid misuse

We plan to meet these objectives by working closely with Law Enforcement, Jail staff (including medical and mental health), the Court, and currently contracted treatment and recovery agencies to identify justice involved individuals with opiod use disorders at the early stage of incarceration or community supervision in order to complete assessments and provide early intervention and treatment as an alternative to incarceration.

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

This grant will support Residential Services (CSAP), Parole & Probation Services, and the Transition Center.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

The organization does have qualified staff, however the grant will be used to hire an additional staff member to target the pilot project population. This person will be required to be a CADAC in order to perform level of care assessments. The staff can be hired within the grant timeframe.

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

As noted above, CSAP partners with the Clackamas County Jail, Drug Court, Behavioral Health, Bridges to Change, and CODA to identify and deliver services to clients.

The Clackamas County Jail assists by helping to identify prospective clients and by releasing clients to alternative programs.

Drug Court assists by referring prospective clients that are participants in, and under the supervision of the Drug Court program.

Community Corrections currently contracts with Behavioral Health to provide direct treatment services to clients in the CSAP program.

Community Corrections contracts with Bridges to Change to provide client mentor services.

Community Corrections contracts with CODA to conduct in-custody assessments of clients to determine eligibility for inpatient treatment.

All of the partner agencies share the common goal of stopping the cycle of crime and addiction, and the reliance on incarceration.

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

This is a pilot project to study the effectiveness of early treatment interventions with identified opioid users. If the pilot is successful, resources will be leveraged to continue the early intervention. If it is not found to be more effective, we will continue business as usual. We may absorb the position or repurpose the position in another area of the organization.

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

N/A

Collaboration

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

The Clackamas County Jail, Drug Court Program, and Behavioral Health all collaborate with the CSAP program.

Reporting Requirements

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

Provide relevant data by submitting quarterly performance metrics through BJA;s online Performance Measurement Tool located at www.bjaperformancetools.org

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

Engage a research partner to provide skills and assistance in identifying performance measures, providing subject matter expertise and guidance, and/or ensuring performance and outcome evaluations are being considered within the planning phase.

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

Quarterly financial reports, final financial reports, and if applicable, an annual audit report in accordance with Part 200 Uniform Requirements or specific award conditions.

Fiscal

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

Yes, the pilot projet desribed will be implemented without the grant. The grant will allow for another CADC to be hired and dedicated for this purpose. Current staff and research partners will gather data for reporting.

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

Current State and local funding sources will be allocated toward this program.

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

No

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

One time funding to study early intervention. If successful, we will reallocate funding within our budget to continue the program.

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

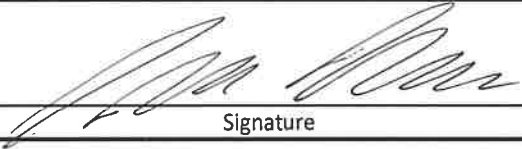
No indirect costs. Direct admin costs of no more than 10% of budget is allowed.

Program Approval:

| | | |
|--|------|-----------|
| Name (Typed/Printed) | Date | Signature |
| ** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ** | | |

Section IV: Approvals

| | | |
|--|------|-----------|
| DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable) | | |
| Name (Typed/Printed) | Date | Signature |

| | | |
|----------------------|-----------|--|
| DEPARTMENT DIRECTOR | | |
| Jenna Morrison | 4/12/2017 |  |
| Name (Typed/Printed) | Date | Signature |

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

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

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

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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

Department: keep original with your grant file.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Harper Houf Peterson Righellis, Inc. to Provide Design and Construction Engineering Services for the Boyer Drive Extension Project

| | |
|--|--|
| Purpose/Outcomes | This contract will provide funding for design and construction engineering services for the Boyer Drive extension project. |
| Dollar Amount and Fiscal Impact | The maximum contract value is \$410,340.00 |
| Funding Source | Clackamas County Development Agency: Clackamas Town Center Urban Renewal District - no County General Funds are involved. |
| Safety Impact | This project will provide a safe connection from 82 nd Ave. to Fuller Road and address a safety issue at the Fuller-King intersection |
| Duration | The contract will terminate on June 30, 2018. |
| Previous Board Action | The Board of County Commissioners previously approved moving forward with this project, as recommended by the Clackamas Regional Center Working Group, at a Study Session on February 3, 2014. |
| Contact Person | David Queener, Program Supervisor, Clackamas County Development Agency – (503) 742-4322 |

BACKGROUND

The Development Agency recently ended a contract with HDR, Inc. to provide design related services for the Boyer Drive extension project. HDR had developed the design to an advanced stage, but the parties determined it was in their neutral interest to terminate the contract. .

The Procurement Director advised, in a situation such as this, the Agency can commence negotiations with the next highest rated firm that submitted a proposal during our original Request for Qualification process. The next highest rated firm was Harper Houf Peterson Righellis, Inc. (HHPR). The Agency has negotiated a scope of work and related fee with HHPR. The scope of work includes tasks necessary to finalize a more efficient design that meets County and ODOT standards as well as provide construction engineering services.

HHPR’s fee related to finalizing design is \$183,232.50. With the modified design by HHPR, the net cost for the project will be reduced from the current estimate. This is due to a greatly simplified stormwater system and reduced right of way needs resulting in a cost savings of approximately \$300,000.

Construction engineering fees total \$227,107.50, which also includes a contingency to provide inspection services as needed. The County will provide full-time inspection for this project.

HHPR is prepared to complete the design and have documents ready for bidding and construction in the summer of 2017.

RECOMMENDATION:

Staff recommends the Board approve and sign the contract with Harper Houf Peterson Righellis, Inc. for design and construction engineering services for the Boyer Drive extension project.

Respectfully submitted,

David Queener
Development Agency Program Supervisor

Placed on the April 20, 2017 Agenda by the Purchasing Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Harper Houf Peterson Righellis, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2018. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: Design and Construction Engineering Services for the Boyer Drive Extension Project ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$410,340.00, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, and C.

6. Contractor Data.

Address: 205 SE Spokane Street, Suite 200

Contractor Contract Administrator: Dan Houf

Phone No.: 503-221-1131

Email: dan@hhpr.com

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see **Exhibit C**)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor or at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Harper Houf Peterson Righellis, Inc.

Dept. of Transportation & Development

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Recording Secretary

Date

Oregon Business Registry #

APPROVED AS TO FORM:

Entity Type / State of Formation

County Counsel

Date

**EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK
BOYER DRIVE EXTENSION PROJECT**

In order to meet objectives in the Clackamas Town Center Urban Renewal Plan, the Clackamas County Development Agency ("Agency") proposes to construct a new roadway between Fuller Road and SE 82nd Avenue which will connect to the intersection of SE 82nd Avenue with S.E. Boyer Road. Improvements will include a two or three lane road section with cycle track, sidewalks, storm water facilities, landscaping, street lighting and signal modifications. Additionally, sidewalk improvements will be constructed along S.E. Fuller Road, and improvements along S.E. King Road will include sidewalks and a new median in King Road to convert the intersection to a right-in/right-out configuration.

Clackamas County recently concluded a contract with another engineering firm charged with providing PSE (plans, specifications, and estimate) for this project. While the PSE package is advanced, the County has asked HHPR to revisit some elements of the design.

The purpose of this contract is to provide engineering design services as required to finalize existing project documents, assist with bid preparation associated with the proposed project, and to assist the County with construction engineering and inspection services as needed.

Time is of the essence on this project so the Consultant should be prepared to begin work immediately upon execution of the contract and have the PSE package completed by April 15, 2017 at which time the project will be advertised for bid. This schedule is contingent upon ODOT permit approval of the intersection improvements. It is assumed that construction will take place over a six (6) month period, beginning mid-June of 2017; however the contract length will extend through June of 2018, to assist with project closeout as required.

The County Contract administrator for this Contract is: David Queener DavidQue@co.clackamas.or.us

CONSIDERATION

- a. Consideration Rates – Fixed Fee as detailed the attached Fee Summary.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$410,340.00. Invoices shall be submitted to: David Queener DavidQue@co.clackamas.or.us
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or purchasing@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Approving the Purchase of
Two Heavy Work Trucks for Clackamas County Service District No. 1

| | |
|--|--|
| Purpose/Outcomes | Ratify purchases of two heavy trucks: a Freightliner 114SD Dump Truck and a Freightliner Hydrocleaner Truck. Each of these trucks replace similar vehicles and have met the WES prioritization screening criteria for replacement. |
| Dollar Amount and Fiscal Impact | Freightliner 114SD Dump Truck: \$171,579 Freightliner Hydrocleaner Truck: \$302,156 Total cost is \$473,735 |
| Funding Source | Funds have been budgeted for these purchases in the Clackamas County Service District No. 1 FY 2016-2017. No General Funds impacted. |
| Duration | None |
| Previous Board Action/Review | None |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. Supports the strategic result of providing infrastructure necessary to support partner communities and economic development. 2. Supports the County objective of building a strong infrastructure. |
| Contact Person | Matthew House, Asset & Information Systems Manager, WES, 503-742-4601 |

BACKGROUND:

Water Environment Services (“WES”), acting on behalf of Clackamas County Service District No. 1 (“District”), annually screens the fleet with a metric comprised of age, usage, reliability, historic maintenance repair costs and condition to prioritize vehicles eligible for replacement. This effort supports the annual capital planning and budgeting process.

Based on that review, WES is ready to proceed with the purchase of a 114SD Freightliner Dump Truck and a Freightliner Hydrocleaner Truck. These trucks will replace existing trucks: 1987 Volvo Dump Truck (878365) and 1994 International Hydrocleaner Truck (948396), respectively. The Freightliner 114SD Dump Truck will be used primarily to haul inorganic screenings and materials unsuitable for beneficial reuse from WES treatment facilities to a landfill for disposal. The Freightliner Hydrocleaner Truck will be used to clean the inside of sewer pipelines to ensure ongoing reliable service to our customers.

Staff initiated the process of procuring these vehicles through the proper channels; however, due in part to staff turnover since the last similar purchase and staff's incorrect assumptions regarding the actions being taken by other departments on WES's behalf, the required procurement process, including providing notice of intent to use a cooperative contract for a purchase over \$250,000, was not followed prior to a purchase order being submitted to begin production of the vehicles. The vehicles are currently in the process of production; however, final payment has yet to be made.

WES staff are working internally and coordinating with the necessary departments, including Purchasing, to establish procedures ensuring this type of error does not occur in the future.

RECOMMENDATION:

WES staff respectfully recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the attached resolution ratifying the purchases of a Freightliner 114SD Dump Truck and a Freightliner Hydrocleaner Truck and delegating authority to the District Director to complete the transactions.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the **April 20, 2017** agenda by Procurement.

A Resolution of the Clackamas County Board
of Commissioners Ratifying Vehicle Purchases
and Delegating Authority to the Director of
Clackamas County Service District No. 1

RESOLUTION NO.

WHEREAS, Water Environment Services (“WES”), acting on behalf of Clackamas County Service District No. 1 (“District”), initiated the procurement of a Freightliner 114SD Dump Truck and a Freightliner Hydrocleaner Truck through a process that staff incorrectly believed satisfied procurement procedures;

WHEREAS, that process resulted in purchase orders being issued prior to required notice being published and authorization by the Board of County Commissioners acting as the governing body of the District (“Board”);

WHEREAS, the District now seeks approval by the Board of the purchases and delegation of authority to take all actions necessary to complete the transactions.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, ACTING AS THE GOVERNING BODY OF CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, THAT:

The purchases of the Freightliner 114SD Dump Truck and the Freightliner Hydrocleaner Truck are hereby ratified and the Director of Clackamas County Service District No. 1 is hereby authorized to execute any additional agreements required to effectuate this transaction.

ADOPTED this ____ day of _____, 2017.

CLACKAMAS COUNTY BOARD OF COUNTY
COMMISSIONERS Acting as Governing Body
of Clackamas County Service District No. 1:

Chair

Recording Secretary

Prepared for:
Clackamas CO. WES Thru
Department of Administrative
Services PA5560
1225 Ferry Street SE U140
Salem , OR 97301

Prepared by:
Kevin Dripps
MCCOY FREIGHTLINER OF
PORTLAND
9622 N.E. VANCOUVER WAY
PORTLAND, OR 97211
Phone: 503-283-0345

A proposal Clackamas County WES Thru
Department of Administrative Services PA5560

Prepared by
MCCOY FREIGHTLINER OF PORTLAND
Kevin Dripps

Oct 27, 2016

2017 Freightliner 114SD 4 Axle Chassis

Contract Base 114SD Price \$75,764.00
Options to Base \$52,429.00 Less 12% = \$46,137.00
McCoy Additional Discount to options ..(-8,311.00)
Added Engine and towing Warranties\$5,935.00
Add for 2018 Model Year\$1,200.00
Total 2018 Chassis price with Warranties ...\$120,725.00
ADD Columbia Body Proposal #2K16153-R4 \$50,854.00
Your Final Package Price \$171,579.00



Components shown may not reflect all spec'd options and are not to scale



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Q U O T A T I O N

114SD CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK
 DETROIT DD13 12.8L 450 HP @ 1625 RPM, 1900 GOV
 RPM, 1550 LB/FT @ 975 RPM
 EATON FULLER RTLO-16913A TRANSMISSION
 RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE
 TUFTRAC 46,000# REAR SPRING SUSPENSION
 MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH
 DROP SINGLE FRONT AXLE
 20,000# TAPERLEAF FRONT SUSPENSION

114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 5850MM (230 INCH) WHEELBASE
 11/32X3-1/2X10-15/16 INCH STEEL FRAME
 (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
 1600MM (63 INCH) REAR FRAME OVERHANG
 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
 REINFORCEMENT
 HENDRICKSON SC13/SCO13 13,200# FF1 STEERABLE
 15X4 BRAKE INTEGRAL PUSHER AXLE

| | TOTAL # OF UNITS (1) | PER UNIT | TOTAL |
|----------------------------------|-------------------------|-------------------|-------------------|
| VEHICLE PRICE | | \$ 114,790 | \$ 114,790 |
| EXTENDED WARRANTY | | \$ 5,935 | \$ 5,935 |
| COLUMBIA BODY DUMP | | \$ 50,854 | \$ 50,854 |
| CUSTOMER PRICE BEFORE TAX | | \$ 171,579 | \$ 171,579 |
| TAXES AND FEES | | | |
| TAXES AND FEES | | \$ 0 | \$ 0 |
| OTHER CHARGES | | \$ 0 | \$ 0 |
| TRADE-IN | | | |
| TRADE-IN ALLOWANCE | | \$ (0) | \$ (0) |
| BALANCE DUE | (LOCAL CURRENCY) | \$ 171,579 | \$ 171,579 |

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial
 Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.
 Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



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S P E C I F I C A T I O N P R O P O S A L

| Data Code | Description | Weight Front | Weight Rear |
|------------------------------|---|-----------------|----------------|
| Price Level | | | |
| PRL-13D | SD PRL-13D (EFF:02/27/15) | | |
| Data Version | | | |
| DRL-001 | SPECPRO21 DATA RELEASE VER 001 | | |
| Vehicle Configuration | | | |
| 001-177 | 114SD CONVENTIONAL CHASSIS | 7,934 | 6,576 |
| 004-217 | 2017 MODEL YEAR SPECIFIED | | |
| 002-003 | SET FORWARD AXLE - TRUCK | | |
| 019-001 | TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK | 10 | 10 |
| 003-001 | LH PRIMARY STEERING LOCATION | | |
| General Service | | | |
| AA1-003 | TRUCK/TRAILER CONFIGURATION | | |
| AA6-001 | DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) | | |
| A85-011 | CONSTRUCTION SERVICE | | |
| A84-1GM | GOVERNMENT BUSINESS SEGMENT | | |
| AA4-003 | DRY BULK COMMODITY | | |
| AA5-006 | TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS | | |
| AB1-008 | MAXIMUM 8% EXPECTED GRADE | | |
| AB5-003 | MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE | | |
| 995-1AE | FREIGHTLINER LEVEL II WARRANTY | | |
| A66-99D | EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs | | |
| A68-99D | EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs | | |
| A67-99D | EXPECTED PUSHER AXLE(S) LOAD : 13200.0 lbs | | |
| A63-99D | EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 73200.0 lbs | | |
| A70-99D | EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs | | |
| Truck Service | | | |
| AA3-004 | END DUMP BODY | | |



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| Data Code | Description | Weight Front | Weight Rear |
|------------------------------|--|-----------------|----------------|
| Tractor Service | | | |
| AA2-005 | FLATBED TRAILER | | |
| AH6-001 | SINGLE (1) TRAILER | | |
| Engine | | | |
| 101-2X9 | DETROIT DD13 12.8L 450 HP @ 1625 RPM, 1900 GOV RPM, 1550 LB/FT @ 975 RPM | | |
| Electronic Parameters | | | |
| 79A-064 | 64 MPH ROAD SPEED LIMIT | | |
| 79B-000 | CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT | | |
| 79K-007 | PTO MODE ENGINE RPM LIMIT - 1100 RPM | | |
| 79M-002 | PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED | | |
| 79N-001 | PTO MODE CLUTCH OVERRIDE - CLUTCH ENABLED | | |
| 79P-002 | PTO RPM WITH CRUISE SET SWITCH - 700 RPM | | |
| 79Q-003 | PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM | | |
| 79S-008 | PTO MODE CANCEL VEHICLE SPEED - 25 MPH | | |
| 79T-001 | PTO MODE RPM INCREMENT - 25 RPM | | |
| 79U-007 | PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND | | |
| 79W-001 | ONE REMOTE PTO SPEED | | |
| 79X-001 | REMOTE PTO SPEED 1 SETTING - 700 RPM | | |
| 80G-001 | PTO MINIMUM RPM - 600 | | |
| Engine Equipment | | | |
| 99C-017 | 2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION | | |
| 99D-011 | 2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR) | | |
| PMT-998 | NO 2013 ENGINE ESCALATOR | | |
| 13E-001 | STANDARD OIL PAN | | |
| 105-001 | ENGINE MOUNTED OIL CHECK AND FILL | | |
| 014-108 | SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR | 10 | |
| 124-1DJ | DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE | 10 | |



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| Data Code | Description | Weight Front | Weight Rear |
|-----------|---|-----------------|----------------|
| 292-071 | (3) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 3375 CCA THREADED STUD BATTERIES | | |
| 290-017 | BATTERY BOX FRAME MOUNTED | | |
| 281-001 | STANDARD BATTERY JUMPERS | | |
| 282-001 | SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB | | |
| 291-017 | WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN | | |
| 289-001 | NON-POLISHED BATTERY BOX COVER | | |
| 293-058 | POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT | 8 | |
| 295-029 | POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER | 2 | |
| 180-1AM | EATON SOLO ADVANTAGE 15-1/2 INCH SELF ADJUSTING CLUTCH | | |
| 183-008 | TORQUE LIMITING CLUTCH BRAKE | | |
| 181-002 | ZERK FITTING WITH EXTENSION HOSE AT CLUTCH RELEASE BEARING LIKE VIN # HB8463 | | |
| 182-005 | HYDRAULIC CLUTCH CONTROL | | |
| 107-044 | BW MODEL BA-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE | | |
| 152-040 | ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM | | |
| 128-002 | JACOBS COMPRESSION BRAKE | | |
| 016-1C2 | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE | 30 | 25 |
| 28F-007 | ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST//INHIBIT SWITCH | | |
| 239-026 | 10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT | | |
| 233-017 | STANDARD CURVE BRIGHT UPPER STACK(S) | | |
| 237-1CR | RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP | | |
| 23U-002 | 13 GALLON DIESEL EXHAUST FLUID TANK | | |
| 30N-003 | 100 PERCENT DIESEL EXHAUST FLUID FILL | | |



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| Data Code | Description | Weight Front | Weight Rear |
|-------------------------------|--|-----------------|----------------|
| 23Y-001 | STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING | | |
| 43X-002 | LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION | | |
| 43Y-001 | STANDARD DIESEL EXHAUST FLUID TANK CAP | | |
| 242-001 | STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAIPIPE SHIELD | | |
| 273-036 | BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH | | |
| 276-002 | AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED | | |
| 110-068 | DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR | | |
| 118-001 | FULL FLOW OIL FILTER | | |
| 266-057 | 1500 SQUARE INCH ALUMINUM RADIATOR | | |
| 103-039 | ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT | | |
| 171-007 | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT | | |
| 172-001 | CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES | | |
| 270-023 | HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE | | |
| 138-005 | PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER | 4 | |
| 140-038 | CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR WITH CURRENT SENSOR LIGHT | | |
| 155-074 | DELCO 12V MOD 3.175-39MT+ OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH | | |
| Transmission | | | |
| 342-1BM | EATON FULLER RTLO-16913A TRANSMISSION | 150 | 60 |
| Transmission Equipment | | | |
| 353-026 | VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB | | |
| 347-002 | ALUMINUM CLUTCH HOUSING | | |
| 362-1BU | CUSTOMER INSTALLED CHELSEA 230/231/236 SERIES PTO | | |
| 363-002 | PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION | | |



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| Data Code | Description | Weight Front | Weight Rear |
|---------------------------------|---|--------------|-------------|
| 341-017 | MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION FILL AND DRAIN, AXLE(S) FILL AND DRAIN | | |
| 345-001 | PAINTED SHIFT LEVER, SOLID LINKAGE | | |
| 370-015 | WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK | -30 | |
| 35T-003 | SYNTHETIC TRANSMISSION LUBE | | |
| Front Axle and Equipment | | | |
| 400-1AC | MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE | 260 | |
| 402-030 | MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | 10 | |
| 403-002 | NON-ASBESTOS FRONT BRAKE LINING | | |
| 419-023 | CONMET CAST IRON FRONT BRAKE DRUMS | | |
| 427-001 | FRONT BRAKE DUST SHIELDS | 5 | |
| 409-021 | SKF SCOTSEAL PLUS XL FRONT OIL SEALS | | |
| 408-001 | VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL | | |
| 416-022 | STANDARD SPINDLE NUTS FOR ALL AXLES | | |
| 405-003 | HALDEX AUTOMATIC FRONT SLACK ADJUSTERS | | |
| 406-001 | STANDARD KING PIN BUSHINGS | | |
| 536-055 | TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR | 130 | |
| 539-003 | POWER STEERING PUMP | | |
| 534-003 | 4 QUART POWER STEERING RESERVOIR | | |
| 533-001 | OIL/AIR POWER STEERING COOLER | | |
| 40T-002 | SYNTHETIC 75W-90 FRONT AXLE LUBE | | |
| Front Suspension | | | |
| 620-025 | 20,000# TAPERLEAF FRONT SUSPENSION | 200 | |
| 619-004 | GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION | | |
| 410-001 | FRONT SHOCK ABSORBERS | | |
| Rear Axle and Equipment | | | |
| 420-111 | RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE | | 450 |
| 421-410 | 4.10 REAR AXLE RATIO | | |
| 424-001 | IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING | | |



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| Data Code | Description | Weight Front | Weight Rear |
|-------------------------------|--|-----------------|----------------|
| 386-075 | MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES | 60 | 60 |
| 388-076 | MXL 17N MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH FULL ROUND YOKES | | |
| 452-006 | DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES | | 40 |
| 878-023 | (1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE | | |
| 87A-001 | BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF | | |
| 87B-004 | BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH | | |
| 423-019 | MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | | |
| 433-002 | NON-ASBESTOS REAR BRAKE LINING | | |
| 434-011 | BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) | | |
| 451-023 | CONMET CAST IRON REAR BRAKE DRUMS | | |
| 425-002 | REAR BRAKE DUST SHIELDS | | 10 |
| 440-021 | SKF SCOTSEAL PLUS XL REAR OIL SEALS | | |
| 426-075 | HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS | | |
| 428-003 | HALDEX AUTOMATIC REAR SLACK ADJUSTERS | | |
| 41T-002 | SYNTHETIC 75W-90 REAR AXLE LUBE | | |
| 42T-001 | STANDARD REAR AXLE BREATHER(S) | | |
| Rear Suspension | | | |
| 622-286 | TUFTRAC 46,000# REAR SPRING SUSPENSION | | 520 |
| 621-058 | TUFTRAC LOW RIDE HEIGHT | | |
| 431-003 | AXLE CLAMPING GROUP | | |
| 624-028 | 56 INCH AXLE SPACING | | |
| 623-006 | FORE/AFT AND TRANSVERSE CONTROL RODS | | |
| 439-002 | REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) | | 40 |
| Pusher / Tag Equipment | | | |
| 035-1A0 | HENDRICKSON SC13 COMPOSILITE 13,200# AIR LIFT STEERABLE PUSHER SUSPENSION, 15X4 BRAKES AND FF1 AXLE | | 1,325 |



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Prepared by:
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 9622 N.E. VANCOUVER WAY
 PORTLAND, OR 97211
 Phone: 503-283-0345

| Data Code | Description | Weight Front | Weight Rear |
|---------------------|--|-----------------|----------------|
| 443-1C9 | HENDRICKSON SC13/SCO13 13,200# FF1 STEERABLE 15X4 BRAKE INTEGRAL PUSHER AXLE | | |
| 874-015 | (1) DASH VALVE AND (1) GAUGE FOR SINGLE LIFT AXLE | | |
| 87F-005 | REVERSE LIFT AXLE WIRING WITH LAST STATE RETENTION WITH IGNITION OFF | | |
| 896-014 | AIR PIPING FOR (1) LIFT/NON-LIFT AXLE WITH REGULATOR CHASSIS MOUNTED | | |
| 456-1AE | HENDRICKSON 15X4 CAM PUSHER/TAG BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | | |
| 457-002 | NON-ASBESTOS PUSHER/TAG BRAKE LINING | | |
| 448-023 | CONMET CAST IRON PUSHER/TAG BRAKE DRUMS | | |
| 442-021 | SKF SCOTSEAL PLUS XL PUSHER/TAG OIL SEALS | | |
| 444-001 | VENTED PUSHER/TAG HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL | | |
| 445-075 | HALDEX LONGSTROKE PUSHER/TAG AXLE SERVICE CHAMBERS | | |
| 458-003 | HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS | | |
| 626-1E0 | HENDRICKSON SC13 COMPOSILITE 13,200# STEERABLE AIR LIFT PUSHER SUSPENSION | | |
| * 627-010 | 59 INCH AXLE SPACING PUSHER/TAG | | |
| Brake System | | | |
| 490-100 | WABCO 4S/4M ABS WITHOUT TRACTION CONTROL | | |
| 871-001 | REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES | | |
| 904-001 | FIBER BRAID PARKING BRAKE HOSE | | |
| 412-001 | STANDARD BRAKE SYSTEM VALVES | | |
| 46D-002 | STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM | | |
| 413-002 | STD U.S. FRONT BRAKE VALVE | | |
| 432-021 | (2) 3-4.5 PSI RELAY VALVES, ONE FOR TANDEM AXLE AND ONE FOR PUSHER/TAG | | |
| 480-083 | WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER | | |
| 483-004 | WABCO OIL COALESCING FILTER FOR AIR DRYER | | |
| 479-015 | AIR DRYER FRAME MOUNTED | | |



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| Data Code | Description | Weight Front | Weight Rear |
|------------------------------|--|--------------|-------------|
| 460-058 | STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION | | |
| 477-004 | PULL CABLES ON ALL AIR RESERVOIR(S) | | |
| 485-001 | EXTERNAL CHARGING GLADHAND | 5 | |
| Trailer Connections | | | |
| 914-025 | AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS | | |
| 296-010 | PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION | | |
| 297-001 | SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME | | |
| 335-004 | UPGRADED CHASSIS MULTIPLEXING UNIT | | |
| 331-001 | SUPPLEMENTAL J560 7-WAY RECEPTACLE LOCATED WITH PRIMARY RECEPTACLE | | |
| Wheelbase & Frame | | | |
| 545-585 | 5850MM (230 INCH) WHEELBASE | | |
| * 546-101 | 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI | 160 | 50 |
| 547-001 | 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT | 175 | 395 |
| 552-030 | 1600MM (63 INCH) REAR FRAME OVERHANG | | |
| 55W-006 | FRAME OVERHANG RANGE: 61 INCH TO 70 INCH | | |
| AC8-99D | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 146.54 in | | |
| AE8-99D | CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 143.54 in | | |
| AE4-99D | CALC'D FRAME LENGTH - OVERALL : 309.97 | | |
| AM6-99D | CALC'D SPACE AVAILABLE FOR DECKPLATE : 146.54 in | | |
| FSS-0LH | CALCULATED FRAME SPACE LH SIDE : 10058.15 in | | |
| FSS-0RH | CALCULATED FRAME SPACE RH SIDE : 10109.67 in | | |
| 553-001 | SQUARE END OF FRAME | | |
| 55E-007 | BUMPER MOUNTED IN BRIDGE FORMULA POSITION | | |
| 550-001 | FRONT CLOSING CROSSMEMBER | | |
| 559-001 | STANDARD WEIGHT ENGINE CROSSMEMBER | | |
| 562-001 | STANDARD MIDSHIP #1 CROSSMEMBER(S) | | |



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|--------------------------|--|--------------|-------------|
| 572-001 | STANDARD REARMOST CROSSMEMBER | | |
| 565-002 | HEAVY DUTY SUSPENSION CROSSMEMBER | | |
| Chassis Equipment | | | |
| 556-1D4 | 16.5 INCH CHROME STEEL BRIDGE FORMULA BUMPER WITH TAPERED ENDS | -20 | |
| 558-033 | REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME | 25 | |
| 574-001 | BUMPER MOUNTING FOR SINGLE LICENSE PLATE | | |
| 551-002 | HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS | | |
| Fuel Tanks | | | |
| 204-219 | 70 GALLON/264 LITER RECTANGULAR ALUMINUM FUEL TANK - LH | 15 | 5 |
| 218-005 | RECTANGULAR FUEL TANK(S) | | |
| 215-005 | PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS | | |
| 212-007 | FUEL TANK(S) FORWARD | | |
| 664-001 | PLAIN STEP FINISH | | |
| 205-001 | FUEL TANK CAP(S) | | |
| 122-1F1 | DAVCO 482 FUEL/WATER SEPARATOR | 10 | |
| 216-020 | EQUIFLO INBOARD FUEL SYSTEM | | |
| 202-016 | HIGH TEMPERATURE REINFORCED NYLON FUEL LINE | | |
| Tires | | | |
| 093-1Y1 | GOODYEAR G296 MSA 385/65R22.5 18 PLY RADIAL FRONT TIRES | 112 | |
| 094-2JA | GOODYEAR G731 MSA DURASEAL 11R22.5 16 PLY RADIAL REAR TIRES | | 168 |
| 095-0BN | MICHELIN XZE 255/70R22.5 16 PLY RADIAL PUSHER/TAG TIRES | | 4 |
| Hubs | | | |
| 418-056 | CONMET PRESET PLUS IRON FRONT HUBS | | |
| 450-056 | CONMET PRESET PLUS IRON REAR HUBS | | |
| 449-056 | CONMET PRESET PLUS IRON PUSHER/TAG HUBS | | |
| Wheels | | | |
| 502-1H5 | ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS | -8 | |



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| Data Code | Description | Weight Front | Weight Rear |
|---------------------|---|--------------|-------------|
| 505-1EF | ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS | | -200 |
| 509-1EF | ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC PUSHER/TAG WHEELS | | -50 |
| 524-001 | POLISHED FRONT WHEELS; OUTSIDE ONLY | | |
| 525-001 | POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY | | |
| 526-001 | POLISHED PUSHER/TAG WHEELS; OUTSIDE OF OUTER WHEEL ONLY | | |
| Cab Exterior | | | |
| 829-1A2 | 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB | | |
| 650-008 | AIR CAB MOUNTS | | |
| 705-012 | CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS | 2 | |
| 648-002 | NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE | | |
| 667-001 | FRONT FENDERS | | |
| 754-002 | 3-1/2 INCH FENDER EXTENSIONS | 15 | |
| 678-018 | LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT | | |
| 645-002 | BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL | | |
| 646-042 | STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS | | |
| 65X-003 | CHROME HOOD MOUNTED AIR INTAKE GRILLE | | |
| 644-004 | FIBERGLASS HOOD | | |
| 690-002 | TUNNEL/FIREWALL LINER | | |
| 727-1AF | SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK | | |
| 726-001 | SINGLE ELECTRIC HORN | | |
| 728-001 | SINGLE HORN SHIELD | | |
| 657-1A1 | ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1014 | | |
| 575-001 | REAR LICENSE PLATE MOUNT END OF FRAME | | |
| 312-067 | HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS | | |
| 302-047 | LED AERODYNAMIC MARKER LIGHTS | | |
| 311-012 | DAYTIME RUNNING LIGHTS - LOW BEAM ONLY | | |
| 294-021 | TRUCK-LITE 3 CHAMBER MODULES WITH 45 SERIES SEALED BEAM LAMPS | | 5 |
| 300-015 | STANDARD FRONT TURN SIGNAL LAMPS | | |



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|---------------------|---|--------------|-------------|
| 744-1BC | DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE | | |
| 797-001 | DOOR MOUNTED MIRRORS | | |
| 796-001 | 102 INCH EQUIPMENT WIDTH | | |
| 743-204 | LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS | | |
| 74A-001 | RH DOWN VIEW MIRROR | | |
| 729-001 | STANDARD SIDE/REAR REFLECTORS | | |
| 677-053 | RH AFTERTREATMENT SYSTEM CAB ACCESS WITH STEEL SHIELDING | | |
| 768-043 | 63X14 INCH TINTED REAR WINDOW | | |
| 661-004 | TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS | | |
| 654-027 | RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S) | 4 | |
| 769-002 | LOWER RH DOOR WINDOW WITH FRESNEL LENS | 7 | |
| 663-013 | TINTED WINDSHIELD | | |
| 659-006 | 8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR | | |
| Cab Interior | | | |
| 707-1AK | OPAL GRAY VINYL INTERIOR | | |
| 706-026 | MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR | | |
| 708-026 | MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR | | |
| 772-006 | BLACK MATS WITH SINGLE INSULATION | | |
| 785-001 | DASH MOUNTED ASH TRAYS AND LIGHTER | | |
| 691-008 | FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING | | |
| 694-010 | IN DASH STORAGE BIN | | |
| 696-012 | CENTER STORAGE CONSOLE MOUNTED ON BACKWALL | 20 | |
| 742-007 | (2) CUP HOLDERS LH AND RH DASH | | |
| 680-006 | GRAY/CHARCOAL FLAT DASH | | |
| 860-004 | SMART SWITCH EXPANSION MODULE | | |
| 720-003 | 5 LB. FIRE EXTINGUISHER | 10 | |
| 700-002 | HEATER, DEFROSTER AND AIR CONDITIONER | | |



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|-----------|---|--------------|-------------|
| 701-008 | STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE | | |
| 703-005 | MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH | | |
| 170-015 | STANDARD HEATER PLUMBING | | |
| 130-033 | DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR | | |
| 702-002 | BINARY CONTROL, R-134A | | |
| 739-034 | PREMIUM INSULATION | | |
| 285-013 | SOLID-STATE CIRCUIT PROTECTION AND FUSES | | |
| 280-007 | 12V NEGATIVE GROUND ELECTRICAL SYSTEM | | |
| 324-011 | DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF | | |
| 655-005 | LH AND RH ELECTRIC DOOR LOCKS | | |
| 284-023 | (1) 12 VOLT POWER SUPPLY IN DASH | | |
| 722-002 | TRIANGULAR REFLECTORS WITHOUT FLARES | 10 | |
| 756-1D9 | PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER | 70 | |
| 760-1D9 | PREMIUM HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER | 60 | 20 |
| 711-004 | LH AND RH INTEGRAL DOOR PANEL ARMRESTS | | |
| 758-014 | BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER | | |
| 761-014 | BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER | | |
| 763-101 | BLACK SEAT BELTS | | |
| 532-002 | ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN | 10 | |
| 540-015 | 4-SPOKE 18 INCH (450MM) STEERING WHEEL | | |
| 765-002 | DRIVER AND PASSENGER INTERIOR SUN VISORS | | |

Instruments & Controls

| | |
|---------|---|
| 732-004 | GRAY DRIVER INSTRUMENT PANEL |
| 734-004 | GRAY CENTER INSTRUMENT PANEL |
| 87L-001 | ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK |



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|-----------|---|--------------|-------------|
| 870-001 | BLACK GAUGE BEZELS | | |
| 486-001 | LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM | | |
| 838-001 | (1) SINGLE BRAKE APPLICATION AIR GAUGE | | |
| 840-002 | 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES | | |
| 198-025 | INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS | | |
| 721-003 | PRECO 1040 87 DB TO 112 DB AUTOMATIC SELF-ADJUSTING BACKUP ALARM | | 3 |
| 149-013 | ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL | | |
| 156-007 | KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY | | |
| 811-042 | ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED | | |
| 160-038 | HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH | | |
| 844-001 | 2 INCH ELECTRIC FUEL GAUGE | | |
| 845-013 | MPG FUEL TRIP GAUGE, TOTAL AND RATE, AND FUEL FILTER RESTRICTION INDICATOR | | |
| 148-074 | ENGINE REMOTE INTERFACE NOT CONFIGURED | | |
| 163-001 | ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB | | |
| 856-001 | ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE | | |
| 864-001 | 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE | | |
| 830-017 | ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY | | |
| 372-051 | CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS | | |
| 852-002 | ELECTRIC ENGINE OIL PRESSURE GAUGE | | |
| 679-001 | OVERHEAD INSTRUMENT PANEL | | |
| 746-1B3 | AM/FM/WB RADIO WITH BLUETOOTH AND MICROPHONE, FRONT USB PORT, FRONT AND REAR AUXILIARY INPUTS AND J1939 | 10 | |
| 747-001 | DASH MOUNTED RADIO | | |
| 750-002 | (2) RADIO SPEAKERS IN CAB | | |
| 748-006 | POWER AND GROUND WIRING PROVISION OVERHEAD | | |



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|---------------|--|-----------------|----------------|
| 749-001 | ROOF/OVERHEAD CONSOLE CB RADIO PROVISION | | |
| 752-017 | MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM | | |
| 810-027 | ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER | | |
| 817-001 | STANDARD VEHICLE SPEED SENSOR | | |
| 812-001 | ELECTRONIC 3000 RPM TACHOMETER | | |
| 813-1B4 | DETROIT CONNECT VIRTUAL TECHNICIAN CONNECTIVITY PACKAGE (DETROIT ENGINES ONLY) | | |
| 81X-001 | 2 YEARS DETROIT CONNECT VIRTUAL TECHNICIAN REMOTE DIAGNOSTICS SERVICE | | |
| 162-002 | IGNITION SWITCH CONTROLLED ENGINE STOP | | |
| 329-083 | SIX ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS; FOUR WIRE TO CHASSIS AT BACK OF CAB, TWO UNWIRED, LABEL ALL OPT | | |
| 482-001 | BW TRACTOR PROTECTION VALVE | | |
| 883-001 | TRAILER HAND CONTROL BRAKE VALVE | | |
| 836-015 | DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY | | |
| 660-008 | SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY | | |
| 304-039 | MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND DUAL CONNECTORS AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS | | |
| 882-004 | TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR | | |
| 299-013 | SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE | | |
| 298-039 | INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS | | |
| Design | | | |
| 065-000 | PAINT: ONE SOLID COLOR | | |
| Color | | | |
| 980-5F6 | CAB COLOR A: L0006EB WHITE ELITE BC | | |
| 986-020 | BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT | | |



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|-----------|------------------------------|--------------|-------------|
| 98K-998 | NO FUEL TANK CABINET PAINT | | |
| 963-003 | STANDARD E COAT/UNDERCOATING | | |

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

T O T A L V E H I C L E S U M M A R Y

Weight Summary

| | Weight Front | Weight Rear | Total Weight |
|-----------------------------|--------------|-------------|--------------|
| Factory Weight ⁺ | 9485 lbs | 9516 lbs | 19001 lbs |
| Total Weight ⁺ | 9485 lbs | 9516 lbs | 19001 lbs |

Extended Warranty

WAI-11E EW4 DD13 VOC \$0 DEDUCTIBLE 7 YEAR/250000 MILES FULL
 COVERAGE
 WAG-010 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
 COVERAGE \$550 CAP FEX APPLIES

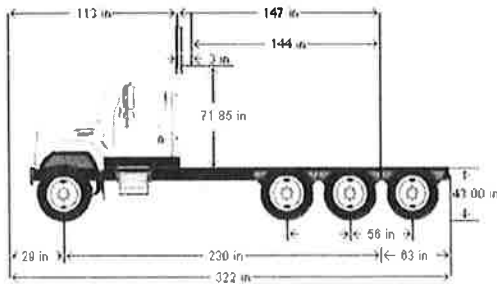
(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.



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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

| | |
|--------------------------------------|---|
| Model | 114SD |
| Wheelbase (545) | 5850MM (230 INCH) WHEELBASE |
| Rear Frame Overhang (552) | 1600MM (63 INCH) REAR FRAME OVERHANG |
| Fifth Wheel (578) | NO FIFTH WHEEL |
| Mounting Location (577) | NO FIFTH WHEEL LOCATION |
| Maximum Forward Position (in) | 0 |
| Maximum Rearward Position (in) | 0 |
| Amount of Slide Travel (in) | 0 |
| Slide Increment (in) | 0 |
| Desired Slide Position (in) | 0.0 |
| Cab Size (829) | 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB |
| Sleeper (682) | NO SLEEPER BOX/SLEEPER CAB |
| Exhaust System (016) | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE |

TABLE SUMMARY - DIMENSIONS



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 Salem , OR 97301

Prepared by:
 Kevin Dripps
 MCCOY FREIGHTLINER OF
 PORTLAND
 9622 N.E. VANCOUVER WAY
 PORTLAND, OR 97211
 Phone: 503-283-0345

| Dimensions | Inches |
|--|--------|
| Bumper to Back of Cab (BBC) | 112.9 |
| Bumper to Centerline of Front Axle (BA) | 29.5 |
| Min. Cab to Body Clearance (CB) | 3.0 |
| Back of Cab to Centerline of Rear Axle(s) (CA) | 146.5 |
| Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA) | 143.5 |
| Back of Cab Protrusions (Exhaust/Intake) (CP) | 1.5 |
| Back of Cab Protrusions (Side Extenders/Trim Tab) (CP) | 0.0 |
| Back of Cab Protrusions (CNG Tank) | 0.0 |
| Back of Cab Clearance (CL) | 3.0 |
| Back of Cab to End of Frame | 209.5 |
| Cab Height (CH) | 71.9 |
| Wheelbase (WB) | 230.0 |
| Frame Overhang (OH) | 63.0 |
| Overall Length (OAL) | 322.5 |
| Rear Axle Spacing | 56.0 |
| Pusher/Tag Axle Spacing | 0.0 |
| Unladen Frame Height at Centerline of Rear Axle | 43.0 |

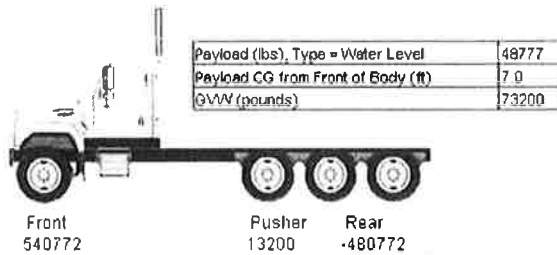
Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared for:
Clackamas CO. WES Thru
 Department of Administrative
 Services PA5560
 1225 Ferry Street SE U140
 Salem, OR 97301

Prepared by:
 Kevin Dripps
 MCCOY FREIGHTLINER OF
 PORTLAND
 9622 N.E. VANCOUVER WAY
 PORTLAND, OR 97211
 Phone: 503-283-0345

TRUCK WEIGHT



VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

| | |
|--|--|
| Model | 114SD |
| Cab Size (829)..... | 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB |
| Expected Front Axle(s) Load (lbs)..... | 20000.0 |
| Expected Pusher Axle(s) Load (lbs)..... | 13200.0 |
| Expected Rear Axle(s) Load (lbs)..... | 40000.0 |
| Expected Tag Axle(s) Load (lbs)..... | 0.0 |
| Expected GVW (lbs)..... | 73200 |
| Expected GCW (lbs)..... | 80000.0 |
| Wheelbase (545)..... | 5850MM (230 INCH) WHEELBASE |
| Pusher / Tag Axle (443)..... | HENDRICKSON SC13/SCO13 13,200# FF1 STEERABLE 15X4 BRAKE INTEGRAL PUSHER AXLE |
| Front Axle to Back of Cab (in)..... | 83.464 |
| Cab to Body Clearance (in)..... | 3.0 |
| Front Axle to Body (in)..... | 86.464 |
| Truck Configuration (AA3)..... | END DUMP BODY |
| Body Length (ft)..... | 14.0 |
| Body Weight (lbs)..... | 4300.0 |
| Body Horiz CG from Body Front (ft)..... | 5.9 |
| Body Front to Rear Axle(s) CL (ft)..... | 11.96 |
| Driver Weight (lbs)..... | 500.0 |
| Driver Horizontal CG from Front Axle (in)..... | 57.581 |
| Left-Hand Fuel Tank (204)..... | 70 GALLON/264 LITER RECTANGULAR ALUMINUM FUEL TANK - LH |
| Left Fuel Tank Horizontal CG (in)..... | 62.1061 |
| Right-Hand Fuel Tank (206)..... | NO RH FUEL TANK |
| Right Fuel Tank Horizontal CG (in)..... | 0 |



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 PORTLAND, OR 97211
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TABLE SUMMARY - TRUCK WEIGHT

| Item | Front(s) | Pusher(s) | Rear(s) | Total |
|--|---------------|--------------|----------------|--------------|
| Pusher/Tag Down | | | | |
| Chassis Tare | 9485 | 1285 | 8231 | 19001 |
| Fuel / Oil | 437 | N/A | 185 | 622 |
| Driver | 375 | N/A | 125 | 500 |
| Dealer Installed Options | 0 | N/A | 0 | 0 |
| Accessories | 0 | N/A | 0 | 0 |
| Body | 1360 | N/A | 2940 | 4300 |
| Truck Tare Weight | 11657 | 1285 | 11481 | 24423 |
| Payload | 12626 | N/A | 36151 | 48777 |
| Calculated Axle Loads - Pusher/Tag Down | 540772 | 13200 | -480772 | 73200 |
| Expected Axle Loads / GVW | 20000 | 13200 | 40000 | 73200 |
| GAWR / GVWR | 18740 | 12350 | 44000 | 75090 |
| Payload CG From Front of Body | | 7 feet | | |
| Payload CG From Front Axle | | 14.2 feet | | |
| Payload Distribution | | Water Level | | |
| All weights displayed in pounds | | | | |

| Item | Front(s) | Pusher(s) | Rear(s) | Total |
|--|--------------|-------------|--------------|--------------|
| Pusher/Tag Up | | | | |
| Chassis Tare | 9485 | N/A | 9516 | 19001 |
| Fuel / Oil | 437 | N/A | 185 | 622 |
| Driver | 375 | N/A | 125 | 500 |
| Dealer Installed Options | 0 | N/A | 0 | 0 |
| Accessories | 0 | N/A | 0 | 0 |
| Body | 1360 | N/A | 2940 | 4300 |
| Truck Tare Weight | 11657 | N/A | 12766 | 24423 |
| Payload | 12626 | N/A | 36151 | 48777 |
| Calculated Axle Loads - Pusher/Tag Up | 24283 | 0 | 48917 | 73200 |
| Expected Axle Loads / GVW | 20000 | 13200 | 40000 | 73200 |
| GAWR / GVWR | 18740 | 12350 | 44000 | 75090 |
| Payload CG From Front of Body | | 7 feet | | |
| Payload CG From Front Axle | | 14.2 feet | | |
| Payload Distribution | | Water Level | | |
| All weights displayed in pounds | | | | |

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





Presents a Proposal Summary

Of the



Jetter

850 Series Front Reel RamJet Mounted on a Heavy Duty Truck Chassis

For

WES

Oregon City, OR

NJPA Contract #022014-FSC

PRODUCT DESCRIPTION

- 850-Series Front Reel RamJet 2250 Gallons

STANDARD FEATURES

- Mounting Charge
- 2-1/2" x 25' Fill Hose w/ Connections Street Side and Curb Side
- 304 Stainless Steel Tank w/Baffle w/ 10 Yr Warranty
- Vansco Electronic Package w/ Onboard Diagnostics, Intelliview Display
- (3) Nozzles with Carbide Inserts w/Rack
- Hydrant Wrench
- Hose Reel Manual Hyd. Extend/Retract
- Handgun Assembly w/ 1/2" x 35' Hose w/ Quick Disconnect Between Front Hose Reel and Grill of Chassis
- Water Pressure Gauge at Hose Reel
- Un-Shrouded
- Color Coded Sealed Electrical System (Nema 4)
- Aluminum Rear Fenders w/ Mud Flaps and Anti-Sail Brackets
- Hydraulic Oil Sight Gauge
- Electric Back-Up Alarm
- 10' 6" Low Profile (Based on Vector Stock Chassis Spec)
- High Efficiency MultiFlow Water System w/ Hi-Low Switch
- Hydraulic Manifold Hose Reel Controls
- Tiger Tail Hose Protector w/ Tie Off Rope
- Side Mounted Jet Rodder Pump W/ Two Yr. Warranty
- Hydraulic Tank Suction Shutoff Valves
- Engine Monitoring Parameters:
 - *Hour Meter, Coolant Temperature, Oil Temperature & Pressure, Fuel Rate, RPM
 - *Water Pump Hour Meter
 - *PTO Hour Meters
- Circuit Breakers
- 3" Y-Strainer Filter in Water Tank Fill w/ Cleanable Filter Accessible at Ground Level
- 3" Y-Strainer in Jet Rodder Pump Suction w/ Cleanable Filter Accessible at Ground Level
- Hydraulic Oil Temp Alarm w/Light
- Road Side Hazard Kit
- Fire Extinguisher 5 Lbs.
- 80 GPM @ 2500 PSI Water System
- Low Water Light w/Indicator
- Module Paint, Dupont Imron Elite - Wet on Wet
- 1" High Pressure Water Relief Valve
- LED Lights, Clearance, Stop, Tail, Turn, Backup
- Tow Hooks, Front
- Tow Hooks, Rear
- 1" x 10' Leader Hose w/1" Nozzle Pipe

ADDITIONAL FEATURES

- Dual Jet Rodder Water System Accumulator; Second Accumulator Set at 600 PSI
- Hose Wind Guide (Dual Roller), Auto, Indexing w/ Pinch Roller
- Digital Hose Footage Counter
- Hydraulic Extending 15", Tele/Rotating Hose Reel, 1" x 1000' Capacity
- Camera System, Manhole Cameras
- Wireless Remote w/Hose Reel Controls - Belly-Pack
- 1" x 800' Piranha Sewer Hose, 2500 PSI
- Aluminum Tool Box, Front Bumper Mounted, 16x12x18 w/2 LED Side Markers
- Water Pump Flow Meter

- Air Purge
- Lateral Cleaning Kit w/150' Hose and Nozzle
- Handgun Hose Reel w/Spring Retract
- Brackets and Wiring for Customer Installed Strobe/Revolving Light, Rear
- Brackets and Wiring for Customer Installed Strobe/Revolving Light, Front
- Work light, Operators Station
- Work light, Hose Reel Manhole
- Hose Reel Wrapped for Delivery
- Camera System, Front, Rear and Both Sides
- Rodder Pump Drain Valves
- Dual Water Fill; 1 Curbside and 1 Street Side at Rear
- Back of Cab Toolbox 30x22x72; Larger Opening size for Behind Cab Toolbox 17" -18"
- (2) Over the Fender Toolboxes 110" x 26" x 25"
- Over the Fender Toolboxes to be Hinged on the Curbside Only; Doors to only open to 90 Degrees
- Rear Storage Basket
- Work Lights Mounted (1) Curbside and (1) Street Side, Behind Cab Up High
- 3" Water Drains Mounted (1) Curbside and (1) Street Side, Behind Cab Steps
- 3000 Watt Xantrex #813-3000-UL Inverter Mounted in Behind Cab Toolbox or Per Customer Request
- Vactor Manual, Partial Manual and USB Version - 2 + Dealer
- 2018 Freightliner 114SD, 4000 Series Allison Transmission, 450 HP Detroit Diesel Engine, Extended Warranty, Polished Wheels

Chassis Source - Customer Supplied
Module Paint Match Cab - Yes
Module Paint Color - White
Cab Color - White
Door Stripe Color - None
Chassis Axle - Tandem
Certified Unit Weight Required - No

Chassis Note: None

| | |
|-----------------------|---------------------|
| Factory Total: | \$186,010.00 |
| NJPA Discount: | -\$5580.00 |
| Chassis Price: | \$121,726.00 |
| Total Price: | \$302,156.00 |

Please remember Price indicated includes unapproved Special Requests

Price valid for 30 Days from date of 11/2/2016

Product Model: Jetter
Product Model: Jetter
Proposal Date: 11/2/2016
Quote Number: 2016-17073
Price List Date: 1/1/2016
P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

| | |
|---|---|
| <u>2100 Series, HXX, Series and Jetters</u> | 10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship. |
| <u>2100 Series and HXX only</u> | 5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through. |
| <u>2100 Series and Jetters</u> | 2 years - Vactor Rodder Pump on all unit serial numbers starting with 13##V#####. |

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR

VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders regularly entered cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: The pricing attached does not include Federal, State or local taxes which are the buyer's responsibility. However, Vactor/Guzzler Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor/Guzzler will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor/Guzzler.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

IT IS UNDERSTOOD AND AGREED THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCURED.

SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT SELLER'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

This agreement shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of the Company may have under this agreement shall not constitute a waiver thereof nor prejudice Vactor's right to enforce it thereafter.

This order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor.

I agree with the above terms and conditions:

Date: _____

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH—ss.

I, Michelle Ropp, being first duly sworn, depose and say that I am a Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Sewer Vacuum, Hydro-Excavation, and/or Street Sweeper Equipment with Related Accessories & Supplies National Joint Powers Alliance; Bid Location Staples, MN, Todd County; Due 02/20/2014 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

1/10/2014

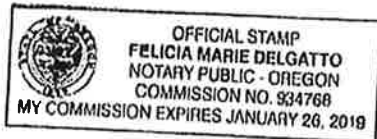
State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 19th DAY OF August, 2015

Michelle Ropp

Notary Public-State of Oregon

SEE
EXHIBIT A



Ginger Line
National Joint Powers Alliance
PO Box 219
Staples, MN 56479-0219

Order No.: 10474547
Client Reference No:

EXHIBIT A

NATIONAL JOINT POWERS ALLIANCE®

SEWER VACUUM, HYDRO-
EXCAVATION, AND/OR STREET
SWEEPER EQUIPMENT WITH
RELATED ACCESSORIES AND
SUPPLIES

Proposals due 4:30 pm, Feb. 20
REQUEST FOR PROPOSALS

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning January 9, 2014 and continuing until February 13, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 20, 2014 at 4:30 p.m. Central Time at the above address and opened February 21, 2014 at 8:00 A.M. Central Time. Please see who this pertains to here: <http://www.njpacoop.org/oregon-advertising>
Published Jan. 10, 2014. 10474547

FREQUENTLY ASKED QUESTIONS

Q. WHO IS NJPA?

A. NJPA is a public corporation or agency serving as a municipal contracting agency for government and education agencies. NJPA serves member agencies under the legislative authority established and granted by Minnesota Statute 123A.21 (see specific statutory references on pages 4-5). All NJPA employees are public employees whom are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. NJPA employees have the same employment status as employees of NJPA government and education member agencies.

Q. WHAT IS NJPA'S PRIMARY PURPOSE?

A. Among other areas of serving members, NJPA creates national cooperative contract purchasing solutions on behalf of its member agencies which include all government, education and non-profit agencies in Canada. These cooperative contract opportunities offer both time and money savings for their users by consolidating the efforts of numerous individually prepared solicitations to one national, cooperatively shared process. This process leverages the aggregation of volume from members nationwide.

Q. WHO IS ELIGIBLE FOR NJPA MEMBERSHIP?

A. Any AAMDC member is eligible to participate in the program.

Q. HOW IS NJPA GOVERNED?

A. Similar to the AAMDC, the NJPA is governed by a Board of Directors. The eight-member board is comprised of publicly elected governing officials, including school board, city council members and county commissioners from Region Five in Minnesota.

Q. HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

A. As a member of the AAMDC there is no application process. Participating members are non-voting members of NJPA and are able to enter into Joint Powers Agreements. Non-profit organizations, non-public schools and other similar entities may join NJPA through an associate membership.

Q. DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

A. Yes. At this point, all current members are a part of our Board of Advisors. NJPA also has multiple member advisory committees that specialize in various membership verticals. These verticals include our general membership represented by procurement professionals from our government and education agencies and others, such as fleet departments, food service departments, park and recreation departments and public utility departments.

Q. WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF NJPA?

A. • The competitive bidding and contract process is completed and satisfied on behalf of your agency. • National aggregation of product and equipment demand and volume resulting in aggressive and competitive pricing. • Choice of equipment, products and services is offered under awarded contracts featuring the highest quality solutions from industry-leading and nationally acclaimed vendors. • Members enjoy a broad range of exceptional product and equipment selections complimented by substantial time savings and multiple other related benefits for participating agencies. • NJPA contract solutions offer choice with the ability to continue to perform your own competitive bidding process if you choose to do so.

NJPA strives to exceed our members' needs and expectations. Our contracting process mirrors our members' process. In creating a contract pathway through a unified and commonly embraced contracting process, NJPA contracts are accepted by the highest level of government and education agencies across the country. NJPA increases our members' comfort by conducting complete financial audits of our organization annually through an independent auditor with the results submitted to the State of Minnesota as required by state law.

Q. AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

A. Yes. This is a non-binding purchasing tool. All NJPA membership and contracts are non-exclusive with no obligation to purchase and are contracts of choice by our member agencies.

Q. CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT ISSUING OUR OWN SOLICITATION?

A. The AAMDC has filed a notice of planned procurement. Barring any significant challenges each AAMDC member will be included. There will be a minimal process before you may adopt the contract, to ensure approval in your marketplace. It will be the responsibility of each municipality to ensure their compliance.

Q. HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

A. Related contract and competitive bid process documentation is available on the NJPA website under each individual vendors' page or by request. Once on a vendor page, there is a tab titled "Contract Documentation" where these documents can be reviewed. Please follow the instructions under each vendor's "Pricing" tab to access pricing for specific contracts. Due to pricing complexity, most pricing is not located on the website and is available upon request in compliance with MIN Data Practices. Procurement files are also available upon request.

Q. WHO SHOULD I CONTACT WITH QUESTIONS ABOUT THIS PROGRAM?

A. Carolyn Boyle
Manager of Client Relations
AAMDC - Alberta Association of Municipal Districts and Counties
P: 780.955.8401
C: 780.863.7174
Email: carolyn.boyle@aamdc.com



OUR 11-STEP PROCUREMENT PROCESS

1) IDENTIFY MEMBER NEED

NJPA pursues member participation and conducts research through our member advisory committees represented by various verticals. This is also carried out at numerous national trade shows; we take the opportunity to not only display our current offerings, but also listen to our members' needs in an effort to refine our current and future product and service offerings.

2) RESEARCH SOLUTIONS AVAILABLE IN THE MARKET PLACE

Constant research helps us develop the best approach for each offering. Some industries lend themselves to a manufacturer's response because that manufacturer provides a complete industry solution through their authorized dealers. Other industries lend themselves to a distributor response because they are able to provide the most complete industry solutions through the large number of manufacturers they represent.

3) REQUEST PERMISSION FROM THE NJPA BOARD OF DIRECTORS

After establishing the existence of both a viable need and a viable NJPA style solution, permission from the publicly elected NJPA Board of Directors is sought and must be granted to officially begin the development of the bid and overall procurement process.

4) DRAFT A SOLICITATION, PUBLIC ADVERTISEMENT AND NOTICE

Our bid document is our cornerstone of cooperative contract purchasing. The consistency of that bid document and its response forms and evaluation criteria are some of our greatest assets. NJPA advertises each RFP:

- in the print and online versions of the Minneapolis Star Tribune;
 - in the online version of the USA Today;
 - at least once in Oregon and Utah in the Daily Journal of Commerce and the Salt Lake News, respectively;
 - on the NJPA website (NJPAcoop.org);
 - on NoticeToBidders.com, and other appropriate e-commerce sites such as bidsync.com, onvia.com, publicpurchase.com, MERX.com, and biddingo.com; and
 - by notifying state procurement departments in each state for possible re-posting of solicitation within their systems at their discretion.
- In the future: APC and Canadian MERX.com

5) CONDUCT A PRE-PROPOSAL CONFERENCE FOLLOWED BY RECEIPT OF PROPOSERS' RESPONSES

Proposers are typically given 5-6 weeks from the start of the RFP advertisement to respond to the RFP. A Pre-Proposal Conference is conducted to answer questions and the PowerPoint slides used are sent to all who requested the RFP. An addendum may also be issued if there are any items covered beyond RFP content clarifications in the conference, and such items are deemed material by NJPA. NJPA uses an atomic clock to electronically time and date stamp all Proposals immediately upon receipt in NJPA's Staples, MN office. Proposals are later opened and read aloud by a Bids and Contracts department employee at the time, date, and place specified in the RFP.

6) EVALUATE PROPOSERS' RESPONSES

Evaluation begins at the bid opening by determining the "responsiveness" of each bid. "Level One Responsiveness" includes:

- Timely submission
 - Original signatures on appropriate documents
 - Liability insurance verification
 - Pricing document
 - Responses provided to all form questions
 - Required electronic and physical copy.
- "Level Two Responsiveness" is the evaluation of the response according to the evaluation criteria provided in the RFP and documented on the "Overall Evaluation and Criteria" (Form G) by the Proposal Evaluation Committee. It establishes a weighted scoring method and provides for an optional Cost Comparison. This point-based system is used as a part of the final scoring and awarded vendor determination. For future Canadian bids AAMDC will be on the proposal evaluation committee.

PROCUREMENT PROCESS

Evaluating proposers' responses, continued:

Our typical RFP's intent is to invite the widest variety of products and services within the scope of a tender to create a national contract that provides the greatest range of utility to the widest array of NJPA members. We specifically invite bidders to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and applicability/utility to our members. NJPA believes the perceived procurement value of a proposal to NJPA and its members includes, but is not limited to:

- Conformance to RFP's intent, scope and specifications
- Competitive pricing strategies
- Ability to sell and service NJPA members nationally
- Financial strength, experience and success in the industry/marketplace
- References from past customers and prior experience with NJPA
- A clear, concise, aggressive and effective marketing plan
- Value Adds: related products, services and technological advances; green; WMBE and/or SBE status; ability to sell and service Canada and other International countries
- Financing options and detailed payment terms
- Warranty, product and service responsibility
- Identification of depth, breadth and quality of equipment, products and service offerings

7) PROVIDE RECOMMENDATIONS TO THE NJPA BOARD

The recommendations of the Proposal Evaluation Committee are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract.

8) AWARD VENDOR/S

Upon approval by the NJPA Board, the recommended vendor is awarded a four-year contract term with one additional one-year renewal/extension at the discretion of NJPA. The Bids and Contracts Department emails Notices of Award and Non-Award to vendors.

9) POST APPROVED CONTRACT DOCUMENTS

A complete procurement file is organized and posted on our website for review by our members, it includes: the bid, competitive bidding and evaluation process and contract documentation.

10) DEVELOP AND IMPLEMENT A JOINT MARKETING PLAN WITH AWARDED VENDOR/S

NJPA works with both the vendor and member to educate on the benefits and uses of an awarded contract. We work with the awarded vendor(s) to educate and energize their sales and service teams.

NJPA advertises awarded contracts in select national publications; produces a full-color, hard copy "Contract Directory"; maintains a website offering of the contract solutions, exhibits with vendor partners in numerous national and regional trade shows; and provides break-out meetings at trade shows presenting information on contract purchasing and cooperative opportunities available through NJPA.

11) REVIEW AND MAINTAIN OUR CONTRACT THROUGHOUT ITS TERM

Contracts are periodically reviewed for their effectiveness. NJPA contracts are written with four-year terms with a fifth year option. As a result, NJPA provides a simple, structured, well-documented procurement contract in an effort to create a seamless process for all of its member procurement needs. It is important to stress that NJPA does not eliminate member responsibility for following the bid process; but rather, provides a nationally pre-competed option so as not to duplicate the formal tender process.