

AGENDA

Revised

Removed III.1; Added F.1

Thursday, February 11, 2021 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-07

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates**

*****COVID Updates**

I. PUBLIC HEARINGS *(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. Approval of a Board Order for Boundary Change Proposal CL 20-003 Annexation to Clackamas County Service District No. 1 (Ken Martin)
2. Approval of a Board Order for Boundary Change Proposal CL 20-004 Annexation to Clackamas County Service District No. 1 (Ken Martin)

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Grant Agreement #168033 with the State of Oregon, Acting by and through its Oregon Health Authority, for Crisis Counseling Program Services – Behavioral Health
2. Approval of an Intergovernmental Agreement with the City of Canby and the Community Development Division for ADA Ramp Improvements Project – Community Development
3. Approval to accept a grant award with the Bureau of Justice Assistance (BJA) for Adult Drug Court and Veterans Treatment Court Discretionary Grant Program – Health Centers

4. Approval to Apply for a Continuation Grant for Oregon Department of Transportation 5311 Rural Formula Funds for Operations Funding for Mt. Hood Express – Social Services

B. Department of Transportation & Development

1. Approval of a Cooperative Improvement Agreement with the Oregon Department of Transportation for the Clackamas Regional Center Mobility Improvement Project

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Technology Services

1. Approval for Amendment #2 to the Service Level Agreement with Metro Area Joint CAD System for a dark fiber connection from CBX Tri-city hub to Clackamas County 911 Communications.
2. Approval for a Service Level Agreement between Clackamas Broadband eXchange and the Lake Oswego School District for dark fiber services.
3. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Lightspeed Networks for a dark fiber connection.

E. Department Human Resources

1. Approval of a Contract with Mercer Health and Benefits, LLC for the Employee Benefits Broker - Procurement

***F. Disaster Management**

- *1. Amendment No. 1 to the Contract between Tetra Tech Inc., for Debris Monitoring and Management Services. The Amendment authorizes up to \$228,000. The proposed task order permits up to \$182,820 for debris monitoring services through August 15, 2021. Clackamas County expects to receive a 75% cost share in Stafford Act Public Assistance reducing the County's net cost for service to \$45,700 for the task order, and up to \$57,000 if the fully authorized amount is spent.

III. NORTH CLACKAMAS PARKS & RECREATION DISTRICT 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.)

REMOVED 1. Approve Trail Easement Agreement Granted by Pedcor Investments to North Clackamas Parks and Recreation to provide for a Portion of the Future Phillips Creek Trail.

IV. PUBLIC COMMUNICATION *(The Chair of the Board will call for statements from the public 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 should be non-partisan in nature as the BCC is a nonpartisan governing body under Oregon Revised Statutes and County Code. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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



OFFICE OF COUNTY COUNSEL

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

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Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

February 11, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Board Order for Boundary Change Proposal CL 20-003
Annexation to Clackamas County Service District No. 1**

Purpose/Outcomes	<i>Conduct Public Hearing/Approve Order</i>
Dollar Amount and Fiscal Impact	<i>None</i>
Funding Source	<i>Not Applicable</i>
Duration	<i>Permanent</i>
Previous Board Action	<i>None</i>
Strategic Plan Alignment	<i>Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries</i>
Contact Person	<i>Ken Martin, Boundary Change Consultant - 503 222-0955 Nate Boderman, Assistant County Counsel</i>
Contract No.	<i>Not Applicable</i>

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 Clackamas County Service District No. 1 is such a district.

Proposal No. CL 20-003 is a proposed annexation to Clackamas County Service District No. 1 ("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 three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Notice posted online (<https://www.clackamas.us/meetings/bcc/business/2021-02-11>); 3) Published notice twice in

the Clackamas County Review; 4) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners. The petition meets the requirement for initiation set forth in ORS 198.855, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District. The territory contains approximately 4.81 acres, one single family dwelling and is valued at \$1,135,906.

REASON FOR ANNEXATION

The property owners desire sewer service to serve future redevelopment of the site. The City of Happy Valley is processing a zone change for the property which would allow for single family dwellings on 15,000 square foot lots.

CRITERIA

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."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership ("WES") as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

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 proposed findings. Staff has examined the statutes and

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

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 (immediately upon adoption) was noted above.

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;
 - (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 proposal is consistent with the Comprehensive Plans as stated in the findings attached in the proposed order. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration. The territory, if annexed into the District, will be served by Water Environment Services pursuant to that certain ORS 190 Partnership entered into by the District with the Tri-City Service District and the Surface Water Management Agency of Clackamas County, as amended from time to time.

RECOMMENDATION

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-20-003, annexation to Clackamas County Service District No. 1.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Nate Boderman".

Nate Boderman
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 20-003



Order No. _____

This matter coming before the Board at this time, and it appearing that the owner of all the land in the territory to be annexed has petitioned to annex the territory to Clackamas County Service District No. 1;

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 February 11, 2021 and that a decision of approval was made February 11, 2021;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 20-003 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of February 11, 2021.

ADOPTED this 11th day of February, 2021.

BOARD OF COUNTY COMMISSIONERS

Tootie Smith, Chair

Christina Terwilliger, Clerk to the Board

FINDINGS

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

1. The territory to be annexed contains approximately 4.81 acres, one single family dwelling and is valued at \$1,135,906.
2. The property owners desire sewer service to serve future redevelopment of the site. The City of Happy Valley is processing a zone change for the property which would allow for single family dwellings on 15,000 square foot lots.
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.”

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership (“WES”) as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

4. 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:
 - a. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
 - b. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
 - c. The proposed effective date of the boundary change.
5. 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 is immediately upon adoption.
6. To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

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

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;
 - (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.

7. There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plans as stated in the findings below. No concept plans cover this area.

8. Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.

9. 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.

10. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.

11. The territory is inside the City of Happy Valley and is in the process of being zoned R-15 which would allow development of single family dwellings on 15,000 square foot lots.
12. 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 under ORS 195 relative to sewer service in this area of Clackamas County.
13. WES, as the service provider for the District, has sewer and storm sewer lines in SE Toscana Place stubbed to the southern edge of the property. These lines can provide service to the site.
14. The Sunrise Water Authority has water service available to serve the site in SE Toscana Place.
15. The area receives police service from the City of Happy Valley which contracts with the Clackamas County Sheriff’s Department for service.

16. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.

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 7 & 12 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 original public facility plan for this area does call for sewer service by the 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 (Clackamas County Comprehensive Plan and the Happy Valley Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
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 District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 13. 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.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

EXHIBIT "B"

November 16, 2020

Annexation

A parcel of land, as shown on attached Exhibit "C", lying in the Northwest One-Quarter of the Southwest One-Quarter, and the Southwest One-Quarter of the Northwest One-Quarter of Section 36, Township 1 South, Range 2 East of the Willamette Meridian, City of Happy Valley, Clackamas County, Oregon, and being all of that tract of land described by Statutory Warranty Deed to Jeffrey Michael Owens and Malia Rae Faith Owens, Trustees or their successors in trust of the Owens Joint Revocable Trust dated October 30, 2003, and any amendments thereto, recorded February 20, 2015 as Document No. 2015-008818, Clackamas County Deed Records, said parcel also being all of that tract of land described by Quitclaim Deed-Statutory Form to Jeffrey Owens and Malia Owens, recorded November 03, 1997 as Document No. 97-086688, Clackamas County Deed Records, said parcel being more particularly described as follows;

Beginning at the One-Quarter Section Corner common to Sections 35 and 36, Township 1 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon per U.S.B.T. Entry 2001-101, Clackamas County Survey Records;

Thence S88°39'38"E, along the north line of said Document No. 97-086688, 327.02 feet to the northeast corner thereof;

Thence S02°11'14"W, along the east line of said Document No. 97-086688 and the east line of said Document No. 2015-008818, 669.76 feet to the southeast corner of said Document No. 2015-008818;

Thence N88°30'20"W, along the south line of said Document No. 2015-008818, 326.89 feet to the southwest corner thereof;

Thence N02°10'40"E, along the west line of said Document No. 2015-008818, 668.87 feet to the Point of Beginning.

The parcel of land to which this description applies contains 218,818 square feet or 5.02 acres more or less.

This legal description, along with the Basis of Bearings thereof, is based on the Oregon State Plane Coordinate System-North Zone. The west line of Document No. 2015-008818, Clackamas County Deed Records was held to be N02°10'40"E.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

John T. Campbell
OREGON
JULY 15, 2003
JOHN T. CAMPBELL
60070 LS

EXPIRES: 12-31-21

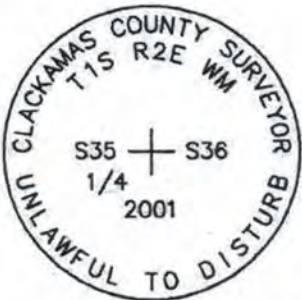


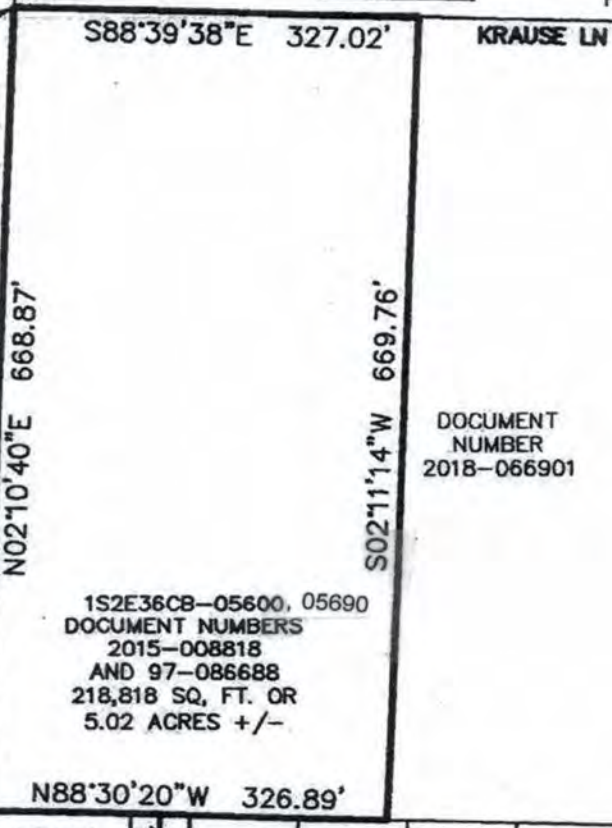
EXHIBIT "C"

ANNEXATION EXHIBIT MAP

LOCATED IN THE NORTHWEST ONE-QUARTER
OF THE SOUTHWEST ONE-QUARTER, AND THE
SOUTHWEST ONE-QUARTER OF THE NORTHWEST
ONE-QUARTER OF SECTION 36,
TOWNSHIP 1 SOUTH, RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON

TRACT C
"NORTHVIEW AT
HAPPY VALLEY
HEIGHTS"

POINT OF BEGINNING
ONE-QUARTER
SECTION CORNER
COMMON TO
SECTIONS 35 AND
36, T1S, R2E, WM
PER U.S.B.T. ENTRY
2001-101



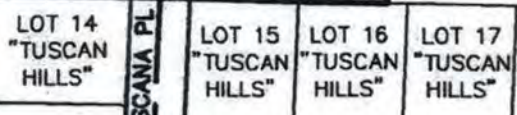
DOCUMENT
NUMBER
2001-074921

LOT 19
"CLAREMONT
AT HAPPY
VALLEY"

DOCUMENT
NO.
2009-062196

DOCUMENT
NUMBER
2018-066901

1S2E36CB-05600, 05690
DOCUMENT NUMBERS
2015-008818
AND 97-086688
218,818 SQ. FT. OR
5.02 ACRES +/-



SCALE
1" = 150'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 15, 2003
JOHN T. CAMPBELL
60073

RENEWS: 12-31-2021



Harper
Houf Peterson
Righellis Inc.

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171
MPP-09 TMW 11/16/2020 PAGE 1 OF 1

SEE ATTACHED
LEGAL DESCRIPTION



OFFICE OF COUNTY COUNSEL

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

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

February 11, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Board Order for Boundary Change Proposal CL 20-004
Annexation to Clackamas County Service District No. 1**

Purpose/Outcomes	<i>Conduct Public Hearing/Approve Order</i>
Dollar Amount and Fiscal Impact	<i>None</i>
Funding Source	<i>Not Applicable</i>
Duration	<i>Permanent</i>
Previous Board Action	<i>None</i>
Strategic Plan Alignment	<i>Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries</i>
Contact Person	<i>Ken Martin, Boundary Change Consultant - 503 222-0955 Nate Boderman, Assistant County Counsel</i>
Contract No.	<i>Not Applicable</i>

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 Clackamas County Service District No. 1 is such a district.

Proposal No. CL 20-004 is a proposed annexation to Clackamas County Service District No. 1 ("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 three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Notice posted online (<https://www.clackamas.us/meetings/bcc/business/2021-02-11>); 3) Published notice twice in the Clackamas County Review; 4) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners. The petition meets the requirement for initiation set forth in ORS 198.855, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District. The territory contains .46 acres, one single family dwelling and is valued at \$658,360.

REASON FOR ANNEXATION

The property owners desire sewer service to serve the existing single-family dwelling.

CRITERIA

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."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership ("WES") as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

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 proposed findings. 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 (immediately upon adoption) was noted above.

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

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;
 - (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 proposal is consistent with the Comprehensive Plans as stated in the findings attached in the proposed order. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration. The territory, if annexed into the District, will be served by Water Environment Services pursuant to that certain ORS 190 Partnership entered into by the District with the Tri-City Service District and the Surface Water Management Agency of Clackamas County, as amended from time to time.

RECOMMENDATION

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-20-004, annexation to Clackamas County Service District No. 1.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Nate Boderman".

Nate Boderman
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 20-004



Order No. _____

This matter coming before the Board at this time, and it appearing that the owner of all the land in the territory to be annexed has petitioned to annex the territory to Clackamas County Service District No. 1;

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 February 11, 2021 and that a decision of approval was made February 11, 2021;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 20-004 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of February 11, 2021.

ADOPTED this 11th day of February, 2021.

BOARD OF COUNTY COMMISSIONERS

Tootie Smith, Chair

Christina Terwilliger, Clerk to the Board

FINDINGS

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

1. The territory to be annexed contains .46 acres, one single family dwelling and is valued at \$658,360.
2. The property owners desire sewer service to serve the existing single-family dwelling.
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.”

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership (“WES”) as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

4. 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 is immediately upon adoption.

5. 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 A “necessary party” is another governmental entity which includes the same area or provides an urban service to the area.

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (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 proposal is consistent with the Comprehensive Plans as stated in the findings below. No concept plans cover this area.

6. Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.
7. 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.

8. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.

9. The territory is inside the City of Happy Valley and is zoned R-5, Single Family.
10. 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 under ORS 195 relative to sewer service in this area of Clackamas County.
11. WES, as the service provider for the District, has an 8-inch sewer line in SE Hagen Road which can serve the property.
12. The Sunrise Water Authority provides water service to the site.
13. The area receives police service from the City of Happy Valley which contracts with the Clackamas County Sheriff’s Department for service.
14. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.

CONCLUSIONS AND REASONS FOR DECISION

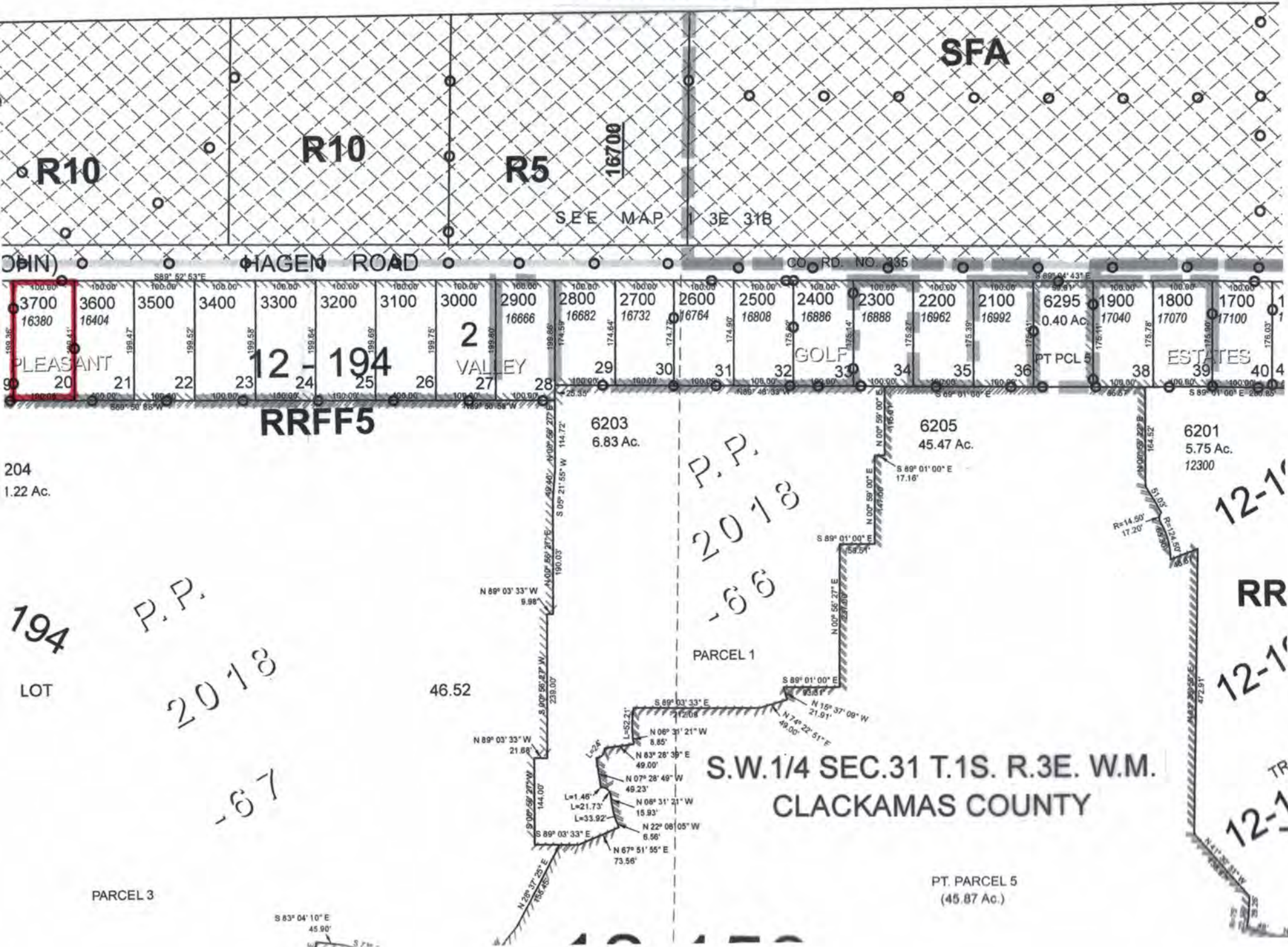
Based on the Findings, the Board determined:

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 5 & 10 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 original public facility plan for this area does call for sewer service by the 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 (Clackamas County Comprehensive Plan and the Happy Valley Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services are available.
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 District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 9. 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.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

Legal Description

Lot 20, Block 2, PLEASANT VALLEY GOLF ESTATES, in the County of Clackamas and
State of Oregon

EXHIBIT C



February 11, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Grant Agreement #168033 with the State of Oregon,
Acting by and through its Oregon Health Authority, for
Crisis Counseling Program Services

Purpose/Outcomes	This Agreement provides funding for Crisis Counseling Program Services in response to the COVID-19 pandemic
Dollar Amount and Fiscal Impact	Revenue contract with a maximum value of \$762,335.69
Funding Source	No County General Funds are involved. Federal Emergency Management Administration (FEMA) funds provided by State of Oregon, Oregon Health Authority.
Duration	Effective November 2, 2020 and terminates December 31, 2021
Previous Board Action	None
Counsel Review	Reviewed and approved by Counsel January 4, 2021
EOC Command Review	Reviewed and approved by EOC January 11, 2021
Procurement Review	Was this item reviewed by Procurement? No Procurement review is not required for revenue agreement.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	10015

BACKGROUND:

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of Intergovernmental Grant Agreement #168033 with the State of Oregon, acting by and through its Oregon Health Authority for Crisis Counseling Program Services. Crisis Counseling Program, Regular Service Plan (CCP RSP) grant was awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA) to the State of Oregon. Clackamas County applied to receive a portion of the grant award. Approval to apply for the grant funds was provided by the County Administrator on June 3, 2020.

The purpose of CCP RSP Services is to provide community outreach, non-clinical crisis counseling, resource networking, and referral services to individuals and families impacted by the COVID-19 pandemic. The goal is to engage at-risk community members who have been impacted, both emotionally and psychologically, by COVID-19 and provide short term caring

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

Clackamas.us/h3s

contacts, supports, resources and referrals. BHD plans to expand the current Go Team model and provide additional training for Go Team members, and will collaborate with a peer-run organization to conduct engagement and outreach activities.

This Agreement is effective November 1, 2020 and terminates December 31, 2021, with a maximum value of \$762,335.69.

RECOMMENDATION:

Staff recommends Board approval of this Grant Agreement and authorization for Richard Swift, H3S Director, to sign the Agreement and Document Return Statement on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jody Alcock, H3S Deputy / For". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing & Human Services Department

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	10015	Division:	BH
Board Order #:		Contact:	Russell, Angela
		Program Contact:	Rumbaugh, Mary
		<input type="checkbox"/> Subrecipient	
		<input checked="" type="checkbox"/> Revenue	
		<input type="checkbox"/> Amend #	\$
		<input type="checkbox"/> Procurement Verified	
		<input type="checkbox"/> Aggregate Total Verified	

Non BCC Item **BCC Agenda** **Date:** Thursday, January 28, 2021

CONTRACT WITH: State of Oregon, OHA

CONTRACT AMOUNT: \$762,335.69

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 type="checkbox"/> Full Fiscal Year	-	<input type="checkbox"/> 4 or 5 Year	-
<input type="checkbox"/> Upon Signature	-	<input type="checkbox"/> Biennium	-
<input type="checkbox"/> Other	-	<input checked="" type="checkbox"/> Retroactive Request?	11/2/2020 - 12/31/2021

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: Rastetter, Kathleen Date Approved: Monday, January 4, 2021
OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____
Date: _____

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

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Behavioral Health

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: State of Oregon, OHA

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 1/28/2021

PURPOSE OF

CONTRACT/AGREEMENT: Crisis Counseling Program, Regular Service Plan (CCP RSP) grant awarded by Substance Abuse and Mental Health Services Administration (SAMHSA). The purpose of CCP RSP Services is to provide community outreach, non-clinical crisis counseling, resource networking, and referral services to individuals and families impacted by the COVID-19.

H3S CONTRACT NUMBER: 10015



Grant Agreement Number 168033

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Clackamas County
2051 Kaen Road
Oregon City, Oregon 97045
Attention: Mary Rumbaugh
Telephone: 503-655-8459
E-mail address: MaryRum@co.clackamas.or.us**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to OHA's

**Health Systems
Intensive Services, Housing and Social Determinants of Health
500 Summer Street NE E86
Salem, Oregon 97301-1118
Agreement Administrator: Brenda Dennis or delegate
Telephone: 503-753-4335
E-mail address: BRENDA.L.DENNIS@dhsaha.state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice, whichever date is later. Recipients' performance of the program described in Exhibit A, Part 1, "Program Description" may start **November 2, 2020**, shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, "Payment and Financial Reporting". Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2021**. Agreement termination shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Insurance Requirements
- (5) Exhibit D: Federal Terms and Conditions
- (6) Attachment #1 Award Letter
- (7) Attachment #2 Budget Narrative

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, and C.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$762,335.69**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

Recipient is a subrecipient Recipient is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.982**

5. Recipient Data and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Clackamas County

Street address: 2051 Kaen Road, Suite 154

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

Email address: MaryRum@clackamas.us and BHContracts@clackamas.us

Telephone: (503) 742-5335 Facsimile: (503) 742-5312

Proof of Insurance: Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self-insured

Policy #: N/A Expiration Date: Ongoing

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against

the Recipient;

- (3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

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

6. Signatures. This Agreement and any subsequent amendments may be executed in several 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 the Agreement and any amendments so executed shall constitute an original.

Clackamas County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via e-mail by Steven Marlowe, Assistant Attorney General on December 26, 2020; email in agreement file.

Department of Justice

Date

Program Approval

Approved by Mary Mitchell via email on December 14, 2020: email in agreement file.

EXHIBIT A

Part 1 Program Description

1. Background.

Crisis Counseling Program, Regular Service Plan

Crisis Counseling Program, Regular Service Plan “CCP RSP” grants are awarded by Substance Abuse and Mental Health Services Administration “SAMHSA” following certain presidentially declared disasters to provide funds for the continuation of specific crisis counseling services for a 9-month period.

2. Purpose.

The purpose of this Agreement is to establish parameters for the distribution of awarded funds and to ensure compliance with grant requirements and guidelines. HSD is responsible to monitor and report on the implementation of grant activities and to facilitate the dispersal of grant funds.

The purpose of CCP RSP services is to provide community outreach, non-clinical crisis counseling, resource networking, and referral services to individuals and families impacted by the disaster or emergency event.

3. Goals and Objectives.

The Goals and Objectives of the funding provided through this Agreement are to:

- a. Purchase supplies necessary to conduct outreach services as defined by the approved FEMA Grant Application;
- b. Assure all outreach staff are trained in approved SAMHSA “Core Content” or “Just in Time Training,” and approved data collection training;
- c. Engage with victims of the disaster to provide non-clinical outreach and referral services. Specifically, the target group specified in the FEMA Grant Application;
- d. Collect and report contact data, as required by FEMA Guidelines, <https://www.samhsa.gov/dtac/ccp-toolkit/ccp-data-forms-trainings>, from the individuals contacted who are identified as among the target group; and
- e. Report Grant activities to OHA as required in the CCP requirements toolkit, found at <https://www.samhsa.gov/dtac/ccp>.

4. **Attachments.**

- a. **Award Letter** refers to the FEMA/SAMHSA Application, Approval, and Initial Award notification.
- b. **Budget Narrative** refers to the FEMA/SAMHSA approved Budget Narrative.

5. **Overview of Tasks.**

In order of their occurrence, Recipient agrees to:

- a. Hire staff necessary to provide non-clinical CCP RSP services and to maintain staffing appropriate to continue the services until conclusion of the grant program;
- b. Provide agency training and supervision of CCP RSP staff, and to ensure that all CCP RSP staff attend training as required by FEMA/SAMHSA and OHA HSD.
- c. Ensure data collection and reporting by CCP RSP staff is complete, accurate and reported timely;
- d. Direct CCP program activities in accordance with SAMHSA's CCP toolkit found at <https://www.samhsa.gov/dtac/ccp-toolkit> and;
- e. Provide narrative and financial reporting to HSD as requested.

6. **Overview of Deliverables.**

a. **Crisis Counseling Outreach Services**

- (1) Recipient agrees to hire, train, and oversee staff to provide non-clinical outreach services as identified in SAMHSA's CCP toolkit found at <https://www.samhsa.gov/dtac/ccp-toolkit>.
- (2) Outreach services should include provision of individual and group face-to-face services to survivors whenever possible.
- (3) Outreach services also include but are not limited to, use of telephone, mail, email, distribution of flyers, use of media (print, broadcast, social media), informational posters.

b. **CCP Staff Training**

- (1) Recipient agrees to ensure all staff attend trainings as required by FEMA and SAMHSA.
 - (a) These trainings include Core Content Training, Transition to RSP, RSP Mid-program Training, Disaster Anniversary Training and RSP Phasedown Training.
 - (b) Trainings will be arranged by HSD and are provided at no cost to Recipient.

- (c) Trainings will be held in-person whenever possible, however may also be provided virtually if it is unsafe to provide in-person training.
- (2) Other online CCP trainings are available at <https://www.samhsa.gov/dtac/ccp-toolkit/train-your-ccp-staff> and include the CCP Management Course, training on data collection and use of CCP data forms, videos of example CCP activities, and Just-In-Time training. Trainings listed in this paragraph are not required, however are strongly recommended.
- (3) Recipient agrees to document attendance at required trainings for all CCP staff and provide records as part of regular program reporting as well as at any time requested by HSD. Recipient shall also document relevant non-required training and include those records as part of regular program reporting.

7. Financial Documentation and Reporting.

Recipient agrees to maintain accurate records of all CCP program expenditures and to provide documentation as requested by HSD on the SAMHSA Template for CCP Quarterly and Final reporting found at <https://www.samhsa.gov/dtac/ccp-toolkit/ccp-reporting>. Narrative discussion of budget expenditures is also required as part of Quarterly and Final reporting.

8. Data Collection.

Recipient agrees to perform data collection using SAMHSA provided forms and by entering data from forms into the ODCES database for all CCP activities. Forms for data collection can be found at <https://www.samhsa.gov/dtac/ccp-toolkit/ccp-reporting>.

9. Reporting of RSP Activities.

Recipient agrees to report RSP activities as requested by OHA and in a manner specified by OHA, at least quarterly and at the end of the performance period, as stated in <https://www.samhsa.gov/dtac/ccp-toolkit/ccp-reporting>. Recipient agrees to provide narrative summary including work performed, barriers, successes, financial expenditures, and lessons learned in a format specified with OHA, in accordance with FEMA/SAMHSA requirements.

10. Target Services to be Provided.

In fulfillment of Recipient's obligations under this Agreement, Recipient agrees to provide outreach services as identified in <https://www.samhsa.gov/dtac/ccp>.

11. Reporting Requirements.

- a.** Recipient agrees to prepare and submit to OHA via email, Quarterly and Final project-status updates “Reports” as described in <https://www.samhsa.gov/dtac/ccp-toolkit/ccp-reporting> to: a) the Agreement Administrator specified on page 1 of this Agreement, as well as, b) the OHA reporting email box at amlcontract.administrator@dhsoha.state.or.us in a format prescribed by OHA.
- b.** Recipient agrees to revise and resubmit Reports to OHA’s satisfaction. Recipient’s Report is not final until approved in writing by OHA.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions.

- a. Recipient shall submit invoices for reimbursement to the Agreement Administrator at amhcontract.administrator@dhsoha.state.or.us.
- b. Recipient's claims to OHA for overdue payments on invoices are subject to ORS 293.462.
- c. Recipient agrees to prepare and submit invoices in a format approved by OHA, not more than once each quarter as defined in the chart below, throughout the term of the Agreement.

Quarter	Due Date
Execution – December 31, 2020	February 14
January 1 – March 31, 2021	May 14
April 1 – June 30, 2021	August 14
July 1 – September 30, 2021	November 14
October 1 – December 31, 2021	February 14

- d. OHA will pay Recipient within 45 days of receipt and approval of invoice and all required reports, data, and documentation related to purchases. Payments will in no case exceed the NTE total identified in Section 3. "Consideration" of this Agreement.
- e. Recipient agrees to track expenditures during each calendar quarter and provide an accounting of these expenditures to OHA in conjunction with quarterly invoices. Subsequent payments may be adjusted accordingly by either reducing or increasing quarterly payment amounts to ensure ongoing alignment between expenditures and payments.
- f. OHA is not obligated to provide payment for any invoice received more than 60 calendar days after the date of the expiration or termination of this Agreement, whichever date is earlier.

2. Travel and Other Expenses.

OHA will not reimburse Recipient separately for any travel or additional expenses under this Agreement.

EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.

3. Independent Parties.

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

4. Grant Funds; Payments.

- a.** Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
- b.** Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment.

Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to OHA on a OHA-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement “Unexpended Funds” must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA’s written demand and no later than 15 days after OHA’s written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the earlier of termination or expiration of this Agreement. OHA, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.

6. Ownership of Work Product. Reserved.

7. Contribution.

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

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

considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

This Section shall survive expiration or termination of this Agreement.

8. Indemnification by Subcontractors.

Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. Default; Remedies; Termination.

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by OHA to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;

- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "OHA Client", including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to OHA, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by OHA, OHA expressly directs otherwise.

10. Insurance.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. OHA's consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries.

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. Severability.

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

18. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the

foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. Headings.

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

20. Amendments; Waiver; Consent.

OHA may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

21. Merger Clause.

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.

22. Limitation of Liabilities.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

PROFESSIONAL LIABILITY:

Required Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. 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. **Miscellaneous Federal Provisions.**

Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. 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. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

2. **Equal Employment Opportunity.**

If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. **Clean Air, Clean Water, EPA Regulations.**

If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of

facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. Energy Efficiency.

Recipient shall comply and require all subcontractors to 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).

5. Truth in Lobbying. By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. 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 Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient 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 and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. 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.
- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or

video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery.

Recipient shall comply and require all subcontractors to 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.

7. Audits.

- a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at

2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance Access".

8. Debarment and Suspension.

Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Pro-Children Act.

Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

10. Medicaid Services. Reserved

11. Agency-based Voter Registration.

If applicable, Recipient 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.

12. Disclosure. Reserved

13. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

- (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
14. **Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.
15. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available at:
<http://www.oregon.gov/oha/amh/Pages/federal-reporting.aspx>.

Attachment 1



Substance Abuse and Mental Health
Services Administration

5600 Fishers Lane • Rockville, MD 20857
www.samhsa.gov • 1-877-SAMHSA-7 (1-877-726-4727)



October 26, 2020

Samuel Dickson
Oregon Health Authority, Health System Division
500 Summer Street, Northeast
E86
Salem OR 97301

RE: FEMA-4499-DR-OR Regular Services Program Notice of Award
SAMHSA Grant Number# *1H07SM083894-01*

Dear Mr. Dickson:

As the Center for Mental Health Services (CMHS) Project Officer responsible for the State of Oregon, I am enclosing a copy of the official Notice of Award (NOA) to provide statewide (all counties) Crisis Counseling services to COVID-19 disaster survivors.

CMHS has consulted with FEMA headquarters and regional staff members Cindy Poe, Nicolas Granum and Robert Ward during the grant review process.

The State of Oregon's RSP application requested a total amount of \$10,344,256. The State has been awarded by the Federal Emergency Management Agency (FEMA) and the Substance Abuse Mental Health Services Administration (SAMHSA) \$10,344,256. The start date for the RSP is November 2, 2020 with a performance period end date of August 1, 2021. The original NOA will be mailed to you by the SAMHSA Division of Grants Management.

Grant award is contingent upon the State of Oregon meeting the following conditions and agreement within 7 calendar days of approval or receipt of this award.

Reporting Requirements

The reporting requirements for this grant are as follows:

<u>Report</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter Program/Fiscal/Data	11/02/20 to 01/31/21	03/02//21
Second Quarter Program/Fiscal/Data	01/31/21 to 05/01/21	05/31/21

Behavioral Health is Essential to Health • Prevention Works • Treatment is Effective • People Recover

Two quarterly reports, including documentation of financial expenditures must be sent to me with copies to FEMA Headquarters and FEMA Region. Quarterly reports are due 30 calendar days after the end of each 3-month reporting period. The quarterly report must include an interim budget expenditure report showing (1) an approved budget, (2) costs incurred and obligated expenditures, (3) approved budget modifications, and (4) an unspent balance for each service provider. The report should be consistent with the cost categories and budget line items listed in the approved budget. If only a portion of awarded funding was disbursed at the start of the RSP, a letter of request for the second allotment of funds may be submitted with the RSP First Quarterly Report.

Documentation of financial expenditures and service delivery is part of the Quarterly Report. Final fiscal documentation includes submission of the Federal Financial Report (FFR/SF-425). The Quarterly and Final Report Format, Template for Quarterly Financial Reporting, Template for Budget Adjustment Request, and Data Collection Tools will be sent by SAMHSA DTAC via links to the online data collection training then a conference call will be set up with the state program staff and any other required provider staff to review the data forms and provide the necessary hands on demonstration and training by SAMHSA DTAC. The templates can also be downloaded at <http://www.samhsa.gov/dtac/ccp-toolkit>.

This grant is to be used for the purpose of funding the Crisis Counseling Assistance and Training Program under Section 416 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended). All financial records, supporting documents, statistical records, and other records pertinent to this funding, are to be retained by the grantee for a period of three (3) years, starting from the date of submission of Federal Financial Report (FFR/SF-425). This documentation must be made accessible to duly authorized representatives of the U.S. Comptroller General for the purpose of making audits.

Correspondence Instructions

Please send electronic copies of reports to:

Julie S. Liu
Public Health Advisor
E-Mail: Julie.liu@samhsa.hhs.gov

Eileen Bermudez
Grants Management Specialist
eileen.bermudez@samhsa.hhs.gov
(240) 276-1412

Robert Ward
Community Services Branch
Federal Emergency Management Agency
U.S. Department of Homeland Security
robert.ward@fema.dhs.gov

SAMHSA

Substance Abuse and Mental Health
Services Administration

5600 Fishers Lane • Rockville, MD 20857
www.samhsa.gov • 1-877-SAMHSA-7 (1-877-726-4727)



Program Monitoring

During the interim, it is important that we maintain close coordination to facilitate technical assistance needs and project monitoring responsibilities. Conference calls will be scheduled at a minimum of twice a month. The frequency of the calls will be determined by State's needs and the SAMHSA Project Officer. FEMA staff and SAMHSA DTAC staff may join us on the call. I will be contacting you to schedule the first conference call in the next few days.

I look forward to working with you on this project. Throughout the life of this grant, any questions or concerns related to program requirements should be directed to me at (240) 276-2424. Eileen Bermudez may be contacted regarding financial and grants management issues at (240) 276-1412.

Sincerely,

Julie S. Liu, M.A.
Program Project Officer
Substance Abuse and Mental Health Services
Administration (SAMHSA)
Emergency Mental Health and
Traumatic Stress Services Branch

CC: Robert Ward, FEMA HQ
Nicolas Gramun, FEMA Region X
Cindy Poe, FEMA Region X
Eileen Bermudez, SAMHSA DGM
CAPT. Maryann Robinson, SAMHSA EMHTSSB

File: FEMA-4499-DR-OR RSP

Enclosures: Notice of Award
FEMA-4499-DR-OR Terms and Conditions

Behavioral Health is Essential to Health • Prevention Works • Treatment is Effective • People Recover

**Standard Program Conditions of Award
Data Collection and Reporting
Collection and Reporting**

- Data on service delivery must be collected in accordance with the FEMA Crisis Counseling Assistance and Training Program data toolkit as approved by the U.S. Office of Management and Budget (OMB No. 0930-0270) with an expiration date of 07/31/2022. The State must use the Individual/Family Crisis Counseling Services Encounter Log, Group Encounter Log, Weekly Tally Sheet, Adult or Child/Youth Assessment and Referral Tools, and Service Provider and Participant Feedback Surveys.
- The State must identify an individual to serve as the lead contact for management of all data collection activities. All staff involved in outreach and service delivery must be specifically trained in the data collection requirements using the FEMA Crisis Counseling Assistance and Training Program data toolkit, and data must be entered via the mobile application and/or the CCP Online Data Collection and Evaluation System (<http://www.ccpdata.org>). For technical assistance regarding CCP data forms or data entry via the online system please contact the SAMHSA Disaster Technical Assistance Center (DTAC) at 1-800-308-3515 or DTAC@samhsa.hhs.gov.

Fiscal Accounting and Monitoring

- Expenditures by the grantee, contractors, and all other grant participants must be separate from non-grant State expenditures and consistent with the fiscal guidelines of the FEMA Crisis Counseling Assistance and Training Program.
- Expenditures must be documented in a format consistent with the budget line items and cost categories in the approved budget. A sample format, the *Template for Quarterly Financial Reporting*, is provided.
- Adjustments to the approved budget must be documented and completed in consultation with the SAMHSA Project Officer. A sample format, the *Template for Budget Adjustment Request*, will be provided.
- Expenditures by the grantee, contractors, and all other grant participants must be separate from non-grant State expenditures and consistent with the fiscal guidelines of the FEMA Crisis Counseling Assistance and Training Program.
- Within 45 days of grant award, the State must conduct a fiscal site visit to review procedures for documentation of expenditures at all service provider sites. This site visit must be conducted by personnel with financial expertise who can review fiscal documentation procedures in order to assure that service providers will be able to participate in project-specific audits if necessary.
- The State must incorporate the findings of the fiscal site visit, and if deficiencies are found, a plan of action, into the first quarterly report submitted to the SAMHSA Project Officer. If deficiencies in fiscal record-keeping are identified by the State, a plan of technical assistance must be arranged between the State and service provider to assure appropriate fiscal documentation procedures.

SAMHSA

Substance Abuse and Mental Health
Services Administration

5600 Fishers Lane • Rockville, MD 20857
www.samhsa.gov • 1-877-SAMHSA-7 (1-877-726-4727)



Training and Consultant Services

- **CMHS will recommend an appropriate trainer and/or consultant for the State's Crisis Counseling Program. Any selection and use of trainers and consultants made by the State must receive written prior approval by the CMHS Project Officer.**

Hotlines and Public Information Efforts

- **The grantee must include contact information and/or a hotline number for the Crisis Counseling Assistance and Training Program on the State's website as part of the overall communication plan.**

Attachment 2

RSP Narrative Budget Tool for the Local Provider

Name of State or Tribe Provider: Clackamas County Behavioral Health
 Geographic Area to be served: Clackamas County
 421,801

Population:

Budget Line Item Description					Total Funded Costs	Total In-kind Costs
Direct Costs						
Direct Personnel Costs	No. of FTE	Hours per Day	Rate	Days	Total Funded Costs	Total In-kind Costs
CCP Program Manager	1.00	8.00	\$45.67	189.00	\$69,053.04	
CCP Outreach Worker Leads	2.00	8.00	\$36.15	189.00	\$109,317.60	
CCP Fiscal Specialist	0.25	8.00	\$31.32	189.00	\$47,355.84	
CCP Administrative Assistant	0.25	8.00	\$24.17	189.00	\$36,545.04	
CCP Data Specialist	0.25	8.00	\$41.17	189.00	\$62,249.04	
CCP Outreach Worker	5.00	8.00	\$31.32	189.00	\$236,779.20	
Personnel Total: The total on this line should be reflected in line 6a. of the SF-424a.					\$561,299.76	\$0.00
Fringe					Total Funded Costs	Total In-kind Costs
FICA			7.65%		\$42,939.43	
TRIMET			0.75%		\$4,209.75	
HEALTH			22.60%		\$126,853.75	
<input checked="" type="checkbox"/> Check this box to confirm that this is the usual and customary rate for this organization.						
					31%	
Fringe Benefits Total: The total on this line should be reflected in line 6b. of the SF-424a.					\$174,002.93	\$0.00
Direct Travel Costs		Miles	Rate	Days	Total Funded Costs	Total In-kind Costs
Mileage per day for 7 staff (outreach and leads)		30,000	\$0.56		\$16,800.00	
3 teams x 50 miles a day = 150 miles a day						
150 miles a day x 5 days/week = 750 miles a week						
750 miles a week x 40 weeks = 30,000 miles						
<input checked="" type="checkbox"/> Check this box to confirm that these are the usual and customary rates for this organization.						
Travel Total: The total on this line should be reflected in line 6c. of the SF-424a.					\$16,800.00	\$0.00
Direct Equipment Costs			Unit Cost		Total Funded Costs	Total In-kind Costs
			\$0.00		\$0.00	\$0.00
Equipment Total: The total on this line should be reflected in line 6d. of the SF-424a.					\$0.00	\$0.00
Direct Supplies Costs			Unit Cost	No. of Units	Total Funded Costs	Total In-kind Costs

Supplies Total: The total on this line should be reflected in line 6e. of the SF-424a.				\$0.00	\$0.00	
Total Direct Charges: The total on this line should be reflected in line 6i. of the SF-424a.				\$752,102.69	\$0.00	
Contractual Costs						
Contractual Consultant/Trainer Costs						
Rates		Daily Rate	Days	Total Funded Costs	Total In-kind Costs	
				\$0.00	\$0.00	
Travel		Miles	Rate	Days	Total Funded Costs	Total In-kind Costs
						\$0.00
Subtotal Contractual Consultant/Trainer Costs				\$0.00	\$0.00	
Contractual Media/Public Information Costs						
				Total Funded Costs	Total In-kind Costs	
					\$0.00	
Subtotal Media/Public Information Costs					\$0.00	
Other Contractual Costs						
				Total Funded Costs	Total In-kind Costs	
Digital display ads (\$4.50 per 1000 impressions x 150,000 = \$675 per month)				\$6,075.00		
Existing Media presence (Facebook, Instagram, Twitter, Next Door, etc.)				\$0.00		
Facebook, Instagram, Twitter				\$4,158.00		
Subtotal Other Contractual Costs				\$10,233.00	\$0.00	
Total Contractual Charges: The total on this line should be added to the totals from all provider budgets and reflected in line 6f. of the SF-424a.				\$10,233.00	\$0.00	
TOTAL STATE OR TRIBE COSTS				\$762,335.69	\$0.00	

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 168033 _____, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.

Contractor's name

On _____
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

February 11, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the City of Canby and the
Community Development Division for ADA Ramp Improvements Project

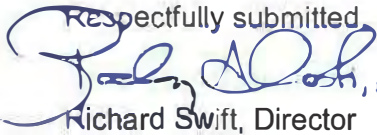
Purpose/ Outcome	The Community Development Block Grant (CDBG) will allow for construction of ADA ramps within the City of Canby.
Dollar Amount and Fiscal Impact	CDBG funds have been allocated in the amount of \$110,000 for this project. <u>The City of Canby will provide an estimated \$22,000 toward this project.</u> Total construction funds to be used for ADA Ramps will be \$132,000 dollars. No County General Funds are included in this Agreement
Funding Source	U.S. Department of Housing and Urban Development CDBG funds
Duration	Upon signature to June 30, 2021
Previous Board Action/ Review	Public Meeting: April 9, 2020 2020 Action Plan Projects, Final Approval: April 30, 2020
Strategic Plan Alignment	1. Building a strong infrastructure 2. Ensure safe, healthy and secure communities
Counsel Review	The Intergovernmental agreement was reviewed and approved by County Counsel 1. December 23, 2020 2. KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input type="checkbox"/> 2. Item is an IGA
Contact Person	Mark Sirois, Manager - Community Development: 503-351-7240
Contract No.	H3S 10025

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement for the purpose to improve crosswalks and public safety for the City of Canby in Clackamas County, OR. In 2019 the City of Canby applied for Community Development Block Grant (CDBG) funding to improve pedestrian access for streets owned by the City.

PROJECT OVERVIEW: The work to be performed will be to remove 32 existing curbs and sidewalk areas at selected intersections in Canby to install new concrete American's with Disabilities Act (ADA) Ramps for improved pedestrian safety to the public Right-Of-Way. This Agreement further provides roles for the City of Canby, the Community Development Project Coordinator, while working with the City's hired engineer for the project.

This project meets the requirements of the U.S. Department of Housing and Urban Development Office (HUD) requirements for a National Objective by using CDBG funds.

RECOMMENDATION: We recommend the approval of this Intergovernmental Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted

Jaehyul Park, HSS Deputy / for
Richard Swift, Director
Health, Housing Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10025

Division: CD

Subrecipient

Board Order #:

Contact: Kelly, Steve

Revenue

Program Contact:

Amend # \$

Sirois, Mark

Procurement Verified

Aggregate Total Verified

Non BCC Item

BCC Agenda

Date: Thursday, February 4, 2021

CONTRACT WITH: City of Canby / ADA Ramps Improvements Project

CONTRACT AMOUNT: \$110,000.00

TYPE OF CONTRACT

Agency Service Contract

Memo of Understanding/Agreement

Construction Agreement

Professional, Technical & Personal Services

Intergovernmental Agreement

Property/Rental/Lease

Interagency Services Agreement

One Off

DATE RANGE

Full Fiscal Year

4 or 5 Year

Upon Signature

Biennium

Other

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: Kathleen Rastetter

Date Approved: Wednesday, December 23, 2020

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:

Date:

Mark Sirois
1/19/2021

H3S Admin
Only

Date Received: _____

Date Signed: _____

Date Sent: _____

AGREEMENTS/CONTRACTS

X New Agreement/Contract
Amendment/Change Order Original Number _____

ORIGINATING COUNTY

**DEPARTMENT: Health, Housing Human Services
Community Development**

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: City of Canby / ADA Ramps Improvements Project

BOARD AGENDA ITEM

NUMBER/DATE:

DATE: 2/4/2021

PURPOSE OF

CONTRACT/AGREEMENT:

H3S CONTRACT NUMBER: 10025

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND THE CITY OF CANBY**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the City of Canby ("City"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The County, by and through its Community Development division, and City intend to engage in a project (the "Project") for the construction of up to 32 sidewalk crossing ramps to improve pedestrian safety and improve mobility for persons with disabilities. New sidewalk crossings will be in compliance with the Americans with Disabilities (ADA) standards. The project area boundaries are within the City of Canby, Oregon, Clackamas County. The ADA ramps are in various neighborhoods, divided by U.S. Highway 99E.

The work to be performed as part of the Project includes the following: demolition work within the Right-Of-Way, removal of existing old curb and sidewalk, and installing new concrete by hired General Contractor at designated 32 proposed ADA Ramp locations, asphalt patching as required by City Public Works Supervisor and hired City Engineering Consultant.

The County will provide partial funding for the Project, and will be responsible for bidding, negotiating, and managing any public contracts with third parties necessary to complete the Project. City will be responsible for matching a certain percentage of the total Project cost, as detailed in this Agreement, and will coordinate with County and any third party the County contracts with to complete the Project. The Project is named the City of Canby ADA Ramps Improvements Project.

The Project meets the U.S. Department of Housing and Urban Development Office ("HUD") requirements for a National Objective, by using federal Community Development Block Grant ("CDBG") funds for removal of architectural barriers in the City of Canby. Of the 32 proposed ADA ramps twenty-five (25 each) (78%) ADA ramp replacements are scheduled in low-to-moderate income benefit areas, and seven (7 each) (22%) are not in low-moderate income areas.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2021, whichever is sooner.
2. **Scope of Work.** The parties agree to perform the services and other tasks identified in the Scope of Work attached hereto as Exhibit A.

3. **Consideration.** The County agrees to provide U.S. Department of Housing Urban Development (“HUD”), Community Development Block Grant (“CDBG”) funds toward the Project at the sum not to exceed One Hundred Ten Thousand Dollars (\$110,000.00) (“CDBG Funds”) for accomplishing the Work required by this Agreement. The CDBG funds allocated for the Project will be paid directly to any contractor hired by County to perform the Work (“Contractor”) upon full execution of a construction contract. Subject to appropriation by the Board of Commissioners of Clackamas County, the City agrees to pay all expenses in excess of the CDBG Funds including any change orders or other additional expenses related to the construction contract, once the Contractor is hired.

The County will not pay for 100% of a Construction Project using CDBG funds. The County has adopted the strategy of requiring Agencies (public and private) to provide a minimum 20% Match Contributions for a Construction Project. This financially supports the full funding of proposed Construction Projects. Match Contributions become part of the Project, subject to the County’s review and approval. The City may submit Match Expenditures as part of their 20% contribution toward the Project’s costs. Match Expenditures may include the following: assigned City staff time (hourly rate and benefits), materials, purchased products and equipment owned or rented by the Agency.

The parties anticipate that the total costs of completing the Project will not exceed the sum of \$132,000 dollars. If, following receipt of construction bid proposals as part of the County’s public bid process for construction or during performance of the construction contract, either party determines the Project cannot be completed with available funds, the County and City agree to negotiate, in good faith, a possible modification of the Project or this Agreement to accommodate funding limitations. If the parties are unable to reach an agreement as to a modified Project or amendment to the Agreement, this Agreement shall terminate, the parties shall bear their own costs incurred as of the date of termination, and the parties shall have no further obligations regarding this Agreement.

4. **Payment.** The Contractor will submit monthly invoices jointly to the City and County for work performed to complete the Project and shall include the total amount billed to date prior to the current invoice. 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. Payments shall be made to the Contractor directly following the County’s review and approval of invoices submitted. County shall make payment(s) to the Contractor in the time and manner set forth in the construction contract with Contractor. The County CDBG funds will be used first to pay the Contractor. The City funds will be used second to pay the Contractor. Once the County has expended all of the CDBG funds allocated for the Project, the City will pay the County the balance of budgeted funds for the Project, as a reimbursement for funds above the CDBG funds. The County will invoice the City for the balance of the Construction Project funds within 30 days of the completed Work. The County will reconcile all Construction Project funds through the completion of the Work. The County will not pay, any amount in excess of the maximum compensation amount above the Construction Contract Amount.

5. **Representations and Warranties.**

- A. **City Representations and Warranties:** City represents and warrants to County that City has the power and authority to enter into and perform this Agreement, and this

Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.

- B. County Representations and Warranties: County represents and warrants to City that it has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the City may terminate this Agreement for convenience upon thirty (30) days written notice to the other party. The County and City will work together to avoid terminating the Agreement to construct the Project, by bidding the Project, receiving and reviewing the bid amounts. If the County receives bids that are above the allocated budgeted funds, the County and City will jointly decide to not move forward with the Construction Project. The County will send out notice to Contractors that bids are all above the budgeted funds and the Project will be canceled.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either Party may terminate this Agreement in the event that Party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Steve Kelly or their designee will act as liaison for the County.

Contact Information:

Clackamas County Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

- Jerry Nelzen or Ryan Potter or their designee will act as liaison for the City.

Contact Information:

City of Canby
PO Box 930
Canby, OR 97013

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in persona jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** City shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. City shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, City shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and/ or copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and

effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, 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 Agreement.
- K. **Subcontract and Assignment.** City shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve City of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

- M. **Survival.** All provisions in sections 7 and 10(A), (C), (H), and (J) shall survive the termination of this Agreement, and all other rights and obligations which by their context are intended to survive.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, both parties shall 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 their obligations under this Agreement.
- Q. **Confidentiality.** City acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by City or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). City agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

City of Canby

City of Canby
PO Box 930
Canby, Oregon 97013



Scott Archer, City Administrator

1/7/2021

Date

Clackamas County

Chair, Tootie Smith
Commissioner, Sonya Fischer
Commissioner, Paul Savas
Commissioner, Martha Schrader
Commissioner, Mark Shull

Richard Swift, Director
Health, Housing & Human Services
Department

Date

County Counsel



Approved to Form

12/23/2020

Date

Exhibit A

SCOPE OF WORK

City Responsibilities:

- A. Under this Agreement, the responsibilities of the City shall be as follows:
1. The City shall provide all necessary supervisory and administrative support to assist the County with the completion of the Project, including providing all necessary authorizations and approvals, consistent with applicable law, for use of the Property as may be necessary to complete the Project.
 2. The City shall obtain any easements or approvals necessary to allow access onto private property through the course of the Project. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA"). If assistance is needed for URA guidance, the County has a Right-Of-Way Acquisition Specialist.
 4. The City shall provide primary authority for the rehabilitation of the Project. This shall include; providing all material specifications to bid the Project, as well as review and approval of the County's Project manual prior to release to the public to obtain bids.
 5. The City shall provide oversight for the construction in partnership with the County for the Project. Such services shall be provided at no cost to the County provided, however, that nothing herein shall be construed as creating a contractual relationship between the City and Contractor. The City shall solely be a third party beneficiary under any contract between County and Contractor.
 6. The City shall require a permit for all bid items for the Project, prior to the Contractor starting any work on the property.
 7. The City shall review and approve all Contractor invoice(s) for the Project, prior to the County's review and approval for payment to the Contractor, through the County Finance Department.
 8. The City shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the City as provided by CDBG requirements.
 9. The City shall complete and submit a Matching Funds Report following completion of the Project, attached as Exhibit B-1 and incorporated by reference.

10. The City shall comply with the requires following completion of the Project, Change of Use, Excerpt from 24 CFR 570.505, use of real property, attached as Exhibit B-2 and incorporated by reference.
11. Upon completion of the Project, the City agrees to maintain ownership of the property for the life of the Project.

County Responsibilities:

B. Under this Agreement, the responsibilities of the County will be as follows:

1. Consistent with applicable state and local public contracting statutes and rules, the County will bid and contract for construction of the Project and, with the advice of the Agency, will approve changes, modifications, or amendments as necessary to serve the public interest.
2. The County shall include the City as a third party beneficiary under the construction contract with Contractor for construction of the Project.
3. The County will assign a Project Coordinator to perform the following duties:
 - a. Provide Project Manual with City and County Documents and Bid the Project;
 - b. Write and send the Intent to Award Notices for the Project to all bidders;
 - c. Hire the lowest responsive/ responsible Contractor and prepare documents for the Board of County Commissioners approval;
 - d. Issue the Notice to Proceed to Contractor and hold a Pre-Construction Meeting with applicable members;
 - e. Process Pay Request using CDBG funds and City funds;
 - f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon, U.S. Department of Housing and Urban Development ("HUD") Federal Labor Standards Provisions as well as review submitted Payroll Forms for the Project;
 - g. Collect all HUD required Project Close-Out Documents; and
 - h. Release Retainage to Contractor will occur only after the County and the City approve and sign-off on Project after the scope of work has been completed.
4. The County agrees to provide and administer available Federal Community Development Block Grant ("CDBG") funds (CFDA 14.218) granted by HUD to finance the Project.

5. The County shall conduct necessary environmental reviews described in 24 CFR 570.604 of the CDBG regulations for compliance with requirements of the CDBG program prior to the start of construction.
 6. The County shall provide reasonable and necessary staff for administration of the Project.
- C. The County and City agree to jointly review and approve all design, material selection, and contract documents for the Project.

Exhibit B-1

CDBG PROJECT MATCHING FUNDS REPORT

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the City of Canby ADA Ramps Improvements Project (ramps in various locations):

FY 2020-21 CDBG Funds	\$110,000 (max.)
-----------------------	------------------

SOURCES OF LOCAL MATCH:

Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____

Private (including recipient) Funding

Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$10/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other	\$ _____

Prepared By: (Print name)

Signature

Date

Exhibit B-2

CHANGE OF USE

Excerpt from 24 CFR Part 570

570.505 Use of real property.

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either;

(1) The new use of such property qualifies as meeting one of the national objectives in 570.208 (**formerly 570.901**) and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504(**b**) (**4**) or (**5**), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

February 11, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to accept a grant award with the Bureau of Justice Assistance (BJA) for Adult Drug Court and Veterans Treatment Court Discretionary Grant Program

Purpose/Outcomes	Funds to implement and enhance drug court services, to include coordination, management of drug court participants, and recovery support services
Dollar Amount and Fiscal Impact	The maximum agreement value is \$499,768; 25% nonfederal cash or in-kind match.
Funding Source	Bureau of Justice Assistance (BJA). No County General Funds are involved.
Duration	Effective October 1, 2020 and terminates on September 30, 2023
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	1. November 19, 2020 2. KR
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a grant award.
Contact Person	Deborah Cockrell, Health Centers Division Director – 503-742-5495
Contract No.	9960

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests permission to accept a grant award with Bureau of Justice Assistance (BJA). Grant funds will be used to enhance current Clackamas County Drug Court programs, primarily DUII court, by implementing supports and services to more effectively operationalize the NADCP-identified 10 best practice standards for drug courts. This funding would allow Health Centers to enhance its ability

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

Page 2 Staff Report
February 11, 2021
Agreement #9960

to divert individuals away from the criminal justice system and into treatment for substance abuse disorders.

This Agreement has a maximum value of \$499,768. It is effective October 1, 2020 and terminates on September 30, 2023.

RECOMMENDATION:

Staff recommends approval of this agreement.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift", with the text "ASS Deputy / for" written below it.

Richard Swift, Director
Health, Housing and Human Services

COUNTY COUNSEL DOCUMENT REVIEW TRANSMITTAL FORM

DATE: Wednesday November 18, 2020

TO: COUNTY COUNSEL ATTORNEY: Kathleen Rastetter or available County Attorney

FROM: Rebecca Howard Contract Administration

EXTENSION: 971-940-8208

DEPARTMENT/DIVISION: **Health, Housing and Human Services Department**

BILL TO (*Department/Division to be billed*): Health Centers

Contract # **9960**

TYPE OF DOCUMENT: *Grant award*

CONTRACTOR NAME: Bureau of Justice Assistance

REQUESTED RETURN DATE:

Thank You!

APPROVED AS TO FORM:

County Counsel: *Kathleen J. Rastetter* **Date:** 11/18/2020

Counsel Comments: This needs to be run past Matt in finance, who manages federal grants. Also, note that SAM registration is required (see p. 5 of the grant, p.7 of the document.) Finally, at page 10 it requires a report of a breach or imminent breach of PII to OJP within 24 hours-a fast turnaround so the drug court program should make note of this.

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9960	Division: HC	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Howard, Rebecca	<input checked="" type="checkbox"/> Revenue
	Program Contact: Rees, Jennifer	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, February 4, 2021

CONTRACT WITH: Department of Justice - Bureau of Justice Assistance

CONTRACT AMOUNT: \$499,768.00

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 _____ - _____	<input checked="" type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 10/1/2020 - 9/30/2023

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: Rastetter, Kathleen Date Approved: Thursday, November 19, 2020

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

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

AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Health Centers

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Department of Justice - Bureau of Justice Assistance

BOARD AGENDA ITEM

NUMBER/DATE:

DATE: 2/4/2021

PURPOSE OF

CONTRACT/AGREEMENT:

H3S CONTRACT NUMBER: 9960



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

Chairman Jim Bernard
County of Clackamas
2051 Kaen Rd.
Oregon City, OR 97045-1819

Dear Chairman Bernard:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by County of Clackamas for an award under the OJP funding opportunity entitled "Adult Drug Court and Veterans Treatment Courts: Adult Drug Courts." The approved award amount is \$499,768. These funds are for the project entitled Clackamas County Drug Court Programs.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should County of Clackamas accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Nicko Taylor, Program Manager at (202) 598-5525; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is written over a light blue horizontal line.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

Chairman Jim Bernard
County of Clackamas
2051 Kaen Rd.
Oregon City, OR 97045-1819

Dear Chairman Bernard:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Clackamas 2051 Kaen Rd. Oregon City, OR 97045-1819		4. AWARD NUMBER: 2020-DC-BX-0086	
2a. GRANTEE IRS/VENDOR NO. 936002286		5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023	
2b. GRANTEE DUNS NO. 096992656		6. AWARD DATE	7. ACTION Initial
3. PROJECT TITLE Clackamas County Drug Court Programs		8. SUPPLEMENT NUMBER 00	9. PREVIOUS AWARD AMOUNT \$ 0
		10. AMOUNT OF THIS AWARD \$ 499,768	11. TOTAL AWARD \$ 499,768
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - Drug Courts) 34 USC 10611; Pub. L. No. 116-93, 133 Stat 2317, 2409			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.585 - Drug Court Discretionary Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jim Bernard Commission Chair	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B DC 80 00 00 499768		21. VDCUGT2708	



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-DC-BX-0086

AWARD DATE

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-DC-BX-0086

AWARD DATE

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-DC-BX-0086 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



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32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
33. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
34. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
35. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
36. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
37. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 16

PROJECT NUMBER 2020-DC-BX-0086

AWARD DATE

SPECIAL CONDITIONS

38. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

39. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

40. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.
41. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals's (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
42. The recipient agrees to submit to BJA, by the termination of the award period, an electronic copy of the final evaluation report. The final evaluation report must be submitted to BJA as a "Special Report," via the OJP Grants Management System Progress Reports Module.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-DC-BX-0086

AWARD DATE

SPECIAL CONDITIONS

43. The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a "violent offender" means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.
44. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
45. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
46. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for County of Clackamas

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2020-DC-BX-0086

PAGE 1 OF 1

This project is supported under FY20(BJA - Drug Courts) 34 USC 10611; Pub. L. No. 116-93, 133 Stat 2317, 2409

1. STAFF CONTACT (Name & telephone number)

Nicko Taylor
(202) 598-5525

2. PROJECT DIRECTOR (Name, address & telephone number)

Jennifer Stone
Accountant 2
2051 Kaen Rd
Oregon City, OR 97045
(503) 742-5967

3a. TITLE OF THE PROGRAM

Adult Drug Court and Veterans Treatment Courts: Adult Drug Courts

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Clackamas County Drug Court Programs

5. NAME & ADDRESS OF GRANTEE

County of Clackamas
2051 Kaen Rd.
Oregon City, OR 97045-1819

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2020 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2020 TO: 09/30/2023

9. AMOUNT OF AWARD

\$ 499,768

10. DATE OF AWARD

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Bureau of Justice Assistance (BJA) FY20 Adult Drug Court (ADC) and Veterans Treatment Court (VTC) Discretionary Grant Program provides financial and technical assistance to states, state courts, local courts, units of local government, and federally recognized Indian tribal governments to implement and enhance the operations of adult drug courts and veterans treatment courts. BJA's ADC/VTC Program supports efforts by state, local, and tribal courts to address the needs of individuals in the criminal justice system with substance abuse issues. The focus is to reduce opioid, stimulant, and substance abuse. BJA allows award recipients to implement or enhance the most appropriate drug court model to accommodate the needs and available resources of their jurisdictions, so long as the model conforms to the 10 key components and the evidence-based program principles in the nationally-recognized drug court standards.

The grant recipient has an operational adult drug court or is ready to fully implement a drug court. Funding will be used to launch a drug court; scale up the drug court program's capacity; provide access to or enhance treatment capacity or other critical support services; enhance court operations; expand or enhance court

services; or improve the quality and/or intensity of services based on needs assessments. CA/NCF

Financial Assistance 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:

H3S-Health Centers Malton

Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Adult Drug Court and Veterans Treatment Court Discretionary Grant Program

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Jennifer Rees

Requestor Contact Information:

JRees@clackamas.us

Department Fiscal Representative:

Jennifer Stone

Program Name or Number (please specify):

Adult Drug Court.08634

Brief Description of Project:

Grant funds will be used to enhance current Clackamas County drug court programs, primarily DUII court, by implementing supports and services to more effectively operationalize the NADCP-identified 10 best practice standards for drug courts.

Name of Funding Agency:

Bureau of Justice Assistance

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://bja.ojp.gov/funding/opportunities/bja-2020-17098>

OR

Application Packet Attached: Yes No

Completed By:

Jennifer Stone and Jennifer Rees

5.28.2020

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

16.585

Funding Agency Award Notification Date:

No Specified in FOA

Announcement Date:

February 24, 2020

Announcement/Opportunity #:

BJA-2020-17098

Grant Category/Title:

Adult Drug Court and Veterans Treatment Court Discretionary

Max Award Value:

\$600,000

Allows Indirect/Rate:

Yes; Approved Rate or de minimis (10%)

Match Requirement:

25% nonfederal cash or in-kind

Application Deadline:

June 1, 2020

Other Deadlines:

N/A

Award Start Date:

October 1, 2020

Other Deadline Description:

N/A

Award End Date:

September 30, 2023

Program Income Requirement:

N/A

Completed By:

Jennifer Stone

Pre-Application Meeting Schedule:

Held 5.28.2020 via Zoom

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

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

Enhance our ability to divert individuals away from the criminal justice system, and into treatment for substance abuse disorders.

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

It will take systems working together in order to accomplish this work, including Community Corrections, Clackamas County Court, Clackamas County Health Centers, and community providers.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Utilize evidenced-based practices and principles to enhance the provision of recovery support services to reduce recidivism, and prevent relapse, and/or overdoses. Objectives will be met by implementing these principles.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes, funding will assist with existing programs: Clackamas County Adult Drug Court and DUII programs

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Partnerships are already operational and collaborative between the court, community corrections, CHC, other community partners. Roles and responsibilities are identified in treatment court policies and procedures, program handbook, and MOU.

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

N/A

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

It would enhance CHC's involvement in the DUII program and allow us to become the primary treatment provider for this specialty court track. Services provided by existing CHC staff will be reimbursed by billing insurance.

Collaboration

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

Clackamas Health Centers, Clackamas County Court, Community Corrections

Reporting Requirements

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

Quarterly performance metrics through BJA's online Performance Measurement Tool (PMT)

2. How will performance be evaluated? 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?

Court database (SCMC system), outcomes measures (program phases & requirements to track client progress), and treatment goals (track through individualized services plans)

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

Submit quarterly financial reports, semi-annual progress reports, final financial and progress reports and, if applicable, an annual audit report.

Fiscal

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

We will be able to receive reimbursement for treatment services provided to clients

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

N/A

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

166,667; The match amount is an in-kind donation of personnel expenses for the mental health specialist that supports the program. The expenses for this staff person is paid for by Medicaid funds earned by providing services

4. Does this grant/financial assistance 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?

Yes the grant can cover indirect cost but for this grant HC would like to utilize as much of the funds as possible to deliver services and to meet the needs for the clients that the grant is focused on. HC also has its main HRSA330 grant which pays for a large portion of administrative staff

Program Approval:

Jennifer Rees, Program Supervisor 5/29/2020

Jennifer Rees Digitally signed by Jennifer Rees
Date: 2020.05.29 13:04:29 -07'00'

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATION REQUIREMENTS FROM THE FUNDING AGENCY, COUNTY OFFICE OR AGENCY WITH SIGNATURE****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Deborah Cockrell	5/29/2020	Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2020.05.29 14:20:51 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

DEPARTMENT DIRECTOR (or designee, if applicable)		
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

FINANCE GRANT MANAGER		
Toni Hessevick	6/1/2020	Toni J Hessevick <small>Digitally signed by Toni J Hessevick Date: 2020.06.01 13:16:31 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, 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"/>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

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.

February 11, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Continuation Grant for Oregon Department of
Transportation 5311 Rural Formula Funds for
Operations Funding for Mt Hood Express

Purpose/Outcomes	Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express bus service
Dollar Amount and Fiscal Impact	The maximum agreement is \$258,920. These funds will be used to pay for operations of the Mt Hood Express bus service. Match funds will be provided by Special Transportation Funds (state grant) the county and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	Federal Transit Administration 5311 Rural Transit Formula Funds
Duration	Effective July 1, 2021 and terminates on June 30, 2023
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
County Counsel	This is a Grant application. Not subject to County Counsel Review
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant application. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

Background

The Social Services Division of the Department of Health, Housing and Human Services requests approval to apply to Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

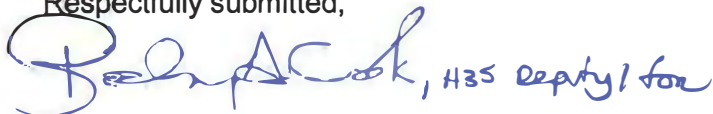
Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

Match is provided through Special Transportation Funds (state grant), county funds, and private contributions from businesses in the Mt Hood area.

Recommendation

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift, H3S Director; or his designee, be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift, H3S Deputy for". The signature is written in a cursive style with a large initial "R".

Richard Swift, Director
Health Housing & Human Services

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

Application for: Subrecipient funds Direct Grant
Lead Department: H3S/SSD Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY21-23 ODOT 5311 Rural Transit Formula Funds
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Kristina Babcock
Requestor Contact Information: kbabcock@clackamas.us
Department Fiscal Representative: Jennifer Snook
Program Name or Number (please specify): 5353
Brief Description of Project:

Continuation grant for Oregon Department of Transportation FTA 5311 Rural Formula Funds for the operations of the Mt Hood Express. These funds support the core MHX services. Match is provided by state funds and private contributions.

Name of Funding (Granting) Agency: ODOT

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

<https://www.oregon.gov/ODOT/RPTD/Pages/Funding-Opportunities.aspx>

OR

Application Packet Attached: Yes No

Completed By: Kristina Babcock Date: 01/11/2021

** 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 Other Funding Agency Award Notification Date: N/A
CFDA(s), if applicable: N/A
Announcement Date: 12/03/2020 Announcement/Opportunity #: N/A
Grant Category/Title: 5311 Formula Grants for Rural Areas Max Award Value: \$258,920
Allows Indirect/Rate: N/A Match Requirement: 43.92%
Application Deadline: 03/01/2021 Other Deadlines: _____
Grant Start Date: 07/01/2021 Other Deadline Description: _____
Grant End Date: 06/30/2023
Completed By: Kristina Babcock Program Income Requirement: None
Pre-Application Meeting Schedule: N/A

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 and/or Division's Mission/Purpose/Goals?

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

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

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

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

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

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

Reporting Requirements

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

2. How will grant performance be evaluated? 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?

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

Fiscal

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

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

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

4. 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?

Program Approval:

Teresa Christopherson

01/19/2021

Teresa D Christopherson

Name (Typed/Printed)

Date

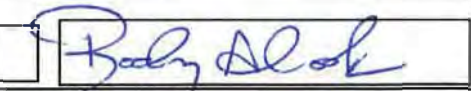
Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

**** ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN. ****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	1/19/2021	Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2021.01.19 10:25:01 -08'00'</small>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift	1/20/2021	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Matt Westbrook	1/19/21	Matt Westbrook <small>Digitally signed by Matt Westbrook Date: 2021.01.19 14:49:58 -05'00'</small>
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, 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
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

February 11, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Cooperative Improvement Agreement with the Oregon Department of
Transportation for the Clackamas Regional Center Mobility Improvement Project

Purpose/Outcome	This agreement memorializes roles and responsibilities as agreed to by all parties related to right of way acquisition, construction and maintenance for the Clackamas Regional Center mobility improvement project.
Dollar Amount and Fiscal Impact	The Agency will reimburse ODOT up to \$60,000 for costs associated with inspection and right of way services
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District.
Duration	This Agreement will be in effect for twenty (20) years.
Previous Board Action/Review	The Board approved the construction contract on December 5, 2019. This matter was discussed at Issues on January 19, 2021. The Board authorized signature for the Development Agency at the January 28 th Business meeting.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. <i>How does this item align with your department's Strategic Business Plan goals?</i> None 2. <i>How does this item align with the County's Performance Clackamas goals?</i> Build public trust through good government
Counsel Review	Reviewed and Approved by County Counsel on December 15, 2020 (NB)
Procurement Review	<ol style="list-style-type: none"> 1. <i>Was this item process through Procurement?</i> No 2. <i>If no, provide brief explanation:</i> Item is an IGA
Contact Person	Dave Queener, Development Agency Program Supervisor 503-742-4322

BACKGROUND:

Construction is underway on the Clackamas Regional Center mobility improvement project. Some portions of the project are within ODOT right of way, which requires inspection by their personnel. In addition, portions of the acquired right of way will need to be transferred to the State following completion of the project for maintenance responsibility. Lastly, portions of this

project will be located out of ODOT right of way and will need to be maintained by Clackamas County.

This three party agreement between the County, Development Agency and ODOT memorializes the roles and responsibilities of each party as it relates to right of way acquisition, construction and maintenance.

The Agreement will remain in effect for twenty (20) years and commits the Agency to reimburse ODOT up to \$60,000 for inspection and right of way service costs.

RECOMMENDATION:

Staff recommends the Board approve and authorize the Chair to sign the Cooperative Improvement Agreement on behalf of Clackamas County, with Oregon Department of Transportation for the Clackamas Regional Center mobility improvement project.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation and Development

**COOPERATIVE IMPROVEMENT AGREEMENT
Clackamas Regional Center Mobility Projects**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" Clackamas County, acting by and through its elected officials, hereinafter referred to as "County," and the Clackamas County Development Agency, the urban renewal Agency of Clackamas County, acting by and through its duly appointed board, hereinafter referred to as "Agency" all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. I-205 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Harmony Road, Sunnyside Road, Sunnybrook Blvd., SE Stevens Road, and SE 80th, SE 93rd, and SE 97th are a part of the county road system under the jurisdiction and control of Clackamas County.
2. Agency is the County's Urban Renewal Agency and is authorized under ORS 457.035 to enter into this Agreement and to perform work on behalf of the County.
3. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), 283.110, [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
4. By the authority granted in ORS [810.210](#), State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
5. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for their performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
6. Agency is building a suite of projects, together known as the Clackamas Regional Center Mobility Project. It encompasses approximately 30 transportation improvements across County and State facilities paid for by County funds. This Agreement lays out reimbursement for State's activities in reviewing, permitting, and

inspecting the Project improvements that impact State facilities and outlines future maintenance responsibilities for the new improvements on State right of way.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, the Parties agree to the Agency designing and constructing a suite of projects referred to as the Clackamas Regional Center Mobility Project, hereinafter referred to as "Project." The Project includes:

- Curbs and sidewalks along Harmony Road, Sunnyside Road, Sunnybrook Blvd., SE 84th Ave., and SE Stevens Road
- Bike lanes & Cycle tracks along SE Harmony Road and SE Sunnyside Road
- Traffic signal modifications at SE Sunnyside Road and I-205 Northbound Ramps, and SE Sunnyside Road and I-205 Southbound Ramps.
- Striping and signing
- Paving
- Street lighting
- Landscaping
- Retaining Walls
- Storm system improvements
- Stormwater quality and detention facilities
- Bridge widening at SE Sunnyside Road overpass over I-205
- Repair or replace ITS signs on the south face of the bridge overpass at SE Sunnyside Road
- Widening the off and on I-205 Northbound ramps at SE Sunnyside Road

The location of the Project is approximately as shown on the map marked Exhibit A. The Project excludes the areas shown on Exhibit A-2. Exhibits A and A-2 are attached hereto and by this reference made a part hereof.

2. The Project will be financed entirely by Agency at an estimated cost of \$23,800,000.

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

AGENCY AND COUNTY OBLIGATIONS

1. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$60,000, said amount being equal to the estimated total cost for the work performed by State as further described under State Obligations. Agency agrees to make additional deposits as needed upon request from State and mutually agreed to by both State and Agency.
2. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total mutually agreed State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Agency. Agency shall not be liable for costs exceeding \$60,000 without first receiving from State a request for additional deposit accompanied by an itemized statement of expenditures and an estimated cost to complete Project and receiving Agency's approval.
3. Agency or its consultant shall conduct the necessary field surveys, environmental studies, traffic investigations; arrange for relocation or reconstruction of any conflicting utility facilities; obtain all needed right of way; identify and obtain all required permits; and perform all preliminary engineering and design work required to produce plans, specifications, and cost estimates. Agency or its contractor shall construct the Project, perform all construction engineering, including all required materials testing and quality documentation, provide technical inspection, project management, and other necessary functions for contract administration for the construction contract entered into for the Project.
4. Agency shall design and construct the portions of the Project located on or along the Oregon State Highway System (state highway) in conformance with the current edition of the ODOT Highway Design Manual and the Oregon Standard Specifications for Construction Manual. Agency understands the Project shall be designed and constructed to State standards and approved by State prior to advertisement for bid, or construction of Project by Agency.
5. Agency agrees that for all projects on the Oregon State Highway System or State-owned facility, for portions of the Project located on or along the Oregon State Highway System (state highway), any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. Agency further agrees that for all projects on the NHS,

regardless of funding source, any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval.

6. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. Agency must obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

7. Americans with Disabilities Act Compliance

a. For portions of the Project located on or along the Oregon State Highway System (state highway), when the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, Agency shall:

- i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan, and current ODOT Curb Ramp Inspection form; and
- iii. At Project completion, send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required from the Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address: <https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
- iv. Promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

- v. Ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.

b. Local Roads: For portions of the Project located on roads or facilities under the County's jurisdiction that are not on or along a state highway:

- i. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed, and maintained in compliance with the ADA.

- ii. Agency may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- iii. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

- iv. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

- c. County shall ensure that any portions of the Project under the County's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, County ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by County identifying sidewalks, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. County, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - d. Maintenance obligations in this section shall survive termination of this Agreement.
8. Agency shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on County's right of way.
 9. Agency, or its consultant's, electrical inspectors shall possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on state highways. The State District 2B Permitting Office shall verify compliance with this requirement prior to construction.
 10. Agency shall provide to State permanent Mylar "as constructed" plans for work on state highways. If Agency redrafts the plans, done in Computer Aided Design and Drafting (CADD) or Microstation, to get the "as constructed" set, and they follow the most current version of the "Contract Plans Development Guide, Volume 1 Chapter 16" http://www.oregon.gov/State/HWY/ENGSERVICES/docs/dev_guide/vol_1/V1-16.pdf, Agency shall provide to State a Portable Document Format (PDF) file and a paper copy of the plan set.
 11. County shall be responsible for and pay to the power company 100 percent of the power costs for the Project illumination and traffic signals at the intersections of Sunnyside/I-205 Northbound Ramps, Sunnyside/I-205 Southbound Ramps. County shall require the power company to send invoices directly to County.

12. County shall keep accurate cost accounting of illumination and signal power costs and bill State annually for 50 percent of all power costs incurred for the Project illumination and traffic signals at Sunnyside/I-205 Northbound Ramps, Sunnyside/I-205 Southbound Ramps.
13. County shall continue to be responsible for the maintenance of all County facilities from curb to curb, and all Project improvements made on County right of way in the Project area. This includes any sign bridges in the Project area in County right of way. County shall grant State access to the sign bridge on Sunnyside Road west of the I-205 interchange in order to make updates to necessary highway signing. Any State work on the sign bridges to update signage will be at State's expense.
14. County shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in Harmony Road, Sunnyside Road, Sunnybrook Blvd., SE 80th Ave., SE 84th Ave., SE 93rd Ave., SE 97th Ave., and SE Stevens Road in such a manner as to provide adequate protection for said detector loops.
15. County shall upon receipt of a fully executed copy of this Agreement and upon receipt of billing from State annually reimburse State for 50 percent of all costs associated with the maintenance of the Project traffic signals at Sunnyside/I-205 Northbound Ramps, Sunnyside/I-205 Southbound Ramps.
16. County will be required to obtain the services of a registered professional engineer to oversee, accept, and document all construction procedures and certify proper construction was performed pursuant to the Project plan and permit. The registered professional engineer will be required to stamp the "As Constructed Plans" and ensure the Project meets State's required standards for the portions of the Project located on or along the Oregon State Highway System (state highway). Construction inspection for this Project will be completed by state-certified inspectors under the direction of the registered professional engineer overseeing the construction and paid for by County.
17. Agency has provided the Project preliminary and final plans and specifications to State's District 2B office for review and written concurrence, including review and concurrence from the Office of the State Traffic Engineer. All signal equipment must be inspected and tested by State's Traffic Systems Services Unit. Any changes to the final plans and specifications shall be provided to the State's District 2B office, which shall coordinate all such review and concurrence of revised plans. All review, inspection, and testing done by the State for the Project will be at Agency's expense.
18. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

19. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
20. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
21. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
22. Agency and County shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

23. Agency shall construct the Project in accordance with the requirements of ORS 276.071 including the public contracting laws within ORS Chapters 279A, 279B and 279C.
24. If Agency chooses to assign its contracting responsibilities to a consultant or contractor, Agency shall inform the consultant or contractor of the requirements of ORS 276.071, to ensure that the public contracting laws within ORS Chapters 279A, 279B and 279C are followed.
25. Agency and its contractor shall follow the Oregon Locate Laws (ORS 757 and OAR 952).
26. For the portions of the Project located on or along the Oregon State Highway System (state highway), Agency or its consultant shall acquire all necessary rights of way according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. Agency shall provide a letter from Agency's legal counsel certifying that any right of way acquired on State's facility that is to be relinquished to the State has been acquired in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. The letter shall be routed through the State Region 1 Right of Way Office.
27. Agency shall obtain a permit to "Occupy or Perform Operations upon a State Highway" from assigned State District 2B Project Manager as well as land use permits, building permits, and engineering design review approval from State. Agency agrees to comply with all provisions of said permit(s), and shall require its developers, contractors, subcontractors, or consultants performing such work to comply with such permit and review provisions.
28. Pursuant to the statutory requirements of ORS 279C.380 Agency shall require their contractor to submit a performance bond to Agency for an amount equal to or greater than the estimated cost of the Project.
29. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless State 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 activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with

coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 2,000,000 for each job site or location. Each annual aggregate limit will not be less than \$ 4,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
- e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
- f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

30. County grants Agency and State the right to enter onto County right of way for the performance of duties as set forth in this Agreement.

31. Agency is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the State Right of Way Monumentation Policy, and at Agency's own expense.

32. Agency is also responsible, at its own expense, for replacement of any additional State survey marks or other monumentation not recorded with a county that are damaged or removed during the course of the Project. In the event of such replacement, Agency shall contact State's Geometronics Unit for replacement procedures.

33. If additional right of way is acquired for state highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as defined in ORS 209.150 and 209.155. Agency agrees to provide such a survey, at its own expense, following ORS Chapter 209 stipulations, State Right of Way Monumentation Policy, and State's Geometronics Unit review and approval, and to file the legal survey with the appropriate Agency Surveyor's office as required.

34. Agency and County each certify and represent that the individual(s) signing this Agreement on its behalf has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind it.
35. County's right of way contact person for this Project is Sharan Hams-LaDuca, Right of Way Program Manager, Clackamas County DTD, 150 Beaver Creek Road, Oregon City, OR 97045, (503) 742-4675, shamsladuca@co.clackamas.or.us, or assigned designee upon individual's absence. County shall notify the other Parties in writing, of any contact information changes during the term of this Agreement.
36. Agency's Project Manager for this Project is David Queener, Program Supervisor, Clackamas County Development Agency, 150 Beaver Creek Road, Oregon City, OR 97045, (503) 742-4322, DavidQue@co.clackamas.or.us. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATION

1. State shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$60,000 for payment of the work performed by State under this Agreement. State will review the Project plans, perform periodic inspection for internal documentation purposes, perform signal turn-on, timing, and testing for State owned or maintained signals, and will perform review, approval and acceptance of right of way acquired on the State Highway to be relinquished by the Agency post-construction. State agrees to not incur costs exceeding \$60,000 without first submitting to Agency a request for additional deposit accompanied by an itemized statement of expenditures and an estimated cost to complete Project and receiving Agency's approval.
2. Upon completion of the Project, State shall either send to Agency a bill for the amount which, when added to Agency's advance deposit, will equal 100 percent of the total state costs for Project or State will refund to Agency any portion of said advance deposit which is in excess of the total State costs for Project.
3. State grants authority to Agency and County to enter upon State right of way for the construction of this Project as provided for in the miscellaneous permit to be issued by State District 2B Office.
4. Within fifteen days of notice from Agency that Agency believes all work is complete, State will perform the final inspection of the Project and notify Agency that it agrees all work is complete or give Agency written instruction regarding incomplete or unsatisfactory work. Upon request by Agency, State will promptly re-inspect the Project to confirm the incomplete or unsatisfactory work has been satisfactorily completed. State will issue a Final Acceptance notice to Agency when all work is inspected and accepted.

5. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
6. State shall be responsible for maintaining the traffic signals and associated illumination at Sunnybrook/I-205, Sunnyside/I-205 Northbound Ramps, Sunnyside/I-205 Southbound Ramps. State shall keep accurate cost accounting records of traffic signal and associated illumination maintenance costs and shall bill County annually for 50 percent of all said costs.
7. State shall upon receipt of a fully executed copy of this Agreement and upon receipt of billing from County annually reimburse County for 50 percent of all power costs associated with the Project traffic signals at Sunnyside/I-205 Northbound Ramps, and Sunnyside/I-205 Southbound Ramps.
8. State shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed on Sunnybrook/I-205 Northbound ramps, Sunnyside/I-205 Northbound Ramps, and Sunnyside/I-205 Southbound ramps in such a manner as to provide adequate protection for said detector loops.
9. State's Project Manager for this Project is Jim Bailey, ODOT District 2B, 9200 SE Lawnfield Road, Clackamas, OR 97015, 971-673-6216, james.g.bailey@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
10. State's Right of Way contact for this Project is David Mendelson, Region 1 Right of Way, 123 NW Flanders St., Portland, OR 97209, 503-731-8451, david.mendelson@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by any Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency and County, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency or County fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

- b. If Agency or County fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment for this Project, including payment to State for work performed by State.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. All employers that employ subject workers who work under this Agreement 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Each Party shall ensure that each of its contractors complies with these requirements.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with any other Party (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by any other Party or Parties in such proportion as is appropriate to reflect the relative fault of State on the one hand and of the other Party or Parties on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of the other Party or Parties on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses,

judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which Agency or County is jointly liable with State (or would be if joined in the Third Party Claim), Agency and County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency and County on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency and County on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency and County's contribution amount(s) in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) 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 Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Agency/County/State
Agreement No. 32508

CLACKAMAS COUNTY, by and through its elected officials

By _____
County Commissioner

Date _____

By _____

Date _____

CLACKAMAS COUNTY DEVELOPMENT AGENCY,
by and through its duly appointed board:

By *Isote Smith*
Chair, Development Agency

Date 1/28/2021

APPROVED AS TO FORM

By _____
Counsel

Date _____

Agency Contact:

David Queener, Program Supervisor
Clackamas County Development Agency
150 Beaver Creek Road
Oregon City, OR 97045
(503)742-4322
davidque@co.clackamas.or.us

County Contact:

Sharan Hams-LaDuca
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4675
shamsladuca@co.clackamas.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
Region 1 Manager

Date _____

By _____
District 2B Manager

Date _____

By _____
State Traffic – Roadway Engineer

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

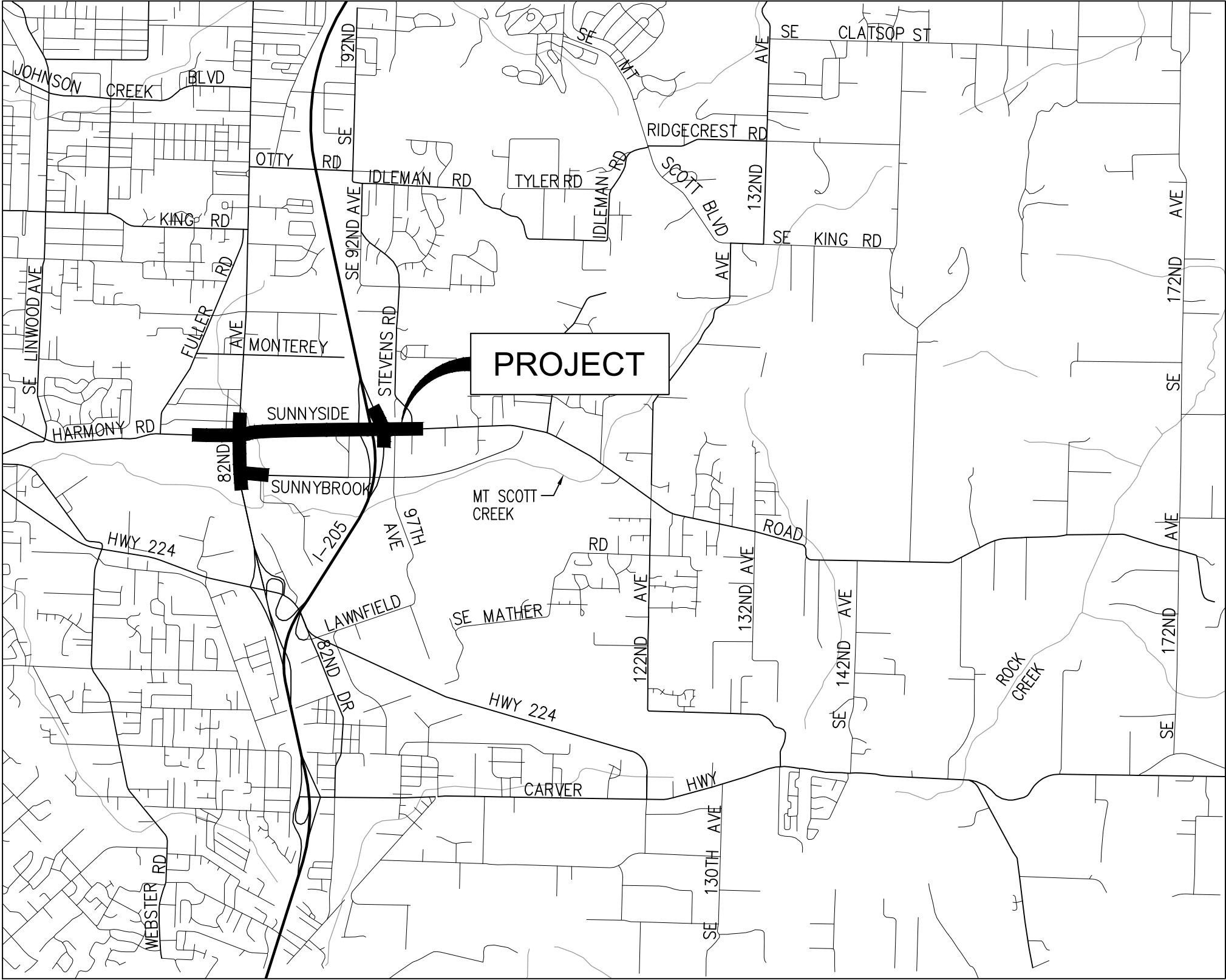
By Jennifer O'Brien
Assistant Attorney General

Date via email dated September 2, 2020

State Contact:

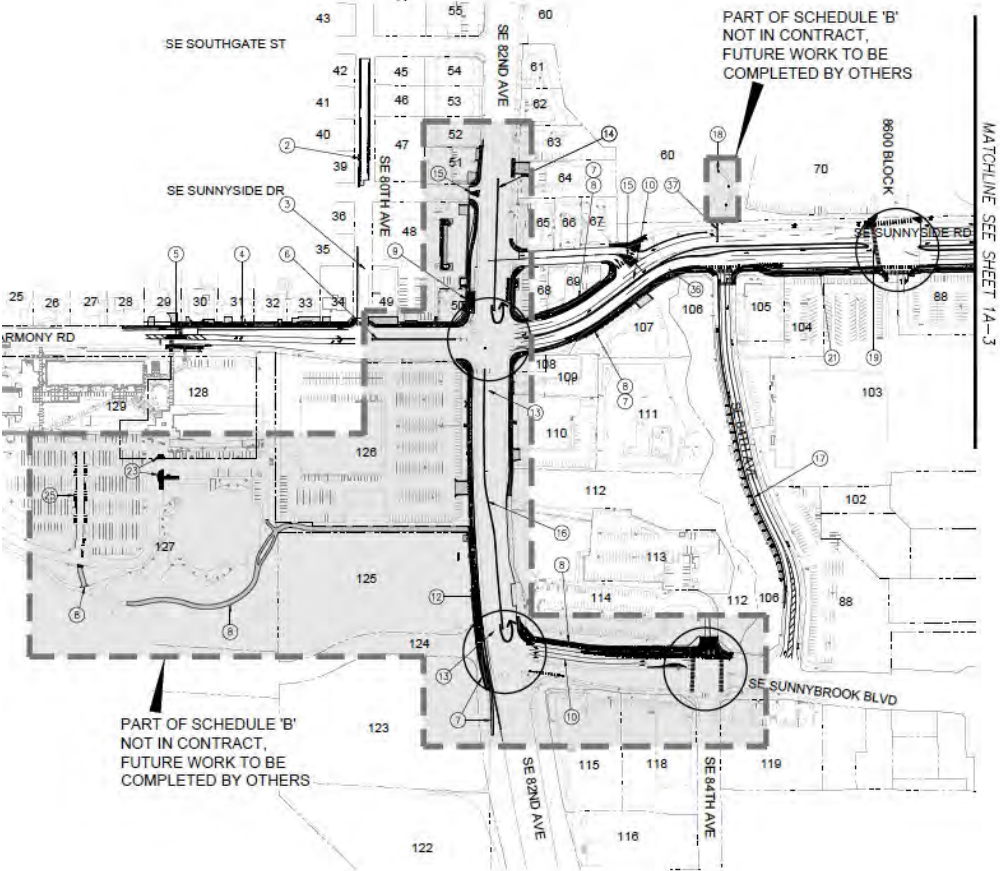
Jim Bailey
ODOT District 2B
9200 SE Lawnfield Road
Clackamas, OR 97015
971-673-6216
james.g.bailey@odot.state.or.us

EXHIBIT A - PROJECT LOCATION MAP



VICINITY MAP
NTS

EXHIBIT A-2 - PROJECT AREAS NOT INCLUDED IN SCOPE



Draft

Approval of Previous Business Meeting
Minutes:

December 17, 2020

January 7, 2021

January 14, 2021

January 21, 2021

January 28, 2021

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

<https://www.clackamas.us/meetings/bcc/business>

Thursday, January 7, 2021 – 10:00 AM

Virtual Meeting via Zoom and in person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Smith: I will now lead the Pledge of Allegiance

Chair Smith: As newly elected Chair of Clackamas County Board of Commissioners, I want to thank all constituents who live in Clackamas County. I so look forward to serving you and listening to your opinions as I invite your participation.

I honor my fellow commissioners and cherish our service together as we work collaboratively on challenging issues that lie before us. Together we will lead Clackamas County into prosperity and become the county where people want to live, work and play.

Today you will notice that commissioners are live in the fourth floor hearing room after a nine month absence. This hearing room and all county buildings have been generously paid for by taxpayers. Covid protocols will be observed as distancing requirements are used for all staff as well as the public who wish to testify in person. A hybrid zoom model will be used for anyone who does not want to come into the building to testify. But please be patient with us as this is the first time in use and we're still working out the bugs.

With that in mind, I would like to remind all participants including staff, all elected officials and members of the public that Roberts Rules of Order will be strictly enforced in this Business Meeting, Policy Sessions and Executive Sessions when applicable.

We are holding this meeting both virtually and in person. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.

Alternatively, anyone can send in a comment to be read during the Public Communication portion of our meeting over email. Just send in your email at BCC@clackamas.us.

Be sure to include your name and area when you email.

The board welcomes public opinions from all points of view

We encourage the public to testify respectfully and adhere to our 3 minute time limit

Now we are on to the Presentation County Administrator Schmidt please proceed

I. PRESENTATION <https://www.clackamas.us/meetings/bcc/business>

1. Selection of the Board of County Commissioner's Vice Chair for 2021 (BCC)

Gary Presented

~Board Discussion~

Commissioner Fischer: Move to appoint Commissioner Savas to Vice Chair for the year of 2021

Commissioner Schrader: Second

~Board Discussion~

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

2. ***REMOVED Clackamas County Sheriff's Office Presentation (Angie Brandenburg, Sheriff)**

II. WILDFIRE UPDATE <https://www.clackamas.us/meetings/bcc/business>

1. Approval of an Addendum No 1 to Board Order No. 2020-71 Declaring a State of Emergency and Declaring Emergency Measures for Abatement of Hazardous Waste and Debris Removal (Stephen Madkour, County Counsel)

Stephen Madkour Presented

Commissioner Shull: Move for Approval of an Addendum No 1 to Board Order No. 2020-71 Declaring a State of Emergency and Declaring Emergency Measures for Abatement of Hazardous Waste and Debris Removal

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

Christina will you please moderate this portion.

Chair Smith Opened Public Hearing

III. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

In Person:

1. Les Poole – Gladstone – Reopening County, Letter to Editor Clackamas Review; Metro

Zoom:

1. Cris Waller – Jennings Lodge, COVID – Tootie Smith

2. Christine Kennedy – Lake Oswego – Tootie Smith

E-Mail:

1. Elizabeth Berk – Tootie Smith

2. Kevin Moss – Damascus – Welcome to Chair Smith and Commissioner Shull

3. Christine Kennedy – Email not read because she appeared via zoom, email was shared with the Commissioners

4. Heathyr Nance – Opening Schools

Chair Smith closed the public hearing

V. BOARD DISCUSSION ITEMS <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) – *Social Services*

Rich Swift Presented

Commissioner Schrader: Move for Approval of an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

1. Approval of Board Order _____ for Boundary Change Proposal CL20-001 Annexation to Clackamas County Service District No. 1

<https://www.clackamas.us/meetings/bcc/business>

Ken Martin Presented

Chair Smith opened public hearing, Christina to moderate

No Emails and No Comment

Chair Smith closed public hearing

Commissioner Schrader: Move for Approval

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

2. Approval of a Grant Renewal Agreement from Department of Housing and Urban Development (HUD), Supportive Housing Program for the Housing Our Families Project for the Purpose of Providing Permanent Supportive Housing to Families – *Social Services*

Rich Swift Presented

Commissioner Schrader: Move for Approval of a Grant Renewal Agreement from Department of Housing and Urban Development (HUD), Supportive Housing Program for the Housing Our Families Project for the Purpose of Providing Permanent Supportive Housing to Families

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

3. Approval of Amendment #1 to a Federal Subrecipient Grant Agreement with Clackamas Women's Services for Emergency Shelter Services – *Social Services*

Rich Swift Presented

Commissioner Schrader: Move for Approval of Amendment #1 to a Federal Subrecipient Grant Agreement with Clackamas Women's Services for Emergency Shelter Services

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

4. Approval of an Intergovernmental Agreement with City of Sandy, Oregon, for Support for the Mt Hood Express Bus Service- *Social Services*

Rich Swift Presented

Commissioner Schrader: Move for Approval of an Intergovernmental Agreement with City of Sandy, Oregon, for Support for the Mt Hood Express Bus Service- *Social Services*

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

5. Approval to Apply for a Continuation Grant for Oregon Department of Transportation 5310 Enhanced Mobility Funds through Tri-County Metropolitan Transportation District of Oregon (TriMet) for Preventative Maintenance, and Operations Funding for Mt Hood Express, Transportation Reaching People and Transportation Services to Boring –*Social Services*

Rich Swift Presented

Commissioner Schrader: Move for Approval to Apply for a Continuation Grant for Oregon Department of Transportation 5310 Enhanced Mobility Funds through Tri-County Metropolitan Transportation District of Oregon (TriMet) for Preventative Maintenance, and Operations Funding for Mt Hood Express, Transportation Reaching People and Transportation Services to Boring

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

6. Approval of Agreement #18854 with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance of Ride Connection owned Vehicles Operated by Social Services-Transportation Reaching People and Community Center based transportation – *Social Services*

Rich Swift Presented

Commissioner Schrader: Move for Approval of Agreement #18854 with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance of Ride Connection owned Vehicles Operated by Social Services-Transportation Reaching People and Community Center based transportation

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

7. Approval of Agreement #18862 with Ride Connection, Inc. to Provide Funding for Dedicated Dialysis Rides Provided by Social Services, Transportation Reaching People
– *Social Services*

Rich Swift Presented

Commissioner Shull: Move for Approval of Agreement #18862 with Ride Connection, Inc. to Provide Funding for Dedicated Dialysis Rides Provided by Social Services, Transportation Reaching People

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

8. Approval of Agreement #18863 with Ride Connection, Inc. to Provide Funding for non-Emergency Medical Rides Provided by Social Services, Transportation Reaching People – *Social Services*

Rich Swift Presented

~*Board Discussion*~

Commissioner Shull: Move for Approval of Agreement #18863 with Ride Connection, Inc. to Provide Funding for non-Emergency Medical Rides Provided by Social Services, Transportation Reaching People

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

9. Approval of Agreement #18892 with Ride Connection, Inc. to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Network- *Social Services*

Rich Swift Presented

Commissioner Shull: Move for Approval of Agreement #18892 with Ride Connection, Inc. to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Network

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

10. Approval of Agreement #18893 with Ride Connection, Inc. to Provide Funding for Rides Provided by the Social Services Division-Transportation Reaching People Unit –*Social Services*

Rich Swift Presented

Commissioner Shull: Move for Approval of Agreement #18893 with Ride Connection, Inc. to Provide Funding for Rides Provided by the Social Services Division-Transportation Reaching People Unit

Commissioner Fischer: Second
the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

11. Approval of Agreement #18896 with Ride Connection, Inc. to Provide Funding for Rides Provided by Volunteer Drivers under the Vets Drive Vets Program – *Social Services*

Rich Swift Presented

~Board Discussion~

Commissioner Shull: Move for Approval of Agreement #18896 with Ride Connection, Inc. to Provide Funding for Rides Provided by Volunteer Drivers under the Vets Drive Vets Program

Commissioner Fischer: Second
the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

12. Approval to Apply for Continuation Grants for Oregon Department of Transportation Special Transportation Formula (STF) and Statewide Transportation Improvement Fund (STIF) Funds through Ride Connection, Inc., for Services Provided by Members of the Community-based Transportation Network for Clackamas County Seniors and People with Disabilities- *Social Services*

Rich Swift Presented

~Board Discussion~

Commissioner Shull: Move for Approval to Apply for Continuation Grants for Oregon Department of Transportation Special Transportation Formula (STF) and Statewide Transportation Improvement Fund (STIF) Funds through Ride Connection, Inc., for Services Provided by Members of the Community-based Transportation Network for Clackamas County Seniors and People with Disabilities

Commissioner Fischer: Second
the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

13. Approval for Amendment #3 of a Revenue Intergovernmental Agreement with Oregon Department of Human Services – *Heath Centers*

Rich Swift Presented

Commissioner Shull: Move for Approval for Amendment #3 of a Revenue Intergovernmental Agreement with Oregon Department of Human Services

Commissioner Fischer: Second
the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

14. Approval for Amendment #2 to a Provider Participation Agreement with CareOregon for Behavioral Health Services. – *Health Centers*

Rich Swift Presented

Commissioner Shull: Move for Approval for Amendment #2 to a Provider Participation Agreement with CareOregon for Behavioral Health Services.

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

15. Approval for Amendment #1 to a Provider Participation Agreement with CareOregon for Behavioral Health Services – *Health Centers*

Rich Swift Presented

~Board Discussion~

Commissioner Shull: Move for Approval for Amendment #1 to a Provider Participation Agreement with CareOregon for Behavioral Health Services

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

16. Approval of Amendment #1 to a Revenue Contract with Trillium Community Health Plan, Inc. – *Behavioral Health*

Rich Swift Presented

Commissioner Shull: Move for Approval of Amendment #1 to a Revenue Contract with Trillium Community Health Plan, Inc.

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

17. Approval of an Amendment #13 to Intergovernmental Agreement #159159 with the State of Oregon, Acting by and through its Oregon Health Authority, for the operation and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. – *Behavioral Health*

Rich Swift Presented

Commissioner Shull: Move for Approval of an Amendment #13 to Intergovernmental Agreement #159159 with the State of Oregon, Acting by and through its Oregon Health Authority, for the operation and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs.

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.
 Commissioner Shull: Aye.
 Chair Smith: Aye –the motion carries 5-0.

18. Approval to Accept Oregon Department of Education Grant Award for Coordinated Enrollment for Preschool Promise – *Children, Family & Community Connections*

Rich Swift Presented

~Board Discussion~

Commissioner Shull: Move for Approval to Accept Oregon Department of Education Grant Award for Coordinated Enrollment for Preschool Promise the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

19. *REMOVED Approval of HOME Loan Documents with Green Line Affordable Development Limited Partnership for the Fuller Station Apartments project in Happy Valley, OR – *Community Development*

B. Department Human Resources

1. *REMOVED Approval of 2021 Agreement amendment with Delta Dental for Administrative Services for Clackamas County’s Self-Funded Dental Benefits

C. Technology Services

1. Approval to amend the existing Service Level Agreement with the City of Sandy for connectivity to the Pittock in Portland.

Dave Cummings and Duke Dexter Presented

~Board Discussion~

Commissioner Shull: Approval to amend the existing Service Level Agreement with the City of Sandy for connectivity to the Pittock in Portland.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

D. Department of Transportation & Development

1. *REMOVED Approval of Amendment #1 to Contract #1831 with Murraysmith, Inc. for the Jennings Ave: OR 99# to Oatfield Rd Project

VI. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

1. Items that were approved and signed by Gary Schmidt, County Administrator in accordance with Clackamas County Code, Appendix C-104.

The following items were approved and signed by Gary Schmidt, County Administrator in accordance with Clackamas County Code, Appendix C-104. This action was necessary due to the Commissioners recess for the weeks of December 18 through January 3, 2021 and the cancellation of regular Business meetings during the recess.

	DEPARTMENT	ITEM
1	H3S – December 17, 2020	Approval of an Intergovernmental Agreement with the University of Baltimore to accept a Grant Sub award for Combating Opioid Overdose through Community-Level

		Intervention Initiative.
2	H3S – December 21, 2020	Approval of Amendment #3 to the Intergovernmental Agreements with Clackamas Fire District #1, City of Lake Oswego and Tualatin Valley Fire & Rescue District for Advanced Life Support Emergency Medical System Integration.
3	H3S – December 22, 2020	Approval of a Sub recipient Agreement with Molalla HOPE to provide Winter Warming Shelter Services for houseless persons or families
4	H3S – December 22, 2020	Approval of a Sub recipient Agreement Emergency Shelter Grant (ESG CV2) funds with Greater Good Northwest to Rapid Rehousing Assistance
5	H3S – December 22, 2020	Approval of a Sub recipient Agreement Emergency Shelter Grant (ESG CV2) funds with Northwest Family Services to Provide Shelter Services
6	H3S – December 22, 2020	Approval to apply to Oregon Department of Transportation Rain and Public Transit Division, for FTA 5311 Rural Transportation Funds for COVID related Operations of Mt. Hood Express
7	H3S – December 28, 2020	Amendment #3 to Contract #1571 with Mercer Health and Benefits LLC extending termination date to 2/28/21 and adding \$27,216.66 to the contract.
8	H3S – December 29, 2020	Contract Amendment No. 1 between Washington County and Clackamas County extending the expiration date of the Intergovernmental Agreement to 1/31/21.
9	H3S – December 29, 2020	Approval of a Contract with Diskriter, Inc to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic
10	H3S – December 29, 2020	Approval of a Contract with Advantage Nurse Staffing of Oregon, Inc. to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic
11	H3S – December 29, 2020	Approval of a Contract with 22nd Century Technologies, Inc. to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic
12	H3S – December 29, 2020	Approval of amendment #2 to the Intergovernmental Agreement with Clackamas County Fire District #1 for Medical Direction

Chair Smith: I will now announce the Board will Recess as the Board of County Commissioners and Convene as North Clackamas Parks and Recreation District for the next matter.
(Gavel)

2. North Clackamas Parks and Recreation District (NCPRD) District's Advisory Committee's by-laws

~Board Discussion~

Commissioner Savas: Move to Approval of the 6 committee members as read by Gary Schmidt

Commissioner Fischer: 2nd

Clerk to Poll

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

Chair Smith: Announce the Board will Adjourn as North Clackamas Parks and Recreation District and reconvene as the Board of County Commissioners for the remainder of this hearing.

Updates from Gary; 2nd Thursday of the month will be the evening business meetings starting February 11th 2021

~Board Discussion~

VII. COMMISSIONERS COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Commissioner Schrader

Commissioner Savas

Commissioner Fischer

Commissioner Schull

Chair Smith

Adjourned at 12:03PM

Draft

Approval of Previous Business Meeting
Minutes:

December 17, 2020

January 7, 2021

January 14, 2021

January 21, 2021

January 28, 2021

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

<https://www.clackamas.us/meetings/bcc/business>

Thursday, January 7, 2021 – 10:00 AM

Virtual Meeting via Zoom and in person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Smith: I will now lead the Pledge of Allegiance

Chair Smith: As newly elected Chair of Clackamas County Board of Commissioners, I want to thank all constituents who live in Clackamas County. I so look forward to serving you and listening to your opinions as I invite your participation.

I honor my fellow commissioners and cherish our service together as we work collaboratively on challenging issues that lie before us. Together we will lead Clackamas County into prosperity and become the county where people want to live, work and play.

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Alternatively, anyone can send in a comment to be read during the Public Communication portion of our meeting over email. Just send in your email at BCC@clackamas.us.

Be sure to include your name and area when you email.

The board welcomes public opinions from all points of view

We encourage the public to testify respectfully and adhere to our 3 minute time limit

Now we are on to the Presentation County Administrator Schmidt please proceed

I. PRESENTATION <https://www.clackamas.us/meetings/bcc/business>

1. Selection of the Board of County Commissioner's Vice Chair for 2021 (BCC)

Gary Presented

~Board Discussion~

Commissioner Fischer: Move to appoint Commissioner Savas to Vice Chair for the year of 2021

Commissioner Schrader: Second

~Board Discussion~

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

2. *REMOVED Clackamas County Sheriff's Office Presentation (Angie Brandenburg, Sheriff)

II. WILDFIRE UPDATE <https://www.clackamas.us/meetings/bcc/business>

1. Approval of an Addendum No 1 to Board Order No. 2020-71 Declaring a State of Emergency and Declaring Emergency Measures for Abatement of Hazardous Waste and Debris Removal (Stephen Madkour, County Counsel)

Stephen Madkour Presented

Commissioner Shull: Move for Approval of an Addendum No 1 to Board Order No. 2020-71 Declaring a State of Emergency and Declaring Emergency Measures for Abatement of Hazardous Waste and Debris Removal

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

Christina will you please moderate this portion.

Chair Smith Opened Public Hearing

III. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

In Person:

1. Les Poole – Gladstone – Reopening County, Letter to Editor Clackamas Review; Metro

Zoom:

1. Cris Waller – Jennings Lodge, COVID – Tootie Smith

2. Christine Kennedy – Lake Oswego – Tootie Smith

E-Mail:

1. Elizabeth Berk – Tootie Smith

2. Kevin Moss – Damascus – Welcome to Chair Smith and Commissioner Shull

3. Christine Kennedy – Email not read because she appeared via zoom, email was shared with the Commissioners

4. Heathyr Nance – Opening Schools

Chair Smith closed the public hearing

V. BOARD DISCUSSION ITEMS <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) – *Social Services*

Rich Swift Presented

Commissioner Schrader: Move for Approval of an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

1. Approval of Board Order _____ for Boundary Change Proposal CL20-001 Annexation to Clackamas County Service District No. 1

<https://www.clackamas.us/meetings/bcc/business>

Ken Martin Presented

Chair Smith opened public hearing, Christina to moderate

No Emails and No Comment

Chair Smith closed public hearing

Commissioner Schrader: Move for Approval

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

2. Approval of a Grant Renewal Agreement from Department of Housing and Urban Development (HUD), Supportive Housing Program for the Housing Our Families Project for the Purpose of Providing Permanent Supportive Housing to Families – *Social Services*

Rich Swift Presented

Commissioner Schrader: Move for Approval of a Grant Renewal Agreement from Department of Housing and Urban Development (HUD), Supportive Housing Program for the Housing Our Families Project for the Purpose of Providing Permanent Supportive Housing to Families

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

3. Approval of Amendment #1 to a Federal Subrecipient Grant Agreement with Clackamas Women's Services for Emergency Shelter Services – *Social Services*

Rich Swift Presented

Commissioner Schrader: Move for Approval of Amendment #1 to a Federal Subrecipient Grant Agreement with Clackamas Women's Services for Emergency Shelter Services

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

4. Approval of an Intergovernmental Agreement with City of Sandy, Oregon, for Support for the Mt Hood Express Bus Service- *Social Services*

Rich Swift Presented

Commissioner Schrader: Move for Approval of an Intergovernmental Agreement with City of Sandy, Oregon, for Support for the Mt Hood Express Bus Service- *Social Services*

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

5. Approval to Apply for a Continuation Grant for Oregon Department of Transportation 5310 Enhanced Mobility Funds through Tri-County Metropolitan Transportation District of Oregon (TriMet) for Preventative Maintenance, and Operations Funding for Mt Hood Express, Transportation Reaching People and Transportation Services to Boring –*Social Services*

Rich Swift Presented

Commissioner Schrader: Move for Approval to Apply for a Continuation Grant for Oregon Department of Transportation 5310 Enhanced Mobility Funds through Tri-County Metropolitan Transportation District of Oregon (TriMet) for Preventative Maintenance, and Operations Funding for Mt Hood Express, Transportation Reaching People and Transportation Services to Boring

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

6. Approval of Agreement #18854 with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance of Ride Connection owned Vehicles Operated by Social Services-Transportation Reaching People and Community Center based transportation – *Social Services*

Rich Swift Presented

Commissioner Schrader: Move for Approval of Agreement #18854 with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance of Ride Connection owned Vehicles Operated by Social Services-Transportation Reaching People and Community Center based transportation

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

7. Approval of Agreement #18862 with Ride Connection, Inc. to Provide Funding for Dedicated Dialysis Rides Provided by Social Services, Transportation Reaching People
– *Social Services*

Rich Swift Presented

Commissioner Shull: Move for Approval of Agreement #18862 with Ride Connection, Inc. to Provide Funding for Dedicated Dialysis Rides Provided by Social Services, Transportation Reaching People

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

8. Approval of Agreement #18863 with Ride Connection, Inc. to Provide Funding for non-Emergency Medical Rides Provided by Social Services, Transportation Reaching People – *Social Services*

Rich Swift Presented

~*Board Discussion*~

Commissioner Shull: Move for Approval of Agreement #18863 with Ride Connection, Inc. to Provide Funding for non-Emergency Medical Rides Provided by Social Services, Transportation Reaching People

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

9. Approval of Agreement #18892 with Ride Connection, Inc. to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Network- *Social Services*

Rich Swift Presented

Commissioner Shull: Move for Approval of Agreement #18892 with Ride Connection, Inc. to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Network

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

10. Approval of Agreement #18893 with Ride Connection, Inc. to Provide Funding for Rides Provided by the Social Services Division-Transportation Reaching People Unit –*Social Services*

Rich Swift Presented

Commissioner Shull: Move for Approval of Agreement #18893 with Ride Connection, Inc. to Provide Funding for Rides Provided by the Social Services Division-Transportation Reaching People Unit

Commissioner Fischer: Second
the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

11. Approval of Agreement #18896 with Ride Connection, Inc. to Provide Funding for Rides Provided by Volunteer Drivers under the Vets Drive Vets Program – *Social Services*

Rich Swift Presented

~Board Discussion~

Commissioner Shull: Move for Approval of Agreement #18896 with Ride Connection, Inc. to Provide Funding for Rides Provided by Volunteer Drivers under the Vets Drive Vets Program

Commissioner Fischer: Second
the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

12. Approval to Apply for Continuation Grants for Oregon Department of Transportation Special Transportation Formula (STF) and Statewide Transportation Improvement Fund (STIF) Funds through Ride Connection, Inc., for Services Provided by Members of the Community-based Transportation Network for Clackamas County Seniors and People with Disabilities- *Social Services*

Rich Swift Presented

~Board Discussion~

Commissioner Shull: Move for Approval to Apply for Continuation Grants for Oregon Department of Transportation Special Transportation Formula (STF) and Statewide Transportation Improvement Fund (STIF) Funds through Ride Connection, Inc., for Services Provided by Members of the Community-based Transportation Network for Clackamas County Seniors and People with Disabilities

Commissioner Fischer: Second
the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

13. Approval for Amendment #3 of a Revenue Intergovernmental Agreement with Oregon Department of Human Services – *Heath Centers*

Rich Swift Presented

Commissioner Shull: Move for Approval for Amendment #3 of a Revenue Intergovernmental Agreement with Oregon Department of Human Services

Commissioner Fischer: Second
the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

14. Approval for Amendment #2 to a Provider Participation Agreement with CareOregon for Behavioral Health Services. – *Health Centers*

Rich Swift Presented

Commissioner Shull: Move for Approval for Amendment #2 to a Provider Participation Agreement with CareOregon for Behavioral Health Services.

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

15. Approval for Amendment #1 to a Provider Participation Agreement with CareOregon for Behavioral Health Services – *Health Centers*

Rich Swift Presented

~Board Discussion~

Commissioner Shull: Move for Approval for Amendment #1 to a Provider Participation Agreement with CareOregon for Behavioral Health Services

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

16. Approval of Amendment #1 to a Revenue Contract with Trillium Community Health Plan, Inc. – *Behavioral Health*

Rich Swift Presented

Commissioner Shull: Move for Approval of Amendment #1 to a Revenue Contract with Trillium Community Health Plan, Inc.

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

17. Approval of an Amendment #13 to Intergovernmental Agreement #159159 with the State of Oregon, Acting by and through its Oregon Health Authority, for the operation and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. – *Behavioral Health*

Rich Swift Presented

Commissioner Shull: Move for Approval of an Amendment #13 to Intergovernmental Agreement #159159 with the State of Oregon, Acting by and through its Oregon Health Authority, for the operation and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs.

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.
 Commissioner Shull: Aye.
 Chair Smith: Aye –the motion carries 5-0.

18. Approval to Accept Oregon Department of Education Grant Award for Coordinated Enrollment for Preschool Promise – *Children, Family & Community Connections*

Rich Swift Presented

~Board Discussion~

Commissioner Shull: Move for Approval to Accept Oregon Department of Education Grant Award for Coordinated Enrollment for Preschool Promise the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

19. *REMOVED Approval of HOME Loan Documents with Green Line Affordable Development Limited Partnership for the Fuller Station Apartments project in Happy Valley, OR – *Community Development*

B. Department Human Resources

1. *REMOVED Approval of 2021 Agreement amendment with Delta Dental for Administrative Services for Clackamas County’s Self-Funded Dental Benefits

C. Technology Services

1. Approval to amend the existing Service Level Agreement with the City of Sandy for connectivity to the Pittock in Portland.

Dave Cummings and Duke Dexter Presented

~Board Discussion~

Commissioner Shull: Approval to amend the existing Service Level Agreement with the City of Sandy for connectivity to the Pittock in Portland.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

D. Department of Transportation & Development

1. *REMOVED Approval of Amendment #1 to Contract #1831 with Murraysmith, Inc. for the Jennings Ave: OR 99# to Oatfield Rd Project

VI. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

1. Items that were approved and signed by Gary Schmidt, County Administrator in accordance with Clackamas County Code, Appendix C-104.

The following items were approved and signed by Gary Schmidt, County Administrator in accordance with Clackamas County Code, Appendix C-104. This action was necessary due to the Commissioners recess for the weeks of December 18 through January 3, 2021 and the cancellation of regular Business meetings during the recess.

	DEPARTMENT	ITEM
1	H3S – December 17, 2020	Approval of an Intergovernmental Agreement with the University of Baltimore to accept a Grant Sub award for Combating Opioid Overdose through Community-Level

		Intervention Initiative.
2	H3S – December 21, 2020	Approval of Amendment #3 to the Intergovernmental Agreements with Clackamas Fire District #1, City of Lake Oswego and Tualatin Valley Fire & Rescue District for Advanced Life Support Emergency Medical System Integration.
3	H3S – December 22, 2020	Approval of a Sub recipient Agreement with Molalla HOPE to provide Winter Warming Shelter Services for houseless persons or families
4	H3S – December 22, 2020	Approval of a Sub recipient Agreement Emergency Shelter Grant (ESG CV2) funds with Greater Good Northwest to Rapid Rehousing Assistance
5	H3S – December 22, 2020	Approval of a Sub recipient Agreement Emergency Shelter Grant (ESG CV2) funds with Northwest Family Services to Provide Shelter Services
6	H3S – December 22, 2020	Approval to apply to Oregon Department of Transportation Rain and Public Transit Division, for FTA 5311 Rural Transportation Funds for COVID related Operations of Mt. Hood Express
7	H3S – December 28, 2020	Amendment #3 to Contract #1571 with Mercer Health and Benefits LLC extending termination date to 2/28/21 and adding \$27,216.66 to the contract.
8	H3S – December 29, 2020	Contract Amendment No. 1 between Washington County and Clackamas County extending the expiration date of the Intergovernmental Agreement to 1/31/21.
9	H3S – December 29, 2020	Approval of a Contract with Diskriter, Inc to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic
10	H3S – December 29, 2020	Approval of a Contract with Advantage Nurse Staffing of Oregon, Inc. to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic
11	H3S – December 29, 2020	Approval of a Contract with 22nd Century Technologies, Inc. to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic
12	H3S – December 29, 2020	Approval of amendment #2 to the Intergovernmental Agreement with Clackamas County Fire District #1 for Medical Direction

Chair Smith: I will now announce the Board will Recess as the Board of County Commissioners and Convene as North Clackamas Parks and Recreation District for the next matter.
(Gavel)

2. North Clackamas Parks and Recreation District (NCPRD) District's Advisory Committee's by-laws

~Board Discussion~

Commissioner Savas: Move to Approval of the 6 committee members as read by Gary Schmidt

Commissioner Fischer: 2nd

Clerk to Poll

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

Chair Smith: Announce the Board will Adjourn as North Clackamas Parks and Recreation District and reconvene as the Board of County Commissioners for the remainder of this hearing.

Updates from Gary; 2nd Thursday of the month will be the evening business meetings starting February 11th 2021

~Board Discussion~

VII. COMMISSIONERS COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Commissioner Schrader

Commissioner Savas

Commissioner Fischer

Commissioner Schull

Chair Smith

Adjourned at 12:03PM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

<https://www.clackamas.us/meetings/bcc/business>

Thursday, January 14, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Smith: I will now lead the Pledge of Allegiance

~Board Discussion~

Chair Tootie Smith asked for Commissioner Shull to resign
Commissioner Sonya Fischer asked for Commissioner Shull to resign
Commissioner Paul Savas asked for Commissioner Shull to resign
Commissioner Martha Schrader asked for Commissioner Shull to resign

County Counsel informed board of Censure Avenue
Stephen Madkour read the Resolution for Censure

~Board Discussion~

Chair Smith asked for a motion to censure

~Board Discussion~

They will bring this matter back at the end of the meeting

Chair Smith Opened Public Hearing

I. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

1. Deborah Ottenburg – Oregon City Vaccines; For Commissioner Shull to Resign
2. Cris Waller – For Commissioner Shull to Resign
3. Elvis Clark – For Commissioner Shull, no vetting, Metro
4. Melissa Earlbau - For Commissioner Shull to Resign
 - a. Chair Smith took 5 minutes and left Co Chair Savas in charge
5. Rick Coufal - For Commissioner Shull
6. Lori Kimmel - For Commissioner Shull
7. Tim Lussier – Jim Bernard; asked for other Commissioners to resign
~Board Discussion~
8. Robb Hutson – For Commissioner Shull to Resign

Chair Smith closed the public Comment

II. PUBLIC HEARINGS <https://www.clackamas.us/meetings/bcc/business>

1. Dissolution of the Shady Dell Water Control District (Jeffery Munns, County Counsel)

Jeffery Presented

Chair Smith Opened Public Hearing

There were no emails and no hands raised

Chair Smith closed the public Comment

Commissioner Savas: Move for Dissolution of the Shady Dell Water Control District and appointment of a board of trustee to complete their duties under ORS 198.365

Commissioner Schrader: Second

~Board Discussion~

the Clerk called the Poll
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

III. BOARD DISCUSSION ITEMS <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval of a Revenue Contract and Business Associate Agreement with CareOregon, Inc. for Behavioral Health Services in the amount of \$1,841,558. No general funds are involved. – *Behavioral Health*

Rich Swift Presented

Commissioner Savas: I move for Approval of a Revenue Contract and Business Associate Agreement with CareOregon, Inc. for Behavioral Health Services in the amount of \$1,841,558. No general funds are involved

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

2. Approval of a Subrecipient Agreement Emergency Shelter Grant in the amount of \$137,500 (ESG CV2) with Northwest Housing Alternatives to Provide Shelter Services. No general funds are involved. – *Community Development*

Rich Swift Presented

Commissioner Savas: I move for Approval of a Subrecipient Agreement Emergency Shelter Grant in the amount of \$137,500 (ESG CV2) with Northwest Housing Alternatives to Provide Shelter Services. No general funds are involved.

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

3. Approval of Amendment #15 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 increasing the contract by \$709,870.63 bringing the contract total to \$11,657,373. No general funds are involved. – *Public Health*

Rich Swift Presented

~Board Discussion~

Commissioner Savas: I move for Approval of Amendment #15 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 increasing the contract by \$709,870.63 bringing the contract total to \$11,657,373. No general funds are involved.

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

4. Approval of HOME Loan Documents with Green Line Affordable Development Limited Partnership for the Fuller Station Apartments project in Happy Valley, OR

Rich Swift Presented

Commissioner Savas: I move for Approval of HOME Loan Documents with Green Line Affordable Development Limited Partnership for the Fuller Station Apartments project in Happy Valley, OR

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

B. Department Human Resources

1. Approval of 2021 Agreement amendment with Delta Dental for Administrative Services for Clackamas County's Self-Funded Dental Benefits with an estimated fiscal impact of \$4,414,282.45 which is already in the budget due to department and retiree contributions.

Kristi Durham Presented

Commissioner Savas: I move for Approval of 2021 Agreement amendment with Delta Dental for Administrative Services for Clackamas County's Self-Funded Dental Benefits.

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

IV. CONSENT AGENDA<https://www.clackamas.us/meetings/bcc/business>

A. Business and Community Services

1. Approve the Concord and Gladstone Master Plan Reports and Approve Staff to Work with the Community and Consultants to Complete Design and Engineering for the Concord Property and Gladstone Library

B. Department of Transportation & Development

1. Authorization to Purchase Quantity 11 Dodge vehicles for the Clackamas County Sheriff's Office - Procurement

C. Health, Housing & Human Services

1. Approve Request to Apply for Rental Assistance Program Funds from Treasury Department

Christina Terwilliger read consent agenda

Commissioner Savas asked to pull item B.1 for discussion and Commissioner Schrader 2nd

Commissioner Savas: I move for Approval of the consent agenda as amended

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

Commissioner Savas asked to discuss the item B.1

~Board Discussion~

Chair Smith: I move for Approval of the Consent Agenda Item B.1

Commissioner Shull: Second

~Board Discussion~

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Abstain.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 4-0-1.

Chair Smith: I will now announce the Board will Recess as the Board of County Commissioners and Convene as North Clackamas Parks and Recreation District for the next matter.

V. CONSENT AGENDA NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

A. NORTH CLACKAMAS PARKS AND RECREATION

DISTRICT<https://www.clackamas.us/meetings/bcc/business>

1. Approve the Concord Master Plan Report and Approve Staff to Work with the Community and Consultants to Complete Design and Engineering for the Concord Community Center, Park, and NCPRD Administrative Offices

Christina Terwilliger read consent agenda

Commissioner Schrader: I move for Approval of the consent agenda

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

Chair Smith: Announce the Board will Adjourn as North Clackamas Parks and Recreation District and reconvene as the Board of County Commissioners for the remainder of this hearing.

VI. COUNTY ADMINISTRATOR UPDATE<https://www.clackamas.us/meetings/bcc/business>

1. Permission to extend CARES funding award from the State of Oregon

Nancy Bush presented

~Board Discussion~

Commissioner Savas: I move for Approval of Permission to extend CARES funding award from the State of Oregon

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

Chair Smith asked County Counsel about the Censure

~Board Discussion~

Chair Smith asked for Motioned to Censure Commissioner Shull

Commissioner Fischer Motioned to Censure Commissioner Shull

Commissioner Savas: second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

VII. COMMISSIONERS COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Commissioner Shull

Commissioner Fischer

Commissioner Savas

Commissioner Schrader

Chair Smith

Adjourned at 11:57AM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <https://www.clackamas.us/meetings/bcc/business>

Thursday, January 21, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Smith: I will now lead the Pledge of Allegiance

***** WILDFIRE UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

Nancy Bush gave update

~Board Discussion~

***** COVID UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

Nancy Bush gave update

~Board Discussion~

I. PRESENTATION

<https://www.clackamas.us/meetings/bcc/business>

1. Clackamas County Sheriff's Office Presentation (Angie Brandenburg, Sheriff)

Angie Brandenburg gave presentation

~Board Discussion~

II. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

1. Anthony Carroll – Commissioner Shull
2. Glenda Golter – Commissioner Shull
3. Tammy Stevens – Hamlets; Wildfires
4. Sally Desipio – Commissioner Shull
5. Jaime Mathis – Commissioner Shull
6. Connie Lee – Commissioner Shull
7. Cris Waller – Commissioner Shull
8. Drew MacKenzie – Commissioner Shull
9. Metra Radivani – Commissioner Shull
10. Mary Baumgardner – Commissioner Shull
11. Tim Lussier – Jim Bernard; Resignation of Commissioners
12. Yvonne Lazarus – Commissioner Shull

III. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. Department of Transportation & Development

1. Accept Safe Routes To School construction Grant Award from Oregon Department of Transportation and Execute Grant Agreement for the Webster Road Sidewalk Project. The total project costs \$2,637,300 and the ODOT grant award is for \$1,977,975 with a 20% match (\$659,325) is required.

2. Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Fuller Causey Crosswalk Improvement Project and Authorizing Good Faith Negotiations and Condemnation Actions. This project is estimated to be \$17,500 and is included in the \$185,588 total project budget. Funding through County Road Fund of \$37,118 and ODOT state grants for \$148,470.
3. Approval of Amendment #1 to Contract #1831 with Murraysmith, Inc. for the Jennings Ave OR99E to Oatfield Road Project. This adds \$150,927.63 for a new total not to exceed \$999,592.70 and is funding through the Federal Surface Transportation Program and County Road Funds. – *Procurement*

B. Finance Department

1. Approval to accept a grant award from the State of Oregon, by and through the Oregon Military Department for FEMA 4562-DR-OR Wildfire Declaration and Straight-Line Winds. No amount is committed at this time.

C. Business & Community Services

1. Approval of an Extension to the Wood Innovation Grant Award between Clackamas County and US Forest Service to Support Incorporation of Mass Timber in County Courthouse Project. Grant award is \$100,000 and has a 50% match requirement which will be met primarily through in-kind staff time contributions, as well as some local funding of travel, supplies, and other project costs.

D. Juvenile Department

1. Approval of a Contract with Maple Star Oregon, Inc. for the Emergency Shelter Care Services. Contract total \$290,300 and is budgeted.
2. Approval of a Contract with Boys and Girls Aid Society of Oregon for the Emergency Shelter Care Services. Contract total \$290,300 and is budgeted.

E. Clackamas County Sheriff's Department

1. Request by the Clackamas County Sheriff's Office to Accept a Grant from Oregon Impact for reimbursement of activities related to Distracted Driving Enforcement. This is grant award for \$20,000.
2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with the Oregon Department of Transportation for Enforcement of the Oregon Motor Carrier Safety Action Plan. Total funds are \$25,000 paid at a rate of \$113.75 per inspection conducted.

Christina Terwilliger read consent agenda

Commissioner Schrader: I move for Approval of the consent agenda

Commissioner Shull: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

Chair Smith: I will now announce the Board will Recess as the Board of County Commissioners and Convene as North Clackamas Parks and Recreation District for the next matter.

IV. CONSENT AGENDA North Clackamas Parks and Recreation District

A. North Clackamas Parks and Recreation District

<https://www.clackamas.us/meetings/bcc/business>

1. Board Order Authorizing the North Clackamas Parks and Recreation District to apply for an Oregon Community Paths Program Grant from the Oregon Department of Transportation for Development of Trolley Trail Segment at Milwaukie Bay Park. Grant will seek \$423, 525 in funding with a 10.27% required match (\$48,475) total project cost estimated at \$9,600,000.

Christina Terwilliger read consent agenda

Commissioner Shull: I move for Approval of the consent agenda
Commissioner Schrader: Second
the Clerk called the Poll
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

Chair Smith: Announce the Board will Adjourn as North Clackamas Parks and Recreation District and reconvene as the Board of County Commissioners for the remainder of this hearing.

V. COUNTY ADMINISTRATOR UPDATE<https://www.clackamas.us/meetings/bcc/business>
Passed in the interested of time

VI. COMMISSIONERS COMMUNICATION<https://www.clackamas.us/meetings/bcc/business>
Commissioner Schrader
Commissioner Shull
Commissioner Fischer
Commissioner Savas
Chair Smith

Adjourned at 12:15PM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <https://www.clackamas.us/meetings/bcc/business>

Thursday, January 28, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Smith: I will now lead the Pledge of Allegiance

***** WILDFIRE UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

Nancy Bush gave update

~Board Discussion~

***** COVID UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

Nancy Bush and Philip Mason-Joyner gave update

~Board Discussion~

Chair Smith: I will now announce the Board will Recess as the Board of County Commissioners and Convene as Housing Authority for the next matter.

I. HOUSING AUTHORITY CONSENT

AGENDA<https://www.clackamas.us/meetings/bcc/business>

1. Approval to execute a Construction contract between the Housing Authority of Clackamas County and Grace Point Contracting, LLC for Modernization of 6606 Hemlock project. There is a onetime fee of \$162,000 that HUD Federal Capital Grants Fund, no general funds are involved. - HACC
2. Project Turnkey funding for Red Fox Property and seeking approval to execute real estate documents. - HACC

Christina Terwilliger read consent agenda

Chair Smith: I would like to remove item #2 and make this a public discussion item

Commissioner Leenstra: I move for Approval of the housing authority consent agenda as amended

Commissioner Schrader: Second
the Clerk called the Poll

Commissioner Leenstra: Aye.

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

Public Discussion Item #2 of the consent agenda <https://www.clackamas.us/meetings/bcc/business>

Richard Swift and Jill Smith gave information
~Board Discussion~

Chair Smith opened for public comment:

In Person

Kimberly Binder – Estacada – Opposed to Red Fox
Brandy Litkie – Estacada - Opposed to Red Fox
Trena Feldman – Estacada – Opposed to Red Fox
Mary Whitney – Estacada – Opposed to Red Fox

Zoom:

Kat Malstead – Homeless Needs in Estacada
Les Poole – Lack of Public Awareness
Katy Dunimar – wants to move forward with Red Fox
Gerald Murphy – Short term rentals and motels

~Board Discussion~

Closed public comment

~Board Discussion~

Chair Smith: I move to not have staff acquire the EconoLodge or the Red Fox property

Commissioner Shull: Second

Commissioner Fischer would like to table the discussion until Tuesday

Gary Schmidt clarified

~Board Discussion~

Chair asked for the Clerk called the Poll

Commissioner Leenstra: No.

Commissioner Fischer: No.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 3-2.

II. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

In Person:

Yvonne Lazarus – Commissioner Shull/Military
Jaime Mathis – Milwaukie – Commissioner Shull
Shelley Reynolds – Gladstone – Commissioner Shull

Zoom:

Masoud Khosroabadi – Milwaukie – Commissioner Shull
Sarah Groshell – Clackamas County – Commissioner Shull
Reed Harvey – Clackamas County – Commissioner Shull
Greg Meier – Sandy – Commissioner Shull
Cris Waller – Jennings Lodge – Commissioner Shull
Jim Meyers - Clackamas County – Commissioner Shull
Bill Wehr – Damascus – Commissioner Shull
Eric Wilson – Clackamas County – Commissioner Shull
Les Poole – Gladstone – Citizen Involvement
James Head - Clackamas County – Commissioner Shull
Devon Fredericksen – Clackamas County – Commissioner Shull
Kat Malstead – Commissioner Shull
Sahara Halkin – Wilsonville – Commissioner Shull
Dima - Clackamas County – Commissioner Shull
Connie Lee – Lake Oswego – Resolution by Republican Party
Angela Nylund – Boring – Commissioner Shull
Oksana NB – Could not hear/disconnected

III. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval to Accept Oregon Dept of Education Grant Amendment 1 for Coordinated Enrollment for Preschool Promise. Grant amendment increases award by \$170,500 for a total award amount of \$193,500. No general funds. – *CFCC*
2. Approval of amendment #2 to Intergovernmental Revenue Agreement with the State of Oregon, Department of Human Services (DHS), for the operation of the Supplemental Nutrition Assistance Program (SNAP) Employment & Training. This amendment will increase the contract by \$57,600 for a new total of \$156,628.85. No general funds. – *CFCC*
3. Approval of a Revenue Grant Amendment 1 with Oregon Department of Education, Early Learning Division for Healthy Families Oregon. Increases award by \$91,823 for a total award amount of \$1,792,540.58. No general funds. – *CFCC*
4. Approval of an Amendment #14 to Intergovernmental Agreement #159159 with the State of Oregon, Acting by and through its Oregon Health Authority, for the operation and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Adds \$193,913.73 to the value of the agreement, new maximum value is \$13,988,283.48. No general funds. – *Behavioral Health*
5. Approval of the Amended and Restated County-Based Services Agreement with Health Share of Oregon for Public Health and Behavioral Health Care and Services. Revenue contract maximum value \$3,764,939. No general funds. – *Behavioral Health*
6. Approval of an Amendment to an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Choice Model Services. Amendment value is \$847,892 bringing the maximum value to \$2,119,732.51 and is funded through Oregon Health Authority. – *Behavioral Health*
7. Approval of Amendment #3 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority, for the Foodborne Illness Prevention Program. Increase by \$90,069 bringing the maximum value to \$715,859. No general funds. – *Public Health*
8. Approval of Amendment #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. Contact increased by \$72,789 bringing maximum value to \$11,730,162. No general funds – *Public Health*
9. Approval of Amendment #2 to an Intergovernmental Grant Agreement With the State of Oregon for a Term Extension to Complete Services to Assist Homeless Shelter Challenges Posed by the COVID-19 Pandemic. No funds involved in this amendment. – *Social Services*

B. Department of Transportation & Development

1. Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Jennings Ave: OR99E to Oatfield Rd. Project and Authorizing Good Faith Negotiations and Condemnation Actions. The budget for this project is estimated to be \$992,481 funded through Federal Surface Transportation Program and County Road Funds.
2. Approval of Intergovernmental Agreement between Clackamas County and the City of Gladstone for Traffic Signal Maintenance and Transportation Engineering Services. This is revenue that will vary between \$500 and \$3,000 annually.
3. Approval of Supplemental Project Agreement No. 34029 with Oregon Department of Transportation (ODOT) for the OR 211 at Canby Marquam Highway Project. Cost will be less than \$100 annually.
4. Approval of Goods and Services Contract with Baker Rock Crushing Co., to provide Aggregate Rock for Clackamas County. \$75,000 annually with a total contract of \$225,000, funded through DTD Transportation Maintenance. – *Procurement*
5. Approval of Goods and Services Contract with Jim Turin and Sons, Inc. dba Mt. Hood Rock Products, Inc. to provide Aggregate Rock for Clackamas County. \$75,000

annually with a total contract of \$225,000, funded through DTD Transportation Maintenance. – *Procurement*

6. Approval of Goods and Services Contract with Lakeside Industries, Inc. to provide Asphaltic Concrete for Clackamas County. \$700,000 annually with a total contract of \$2,100,000 funded through DTD Transportation Maintenance. – *Procurement*
7. Approval of Goods and Services Contract with Jim Turin and Sons dba, Mt. Hood Asphalt Products, Inc., to provide Asphaltic Concrete for Clackamas County. \$700,000 annually with a total contract of \$2,100,000 funded through DTD Transportation Maintenance. – *Procurement*
8. Approval of Goods and Services Contract with Baker Rock Crushing Co., to provide Asphaltic Concrete for Clackamas County. \$700,000 annually with a total contract of \$2,100,000 funded through DTD Transportation Maintenance. – *Procurement*
9. Approval of Goods and Services Contract with South County Asphalt, LLC, to provide Asphaltic Concrete for Clackamas County. \$700,000 annually with a total contract of \$2,100,000 funded through DTD Transportation Maintenance. – *Procurement*

C. Business & Community Services

1. Approval of a Memorandum of Agreement among the U.S. Army Corps of Engineers, The Oregon State Historic Preservation Office, and The Advisory Council on Historic Preservation for Clackamas County to Act as Fund Manager for the Jennings Lodge Camp Meeting Site and Retreat Center

Christina Terwilliger read consent agenda

Commissioner Shull: I move to approve the Consent Agenda

Commissioner Schrader: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 4-0.

Chair Smith: I will now announce the Board will Recess as the Board of County Commissioners and Convene as Development Agency for the next matter.

IV. DEVELOPMENT AGENCY CONSENT AGENDA

<https://www.clackamas.us/meetings/bcc/business>

1. Approval of a Cooperative Improvement Agreement with the Oregon Department of Transportation for the Clackamas Regional Center Mobility Improvement Project. The agency will reimburse ODOT up to \$60,000 for costs.

Christina Terwilliger read consent agenda

Commissioner Shull: I move to approve the Consent Agenda

Chair Smith: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 4-0.

Chair Smith: I will now announce the Board will adjour as the Development Agency and Convene as Water Environment Services for the next matter.

V. WATER ENVIRONMENT SERVICES CONSENT AGENDA

<https://www.clackamas.us/meetings/bcc/business>

1. Approval of an Amendment #3 to Contract #1652 with Murraysmith, Inc. for the Pump Station Rehabilitation and Upgrades Project – *Procurement*

Christina Terwilliger read consent agenda

Commissioner Schrader: I move to approve the Consent Agenda
 Commissioner Shull: Second
 Chair asked for the Clerk called the Poll
 Commissioner Fischer: Aye.
 Commissioner Schrader: Aye.
 Commissioner Shull: Aye.
 Chair Smith: Aye –the motion carries 4-0.

Chair Smith: I will now announce the Board will Recess as the Water Environment Services and Reconvene as Board of Commissioners for the remainder of the meeting.

VI. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Emergency Operations Center Disaster Management Signed by Gary Schmidt – 1-25-2021 Request for Ratification by the BCC At the 1-28-2021 Business meeting.	It is for Disaster Management, an agreement between Clackamas County and the Budget Inn Hotel in Gladstone for rental of up to 21 rooms for winter shelter for county residents experiencing homelessness. The amount is not to exceed \$260,000. State and federal funds are used. No general funds are used. The agreement expires on April 21, 2021.

Commissioner Schrader: I move to Ratify
 Commissioner Fischer: Second
 Chair asked for the Clerk called the Poll
 Commissioner Fischer: Aye.
 Commissioner Schrader: Aye.
 Commissioner Shull: Aye.
 Chair Smith: Aye –the motion carries 4-0.

VII. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

SF, MS, Shull, PS, TS

Adjourned at 12:47PM



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

February 11, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for amendment #2 Between Metro Area Joint CAD System and CBX

Purpose/Outcomes	CBX is looking for approval for amendment #2 with the Metro Area Joint CAD System (MAJCS) for a dark fiber connection between the CBX Tri-city hub and Clackamas County 911 Communications (CCOM).
Dollar Amount and Fiscal Impact	MAJCS will pay a recurring lease fee of \$3,060.00 annually for the new connection.
Funding Source	No funds are required to expand the CBX fiber network to serve MAJCS.
Duration	Effective upon signature by the board the SLA is effective once the connection is complete and be renewed annually.
Previous Board Action	Board previously approved CBX to build and maintain connections for the MAJCS in 2018.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Build a strong infrastructure. 2. This item follows the Board's Key Initiatives of making high speed internet available throughout the County.
Counsel Review	Andrew Naylor, November 16, 2020
Contact Person	Dave Devore (503)723-4996
Contract No.	N/A

BACKGROUND:

CBX is proposing to implement a new dark fiber connection between CBX Tri-city hub and Clackamas County 911 center. This new connection will provide MAJCS with the ability to receive new, more cost effective services.

RECOMMENDATION:

Staff respectfully recommends approval for this Service Level Agreement. This SLA will allow CBX to provide fast effective fiber connectivity for the MAJCS group at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

DC
Dave Cummings
CIO Technology Services

AMENDMENT #2

**TO THE CLACKAMAS COUNTY/METRO AREA JOINT CAD SYSTEM
FIBER OPTIC SERVICE LEVEL AGREEMENT**

This Amendment #2 is entered into by and between Metro Area Joint CAD System (“Customer”) and the Clackamas County (“County”) and it shall become part of the Fiber Optic Service Level Agreement entered into by and between the parties on May 3, 2018 (“Contract”), as subsequently amended.

The purpose of the Amendment #2 is to make several changes to Appendix A, Service and Rate Schedule, of the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon that Appendix A is hereby amended as follows:

1. Appendix A, Section 4, Annual Recurring Charges, is amended to add the following additional service location:

From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
5 Clackamas County Communications 9-1-1 2200 Kaen Rd #A Oregon City, OR 97045	Tri-City Water Control Plant 15941 Agnes Ave Oregon City, OR97045	One Pair (two) dark fibers	\$255.00

2. Appendix A, Section 5, Nonrecurring Charges, is amended to add the following nonrecurring charge:

From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
6 Clackamas County Communications 9-1-1 2200 Kaen Rd #A Oregon City, OR 97045	Tri-City Water Control Plant 15941 Agnes Ave Oregon City, OR97045	Construction	\$0.00

Except as expressly amended above, all other terms and conditions of the Contract, and Appendix A, shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Metro Area Joint CAD System



Authorized Signature
Michael Smith on behalf of CMT
MAJCS CAD Projects Coordinator

Name / Title (Printed)

12/30/2020

Date

Clackamas County

Chair

Recording Secretary

Date



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

February 11, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Service Level Agreement between Clackamas Broadband eXchange
and the Lake Oswego School District

Purpose/Outcomes	CBX is looking for approval for a new Service Level Agreement (SLA) with the Lake Oswego School District for dark fiber connectivity.
Dollar Amount and Fiscal Impact	The Lake Oswego School District will pay a recurring lease fee of \$33,660.00 annually for the 10 connection.
Funding Source	No funds are required to expand the CBX fiber network to serve the Lake Oswego School District.
Duration	Effective upon signature by the board, the SLA is effective for 10 years with the option for (2) five year extensions.
Previous Board Action	Board previously approved CBX to build and maintain connections for the Lake Oswego School District in July 2016.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Build a strong infrastructure. 2. This item follows the Board's Key Initiatives of making high speed internet available throughout the County.
Counsel Review	Andrew Naylor, January 12, 2021
Contact Person	Dave Devore (503)723-4996
Contract No.	N/A

BACKGROUND:

CBX is seeking approval to continue to serve the Lake Oswego School District with dark fiber connections. These dark fiber connections are instrumental in the school district's ability to meet their current and future technological needs. School districts in Clackamas County receive subsidies from the federal government for utility services and are required to seek bids to ensure that the school districts are receiving the lowest costs available. This new SLA is in response to the most current Request for Proposals from the Lake Oswego School District.

RECOMMENDATION:

Staff respectfully recommends approval for this Service Level Agreement. This SLA will allow CBX to provide fast effective fiber connectivity for the Lake Oswego School District at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

DC
Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Lake Oswego School District No. 7j
(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Lake Oswego School District No. 7j (Customer) the services set forth in this Agreement (the “Services”), between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables, at each Customer site on a path designated by the County.

3. Service Description

Services provided to Customer by County are physical connectivity of one (or more) strands of optical fiber (“Fiber”), between sites specifically identified in Appendix A for the exclusive use of the Customer’s internal communication needs. Each site listed in Appendix A will have a single mode fiber termination. The Fiber is and shall remain property of the County.

4. Construction and Installation Requirements

- a. County, when installing Fiber on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the Fiber from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Fiber used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its sites for necessary equipment, as determined by the County in its sole discretion.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have ingress and egress into and out of Customer properties and buildings in connection with the provision of Service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the Fiber in areas of the site that do not contain hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to any additional equipment that may be required, shall be paid by Customer.
- g. County has no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate fiber patch panel ("hand-off's") at each location for Customer utilization. Test results for physical connection will be made available to Customer upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated as herein provided, this Agreement shall continue for a period of ten (10) years following the Service Start Date and shall automatically renew for successive five-year renewal terms, at the County's then-current rate schedule, unless either party terminates the Agreement pursuant to the terms herein. Provided, however, that the total Agreement term length, including any renewal, shall not exceed twenty (20) years.

6. Rates

In return for County providing the Services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for Services described in

Appendix A, as amended from time to time.

7. Payment

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing commercially reasonable practices in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County Fiber shall be treated by County as confidential information, to the extent allowable by law. Customer expressly acknowledges and agrees that County's confidentiality obligations under this Agreement are subject to, and only enforceable to the extent permitted by, the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party.

Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by the negligent acts or omissions of County. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligent acts or omissions of Customer, its affiliates, employees, agents, contractors or customers. As used herein, "Costs" includes the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.

b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.

b. Pursuant to Section 20 of this Agreement, either party may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this

Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- c. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Remedies

If this Agreement is terminated by the County due to a breach by the Customer, then the County shall have any remedy available to it in law or equity. If this Agreement is terminated for any other reason, Customer's sole remedy is reimbursement of the pro rata amounts paid to County on the unexpired term of this Agreement, less any setoff to which the County is entitled.

22. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

23. No recourse Against the County

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

24. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by electronic mail as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
ddexter@clackamas.us
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
cbxinfo@co.clackamas.or.us
Fax Number: (503) 655-8255

Notice to the Customer

James Miller
Director of Computer Network Services
2455 Country Club Road
Lake Oswego, OR 97034
millerj@loswego.k12.or.us
(503) 534-2000

Either Party, by similar written notice, may change the address to which notices shall be sent.

25. Debt Limitations

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

26. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

27. Governing Law

This Agreement 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 Customer that arises out of or relates to the performance of this Agreement 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 must 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.

28. Survival

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 9, 12, 14, 21, 23, 25, 26, 27, and 28, and all other rights and obligations which by their context are intended to survive.

29. Severability

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

30. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

Lake Oswego School District No. 7j
(Customer Name)

By (signature): James T. Miller Jr.

Name (print): James T. Miller Jr.

Title: Director of Computer Networking Services

Date: January 13, 2021

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	One Pair (two) dark fibers	\$255.00
2	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Lake Grove School 15777 Boones Ferry Rd Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
3	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Lakeridge High School 1235 Overlook Dr Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
4	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Oak Creek School 55 Kingsgate Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
5	Clackamas Educational Service District 13455 SE 97 th Ave	Palisades Elementary School 1500 Greentree Rd Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00

	Clackamas, OR 97015			
6	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Lakeridge Junior High 4700 Jean Rd Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
7	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	River Grove School 5850 McEwan Rd Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
8	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Forest Hills School 1133 Andrews Rd Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
9	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Hallinan Elementary School 16800 Hawthorne Dr Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
10	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Westridge Elementary School 3400 Royce Way Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Construction	\$0.00
2	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Lake Grove School 15777 Boones Ferry Rd Lake Oswego, OR 97035	Construction	\$0.00
3	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Lakeridge High School 1235 Overlook Dr Lake Oswego, OR 97035	Construction	\$0.00
4	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Oak Creek School 55 Kingsgate Lake Oswego, OR 97035	Construction	\$0.00
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8	Clackamas Educational Service District 13455 SE 97 th Ave	Forest Hills School 1133 Andrews Rd Lake Oswego, OR 97035	Construction	\$0.00

	Clackamas, OR 97015			
9	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Hallinan Elementary School 16800 Hawthorne Dr Lake Oswego, OR 97035	Construction	\$0.00
10	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Westridge Elementary School 3400 Royce Way Lake Oswego, OR 97035	Construction	\$0.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
 - b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
 - c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
 - d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
 - e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.
5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

February 11, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Service Level Agreement between
Clackamas Broadband eXchange and LightSpeed Networks

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for a new Service Level Agreement (SLA) with LightSpeed Networks (LSN) for an additional dark fiber connection to S Schieffer Rd in Colton Oregon.
Dollar Amount and Fiscal Impact	LSN will pay a nonrecurring fee of \$500.00 for the fiber expansion and an annual recurring fee of \$4,416.00.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by LSN.
Duration	Effective upon signature by the board the SLA is effective for three (3) years.
Previous Board Action	Board previously approved CBX to build and maintain a dark fiber connections for LSN.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. This item follows the Board's Key Initiatives of making high speed internet available throughout the County.
Counsel Review	Andrew Naylor, December 14, 2020.
Contact Person	Dave Devore (503)723-4996
Contract No.	N/A

BACKGROUND:

CBX is proposing to complete a new fiber connection for LS Networks. LS Networks requested an additional single fiber connection to provide connectivity for one of their customers.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this new fiber connection with LS Networks. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Lightspeed Networks, Inc

(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Lightspeed Networks, Inc(Customer) the services set forth in this Agreement (the “Services”), between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables, at each Customer site on a path designated by the County.

3. Service Description

Services provided to Customer by County are physical connectivity of one (or more) strands of optical fiber (“Fiber”), between sites specifically identified in Appendix A for the exclusive use of the Customer’s internal communication needs. Each site listed in Appendix A will have a single mode fiber termination. The Fiber is and shall remain property of the County.

4. Construction and Installation Requirements

- a. County, when installing Fiber on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the Fiber from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Fiber used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its sites for necessary equipment, as determined by the County in its sole discretion.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have ingress and egress into and out of Customer properties and buildings in connection with the provision of Service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the Fiber in areas of the site that do not contain hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to any additional equipment that may be required, shall be paid by Customer.
- g. County has no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate fiber patch panel ("hand-off's") at each location for Customer utilization. Test results for physical connection will be made available to Customer upon request.

5. Term of Agreement

Upon completion of installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date". Unless terminated as herein provided, this Agreement shall continue for a period of three years following the Service Start Date.

6. Rates

In return for County providing the Services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for Services described in Appendix A, as amended from time to time.

7. Payment

County shall provide an invoice for six months of service (July 1 through December 31 and January 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The semi-annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to disconnect fiber service.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing commercially reasonable practices in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County Fiber shall be treated by County as confidential information, to the extent allowable by law. Customer expressly acknowledges and agrees that County's confidentiality obligations under this Agreement are subject to, and only enforceable to the extent permitted by, the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by the negligent acts or omissions of County. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligent acts or omissions of Customer, its affiliates, employees, agents, contractors or customers. As used herein, "Costs" includes the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either party may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- c. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

- 1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement; or
 - b. Failure to pay any sums due under this Agreement.
- 2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Remedies

If this Agreement is terminated by the County due to a breach by the Customer, then the County shall have any remedy available to it in law or equity. If this Agreement is terminated for any other reason, Customer's sole remedy is reimbursement of the pro rata amounts paid to County on the unexpired term of this Agreement, less any setoff to which the County is entitled.

22. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

23. No recourse Against the County

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

24. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by electronic mail as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045

ddexter@clackamas.us

Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
cbxinfo@co.clackamas.or.us
Fax Number: (503) 655-8255

Notice to the Customer

LSN
Attn: Contract manager
921 SW Washington St, Suite 370
Portland, OR 97205
Fax: 503-227-8585

Either Party, by similar written notice, may change the address to which notices shall be sent.

25. Debt Limitations

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

26. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

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This Agreement 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 Customer that arises out of or relates to the performance of this Agreement 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 must 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.

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All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 9, 12, 14, 21, 23, 25, 26, 27, and 28, and all other rights and obligations which by their context are intended to survive.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____


Name: Duke Dexter

Title: _____

Date: _____

Customer

Lightspeed Networks, Inc
(Customer Name)

By (signature):  _____
CD986D0E22FD456...

Name (print): Leif Hansen

Title: VP Of Engineering

Date: 1/25/2021

APPENDIX A**SERVICE AND RATE SCHEDULE****1. Specified Services and Rates**

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

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For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Semi-Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	CBX Aerial Splice Case Adjacent to PGE pole #556 splice case Colton, OR 97017	Clackamas County Vault Adjacent to PGE pole #431 Oregon City, OR 97045	One dark fiber	\$368.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	CBX Aerial Splice Case Adjacent to PGE pole #556 splice case Colton, OR 97017	Clackamas County Vault Adjacent to PGE pole #431 Oregon City, OR 97045	Construction	\$500.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, or the highest rate allowable in accordance with applicable law, whichever is less, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

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APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. “Routine Maintenance” is all preventive maintenance activities and repairs.
- b. “Non-Routine Maintenance” is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain telephone number (503) 742-4219 to contact personnel and NCAM. County’s NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM’s remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer’s personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County’s technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within four (4) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer twenty one (21) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental or safety hazards which would restrict or jeopardize any maintenance work.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within four (4) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that four (4) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance rates and charges for any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

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APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

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Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Mercer Health and Benefits, LLC for the
Employee Benefits Broker**

Purpose/Outcome	Approval of a contract with Mercer Health and Benefits, LLC, to provide employee benefits broker services to the County.
Dollar Amount and Fiscal Impact	Contract total value of \$838,321.29. The full amount is paid from the benefits administration budget.
Funding Source	Department Benefit Administration fee, per employee per month. Account: 760-0119-431000
Duration	Contract signing until December 31, 2025
Previous Board Action/Review	BCC Policy Session on February 2, 2021
Strategic Plan Alignment	<p>1. How does this item align with your department's Strategic Business Plan goals?</p> <p>Benefits Program Costs: County departments and employees will benefit from increased engagement, productivity and benefit/needs alignment.</p>
Strategic Plan Alignment (continued)	<p>2. How does this item align with the County's Performance Clackamas goals?</p> <p>Build public trust through good government.</p>
Counsel Review	12/2/2020, AN
Procurement Review	Was the item processed through Procurement? Yes
Contact Person	Kristi Durham, Benefits Manager, 503-742-5470
Contract No.	#3239

Background:

The Benefits and Wellness Division conducted a search for an Employee Benefits Broker for strategic guidance, maintenance, and assessment of our employee benefits programs. Health and welfare plan work comprises broker services in the areas of developing strategy and understanding the employee benefits market, ongoing financial tracking and analysis, vendor placement, program and vendor management, and renewal activities including developing rates for a variety of self-insured and insured health, vision, dental, life, and disability insurance coverage.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on April 27, 2020. Proposals were opened on June 3, 2020. The County received ten (10) proposals from: Alliant Benefits, Brown & Brown, Davidson Benefits Planning, De La Torre & Associates, Gallagher, Heffernan Benefits Advisor, Mercer Health and Benefits, Propel Insurance, The Segal Group, and USI Insurance Services NW. An evaluation committee of five personnel included staff from Human Resources, and the Benefits Review Committee, which had representatives from the Sheriff's Office, Community Corrections, and Finance-Payroll. They scored Mercer's proposal and confirmed their capability of performance. Upon Contract award, the final project fees were negotiated.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Contract with Mercer Health and Benefits, LLC for the Employee Benefits Broker.

Sincerely,

Evelyn Minor-Lawrence
Human Resources Director

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3239**

This Personal Services Contract (this “Contract”) is entered into between **Mercer Health and Benefits, LLC** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Human Resources, Benefits and Wellness Division.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective **January 1, 2021**. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2025** with the option for two (2) additional two-year renewals thereafter subject to the mutual agreement of the parties. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.
- 2. Scope of Work.** Contractor shall provide the following personal services: Employee Benefits Broker (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Eight Hundred Thirty Eight Thousand Three Hundred Twenty One Dollars and Twenty Nine Cents (\$838,321.29)**, for accomplishing the Work required by this Contract. Consideration rates are on an annual fixed fee basis in accordance with the rates and costs specified in Exhibit A. 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. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. 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 invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the quarter in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 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 be obligated to 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.

Invoices shall reference the above Contract Number and be submitted to: Benefits and Wellness Division, attn.: Kristi Durham, kdurham@clackamas.us; Missy Breland, mbreland@clackamas.us; Tamra Dickinson; tamradic@clackamas.us.

- 5. Travel and Other Expense.** Authorized: Yes 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: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. 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, Exhibit A, Exhibit B, and Exhibit C.

7. Contractor and County Contacts.

Contractor	County
Administrator: Keith Storie Phone: 503-702-6815 Email: keith.storie@mercercor.com	Administrator: Kristi Durham Phone: 503-742- 5470 Email: kdurham@clackamas.us

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 will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted 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. Contractor shall maintain such books and records for a minimum of six (6) 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. Any audit or inspection shall be conducted at the County’s expense made upon reasonable prior written notice, during normal business hours and shall be subject to the execution of a confidentiality agreement reasonably satisfactory to both parties. If an audit discloses that County overpaid for fees, expenses or other charges under this Contract for readily identifiable components of Services (as examples for illustrative purposes only: such as a billing in excess of actual hours worked, miscalculation of actual supplies consumed, etc.), Contractor will refund to County the amount of that overpayment. In addition, if that audit discloses that such overpayment was for ten percent (10%) or more than the total amount actually due to Contractor in the aggregate during the period covered by the audit, Contractor will reimburse County for the reasonable out-of-pocket expenses incurred in respect of the audit, up to the amount of the overcharge, provided that Contractor was first given a reasonable opportunity to review and verify the results of such audit.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 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 applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County 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. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** 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 negligent conduct of Work, or from any negligent act or 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. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
8. **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; and (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.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and include the County as an additional insured on the Commercial General Liability and Automobile Liability policies solely with respect to its vicarious liability arising from Contractor's provision of services pursuant to this Contract. Proof of insurance should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us. Contractor shall endeavor to provide at least thirty (30) days prior notice to the County prior to cancellation or non-renewal of any such insurance policy upon Contractor's receipt of such notice.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.

<input checked="" type="checkbox"/> Required – Commercial General Liability: with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including coverage for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: with limits of \$1,000,000 per claim, \$2,000,000 aggregate for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
<input checked="" type="checkbox"/> Required – Cyber Liability: with limits of \$1,000,000 per claim and \$3,000,000.00 aggregate, including coverage for privacy and cyber liability covering, subject to the terms and conditions of the policy, the following: (1) systems attack, (2) denial or loss of service, (3) introduction, implantation or spread of malicious software code, (4) unauthorized access and use of computer systems and (5) privacy liability (liability arising from the loss or disclosure of confidential information in Vendor’s care, custody and control).

The Commercial General Liability and Automobile Liability policy(s) shall be primary insurance as respects to the County for claims arising solely from Vendor’s provision of services hereunder. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. The Commercial General Liability and Automobile Liability policies will include waivers of subrogation against the County and the Workers’ Compensation policy will include a waiver of subrogation to injuries resulting from Contractor’s performance of the Work or operations under this Contract, excluding the recklessness, negligence and willful misconduct of the County or its directors, officers or employees.

10. LIMITATION OF LIABILITIES. 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. Except for liability arising under or related to Article II, Section 13(A)-(D) or Section 20 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. The aggregate liability of Contractor or its affiliates or any officer, director, or employee of Contractor’s or Contractor’s affiliates (“Contractor Party”) to County, its officers, directors or employees and any third party (including any benefit plan, its fiduciaries or any plan sponsor) for any and all Losses (defined below) arising out of or relating to the provision of any Work under this Contract by the Contractor Parties shall not exceed \$2,000,000. Contractor shall have no liability for the acts or omissions of any third party (other than its subcontractors, affiliates, or other parties acting at Contractor’s direction or under Contractor’s control). Nothing in this Section 10 limiting the liability of a party shall apply to any liability that has been finally determined by a court to have arisen from the fraud on the part of such party. As used herein, “Loss” means damages, claims, liabilities, losses, awards, judgments, penalties, third party claims, interest, costs and expenses, including reasonable attorneys’ fees, whether arising under any legal theory including, but not limited to claims sounding in tort (such as for negligence, misrepresentation or otherwise), contract (whether express or implied), by statute, or otherwise, claims seeking any kind of damages and claims seeking to apply any standard of liability such as negligence, statutory violation or otherwise. For the avoidance of doubt, multiple claims arising out of or based upon the same act, error or omission, or series or continuous, interrelated or repeated acts, errors or omissions shall be considered a single Loss. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6 with respect to Mercer, a copy to: Legal Department, Mercer, 1166 Avenue of the Americas, New York, NY 10036. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or

procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor created specifically and exclusively for County that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that, to the extent permitted under applicable law, 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. Notwithstanding the above, Contractor will retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by Contractor before the commencement of, or developed or acquired by Contractor, during or after the performance of the Work (the “Contractor Intellectual Property”). County shall have no rights in any Contractor Intellectual Property provided to County by Contractor in the performance of this Contract except that Contractor hereby grants County a non-exclusive, non-transferable right of use such Contractor Intellectual Property solely for purposes of utilizing the Work Product for County use only and otherwise in accordance with this Contract.

Unless Contractor provides its prior written consent, County will not use, in a manner other than as mutually contemplated when Contractor was first retained by County to perform the applicable Work, or disclose to any third party, other than its attorneys, accountants or financial advisors with a need to know and who are bound by confidentiality obligations at least as restrictive as those contained in this Contract, any Work Product or Contractor Intellectual Property or other material supplied by Contractor under this Contract, and County shall be responsible for, and Contractor will have no liability with respect to, modifications made by any person other than Contractor to the Work Product, Intellectual Property or other Work provided to County by Contractor.

13. 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) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the prevailing professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. 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, Sections 1, 6, 7, 10, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. 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.

- 15. SEVERABILITY.** If any term, word, phrase, clause, sentence or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, such term, word, phrase, clause or sentence shall be modified or deleted in such a manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Contract as modified, enforceable and the validity of the remaining terms and provisions shall not be affected, and the balance being construed as severable and independent.
- 16. 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, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall require its permitted subcontractors under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 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. Contractor may also use its affiliates, from time to time, to assist in the performance of the Work.
- 17. 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.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to the other party, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if a party breaches any Contract provision or is declared insolvent, the other party may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed and for which payment has been received. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work for which payment has been received. Any work in progress or unfinished deliverables shall be delivered on an "AS IS basis" without any warranties of any nature whatsoever.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor of its obligations under Section 28, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. 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.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. 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.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall 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.
- 25. 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.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Each party acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the other party desires or is required to maintain as confidential. Any and all information of any form obtained by such party or its employees or agents in the performance of this Contract (the "Receiving Party") that is marked or designated as confidential or proprietary at or prior to disclosure or which would appear to a reasonably prudent person to be confidential and/or proprietary in nature, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), of the other party (the "Disclosing Party") shall be deemed to be confidential information of the

Disclosing Party (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

The Receiving Party agrees to hold Confidential Information in strict confidence, using at least the same degree of care that the Receiving Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The foregoing restrictions shall not apply to information (i) that is publicly available (not as a result of a breach by the Receiving Party); (ii) already known to the Receiving Party; (iii) disclosed by a third party with a right to disclose; (iv) independently developed by the Receiving Party without reference to the other party’s confidential information; or (v) required by law or court order. The Receiving Party will, unless prohibited by law, give prompt notice to the Disclosing Party of any disclosure required by law so that the disclosing party may seek a protective order.

The Receiving Party agrees that, except as directed by the County, the Disclosing Party will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the Disclosing Party’s request, the Receiving Party will turn over to the Disclosing Party all documents, papers, records and other materials in the Receiving Party’s possession which embody Confidential Information. The Receiving Party acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the Disclosing Party that cannot adequately be compensated in damages. Accordingly, the Disclosing Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Receiving Party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation obtaining nondisclosure agreements from each of Contractor’s employees and agents who are performing services.

Notwithstanding anything to the contrary in this Contract, but subject to the confidentiality terms and conditions hereof, Contractor may (i) retain copies of Confidential Information that is required to be retained by law or regulation, (ii) retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product, and (iii) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups) which may not be returned or destroyed upon County’s request. Contractor may retain County’s information in paper or imaged format and Contractor may destroy paper copies if Contractor retains digital images thereof.

Each party agrees that it and its affiliates have complied with and will continue to comply with their respective obligations arising from data protection and privacy laws in force from time to time to the extent applicable to this Contract and the services (including any obligation of County to obtain any required consent(s) in respect of the transfer of Personal Information by County or any third party to Contractor, the creation or collection of additional Personal Information by Contractor, and the use, disclosure and transfer by Contractor of Personal Information as necessary to perform the Work hereunder or as expressly permitted under this section. The parties acknowledge that any use or processing by Contractor of Personal Information supplied by or on behalf of County in connection

with the Services shall be done solely on behalf of County and for the County's purposes and Contractor shall deal with such Personal Information only in accordance with such reasonable instructions as County may from time to time provide or as reasonably necessary for the purpose of providing the Work. Contractor also confirms that it has taken appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data in accordance with applicable law.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Personal Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Personal Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the Personal Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including one year of credit monitoring services) arising from disclosure of such Personal Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. PUBLIC RECORDS. Notwithstanding anything to the contrary in this Contract, both parties expressly acknowledge and agree that County's obligations under this Agreement are subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 et. seq., and any other applicable state or federal law. While County will make good faith efforts to perform under this Agreement, County's disclosure of Confidential Information, in whole or in part, will not be a breach of this Contract if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes. If County is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, County shall notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor's position concerning the confidentiality of the requested information. County is not required to assist Contractor in opposing disclosure of Confidential Information.

30. 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, such consent not to be unreasonably withheld, conditioned or delayed.

- 31. PROVISION OF INFORMATION AND ASSISTANCE:** County will provide all necessary and reasonably requested information, direction and cooperation to enable Contractor to provide the Services, and any direction (whether verbal or written) shall be effective if contained expressly in Exhibit A or if received (whether verbally or in writing) from a person known to Contractor or reasonably believed by Contractor to be authorized to act on the County's behalf. Contractor shall be permitted to use all information and data supplied by or on behalf of the County without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Contractor at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, then Contractor shall not be responsible for any delays or liability arising therefrom. In the event that it is necessary or appropriate to perform any additional work as a result, Contractor will obtain the County's prior approval before commencing such additional work; provided that if the County does not provide such prior approval, Contractor shall not be obligated to perform such additional work and Contractor shall have no liability for the Services to the extent any loss arises from or is related to the failure to perform such additional work.
- 32. DISPUTE RESOLUTION.** Before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to any Work, the parties shall first attempt to settle the dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. If the dispute is not resolved within five (5) business days, either party may elect to escalate the resolution of such dispute by submitting the dispute in writing to senior executives from each party who will promptly meet and confer in an effort to resolve the dispute. Each party will identify such senior executive by notice to the other party and each party may change its senior executive at any time thereafter by notice. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations that are not subject to disclosure to any third party except as permitted under applicable law. In the event the senior executives are unable to resolve any dispute within thirty (30) days after submission to them, then the dispute may then be submitted to a court of competent jurisdiction in accordance with the provisions of Section 6. Nothing in this Section 32 will prevent either party from resorting to judicial proceedings at any time if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.
- 33. WAIVER OF JURY TRIAL:** EACH PARTY, ON BEHALF OF ITSELF AND ITS AFFILIATES, TO THE FULLEST EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT OR ANY SERVICES PROVIDED BY CONTRACTOR OR ITS AFFILIATES. THE WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY AGREES NOT TO INCLUDE ANY EMPLOYEE, OFFICER, DIRECTOR OR TRUSTEE OF THE OTHER AS A PARTY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO SUCH DISPUTE.
- 34. 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.

Mercer Health and Benefits, LLC

Clackamas County



1/4/2021

Chair

Date

Authorized Signature

Date

Recording Secretary

Keith Storie / Principal

Approved as to Form:

Name / Title (Printed)

244586-97

Oregon Business Registry #

County Counsel

01/06/2021

Date

FLLC/Delaware

Entity Type / State of Formation

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

SCOPE OF WORK

Contractor shall complete Work as outlined in Request for Proposal #2020-38 Employee Benefits Broker, issued April 27, 2020, hereby included as Exhibit B to the Contract, and the Vendor’s Response hereby included as Exhibit C to the Contract.

FEE SCHEDULE

For performing the Work, the County has agreed to pay Contractor pursuant to the table below. County will pay the annual fixed fee in monthly increments of 1/12 (one-twelfth) of the annual amount.

Effective Date	Contract Year	Fixed Annual Fee
1/1/2021	1	\$155,135.00
1/1/2022	2	\$163,300.00
1/1/2023	3	\$169,199.00
1/1/2024	4	The fixed annual fee for Year 4 will be a percentage fee increase of the fixed annual fee for Year 3. The increase will be the percentage change in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor (the “Index”), from the prior year. In no event shall the increase be greater than 3% or less than 1%.
1/1/2025	5	The fixed annual fee for Year 5 will be a percentage fee increase of the fixed annual fee for Year 4. The increase will be the percentage change in the Index from the prior year. In no event shall the increase be greater than 3% or less than 1%.

For any extension after Year 5, fees will continue to increase at a minimum of 1% and a maximum of 3% based on the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor from the prior Contract year.

EXHIBIT B
RFP# 2020-38
EMPLOYEE BENEFITS BROKER
Issued April 27, 2020



REQUEST FOR PROPOSALS #2020-38

FOR

Employee Benefits Broker

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
Chief Procurement Officer**

**Tralee Whitley
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: June 3rd, 2020

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued..... April 27, 2020

Protest of Specifications Deadline.....May 4, 2020, 5:00 PM, Pacific Time

Deadline to Submit Clarifying Questions.....May 26, 2020, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time.....June 3, 2020, 2020, 2:00 PM, Pacific Time

Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

Anticipated Contract Start Date.....January 2021

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, June 3, 2020** (“Closing”), to provide Employee Benefits Broker. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in **January 1, 2021**.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-38-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at 503-742-5453 or via email TWhitley@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide an Employee Benefits Broker for strategic guidance, maintenance, and assessment of our employee benefits program. Health and welfare plan work comprises broker services in the areas of developing strategy and understanding the employee benefits market, ongoing financial tracking and analysis, vendor placement, program and vendor management, and renewal activities including developing rates for a variety of self-insured and insured health, vision, dental, life, and disability insurance coverage.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County is a local government in the Portland, Oregon metropolitan area. It has a population of about 400,000 citizens.

Clackamas County employs 2048 regular benefit-eligible employees, and has about 5700 covered lives. There are 8 unions, and plan renewal is conducted by a labor-management group, the Benefits Review Committee (BRC). Oregon law allows public employer retirees to stay on the group plan and pay the full cost of coverage. About 360 retirees choose coverage.

Clackamas County offers a full range of benefits. Eligible employees receive:

- Medical insurance choices include two vendors, and a variety of plans. Employees pay a percentage. One vendor's plans are self-insured.
- Dental insurance choices include two vendors and a variety of plans. One vendor's plans are self-insured.
- Vision
- Disability is self-insured for the first 180 days, and then insured after 180 days. Employees may buy-up.
- Employee Assistance Program
- Life insurance
- Retiree medical fund trust for members of Peace Officers Association (POA) and Command Staff who meet eligibility.

Voluntary Benefits

- Additional life insurance coverage for employee, spouse/domestic partner, and dependents
- Flexible Spending Account, Healthcare and Daycare
- Accidental Death & Dismemberment (AD&D)
- Long Term Care
- Accident and Illness insurance
- Prepaid legal

Vendors, coverage, rates, eligibility, groups, and details of our medical, dental, vision, insurance, and other benefits can be found at the following website: <https://www.clackamas.us/benefits-with-clackamas-county>

Our groups include General County, Peace Officers Association (POA), retirees, and COBRA which may have different plans and benefits to meet unique needs of each group.

3.3. SCOPE OF WORK

3.3.1. Scope:

Statement of Work: Clackamas County Human Resources Department, Benefits and Wellness Division is seeking an Employee Benefits Broker.

Project Description: Health and Welfare Plan Services for Clackamas County employee benefits will include:

1. Developing Strategy and Understanding the Market
 - Annual Strategy meeting(s)
 - Service Plan
 - Healthcare market trends, changes, and news
 - Assess options for benefits administration
2. Ongoing Financial Tracking and Analysis
 - Quarterly Experience Reports
 - Benchmarking, with comparisons including public sector employers
 - Analysis on use of Rx, Stop Loss, population insights
 - Analyze factors driving plan costs
 - Claims reports including paid claims, reimbursements, premiums/funding, and enrollment summaries for medical, dental, vision, life and disability
 - Cost projections
3. Vendor Placement
 - Analyze incumbents and coverages
 - Identify alternatives and costs
 - Recommend vendors
 - Negotiations
 - Review contracts
 - Stop-loss services, including strategy, negotiation, renewal, reporting
4. Renewal
 - Strategy
 - Meetings with Benefits Review Committee
 - Projections
 - Plan Design Options
 - Pharmacy and Stop Loss Management
 - Contract review
 - Vendor communication review for accuracy
 - Stop Loss Coverage
5. Program and Vendor Management
 - Liaison between client and vendor
 - Timely issuance of contracts
 - Contract interpretation

- Review contracts, summary plan descriptions (SPD), information, coverage summaries
- Client questions and open items communication
- Escalated claims
- Guidance for compliance and required notices
- Provide updates, education and best practices

Deliverables: Contractor will deliver to the County the following deliverables on an annual benefits renewal cycle:

1. Facilitate annual and long term employee benefits strategy planning with plan sponsor in January, and renewal strategy in May.
2. Review vendor performance, and negotiate rates for renewals.
3. Monitor experience throughout the year, and provide quarterly experience reports for both the General County plans and the POA plans.
4. Identify, compare, and negotiate for new vendor or replacement services as needed.
5. Present at Benefit Review Committee (BRC) meetings occurring February through August, and occasionally into September. Provide strategy, agenda guidance, and handouts.
6. Illuminate basic benefits concepts, claims expenses, and pricing for a volunteer decision-making group of non-benefits professionals.
7. Coordinate vendor utilization presentations to BRC for medical, dental and vision plans in April and May.
8. Develop and present preliminary funding rates for self-insured medical and dental plans and Long Term Disability (LTD) underwriting by mid-July, so that final renewal rates are available to present the first week of August.
9. Provide information and explanations about plan design and cost by July, in coordination with group, facilitator, and benefits manager.
10. Facilitate research on updated costs for plan design changes to inform BRC proposals.
11. Provide employer and employee rate breakdown, including rates for all plans, domestic partner imputed income and Medicare low-income subsidy (LIS) credit information in September.
12. Work with vendors to obtain annual plan summaries, summary of benefits and coverage (SBCs), summary plan documents (SPDs), and Medicare plan changes by October 3.
13. Develop and deliver a hard copy comprehensive annual renewal report with plan details and rate structures by December.
14. Provide on-going consultative services for plan sponsor.
15. Notify plan sponsor of compliance requirements, including annual required notice templates.
16. Analyze factors driving plan costs, including use of pharmacy, stop loss, population insights, and benchmarking comparable organizations.
17. Review annual contract documentation for accuracy. This occurs in November for medical, dental, vision and other renewals beginning January 1, and in May for contracts renewing for new fiscal year July 1.
18. Review for accuracy summary plan documents (SPDs) and administrative services agreements (ASA) by January 1 of each year.

19. Provide updates and benefits education on relevant topics throughout the year.
20. Provide updates and recommendations on new legislation impacting benefits.

3.3.2. Term of Contract:

The term of the contract shall be from the effective date through **December 31, 2025**, with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

3.3.3 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Chief Procurement Officer
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **25 pages** (single-sided), inclusive of all exhibits, attachments or other information.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications (30 Points):

1. Describe the company and the company's ownership structure.
 - Provide a simple chart showing the structure of your organization, including where and how the benefits broker business fits within your company model.
 - State whether the firm is a local, national, or international firm and include a brief description of the size of the firm.
 - Provide information on your organization and how long you have been in business.
 - Describe any significant changes to structure or leadership, specifically within the benefits broker business, in the past three years, or any anticipated changes in the foreseeable future.
 - Disclose any current and pending litigation, sanctions or administrative actions against your firm, including any affiliate companies, in the past five years.

2. Please include the biographies, credentials, and experience levels of the team that will serve us.
 - Predict the long term ability of the team to build long-term relationships with the plan sponsor, and disclose upcoming changes such as retirements or mergers.
 - How is the performance of each account team member evaluated?
 - How does their performance impact compensation?
 - Does the sponsor have any input in the process?
 - What distinguishes you from other firms providing similar services?

3. In the past 5 years, what benefits broker services have you provided to similar public entities (county, city, regional, or special district governments with about 2000 employees and 5500 covered lives?) Include examples of successes with other clients in union environments, and specific ways that health plan costs were managed.

5.3. Scope of Work (45 Points):

1. Specifically describe how you would meet the requirements in section 3, Scope of Work.
2. What are the services the brokerage firm provides to the plan sponsor to shape strategy and manage an employee benefits program? Please provide a sample of the materials and/or report summary sheets that you use as a part of your regular reviews.
3. What tools, resources and strategy would you give to Clackamas County to stay compliant with legislation at a local, state and federal level?
4. What knowledge, experience, tools, services and/or methods do you have for improving health outcomes and cost containment strategies?
5. What tools or methods do you use to determine whether Clackamas County's benefits renewal proposals are competitive with similar organizations?
6. Describe the technology tools you use and any you make available to your clients and if there are plans in place to enhance your current technology/tools.
7. Do you provide premium rates for Retirees and imputed income calculations? Do you provide an annual summary report of updated rates for all plans? If so, please provide a sample page of rates.

5.4. Fees (25 Points):

Proposals shall be on an annual flat fee for the benefits broker services described. Include a fee schedule. Fees should have a not to exceed fee basis.

Describe what your proposed policy would be on receiving commissions or other sources of income you may receive in connection with services provided to Clackamas County and how it would be disclosed.

Describe whether you provide a Performance Guarantee and if so, provide a sample copy.

List, describe, and include the additional cost of additional related services not included in the Scope of Services that you anticipate might be used by or add value to Clackamas County Benefits.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
#2020-38 Employee Benefits Broker

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

**EXHIBIT C
VENDOR'S RESPONSE**

A large, colorful hot air balloon basket is suspended in the air, viewed from below. The basket is made of woven material and has a dark, rectangular opening at the bottom. The balloon's envelope is visible in the background, featuring vibrant stripes of yellow, red, purple, and green. A bright flame is visible at the top of the basket, where the burner is located.

Taking Benefits to **New Heights**

June 3, 2020

Clackamas County

Request for Proposal (RFP) #2020-38
Employee Benefits Broker Proposal

welcome to brighter

Proposal policy

Mercer Health & Benefits LLC (Mercer) is delighted to respond to the Request for Proposal (RFP) for Employee Benefits Broker Services for Clackamas County (“the County”).

Our principal aim is to demonstrate throughout our response that we understand your requirements and that Mercer is best placed to deliver the services required. We have structured our response using the format described within your RFP. All supporting material has been included in the Appendices.

We trust that we have provided all the information you require at this stage. We would be happy to answer any questions or provide any further information you may require. We also look forward to meeting with you to discuss our proposal in more detail during the finalist presentation. All questions regarding this submission can be directed to Keith Storie.

This proposal, submitted by Mercer in response to the RFP for Employee Benefits Broker issued by the County on April 27, 2020, contains confidential, trade secret and proprietary information to Mercer. By accepting this proposal and any attachments and supplements, the County agrees that:

- **This proposal is subject to contract and valid for 90 days from submission.**
- **The information herein is considered confidential information of Mercer and shall be used solely to facilitate the County’s evaluation of this proposal, and for no other purpose without Mercer’s written consent.**
- **The information shall be disclosed only to those the County employees who have a need to know due to their involvement in the evaluation of this proposal.**
- **The information shall not be disclosed to any third party, unless that party has been retained by the County explicitly to evaluate responses to this RFP, has an obligation to the County to maintain the confidentiality of such materials, and then, solely for such evaluation purposes.**
- **The information shall not be altered or modified in any way by the County.**

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Executive summary

Mercer is pleased to have the opportunity to be retained as Clackamas County's Employee Benefits Broker. Mercer has partnered with the County for over 30 years and has consistently worked hard to deliver on all expectations. We hope our commitment to you and your employees shows in our delivery of services.

Our Team

Included in the proposal is a partial list of accomplishments that your Mercer team has helped to deliver. We are proud of the work we've done on your behalf.

In the last two years Mercer further diversified our Clackamas County team to bring fresh ideas and energy to our longstanding relationship. The team remains invested in the County interests and stays abreast of what is happening within the County. We receive the Clackamas County email newsletter and attend State of the County forum events.

Our Experience in the Public Sector

As the consultant of choice to 190 public sector clients nationwide, including over 12 public sector clients in Oregon, the Mercer team is well versed in public entity challenges, culture, workforce, competitive landscape, and proven solutions. Public sector references are included in the proposal.

Our Resources

As the largest benefits consulting firm in the U.S. and Oregon, with an office located in Portland, we bring significant local market knowledge, leverage and expertise as well as access to Mercer consultants across the country. This access keeps our clients informed about the latest trends in benefits, as well as unique approaches to health care cost management being utilized by public employers nationwide. With health care reform and continued efforts by state legislators to change the structure of benefits delivery for public entities, it is more important than ever to remain aligned with a firm that understands both the national and regional implications of federal and state legislation.

COVID-19

COVID-19 has been a catalyst for significant change in the way we work. Agility will dominate the discussion as organizations like the County begin to take steps to simultaneously rebound and drive reinvention. Maintaining this momentum for change, inadvertently caused by COVID-19, is an opportunity to focus on the ways we can bounce back stronger, together.

Mercer remains at the forefront of COVID-19 advice and support, assisting our clients and working with our vendor partners. We have provided the County with timely news and analysis related to the pandemic, including frequent webinars and weekly COVID-19 updates. We developed resources on topics such as access to virtual health when it's not possible to visit the doctor in person; workforce education about coronavirus; advice on flexible working, maintaining productivity, and returning to the workplace; and a series of spot surveys of clients on coronavirus which is shared with our weekly updates.

An example of how our COVID-19 experience specifically benefited the County is when we provided empirical evidence to Providence clinicians to reverse their initial stance against covering radiologic diagnostic testing for the virus. We also worked with Kaiser and Providence to classify the County's 911 operators as first responders to gain access to diagnostic testing through the health plans.

Our Pricing

Our proposed compensation is based on our experience working with other public sector clients and our understanding of Clackamas County's expectations for an experienced, broad, and highly capable team. Our compensation is based on the specific work, level of practitioner, and volume of activities based on historical patterns as well as assumptions about work required in the future. We would be happy to revisit both scope and fees with the County.

The Future Starts Now

We strive to continue our partnership with the County and help you:

- Evaluate your opportunities within the changing healthcare marketplace and chart a clear strategy for moving forward.
- Use game-changing tools to guide your decision-making and identify innovative, yet implementable, new approaches.
- Manage rising costs and looming deadlines and balance the varying needs of your multigenerational workforce.
- Navigate the new delivery options, unprecedented market consolidation and explosion of innovation within the benefits marketplace.

With a focus on quality and compliance, we will help you achieve your cost targets while delivering a high-quality benefits program your employees will value today and well into the future.

1 Proposer’s general background and qualifications

Describe the company and the company’s ownership structure.

[Mercer](#) believes in building brighter futures by redefining the world of work, reshaping retirement and investment outcomes, and unlocking real health and well-being. Mercer’s more than 25,000 employees are based in 44 countries and the firm operates in more than 130 countries. Mercer is a business of Marsh & McLennan (NYSE: MMC), the world’s leading professional services firm in the areas of risk, strategy and people, with 76,000 colleagues and annual revenue of \$17 billion. Through its market-leading businesses including [Marsh](#), [Guy Carpenter](#) and [Oliver Wyman](#), Marsh & McLennan helps clients navigate an increasingly dynamic and complex environment. For more information, visit www.mercer.com. Follow Mercer on Twitter [@Mercer](#).

While Mercer serves clients around the world, we are also right next door. In the US, we are licensed to do business in all 50 states and provide services from more than 60 offices including Portland. We take pride in our ability to offer the County local delivery through a local team that understands the needs of you and your organization.

Provide a simple chart showing the structure of your organization, including where and how the benefits broker business fits within your company model.

At Mercer, we operate through an organizational structure with three components: businesses, regions and functions. Our structure enables our people to work together in the most effective way — combining global and local points of view and solutions bringing consistency to our services and operations across the world and achieving efficiencies and innovation in our operations.



Our market leadership teams represent the full scope of our capabilities and support our consultants in providing integrated, unified solutions.

Our Health & Benefits Consulting business is one of the industry’s largest groups of experts helping employers and employees with their benefits needs. To our knowledge, we are the only business to house a complete set of advisory and transactional services for every segment of the marketplace.

We can seamlessly deliver a broad range of services in a cost-efficient manner, addressing different needs for various types of clients and situations and eliminating the need to manage multiple firms. We have

resources not only in all conventional areas of health and benefits plan brokerage and consulting, but also specialty consulting practices that focus on the details of complex areas such as health and productivity management, global benefits, vendor performance, wellness program development, actuarial support and pharmacy management.

State whether the firm is a local, national, or international firm and include a brief description of the size of the firm.

Mercer is an international firm, but our local office is located in downtown Portland, approximately 17 miles from the County. The Portland Mercer office has 45 employees, including generalists, actuaries and specialists in Compliance, Pharmacy, Health Management, Absence & Disability Management, Innovation, Data Analytics, Retirement Plans, Compensation and Rewards and Communications.

Provide information on your organization and how long you have been in business.

Mercer has been providing brokerage and consulting services for more than 70 years. The Portland office has been providing services for close to 50 years in the local marketplace. The average tenure of the consultants in the Portland office is approximately 15 years.

Describe any significant changes to structure or leadership, specifically within the benefits broker business, in the past three years, or any anticipated changes in the foreseeable future.

At Mercer and at our parent company, Marsh & McLennan Companies, changes in leadership and management occur from time to time. These changes, however, do not detract from our mission to help our clients optimize the value of their human and financial resources and enhance the health, wealth and quality of the global workforce. There has been consistency and stability at the very top of our organization with the President and CEO of Marsh & McLennan Companies, Dan Glaser leading the way since 2007 (13 years).

For additional information, please see the [Marsh & McLennan Companies Annual Report](#).

Disclose any current and pending litigation, sanctions or administrative actions against your firm, including any affiliate companies, in the past five years.

In the ordinary course of business, Mercer is involved with litigation and other legal proceedings, investigations and inquiries, some of which are conducted on an industry-wide basis. Details regarding certain outstanding legal proceedings pertaining to Mercer and its affiliates are disclosed in the public [Securities and Exchange Commission filings of Marsh & McLennan Companies](#), Mercer's ultimate parent company.

Please include the biographies, credentials, and experience levels of the team that will serve us.

Just as they do today, your Mercer team members will continue to help ensure the County's success in a rapidly changing healthcare environment. These team members have more than **100** combined years of benefits expertise and deep knowledge of technical expertise and tactical management skills to help you meet your goals and organizational requirements. Resources in our Portland office will be available to respond swiftly to your day-to-day needs and meet with you in person as needed. As your Relationship Manager, Keith Storie will continue to ensure your full satisfaction with our services and will be a central, overarching point of contact. **Keith will work closely with our core team members, including those listed in the table below.**

Team member	Role/responsibility	Experience
Core health team		
Keith Storie <i>Principal</i> Portland	Relationship Manager/Lead Consultant Responsible for seamless service delivery, monitoring team performance, providing problem resolution and ensuring quality control	<ul style="list-style-type: none"> • 33 years of experience • 5 years at Mercer • RHU, CPDM, FLMI, ALHC
Laura Bergerson <i>Principal</i> Portland	Co-Lead Consultant Responsible for the delivery of all health and benefits consulting services	<ul style="list-style-type: none"> • 30+ years of experience at Mercer
Joe Bober <i>Senior Associate</i> Portland	Financial Consultant Provides financial modeling and reporting for all insurance plans	<ul style="list-style-type: none"> • 26 years of experience • 21 years at Mercer • CEBS
Dani Herrst <i>Senior Analyst</i> Portland	Senior Analyst Executes all strategic decisions and serves as a day-to-day resource, with the guidance of lead and supporting consultants	<ul style="list-style-type: none"> • 2 years of experience • 1 year at Mercer
Kirk Czonstka <i>Office Business Leader</i> Portland	Executive Sponsor Ensures team members have access to the full breadth and depth of Mercer’s resources to meet Clackamas County’s needs	<ul style="list-style-type: none"> • 14 years of experience • 14 years at Mercer • GBA

Specialty resources		
Wade Symons <i>Partner</i> Portland	Compliance Specialist Advises employers on compliance and retiree medical issues associated with health and benefits plan design, reporting, plan governance and administration	<ul style="list-style-type: none"> • 21 years of experience • 17 years at Mercer • JD
Kendra Lofgren <i>Principal</i> Portland	Pharmacy Consultant Advises employers about pharmacy issues and provides strategic guidance and expertise	<ul style="list-style-type: none"> • 30+ years of experience • 1 year at Mercer • AMCP

Predict the long-term ability of the team to build long-term relationships with the plan sponsor, and disclose upcoming changes such as retirements or mergers.

Long-term relationships with plan sponsor

We are fully confident in our ability to continue growing our relationship with the County in insightful and innovative ways. Just as we have over the course of our 30-year relationship, we will continue to listen carefully to your needs, questions and feedback and provide the County with customized solutions and strategies to help ensure the success of your plans over the long term. There are no planned retirements of the team for the next decade and no planned mergers or acquisitions that we have knowledge of at this time.

Upcoming changes

Please see our response to the following question above: ***“Describe any significant changes to structure or leadership, specifically within the benefits broker business, in the past three years, or any anticipated changes in the foreseeable future.”***

How is the performance of each account team member evaluated?

Mercer colleagues are accountable for delivering results – and for doing so in the right way. Each year, all team members work with their respective people manager to set performance and development goals measured throughout the calendar year. Goals align a colleague’s work with our clients’ and Mercer’s objectives and give a manager a framework for coaching, recognizing and rewarding the colleague. By year-end, colleague ratings are determined based on achievements. Goals vary based on the career level of the colleague but generally contemplate client delivery and relationship management, vendor management, project management, innovation/creativity and people development.

How does their performance impact compensation?

To attract, motivate and retain the very best employees, Mercer utilizes a total cash compensation approach that encompasses base pay, incentive bonus and benefits. Each year, we review the performance of our employees based on the attainment of their professional goals and contributions to our overall business objectives. This annual review results in salary increases and bonus awards based on the level of performance of the individual, their teams and Mercer overall, as well as in consideration of internal equity and market value issues. Mercer employees are not compensated based on retainer fees, commissions, or other client revenue.

Does the sponsor have any input in the process?

The process of listening to the voice of the client, understanding it and then acting on it is a key element in improving customer experience. Gathering this information via the County’s feedback helps us understand what our clients expect of us as their partners, enabling us to take action to meet those expectations. We collect feedback from our clients in several ways:

- Client Experience Measurement (CEM) interviews - Kirk Czonstka completed the most recent CEM interviews with the County on March 5th, 2020 and February 12th, 2019.
- Regular client and Mercer team interactions.
- Requests for feedback throughout the course of each client project.

CEM feedback, client satisfaction and client retention results are amongst several metrics contemplated when defining colleagues’ performance ratings and annual compensation changes. However, the County does not have any direct input on Mercer employees’ compensation.

What distinguishes you from other firms providing similar services?

When it comes to health and benefits advisory services, we know that you have many options from which to choose. By partnering with Mercer, the County not only receives highly effective brokerage via purchasing power that garners the best deals in the marketplace, but also strategic consulting on innovative, compliant and easily administered plans that truly engage your employees. Our brokerage and consulting services and

unparalleled depth of supporting resources are scaled to help you maximize the return on your benefits investment and provide optimal value for your organization — all through a highly-customized, high-touch approach designed to meet your unique objectives.



The Mercer difference

	Best of both worlds		Deep bench		Mercer muscle		Innovation that fits
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“This information (diagram) constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Best of both worlds

Our core team members are **based locally** in Mercer’s Portland office for easy, in-person access when needed. They are well versed in the local market — and vendor marketplace. We use our proprietary Strategy for Action approach to develop a multi-year benefits strategy aligned with your financial objectives, guiding principles, overall reward programs and resource considerations. The result is a clear, integrated strategy that minimizes risk today and takes advantage of opportunities in the future. We will monitor your strategy against the changing benefits landscape, the continued impact of healthcare reform and your evolving needs.

The commitment, experience and proactivity of our **local team** is enhanced by the expertise, intellectual capital and thought leadership of our **national firm**. Together these powerful strengths deliver big results for our clients in every segment of the marketplace.

Deep bench

To help our clients achieve their benefits goals, our health consultants are supported by a deep bench of subject matter experts. They include:

Specialty groups		
Actuarial and financial	Managed pharmacy	Special risk
Data, technology and analytics	Performance audit	Stop loss
Life, absence and disability	Regulatory resources	Total health management

With these resources, we will help you develop a thoughtful, relevant benefits strategy for your toughest challenges.

Mercer leverage

Our position as one of the world's largest benefits brokerage/consulting firms gives us a **leading market share** with nearly every major group carrier and national administrator. This gives the County unparalleled access to the benefits market — enabling you to reap maximum value from the dollars you invest in your plans.

Our team will tap into Mercer's **Carrier Relations group**, which leads several programs to maximize vendor engagement. This includes our **Service Provider Program**, an arrangement with more than 50 vendors through which clients can access supplemental, advantageous services and products.

You can also maximize purchasing power through Mercer's **stop loss coalition**, which provides access to cost-effective stop loss coverage and an opportunity to share in the profits of the coalition vendor.

Innovation that fits

When you work with Mercer, you will find innovation reflected in our everyday culture. With our unique expertise and leverage, we ensure that the latest ideas are presented to the County. We will continue working with you to help you seize opportunities and guide your organization and people toward a better future.

Our **Center for Health Innovation (CHI)** is a testament to our commitment to innovation. Leveraging our industry-leading research and collaborating with our clients, Mercer consultants and other stakeholders, CHI team members develop and deliver innovative, market-leading solutions that are relevant to all employers. They also conduct market research and analysis to identify innovative start-ups and vendors that hold the potential to transform health and well-being strategies and programs in a meaningful way.

In the past 5 years, what benefits broker services have you provided to similar public entities (county, city, regional, or special district governments with about 2000 employees and 5500 covered lives?) Include examples of successes with other clients in union environments, and specific ways that health plan costs were managed.

Mercer has had the privilege of serving every County in the Portland-Vancouver metropolitan within the last decade. Currently we serve Clackamas County and Multnomah County and similar public entities like PEBB (Public Employees Benefit Board), TriMet and Portland Public Schools (School District No.1 Health and Welfare Trust). The health plans are managed to the specific needs of the client but are not that dissimilar to the County's. For instance, Mercer assisted the School District Trust in converting from a fully insured plan with Providence to a self-insured program, adding stop loss coverage and un-grandfathering their remaining grandfathered plans. This occurred near the end of the year, following bargaining, and despite the rapid call to action, the transition was flawless in execution for a January 1st effective date.

Mercer carved ESRD (End Stage Renal Disease) coverage out of TriMet's self-insured medical program and structured it as a standalone program with claims administered by a separate TPA. Had we kept it embedded with their current carrier, their costs would have increased five to six times what they had been paying. The cost increase was due to the unfavorable contract the carrier entered into with the dialysis providers. This innovative approach is projected to save TriMet millions over time and is likely to significantly reduce the impact on their stop loss level, experience and rates. In fact, we will be negotiating a rate credit with their stop loss carrier for this liability reducing action. Year after year, ESRD ranks as the third highest condition (behind cancers) impacting stop loss reimbursements.

For PEBB, we persuaded Moda to create their own custom-built concierge and advocacy platform. Moda contracted with various point solutions such as Livongo, Virta (diabetes prevention), Meru (behavioral health), and Cirrus (telemedicine). Moda acts as a single front door for all of these point solutions as well as PEBB's custom patient-centered medical home primary care model. This model exhibits the benefits of a connected ecosystem of member support.

We introduced diabetes management point solutions to Multnomah County for consideration due to their discontent with their carriers' Disease Management program. We are performing a pharmacy audit to identify weaknesses with their current carrier. Education and communication is the primary focus currently and we are assisting the County with those efforts.

In addition, we have successfully implemented HDHP's (High Deductible Health Plans) for public entity clients end to end, including plan design, ACA adherence, eligibility refinement, communication and education campaign design and execution, etc.

Budget constraints are common in the public arena, we worked with the respective medical carriers to provide pharmacy rebate payments in cash rather than credits against claims, in an effort to assist our clients to fund benefit related cost containment initiatives. This proved to be an innovative approach that was new to our clients and the carriers.

“This information (clients and client work) constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

2 Scope of work

Specifically describe how you would meet the requirements in Section 3, Scope of Work.

Mercer has exhibited the ability to perform all requirements as outlined in Section 3, Scope of Work over the course of time, in our long-standing relationship with the County. We will continue to expertly utilize best practices and processes like our **Five-Step Consulting Process, Strategy for Action framework** and **Strategic Placemat** to develop, test and deploy a **Multiyear Plan** that satisfies your goals and addresses your current and future workforce challenges. All the while, we will supplement this with recommendations and points-of-view on how the County can boldly shape its future workforce.

What are the services the brokerage firm provides to the plan sponsor to shape strategy and manage an employee benefits program? Please provide a sample of the materials and/or report summary sheets that you use as a part of your regular reviews.

Using Mercer’s proprietary **Strategy for Action** framework, we will continue to partner with the County to develop integrated, effective multi-year health and benefits strategies that align with your specific financial objectives, broad resource considerations and fundamental guiding principles. The integrated Strategy for Action planning process includes the elements described below, tailored to your preferred operating style.

STEP	ACTIVITIES
Understand Your Current State	Review the objectives and vision of key stakeholders, discuss performance, compare your program to relevant benchmarks, and evaluate key measures as a part of a benefits optimization review
Review the Current Environment	Explore key environmental influences and emerging market trends. Assess the “Vitals for Change” — actions every employer can take to help drive change in the healthcare environment
Evaluate Options	Examine the feasibility/fit of strategic options based on your objectives, the financial impact and your resource considerations
Deliver Strategy	Finalize multi-year roadmap with stakeholder-ready strategy and analysis

We will collaborate with you to help ensure that your multi-year strategy and roadmap are:

- Customized to your unique organization and talent strategy considerations
- Reflective of key stakeholder input
- Technically rigorous and sound
- Executable
- Flexible — to respond to dynamic market conditions
- C-suite ready

Key highlights of our proprietary Strategy for Action process include:

- **Inputs:** We will work with you to either validate or refresh current guiding principles or to establish guiding principles to document your key objectives and needs. We will continually test future considerations against these guiding principles. We will also conduct a comprehensive review of the external environment and a baseline benchmarking analysis to establish the appropriate foundation for the strategy.
- **Strategic Modeling:** We will evaluate potential strategic options for the County, as we work to help you manage costs, improve the experience for your employees, and optimize your design and administration. We will consider the financial and talent impact of various paths/scenarios, as well as test them against your guiding principles to confirm the right path forward.
- **Outputs:** At the end of the strategic process, the County will have a multi-year roadmap that we will implement and execute together, as well as a C-suite ready deliverable that demonstrates the thoughtfulness and due diligence of the HR/benefits team in mapping the right strategic course for the County against the backdrop of industry transformation.

Once the County's core strategy is defined and delivered, our team will partner with you to implement, review and revise goals on a continuous basis to ensure your health and measurement objectives are achieved and recognized by your employees and the broader market.

In addition, we will flex as situations dictate within the County. A perfect example of this occurred when our proposed strategic roadmap and multi-year plan were shelved in our recent annual strategy and planning meeting. The more pressing issue where we could better serve the County was to assist the Benefits Division with their budget alignment needs. Mercer's Financial Consultant team member, Joe Bober, was instrumental in working with the Benefits Division to produce a fiscally sound benefits budget and policy guidelines to ensure plan stability now and into the future. Joe is viewed as a credible subject matter expert by the BRC, particularly during the difficult benefit renewal the County experienced in 2016.

Samples of our Strategic Placemat and Multi-Year Plan are included in Appendix C of our response.

“This information (planning strategies) constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

What tools, resources and strategy would you give to County to stay compliant with legislation at a local, state and federal level?

We help our clients take action today for a better tomorrow. We will work with you to meet your employees' needs, while navigating the legal requirements of your benefits programs. With approximately 25 lawyers and regulatory specialists, our **Regulatory Resources Group (RRG)** delivers technical and regulatory compliance support, tools and services to make sure your employee benefit plans are efficient, effective and compliant with regulations.

We are fortunate to have Wade Symons, Mercer's national RRG leader housed in our Portland office. The County's Benefits Division is one of our most active client's utilizing his services. Wade also leads our annual Legislative Update Seminar. The seminar is a client interactive program providing the latest need to know legislative updates on both a national and local level, with lively discussion and Q & A. We are always pleased to see and welcome Jason Morrill as a regular attendee on behalf of the County.

The following services are included within the core services engagement:

- Local seminars and webinars led by our Portland-based ERISA attorney, Wade Symons.
- Resources and advice on the ACA, COBRA, HIPAA, USERRA, ERISA and the Tax Code. We have recently supported the County on projects related to COBRA and USERRA notices.
- Information on current or proposed legislation or mandates including healthcare reform
- Other optional services include:
 - Diagnostic and comprehensive compliance reviews
 - Plan document and summary plan description drafting
 - Communications, notice distribution and wording, and other disclosure issues

In addition, our RRG coordinates closely with our L&P group to determine how current and proposed regulations may affect your organization. In this way, we help you to see the whole picture and design your benefits to meet today's requirements while working toward what's next.

National Guidance

Mercer's **Law & Policy Group (L&P)** is a team of 13 lawyers, actuaries and technical experts who analyze health, wealth and legislative, regulatory, judicial and government relations issues. We have the insight, relationships and experience to provide expert analyses on federal and state benefit and leave laws, including relevant tax, actuarial and accounting issues, health and welfare plans for active and retired employees, healthcare reform, retirement plans — including qualified defined benefit (DB) and defined contribution plans and nonqualified deferred compensation plans — and voluntary benefit programs.

In addition, the L&P develops leading-edge intellectual capital — like GRISTs (Government Relations Information Systems Terminal) and the monthly Global Legislative Update — valued by Mercer consultants and clients alike. Our collaborative process results in a final product unmatched by any of Mercer's competitors, providing concise and "reader-friendly" articles that highlight relevant information, analyze legal issues and give specific action steps or considerations.

What knowledge, experience, tools, services and/or methods do you have for improving health outcomes and cost containment strategies?

Improving Health Outcomes

One of the first and most basic no or low cost opportunities for improving health outcomes is to take full advantage of the existing vendor services. This is achieved via improved employee engagement by creating greater awareness of available programs, education, regular communication and word of mouth. There are often vendor wellness dollars that are available to the County. The County has done a good job of taking advantage of those offerings in the past.

The depth and expertise of our Total Health Management (THM) solutions differentiate Mercer and make us a leader in assisting employers with wellness/health improvement-related initiatives and providing a comprehensive approach to total health management.

We consider the following as factors critical to the success of a THM strategy:

Data-driven and client-centric solutions that meet your needs more quickly and effectively

Employee engagement in health and programs

Strong clinically-focused care management system, particularly for those who have the most significant health needs

Work environment (policies and work practices) for employees that supports optimal health

Greater integration among health management functions and resources; elimination of redundancies and mixed messages

Managing health as a business strategy that affects business results; Mercer has the expertise to evaluate progress and continuously improve, using measurement to drive change

Innovative solutions: The health management and health IT space is constantly evolving. Mercer's dedicated Center for Health Innovation (CHI) group keeps current on and constantly evaluates new solutions and strategies developed and deployed in the US and globally

We have extensive experience helping employers build cultures of health and implement programs and campaigns to create accountable health consumers. We know that even the best THM strategy will not achieve results without:

- Endorsement and support from executive and board leadership.
- Easily understood programs tied to meaningful incentives.
- Committed vendor and consulting partners to help guide the program and ensure success.
- Targeted and ongoing communication and education.
- Ongoing measurement of results and adjustments to optimize program.

Our deep experience in developing wellness and total health management plans for clients of all sizes has helped us develop a variety of programs and related offerings. To assist our clients in these efforts, Mercer constructed a solution with the following aspects:

- We use a defined process and various tools to assist clients in the development or expansion of a wellness initiative.
- The solution is designed to be Mercer-led but "client-driven." It's your wellness/total health management program, not ours, and as a result, is more likely to be successful.
- Our process uses samples, examples and descriptions of strategies used by companies implementing successful wellness initiatives; it relies heavily on proven industry best practices.
- It's designed in a modular format and priced to keep cost manageable and maintain pricing flexibility.
- We ensure that our solution is sensitive to specific client needs, and can be delivered by local office/market resources, bringing in national experts when needed.

Cost Containment

To ensure that you are spending your benefit dollars efficiently, we review and consider a number of factors. We work with you to define cost and value, recognizing health plan benefits impact wellness, which can impact absenteeism and productivity.

Possessing intimate knowledge of the County's vendor partners and having a direct line of sight with their leadership has helped us achieve preferred and exclusive vendor pricing, solutions, contracting, and other advantages that benefit the County, contributing to their cost containment. For instance, we know the County's self-insured medical plan under Providence Health Plan (PHP) has a very favorable provider contract when it comes to ESRD (End Stage Renal Disease), which as we stated previously, is one of the most costly conditions impacting health plans and the respective stop loss reimbursements. In addition, Mercer has closely examined PHP's pharmacy program and found it to be the most transparent in the local marketplace and advantageous to the County, with true pass through rebate payments. This means greater benefit revenue return to the County.

Recent examples of cost containment success we have achieved on behalf of the County include:

- Transitioning the County from fully- insured to self-insured in 2015. This conversion helped the County save on state premium and ACA-related taxes over time, while enjoying the surplus when claim experience is under budget. These gains would not have been realized if the County remained under a fully insured arrangement.
- MetLife 2020 renewal savings of approximately \$34,000. The initial life renewal was a 20% reduction and Mercer negotiated a 30% reduction based on our underwriting analysis.
- Optum Stop Loss renewal savings of \$415,299 in 2017 and \$192,331 in 2019 due to Mercer negotiations. The average stop loss renewal increase for the 2017 – 2020 renewals was 7.0% when most in the marketplace are double digit increases.
- Optum has an experience refund endorsement provision in their contract and Clackamas County has received the following experience refunds:
 - ✓ 2016: \$47,788
 - ✓ 2017: \$284,783
 - ✓ 2018: \$190,272
 - ✓ 2019: Pending

“This information (cost containment strategies/ideas/results) constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Even when we receive a vendor rate hold or reduction of rates (refer to the MetLife example above), Mercer is not content to auto-renew as many of our competitors may be inclined to. We go the extra mile to perform careful analysis to ensure the renewal is fair and advantageous to the County.

Given the new COVID-19 environment, we anticipate and are already seeing a greater adoption rate of virtual health services. The general population has had no choice but to embrace this technology while dental, medical and behavioral health facility access has been limited. The rising growth of this technology is a cost containment feature we see the County and their members taking full advantage of moving forward. Mercer will be there to assist in this effort.

We have discussed a variety of cost containment programs and ideas with the County, including stay at work and return to work programs, absence management, chronic condition point solutions, fiduciary audits, and other strategies and solutions to help achieve Performance Clackamas goals/objectives to improve overall population health. We are ready to mobilize any of these programs and resources when the time is right, so long as it is in alignment with the County's strategic initiatives, objectives and bandwidth.

What tools or methods do you use to determine whether County's benefits renewal proposals are competitive with similar organizations?

Mercer's health benefits research

Mercer maintains a four-person team dedicated to conducting survey research on employer-sponsored health benefits. In addition to conducting the nation's largest and most authoritative annual survey, we conduct frequent "hot topic" surveys to help our consultants and clients stay on top of the latest developments in the field. For example, we have conducted surveys on healthcare reform every year since 2009. Other recent surveys have collected detailed information on onsite health clinics. We also collaborate with the Health Enhancement Research Organization to conduct the ongoing HERO Health and Well-Being Best Practices Scorecard in Collaboration with Mercer®.

Mercer's National Survey of Employer-Sponsored Health Plans

Established in 1986, Mercer's National Survey of Employer-Sponsored Health Plans is the nation's largest, most authoritative annual survey on the topic of health benefits. It provides comprehensive data on employer health plan offerings and cost, as well as detailed plan design information for PPOs, HMOs, and consumer-directed health plans (CDHPs). Employers are asked about a broad range of cost-management strategies, with a focus on consumerism and employee wellness programs. With this information, we can analyze the effect of various strategies on cost. The survey includes separate questions on retiree medical benefits.

The survey uses a national probability sample of US employers with 10 or more employees (including local and state governments) stratified by employer size and region to ensure a representative mix of employers. Each year around 2,500 employers participate.

Because the database is so large, it is a powerful benchmarking resource. Mercer has developed a number of standard benchmark groups that employers can use to compare their programs to meaningful industry, size or geographic norms. We can also prepare custom analyses to your specifications. Our benchmarking tools are described below.

Benchmark reports – compare your program with those of your peers

This powerful report provides meaningful norms against which you can compare your health benefit program's cost and design features. The report provides over 100 key survey results broken out for employer groups that you select. You can choose custom groups based on any combination of industry, location and employer size, or a handpicked group of companies selected from our list of participants (any group must contain 10 or more employers to protect data confidentiality).

For example, a county government might ask to see results for:

- A group of 10 or more peer counties selected from the list of participants.
- All government employers in Oregon.
- All government employers with 500 or more employees nationwide.

Benchmark data can be provided for 45 industry categories and eight employer size groups, as well as by the four census regions, most states and many large cities.

Mercer's Survey on Absence and Disability Management

Demonstrates employer initiatives that have reduced costs and improved administrative efficiency through strategies for incidental absence and disability management, vacation plans, paid time-off banks, sick leave plans and disability benefits.

The Mercer team also relies on our vast industry experience. We compare the County to our local book of business. We also have conversations with our peers and leverage the insights shared and vendor concessions achieved with other similar clients, to benefit the County. We recognize that we can draw comparisons to a point, but also realize the County is unique with regard to their benefits, CBA's, contributions, culture, needs, etc.

Describe the technology tools you use and any you make available to your clients and if there are plans in place to enhance your current technology/tools.

Your consulting team will access and utilize a variety of proprietary tools to provide insight and guidance to the County throughout the term of our engagement. Our top priority is to help you improve the well-being of your organization and the lives of your employees through actions you take today.

To make smart decisions, you need relevant data and analysis that lets you see the whole picture. We provide these insights through our full range of health and benefits tools (over 30), including modeling and valuation tools, surveys, data warehouses, benchmarking studies, information portals and databases. The following represents some of those tools we may use through our partnership with the County.

- **Client Experience Reporting Tool (CERT).** A financial tracking tool developed for self-funded clients, it provides a comprehensive overview and dashboards of plan (medical/Rx, dental, vision) performance in various key areas, enabling us to track plan performance on a monthly, quarterly and semi-annual/annual basis.
- **Standard Mercer Rating Tool Enhanced Rating (SMRTER).** Supports the budgeting and renewal process for both self-funded and fully insured health plans by evaluating and projecting health plan costs.
- **Incurred-But-Not-Paid (IBNP) Valuation Model.** We use the IBNP valuation model to value unpaid claims liabilities. The model estimates a client's IBNP liability at a given valuation date and can also project that liability to a later date (if needed). Historical claims payment patterns (as exhibited in claims lag triangles) are extrapolated and adjusted for seasonality and trend to estimate ultimate incurred claims. While providing a fair amount of flexibility in setting assumptions, the IBNP valuation model ensures that our consulting actuaries use a consistent platform for calculations and consider all of the IBNP liability components.

- **MedPrice.** Accesses a national database of more than \$5.7 billion in covered claims data from our clients, developing relative values by re-pricing claims based on underlying data and specific plan designs.
 - **ASO Fee Benchmarking Tool.** Benchmarks administrative service only (ASO) fees relative to employers with a similar basket of services. This robust database provides benchmark data for more than 1,000 organizations across the US and includes data on base ASO fees, as well as fees for utilization review, pharmacy, banking, nurse line, behavioral health, dental, vision and many other common administrative fees.
 - **Claims Risk and Fluctuation Tool (CRAFT).** Measures variability of health plan costs, simulates your annual health claims spend, illustrates the variability of annual claims, provides a suggested claims fluctuation margin for budgeting, and performs self-funding versus insuring analysis.
 - **Health Care Reform Models/Tools.** Quantifies the financial impact of healthcare reform, including fees, Grandfathered Health Plan Cost-Sharing and various measurement and pricing strategies.
 - **Medical Network Provider Contracting Analysis (NetPiC).** Presents negotiated health plan provider fees on a comparable basis, by analyzing fee arrangements between providers and the largest US health plan vendors.
- Dental Network Provider Contracting Analysis (NetPiC).** Helps us evaluate provider contracts with the major carriers, in specific regions and across the US, on a normalized basis — with a disruption analysis to compare network use across vendors.
- **Stop Loss Pricing Model.** Provides one data point for a client regarding potential large claim activity and the cost associated with stop loss coverage.

We constantly evaluate, evolve, and innovate our tools and technology to meet the demands of the market, competitors and most importantly, our clients. Internally, many of our colleagues develop tools that have allowed them to solve a client problem or help them work smarter. They then share these tools via our enterprise wide community forums, local market meetings with peers and other means.

“This information (technology tools) constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Do you provide premium rates for Retirees and imputed income calculations? Do you provide an annual summary report of updated rates for all plans? If so, please provide a sample page of rates.

Yes, Mercer can provide the County with separate premium rates for retirees as well as imputed income rates for domestic partners. This is a routine part of our annual rate development during the renewal process. As we do now, we can also provide a summary report memorializing the final decisions, plan changes, rates and contributions for the coming plan year. A sample can be found in Appendix C of our response.

4 References

Provide at least three (3) references from clients your firm has served similar to County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

We anticipate that most of the clients we work with today will be the same clients we will work with tomorrow and in the weeks, months and years to come.

As requested, we have provided references for three current clients similar to the County in terms of size, sophistication, represented and non-represented members, time commitment and common challenges. In consideration of our clients’ day-to-day responsibilities and busy schedules, we would like to let them know when to expect your call. Therefore, we request that you notify Keith Storie, before contacting the references provided.

Multnomah County, Oregon

Contact Information	Kelly Klein, Benefits & Wellness Manager 1501 SE Hawthorne Blvd., Suite 320 503-988-7619 Kelly.klein@multco.us
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TriMet

Contact Information	Heidi Vass, Manager, Benefits 1800 SW 1st Ave., Suite 300, Portland, OR 97201 503-317-1644 VassH@TriMet.org
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School District No. 1 Health & Welfare Trust

Contact Information	Ligena Hein, Director of Benefits 501 N Dixon Street 503-703-9674 lhein@pps.net
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“This information (clients) constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

5 Proposal certification

Proposal certification follows on next page.

PROPOSAL CERTIFICATION
#2020-38 Employee Benefits Broker

Submitted by: MERCER HEALTH & BENEFITS LLC, DELAWARE
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

Appendix A: Trade Secrets

- 1. What distinguishes you from other firms providing similar services.....PG. 9
- 2. Client success examples.....PG. 11
- 3. Scope of Work – Mercer’s Strategy for Action, etc.....PG. 12-13
- 4. Improving Health Outcomes and Cost Containment.....PG. 14 - 16
- 5. Mercer technology tools.....PG. 18 - 19
- 6. Fees and compensation.....PG. 20 - 21
- 7. References.....PG. 23
- 8. Work Samples.....Appendix C

Appendix B: Team Biographies

Keith Storie – Principal



Keith is a principal with Mercer Employee Health & Benefits in Portland, Oregon. He joined Mercer in April 2015 after 28 years working in employee benefits for several group life and disability vendors.

In his role as lead consultant, Keith helps his clients develop cost effective plan designs, evaluate funding and risk transfer alternatives, select appropriate vendors, identify outsourcing opportunities, consult on communication strategies and guiding principles to help them achieve short- and long-term strategic goals.

Keith works almost exclusively with public and government entity clients, including the School District No.1 Health and Welfare Trust, Clackamas County, TriMet and Medford School District. He enjoys working with labor and management trustees and Benefit Committees with their diverse backgrounds and perspectives.

Keith has earned the professional designations of Registered Health Underwriter (RHU), Certified Professional Disability Management (CPDM), Fellow Life Management Institute (FLMI) and Associate Life Health Claims (ALHC). He earned his Bachelor of Science degree from the University of Oregon.

Laura Bergerson – Principal



Laura is a principal with Mercer Health & Benefits business in Portland, Oregon. In this role, she is responsible for client account management and strategies for her clients' benefit programs. This entails establishing objectives/strategic planning, health plan design, financial structure, carrier/vendor negotiations, selection and implementation, education on health care trends, best practices, access to specialty practices, communication strategies, wellness/health management program development, and overall service delivery.

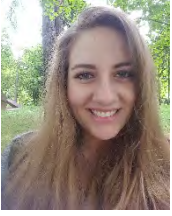
Laura has 30 years of experience in employee benefits consulting with Mercer and has worked with private and public employers of all sizes. She holds a BA in social science/secondary education from Western Oregon University.

Joe Bober – Senior Associate



Joe has been with Mercer for over 21 years and is a senior associate. He also spent almost five years as a risk manager in the private sector. He is located in Roseburg, Oregon. Joe has expertise in benefit strategy, small to large case underwriting, carrier negotiations, plan design strategy, and alternative funding arrangements.

Joe received a BS in Mathematics from Oregon State University and has received his Certified Employee Benefits Specialist (CEBS) designation.

Dani Herrst – Senior Analyst

Dani joined Mercer, but has two years of experience in the industry. In this role, she assists senior consultants with client communications, RFPs, data collection and report analyzation. Most recently, Dani has spent time at Nike within their Total Rewards Benefit COE as a Benefits Analyst assisting in benefits plan design changes. Before that she was in Legal Claims as a Workforce Coordinator at Epiq, working on interdepartmental organization and employee intake

Dani Received a BS in Marketing from Portland State University with a broad focus in advertising and communications.

Kirk Czonstka, GBA – Principal

Kirk is the Office Business Leader for the Portland office of Mercer Employee Health & Benefits serving Oregon and Southwest Washington. In this role, he is responsible for client management, business development, operational management and people development. He joined Mercer's Portland office in July 2018 after spending 12 years in Mercer's Philadelphia office.

Prior to this role, Kirk served in a variety of roles that included business development across Mercer's health, wealth and career lines of business, managing and evolving Mercer's national private exchange product offering, partnering with senior US insurance carrier leadership, and providing health and welfare program consulting to large and jumbo employers.

He joined Mercer in May 2006, following receipt of his BBA in Risk Management & Insurance from Temple University, where he graduated Magna Cum Laude. He is an active member of the Pacific Northwest ISCEBS board of directors.

Appendix C: Work Samples

Please refer to work samples in separate attachment.

“This information (Work Samples) constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Mercer Health & Benefits LLC

111 SW Columbia St # 500
Portland, Oregon 97201
www.mercer.com



**EXHIBIT D
FEE SCHEDULE**

Ms. Tamra Dickinson
Benefits and Wellness Program Coordinator
Clackamas County Human Resources
2051 Kaen Road, Suite 310
Oregon City, OR 97045

Dear Tamra:

Mercer is agreeable to the terms that Clackamas County proposed with selecting our Option 1 proposal from our RFP response and using the CPI metric tied to an increase in fee for years four and five of the contract, with a minimum of 1% and a maximum of 3%.

Effective Date	Year	Flat Annual Fee
1/1/2021	1	\$155,135.00
1/1/2022	2	\$163,300.00
1/1/2023	3	\$168,199.00
1/1/2024	4	*Year 4 will be a fee increase of Year 3, with a minimum of 1% and a maximum of 3% based on the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor
1/1/2025	5	*Year 5 will be a fee increase of Year 4, with a minimum of 1% and a maximum of 3% based on the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor

*Note: The Average of the calendar year is published with a time lag after December 31st. Therefore, the January payment in a new contract year may need to be an additional 1%, and trued up in February to account for the new rate in January and February.

Sincerely,



Keith Storie
Principal



Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

Board of County Commissioners
Clackamas County

Members of the Board:

Amendment No. 1 to the Contract between Tetra Tech, Inc.,
for Debris Monitoring and Management Services

Purpose/Outcomes	Approval of (1) contract amendment to increase the funding by \$228,000.00 for above project, and (2) associated Task Order for Tetra Tech, Inc., under the County’s debris monitoring contract, to provide coordination, monitoring and liaison services for the wildfire recovery debris removal process on the County ROW and on private properties approved for cleanup.
Dollar Amount and Fiscal Impact	The Amendment, at direction of the County Administrator, authorizes up to \$228,000. The proposed task order permits up to \$182,820 for debris monitoring services through August 15, 2021. Clackamas County expects to receive a 75% cost share in Stafford Act Public Assistance reducing the County’s net cost for service to \$45,700 for the task order, and up to \$57,000 if the fully authorized amount is spent. While the task order will save substantial staff time, we anticipate staff from our Debris Management Team will provide several hours per week in support.
Funding Source	Funding for this service will be split between Disaster Management (General Fund) and the County Road Fund each providing up to \$91,410 in the current task order, and a maximum of \$114,000. Costs billed by Tetra Tech will be allocated out.
Duration	The contract is an on-call contract through December 31, 2025
Strategic Plan Alignment	<p>1) How does this item align with your Department’s Strategic Business Plan goals?</p> <p>Work to support recovery by removing wildfire debris aligns with both the mission of the Disaster Management Department including disaster recovery, and Department of Transportation and Development’s mission to support disaster debris management and transportation safety.</p> <p>2) How does this item align with the County’s Performance Clackamas goals?</p> <p>Work to support recovery by removing wildfire debris helps to <i>ensure safe, healthy and secure communities</i> by removing hazards to public health, the environment, and the travelling public.</p>
Previous Board Action	Board has previously approved the Tetra Tech Debris Monitoring and Management Contract; BCC Agenda Item 060420 I E1

County Counsel Review	Andrew Naylor, February 2, 2021
Procurement Review	Yes. The contract amendment was developed by Procurement.
Contact Person	Nancy Bush (503) 655-8665 / Eben Polk (503) 422-1520

BACKGROUND:

Clackamas County experienced devastating wildfires in September 2020. Soon after the event, we issued Task Order #1 to Tetra Tech, Inc., our debris monitoring contractor, to assist with damage and debris assessment. The task order was successfully completed. As a result of the assessment work, the County identified an estimated 62 homes and 214 outbuildings that were destroyed on 110 properties. In addition, approximately 3,000 - 5,000 burned trees within the right-of-way of County roads require removal to prevent hazards to the travelling public.

As damage assessment concluded, the State of Oregon proposed a plan to perform debris removal on private properties, and eventually along local roads, covering the entirety of the removal contract costs. In an initial cleanup phase, the County declared a public health emergency relating to hazardous debris, and through a joint local, state and federal effort, hazardous materials were collected and removed at no cost to properties owners from many (but not all) of these properties. Through a unified approach approximately 60 property owners filled out Right of Entry (ROE) forms and requested PPDR assistance.

On October 26th, 2020 the Board authorized a letter to the State providing “Notice of Request / Intent to Conduct Debris Removal from Private Property in Clackamas County”. On October 28, 2020, Governor Brown issued Executive Order 20-60, identifying the Oregon Department of Transportation as the lead agency for statewide disaster debris efforts and authorizing ODOT to enter into contracts to perform the work. In turn, on November 20, 2020, the Oregon Department of Transportation, on behalf of the state, formally requested FEMA approval for public assistance in removing disaster debris from public and private property. These requests allowed FEMA to consider and approve public assistance funding for private property debris removal and hazard trees. These plans included state coverage of the 25% local cost share for debris removal.

The state’s commitment to funding debris removal contracts covers an estimated \$11 million in costs for debris removal in Clackamas County. Public assistance also subsidizes private property owners, allowing them to direct more insurance proceeds to other needs besides cleanup (such as rebuilding).

Task Order #2 (DM 02/15/21) provides for County field oversight by a highly qualified debris specialist (Field Liaison) and reduces time commitments currently borne by Departments of Transportation & Development, and Disaster Management. The Field Liaison will ensure that property owners on the Public ROW and on private properties have a contact who can help troubleshoot tree removal and/or PPDR activities, and maintain on-the-ground visibility into debris operations on behalf of the County. The Field Liaison will not direct debris removal activities but will attend coordination meetings and provide on-site field support as necessary.

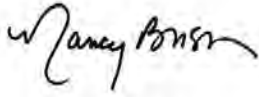
With Amendment #1, the County will increase the maximum expenditure under the contract by \$228,000.00.

Amendment #1 and Task Order #2 have been reviewed and approved by County Counsel and Procurement.

RECOMMENDATION:

Staff recommends the Board approve Amendment #1 to add additional scope of services, and funding of \$228,000.00, and authorize the Director of Disaster Management to proceed with the Task Order as outlined.

Sincerely,

A handwritten signature in black ink that reads "Nancy Bush". The signature is written in a cursive style with a large initial "N".

Nancy Bush
Director
Disaster Management

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH TETRA TECH, INC.,
FOR DEBRIS MONITORING AND MANAGEMENT SERVICES
Contract #2398**

This Amendment #1 is entered into between **Tetra Tech, Inc.**, (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **June 4, 2020** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Section 3. Consideration is hereby amended as follows:

On or about September 8, 2020, County declared an emergency as a result of wildfires. Pursuant to Article I, Section 2 of the Contract, County is amending the Contract to add additional funds to perform On-Call Work in response to the wildfire emergency. County will issue a Task Order detailing the specific On-Call Work Contractor shall perform.

ORIGINAL CONTRACT	\$ 20,000.00
<u>AMENDMENT #1</u>	<u>\$ 228,000.00</u>
TOTAL AMENDED CONTRACT	\$ 248,000.00

2. Additional Federal Terms & Conditions. The County intends that all or a portion of the consideration paid to Contractor for On-Call Work will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but no limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein. Contractor shall further comply with the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated by this reference herein.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Tetra Tech, Inc.

 02/02/2021
 Authorized Signature Date

Jonathan Burgiel, Business Unit President
 Printed Name

Clackamas County

 Chair Date

 Recording Secretary

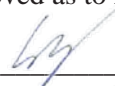
Approved as to Form:
 02/04/2021
 County Counsel Date

Exhibit A

ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means Tetra Tech, Inc., and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will 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. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.
6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers,

Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://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 E.O. 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. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement 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. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party

pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31

U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

February 2, 2020

Date



February 11, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approve Trail Easement Agreement Granted by Pedcor Investments to North Clackamas Parks and Recreation to provide for a Portion of the Future Phillips Creek Trail

Purpose/Outcome	Approval by the Board of County Commissioners (BCC) acting as the Board of Directors of the North Clackamas Parks and Recreation District (NCPRD) to accept an easement for the purposes of developing a portion (Section H) of the future Phillips Creek Trail—a trail outlined in the Phillips Creek Greenway Framework Plan which is part of the Clackamas Regional Center Area Plan.
Dollar Amount and Fiscal Impact	No fiscal impact at this time. The trail will be developed in the future after additional properties are acquired to allow for a continuous trail.
Funding Source	No cost for easement
Duration	Easement is in perpetuity
Previous Board Action/Review	Presented at Issues on 2/2/2021
Strategic Plan Alignment	<ul style="list-style-type: none"> • Provide public spaces to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. • Promote a <i>Healthy and Active Lifestyle</i> by providing opportunity for a future trail for pedestrians and cyclists. • Promote <i>Carbon Neutrality</i> by providing a trail and connectivity by building near existing trails (I-205 Trail) and adjacent to right-of ways to provide access to alternative transportation.
Counsel Review	1/19/2021 by Jeff Munns
Procurement Review	The item is a conveyance of property rights; it is not subject to Procurement review.
Contact Person	Kathryn Krygier, Project Manager 503-867-2820
Contract No.	NA

BACKGROUND:

In 1999 Clackamas County adopted the Phillips Creek Trail plan into its Comprehensive Plan. The plan outlined a general alignment from the I-205 Bike Path on the north at SE Otty Road,

past the Clackamas Town Center, to the confluence of Phillips Creek and Mt. Scott Creek which is nearby the 3-Creeks Natural Area.

In 2016, Pedcor Investments, a housing developer, submitted an application for a 112 unit affordable housing development on property that coincided with a northern portion of the proposed Phillips Creek Trail alignment. NCPRD requested an easement as part of the developers land use permit for the purpose of creating a portion of the trail. Clackamas County Planning and Zoning Division then made the easement a Condition of Approval of the developer's land use permit. The conveyance of the easement is the carrying out of the Condition of Approval.

The trail easement is approximately 20 feet wide x 612 feet long. It begins at SE Otty Road near the I-205 trail and runs south along the length of the property. At this time there is not a southern connection to public land or right-of-way. It is expected that future development or acquisition of additional property will provide connectivity to public land or right-of-way at which time a trail will be developed.

The easement overlays an existing waterline easement which benefits Clackamas Water River (CRW). CRW Board approved the easement at their January 14, 2021 Board Meeting.

RECOMMENDATION: Staff recommends the Board of County Commissioners (BCC) acting as the Board of Directors of the North Clackamas Parks and Recreation District (NCPRD) approve conveyance of the Trail Easement Agreement and authorize BCS Director or Deputy Director to sign on their behalf.

ATTACHMENT:

1. Trail Easement Agreement

Respectfully submitted,

Laura Zentner

Laura Zentner, Director

Business and Community Services

AFTER RECORDING RETURN TO:

North Clackamas Parks and Recreation District
150 Beaver Creek Rd. Oregon City, OR 97045
Attn: Kathryn Krygier

TRAIL EASEMENT AGREEMENT

THIS TRAILS EASEMENT AGREEMENT (the “Agreement”) is made effective this ___ day of _____, 2021 (the “Effective Date”), by and between Pedcor Investments-2016-CLV, Limited Partnership, an Oregon limited partnership (“Pedcor” or “Grantor”), the North Clackamas Parks and Recreation District (“NCPRD” or “Grantee”) and the Clackamas River Water, a municipal corporation of the State of Oregon (“CRW”).

WITNESETH

WHEREAS, Grantor is the record owner of certain property located at 8810 SE Otty Rd., Clackamas, OR 97086, as further described on the attached Exhibit A, (hereinafter the “Grantor Property” or “Servient Estate”);

WHEREAS, Grantor has, or intends, to develop the Grantor Property into a residential multifamily apartment community, more commonly known as “Rosewood Station Apartments”;

WHEREAS, pursuant to that certain Easement Agreement, dated as of May 2, 1972, Elsie Lowen Flagg, as the prior owner of the Grantor Property, granted in favor of the Clackamas Water District, n/k/a Clackamas River Water, a municipal corporation of the State of Oregon (“CRW”) certain easement rights within Grantor’s Property (the “CRW Easement”), as more fully described within such CRW Easement;

WHEREAS, subject to Section 2 “Conditions of Approval”, of that certain Notice of Land Use Decision, decision date October 20, 2016, with Case File No.: November 1, 2016 (the “Land Use Decision”), the Engineering Division Conditions require Grantor to grant a minimum 20-ft wide public easement in favor of the North Clackamas Parks and Recreation District (“NCPRD”), for the development of the Phillips Creek Trail, along the entire west property line of the Grantor Property (the “Trail Easement”);

WHEREAS, all or a portion of the proposed Trail Easement will exist within the already established CRW Easement;

WHEREAS, Grantor desires grant, Grantee desires to accept and CRW desires to consent to the establishment of certain rights to locate, access and maintain the Trail Easement over a portion of the Grantor Property as further detailed herein and to otherwise establish other rights and obligations of the parties as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed upon by the parties as follows:

1. **Grant.** Grantor, as owner of the Grantor Property, hereby grants and conveys to Grantee, a permanent easement over, under and across that portion of the Grantor Property as further described within **Exhibit B** (the "Trail Easement Area"), and depicted within **Exhibit C**, and constructed in substantially similar form as depicted in **Exhibit D**, each being attached hereto and incorporated herein by reference.
2. **Purpose.** This Trail Easement is granted for the purpose of constructing, installing, reconstructing, repairing, operating and maintaining the Phillips Creek Trail (the "Trail"), as a recreational trail open to the public for non-motorized travel. Grantee, its agents, contractors and the public shall have the right to enter upon the Trail Easement Area for such purposes. Grantee, its agents or contractors will not cause any unnecessary damage or commit any waste upon the above-described Trail Easement Area. Notwithstanding the rights granted to Grantee, its agents and contractors and the public within this Section 2, CRW shall retain all of its right, title and interest in that portion of the Grantor Property as detailed within the CRW Easement. Nothing herein shall be construed to limit and/or restrict CRW's rights as granted within the CRW Easement.
3. **Grantor's Retained Rights.** Except for the rights of use granted in above Paragraph 2 and/or within the CRW Easement, Grantor reserves all other rights of ownership of the Trail Easement Area, provided that Grantor's exercise of such rights does not prohibit Grantee's and/or CRW's authorized use as described above in Paragraph 2 and/or as described within the CRW Easement.
4. **Subordination.** The Trail Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Grantor Property, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Trail Easement or the Trail Easement Area.
5. **Additional Terms and Conditions of the Trail Easement.** The Trail Easement shall be subject to the following terms and conditions:
 - a. Grantee shall be responsible for any costs incurred to construct, install, reconstruct, repair, operate and maintain the Trail and all impacted surrounding areas, if any;
 - b. Once Grantee constructs the Trail it shall be responsible for NCPRD and Clackamas County ordinances related to the appropriate use of the Trail including removal of unauthorized users.
 - c. This grant of easement shall be considered to give Grantee exclusive rights to the real property described herein, subject to existing exceptions of record;
 - d. To the extent allowed by the Oregon Constitution and the Oregon Tort Claims Act, Grantee releases Grantor and all of Grantor's officers, directors, shareholders and employees of Grantor from, and covenants and agrees that neither Grantor nor any officers, directors shareholders or employees of Grantor shall be liable for, and Grantee agrees to indemnify and hold Grantor and all officers, directors,

shareholders and employees of Grantor harmless against, any and all claims, actions, proceedings, damages, liabilities, costs and expenses incurred, excluding all attorney's fees arising in connection with each such claim, action of proceeding from or in connection with: (i) the conduct, operation or management of the Trail or of any business therein, or any work or thing whatsoever done, or any condition created therein or therein; (ii) any act, omission, or negligence of Grantee or any of its licensee or its or their partners, directors, officers, agents, employees, invitees or contractors; and (iii) any incident, injury damage whatever occurring in, at or upon the Trail Easement except that caused by any action(s) of omissions on the part of the Grantor, its officers, directors, shareholders or employees.

6. **Duration.** This Easement Agreement shall be perpetual in duration unless terminated by mutual written agreement of the parties. Grantor expressly intends this Trail Easement to run with the land and that this Trail Easement shall be binding upon Grantor's successors and assigns.
7. **Fees.** Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Trails Easement Area, or against any of Grantor's real property as a result of the Trail Easement granted herein.
8. **Consent by CRW.** Pursuant to that certain CRW Easement (insert recording #), CRW has certain rights to a portion of the Grantor Property for the purpose of installing, maintaining, controlling, operating, locating, relocating, and removing pipe line or lines and installations and facilities, including fire attachments, for the transmission of water pertaining to grantee's operation, as more fully described within such CRW Easement. Subject to the terms and conditions of said CRW Easement, Grantor, its heirs and assigns, shall have the right to reasonably use and enjoy the portion of the Grantor Property encumbered by the CRW Easement, for all purposes which do not interfere or are not inconsistent with the use by the grantee for the purpose stated within the CRW Easement. CRW hereby consents to the grant of the Trail Easement by Grantor and further consents that in the event CRW, its agents or employees, shall negligently cause damage to the property of Grantor and/or improvements installed by NCPRD, as permitted pursuant to this Agreement, CRW will pay a reasonable sum for the damage done. CRW's consent to the Trail Easement shall be conditioned upon the following terms and conditions:
 - a. Ninety (90) days prior to the commencement of construction within the Trail Easement, NCPRD shall provide Grantor and CRW plans and specifications detailing the work to be completed within the Trail Easement. Upon receipt, CRW and Grantor shall have a period of not less than thirty (30) days in which to review and approve such plans and specs, with such approval not to be unreasonably withheld. In the event either party shall fail to provide comments and/or approval within such 30-day period, such party shall be deemed to have approved the plans and specs as presented;
 - b. Installation of improvements within the Trail Easement shall not include trees or large shrubs, and the placement of all landscaping (to include "type" of such vegetation, if any), shall be included within the plans and specs provided to Grantor and CRW for review;

- c. To the extent CRW performs any maintenance and/or repairs to the waterline within the CRW Easement, and such work will be reasonably foreseeable to cause any modification to, interruption in use of, or damage to the NCPRD trail, trail-bed, landscaping or signs CRW shall provide NCPRD with fourteen (14) days prior notice of such work. CRW shall only be required to restore the surface of the property to the condition in which such property existed, including any landscaping, prior to the construction of the Trail. CRW shall not be responsible for replacing trees/shrubbery, signs and/or hard surfaces which were installed subsequent to the establishment of the Trail Easement, which may result due to maintenance or replacement of the CRW waterline;
- d. In the event NCPRD and/or Grantor shall negligently cause damage to the improvements installed by CRW, as permitted pursuant to this Agreement or the CRW Easement, NCPRD and/or Grantor, as the case may be, will pay a reasonable sum to CRW for the damage done.
- e. NCPRD hereby acknowledges and agrees not to utilize any Portland cement concrete pathways within the Trail Easement; and
- f. NCPRD shall use all reasonable efforts to minimize the size, location and number of signs to be located within the Trail Easement existing on Grantor Property.

9. Modification. No amendment to or modification of this Agreement shall be valid unless the same is in writing, signed by the parties or by such successors of the parties who are at that time bound by the terms hereof.

10. Notices. All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Grantor: Pedcor Investments-2016-CLV, Limited Partnership
One Pedcor Square
770 3rd Avenue S.W.
Carmel, IN 46032
Attention: Thomas G. Crowe

To Grantee: North Clackamas Parks and Recreation District
150 Beavercreek Rd.
Oregon City, OR 97045
Attn: Kandi Ho, Acting Director
503-794-8001
Email: KandiH@ncprd.com

Copy to: Clackamas River Water
16770 SE 82nd Drive
Clackamas, OR 97015
Attn: Joe Eskew
503-723-2565
jeskew@crwater.com

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended. Telephone, fax numbers, and email addresses are for information only.

- 11. Recording.** Grantee shall have the right, at Grantee's expense, to record a fully executed original of this Agreement in the Official Records of Clackamas County, Oregon.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the dates written below, effective on the date this Easement Agreement has been fully executed (the "Effective Date").

GRANTOR:

PEDCOR INVESTMENTS-2016-CLV, LIMITED PARTNERSHIP
an Oregon limited partnership

By: Rosewood Station Housing Company, LLC
an Indiana limited liability company
its General Partner

By: Pedcor Investments, A Limited Liability Company
a Wyoming limited liability company
Its Manager

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Thomas G. Crowe, Executive Vice President of Pedcor Investments, A Limited Liability Company, a Wyoming limited liability company, which is the Manager of Rosewood Station Housing Company, LLC, an Indiana limited liability company, which is the General Partner of Pedcor Investments-2016-CLV, Limited Partnership, an Oregon limited partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Trail Easement Agreement for and on behalf of Pedcor Investments-2016-CLV, Limited Partnership.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of Indiana, as of this ___ day of _____, 2021.

My Commission Expires:

Notary Signature:

County of Residence:

Notary Name Printed:

GRANTEE:

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

By: _____

STATE OF OREGON)
) SS:
COUNTY OF CLACKAMAS)

Before me, a Notary Public in and for said County and State, personally appeared _____, being the _____ of the North Clackamas Parks and Recreation District, who, after having been duly sworn, acknowledged the execution of the foregoing Trail Easement Agreement for and on behalf of the North Clackamas Parks and Recreation District.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of Oregon, as of this ____ day of _____, 2021.

My Commission Expires:

Notary Signature:

County of Residence:

Notary Name Printed:

ACKNOWLEDGED & AGREED TO BY:

CLACKAMAS RIVER WATER
a municipal corporation of the State of Oregon

By: _____

STATE OF OREGON)
) SS:
COUNTY OF CLACKAMAS)

Before me, a Notary Public in and for said County and State, personally appeared _____, being the _____ of the Clackamas River Water, a municipal corporation of the State of Oregon, who, after having been duly sworn, acknowledged the execution of the foregoing Trail Easement Agreement for and on behalf of the Clackamas River Water.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of Oregon, as of this ___ day of _____, 2021.

My Commission Expires:

Notary Signature:

County of Residence:

Notary Name Printed:

Exhibit A
Grantor Property Legal Description

Exhibit B
Easement Area Legal Description

Exhibit C
Easement Area Depiction

Exhibit D
Typical Asphaltic Concrete Trail Section

EXHIBIT A**[DESCRIPTION OF THE LAND]**

A TRACT OF LAND LOCATED IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED AS PARCEL 2, IN DEED DOCUMENT NO. 2016-089350, CLACKAMAS COUNTY DEED RECORDS, THENCE ALONG THE WESTERLY LINE OF SAID DEED DOCUMENT, NORTH 01°02'02" WEST, 640.18 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SE OTTY ROAD, BEING 20.00 FEET FROM THE CENTERLINE THEREOF; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 89°02'10" EAST, 83.97 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE, BEING A POINT OF INTERSECTION WITH THAT RIGHT OF WAY DEDICATION RECORDED AS DEED DOCUMENT NO. 72-12686, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID DEDICATION DEED AND THE SOUTHERLY LINE OF THAT DEDICATION RECORDED AS DOCUMENT NO. 71-30200, CLACKAMAS COUNTY DEED RECORDS, SOUTH 80°48'03" EAST, 220.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 205, AS DEDICATED IN DEED DOCUMENT NO. 71-30200, CLACKAMAS COUNTY DEED RECORDS AND A POINT OF NON-TANGENT SPIRAL CURVATURE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE ALONG A 115.00 FOOT OFFSET OF A 400 FOOT SPIRAL CURVE, THE CHORD OF WHICH BEARS SOUTH 13°27'25" EAST, 255.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 13°43'36" EAST, 372.73 FEET TO THE SOUTHERLY LINE OF SAID DEED DOCUMENT NO. 2016-089350; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°03'17" WEST, 437.86 FEET TO THE POINT OF BEGINNING.

A-1

EXHIBIT B

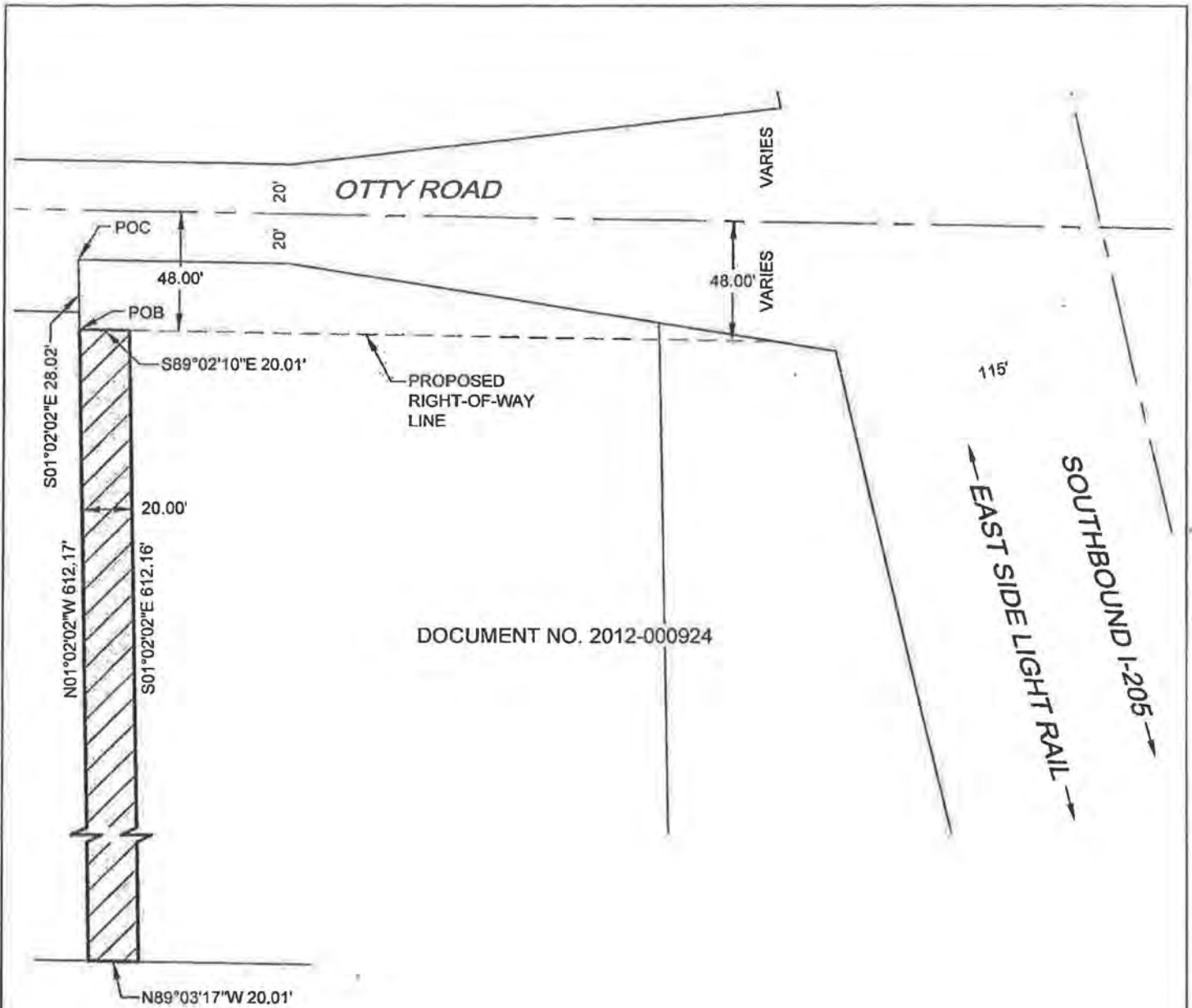
LEGAL DESCRIPTION

A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2012-000924, CLACKAMAS COUNTY DEED RECORDS, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWEST CORNER OF SAID TRACT OF LAND AND THE SOUTHERLY RIGHT OF WAY LINE OF OTTY ROAD (40.00 FEET WIDE), SAID POINT BEING 20.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID OTTY ROAD; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, SOUTH 01°02'02" EAST, 28.02 FEET TO THE **POINT OF BEGINNING**; THENCE 48.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 89°02'10" EAST, 20.01 FEET; THENCE 20.00 FEET EASTERLY OF AND PARALLEL WITH SAID WESTERLY LINE, SOUTH 01°02'02" EAST, 612.16 FEET TO THE SOUTHERLY LINE OF SAID TRACT OF LAND; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°03'17" WEST, 20.01 FEET TO SAID WESTERLY LINE; THENCE ALONG SAID WESTERLY LINE, NORTH 01°02'02" WEST, 612.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 12,243 SQUARE FEET OR 0.281 ACRES, MORE OR LESS.

EXHIBIT C



DOCUMENT NO. 2012-000924


← EAST SIDE LIGHT RAIL →
 ← SOUTHBOUND I-205 →



SCALE: 1"=60'



LEGEND:

 AREA OF PARKS AND RECREATION DEPARTMENT EASEMENT
 12,243 SQUARE FEET OR
 0.281 ACRES, MORE OR LESS

POC=POINT OF COMMENCEMENT
 POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION

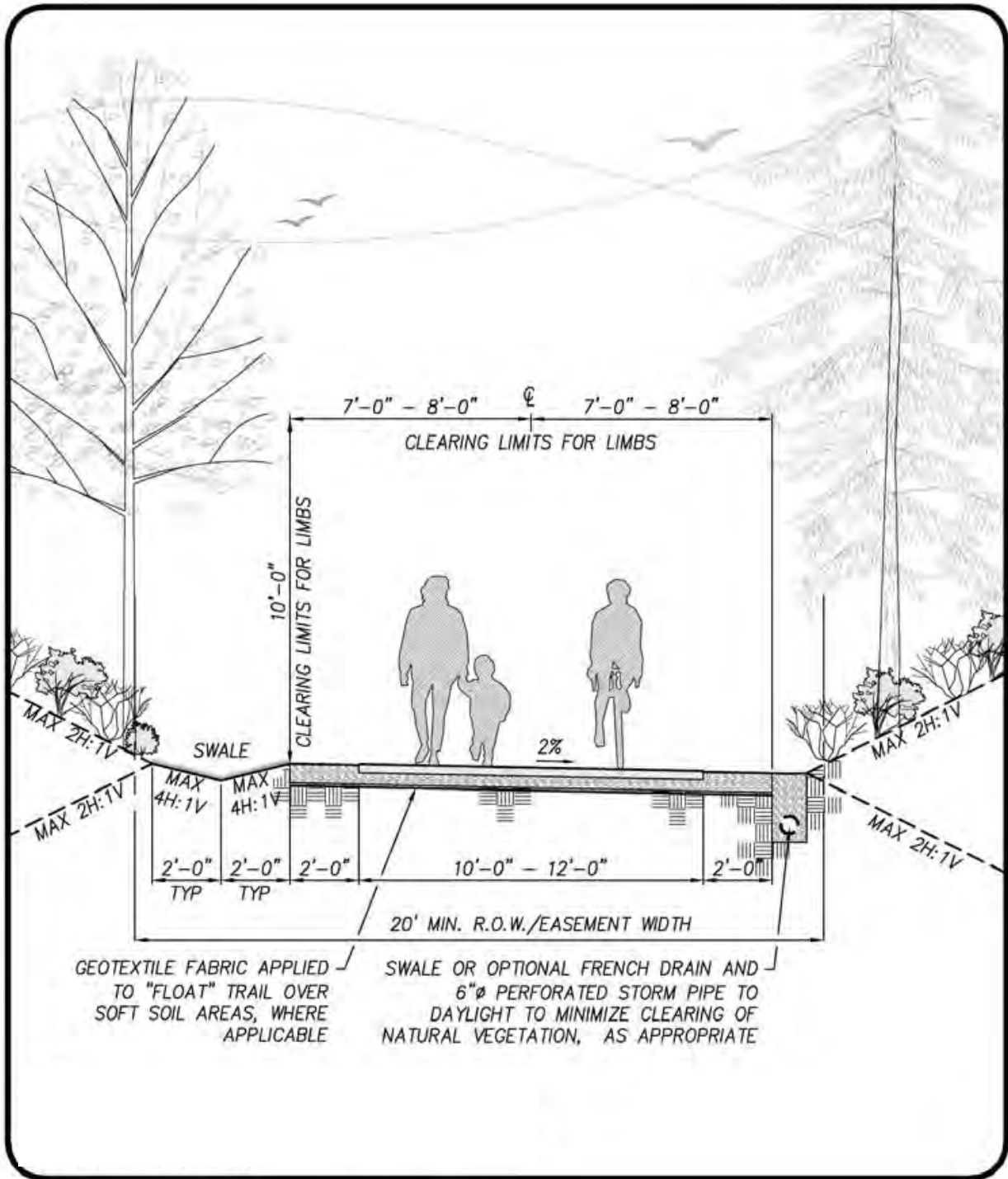


6720 SW MACADAM AVE, SUITE 200
 PORTLAND, OR 97219
 TEL: (503) 419-2500 FAX: (503) 419-2600
 www.cardno.com

EXHIBIT "B"
PARKS AND RECREATION
DEPARTMENT EASEMENT

SW 1/4 OF S28, T1S, R2E, WILLAMETTE MERIDIAN
 CLACKAMAS COUNTY, OREGON

PROJECT NO. 21511060
 DATE: 8/24/2017
 BY: TLB
 SCALE: 1"=60'
 PAGE NO. 2 OF 2



Typical Asphaltic Concrete Trail Section