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BOARD OF COUNTY COMMISSIONERS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

AGENDA

Thursday October 15, 2020 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-72

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wildfire Update**

*****COVID-19 Update**

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval to execute a contract between the Housing Authority of Clackamas County and A-1 Quality Construction for Clackamas Heights Deck replacement project

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

1. Water Environment Services Update on Oregon City Ballot Measure (Greg Geist, Water Environment Services)

III. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in 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 Amendment #1 to a Personal Services Contract with Northwest Housing Alternatives, Inc. for HomeBase Program Operations and Financial Assistance – *Social Services*
2. Approval of U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) – Planning Grant Agreement for planning activities associated with the CoC – *Community Development*

B. Department of Transportation & Development

1. Approval to accept Transportation Growth Management (TGM) grant award to update the Pedestrian and Bicycle Master Plans.
2. Approval to apply for a Local Bridge Program Grant for funding to replace three bridges.

C. Disaster Management

1. Approval of Memorandum of Agreement between Clackamas County and the Molalla River School District for emergency/disaster related use of Molalla Community Gymnasium

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval of a Grant Agreement and Award with the Center for Tech and Civic Life – County Clerk

E. County Counsel

1. Approval of an Intergovernmental Agreement between Clackamas and Multnomah Counties for HIPAA and Part 2 Privacy Officer Consultation

F. Business & Community Services

1. Approval of Amendment #2 of the MOU between Business and Community Services (County Parks) and Hoodland Women’s Club to extend time to transfer properties to a Local Park District upon its formation

G. Department Human Resources

1. Adoption of the Deferred Compensation Committee Charter

IV. PUBLIC COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. 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>

October 15, 2020

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute a contract between the Housing Authority of Clackamas County
and A-1 Quality Construction for Clackamas Heights Deck replacement project

Purpose/Outcomes	Approval to execute a contract between the Housing Authority of Clackamas County and A-1 Quality Construction for Clackamas Heights Deck replacement project
Dollar Amount and Fiscal Impact	One-time funding, Not to Exceed \$180,890.25
Funding Source(s)	HUD Federal Capital Grant Funds No County General Funds are involved
Duration	120 days from date of notice to proceed
Previous Board Action	none
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Counsel Review	Andrew Naylor, September 23, 2020
Procurement Review	Per Resolution No. 1936, HACC adopted the Local Contract Review Board rules for HACC Procurements. HACC conducts its own procurements following its procurement handbook.
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9880

BACKGROUND:


The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing & Human Services Department requests approval to execute a contract between HACC and A-1 Quality Construction for the replacement of decks at our Public Housing property, Clackamas Heights.

This project marks the last group of decks to be replaced. By bringing the decks back to original condition in a timely manner it will allow HACC to maintain its High Performer status and prevent safety hazards. A-1 Quality Construction was selected through a competitive Invitation for Bids process. The scope of work includes removal of existing deck, install new concrete pad and reinstall new pressure treated deck, steps and railing.

RECOMMENDATION:

Staff recommends the Board approve the contract and staff also recommends the Board authorize Richard Swift, H3S Director, to sign the contract on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,


Richard Swift, Director
Health, Housing and Human Services

FORM OF CONTRACT
PROJECT #20005
Contract #c020-20

THIS AGREEMENT made this **29** day of **September** in the year 2020 by and between A-1 Quality Construction (**Contractor**), a business entity authorized to do business in the State of Oregon, hereinafter called the "Contractor," and the **Housing Authority of Clackamas County** hereinafter call the "PHA."

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **CLACKAMAS HEIGHTS DECK PROJECT**, a prevailing wage project, #20005, in strict accordance with the Scope of Work referred to herein, which said Scope of Work and any Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed one hundred eighty thousand eight hundred ninety dollars and twenty five cents. (**\$180,890.25**).

ARTICLE 3. Contract Dates. The following critical dates are hereby set for the CLACKAMAS HEIGHTS DECK PROJECT. Time is of the essence.

- A. START DATE: October 26, 2020**
- B. SUBSTANTIAL COMPLETION DATE: N/A**
- C. FINAL COMPLETION DATE: February 26, 2021**

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

- a. This Agreement
- b. Bid Documents
- c. HUD General Conditions
- d. Addendum(s), if any
- e. Special Conditions
- f. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 5. Responsibility for Damages/Indemnity. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its subcontractors, employees, guests, visitors, invitees and agents.

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by PHA) and hold harmless the PHA and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Article 5; (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 5.

In claims against any person or entity indemnified under this Article 5 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 5 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 6. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279C.100, the employee shall be paid at least time and a half pay for (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Contractor shall comply with the prohibition set forth in ORS 652.220, compliance of which is a material element of the Contract and a failure to comply is a breach entitling PHA to terminate the Contract for cause.

ARTICLE 7. Under the provisions of ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the PHA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 8. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520.

ARTICLE 9. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

ARTICLE 10. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

ARTICLE 11. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

ARTICLE 12. The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project per ORS 279C.380. The Contractor agrees to have filed a public works bond with the Construction Contractors Board before starting any work on the project.

ARTICLE 13. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830.

ARTICLE 14. Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

ARTICLE 15. CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

ARTICLE 16. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

ARTICLE 17. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

ARTICLE 18. Tax Laws.

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

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

18.2 Contractor represents and warrants that, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty in this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this

Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to PHA's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

ARTICLE 19 Liquidated damages

The Contractor acknowledges that PHA will sustain damages as a result of the Contractor's failure to substantially complete the work authorized under this Contract and in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the project, and costs associated with Contract administration and use of temporary facilities.

- 10.1 Liquidated Damages shall be as follows if the actual Final Completion exceeds the required date of Final Completion:
 - 10.1.1. \$100.00 per each Calendar day after the set Final Completion date.

ARTICLE 20. Additional Terms

- (1) **Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- (2) **Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (3) **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- (4) **Debt Limitation.** 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.
- (5) **No attorney fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- (6) **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- (7) **No Third Party Beneficiaries.** PHA 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.
- (8) **Waiver.** The failure of PHA to enforce any provision of this Contract shall not constitute a waiver by PHA of that or any other provision.
- (9) **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.
- (10) **Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Agreement or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session).

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three original counterparts as of the day and year first above written.

A-1 Quality Construction

(Contractor)
 9-29-20
(Authorized Representative's Signature / Date)

Phil Coates, Owner

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

542-23-1285

(Federal I.D. Number)

**14100 S. Carus Road, Oregon City, OR
97045**

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

143970

(State of Oregon CCB License Number)

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Resident Commissioner ~~Paul Reynolds~~

Ann Leenstra

Signing on Behalf of the Housing Authority Board

Richard Swift, Director

Health, Housing & Human Services Department

**HOUSING AUTHORITY OF CLACKAMAS
COUNTY**

CERTIFICATION

I Phil Coates

certify that I am the Owner

at the corporation named as Contractor herein, that Phil Coates

who signed this Contract on behalf of the Contractor, was then Owner

of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

 9-29-20
(Authorized Representative's Signature / Date)

Phil Coates, Owner

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

(Print or type the names underneath all signatures)

October 15, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Personal Services Contract with
Northwest Housing Alternatives, Inc. for
HomeBase Program Operations and Financial Assistance

Purpose/Outcomes	Agency provides financial assistance and case management to families and individuals who are homeless or at risk of being homeless.
Dollar Amount and Fiscal Impact	Amendment #1 increases the agreement by \$115,000 to a new total of \$232,316.42.
Funding Source	County General Funds
Duration	July 1, 2020 through June 30, 2021
Previous Board Action	Previous contracts/amendments for the same service were approved on 7-13-17 #071317-A1, 1-11-18 #011118-A2, 8-16-18 #081618-A6, and 11-7-2019 #110719-A1.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Approved on 9-17-2020.
Procurement Review	<ol style="list-style-type: none"> 1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This is a Grant Amendment. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	9465

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of a Personal Services Contract with Northwest Housing Alternatives, Inc. (NHA) for HomeBase client financial assistance, program case management and administration. NHA provides financial assistance to families and individuals who are homeless or at risk of being homeless. NHA also provides financial assistance to low

Healthy Families. Strong Communities.

October 15, 2020

income families and individuals to access affordable housing or remain stably housed. Beginning in the 2012/13 fiscal year, the Board of Commissioners have made a direct award to NHA of \$100,000 per year of County General Funds to support the HomeBase program. These funds have been distributed through the Social Services Division since that time.

NHA also receives annual funding to serve HomeBase clients through the special client fund program. The total agreement amount for FY2020-2021 for all services is \$115,000 of County General Funds.

RECOMMENDATION:

Staff recommends the Board approve the Amendment, and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, H3S Deputy Director

Richard Swift, Director
Health, Housing and Human Services Department

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 9465 Board Agenda Number TBD

and Date October 15, 2020

Division Social Services Amendment No. 1

Contractor **Northwest Housing Alternatives, Inc.**

Amendment Requested By Brenda Durbin, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

Beginning in the 2012/13 fiscal year, the Board of Commissioners awarded Northwest Housing Alternatives, Inc. (NHA), \$100,000 per year of County General Funds to support the HomeBase program.

Amendment #1 will allow NHA to continue to provide client financial assistance, program case management and administration to families and individuals who are homeless or at risk of being homeless to access affordable housing or remain stably housed.

Social Services Division has received funding to extend the agreement. NHA also receives annual funding to serve HomeBase clients through the special client fund program.

Amendment #1 extends the agreement into fiscal year 2020-2021. Maximum compensation is increased by \$115,000 for a maximum contract value of \$232,316.42.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND: ARTICLE I, #1 Effective Date and Duration:

1. Effective Date and Duration. This Contract shall become effective July 1, 2019. Unless earlier terminated or extended, this Contract shall expire on June 30, 2020.

TO READ:

1. Effective Date and Duration. This Contract shall become effective July 1, 2019. Unless earlier terminated or extended, this Contract shall expire on June 30, ***2021 and shall consist of:***
 - a. ***Original Term: July 1, 2019 to June 30, 2020***
 - b. ***Amendment #1 Term: July 1, 2020 to June 30, 2021***

AMEND: ARTICLE I, #3 Consideration:

2. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed One Hundred Seventeen Thousand, Three Hundred and Sixteen dollars and Forty-Seven Cents (\$117,316.47), for accomplishing the Work required by this Contract. Payments made are on a cost-reimbursement basis for eligible expenditures in accordance with 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.

TO READ:

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Thirty-two Thousand, Three Hundred Sixteen dollars and Forty-Two Cents (\$232,316.42)**, for accomplishing the Work required by this Contract. Payments made are on a cost-reimbursement basis for eligible expenditures in accordance with **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**.

AMEND: ARTICLE I, #4 Invoices and Payments, TO INCLUDE:

Charges for eligible services incurred prior to contract execution date, but within Amendment #1 contract term are due within 30 days of contract execution date. County and Contractor acknowledge and ratify that work done under the Amendment was completed before the date of final execution, but not earlier than July 1, 2020. County reserves any rights, claims or causes of action that County may have with respect to work performed and ratified hereunder.

Contract Administrator or Program Manager may approve acceptance of invoices after deadline under special circumstances.

AMEND: ARTICLE II, #9 INSURANCE:

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 name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045 or jdiridoni@clackamas.us

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: 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.
<input type="checkbox"/> Required – 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.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

TO READ:

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 name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045 or jdiridoni@clackamas.us

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: 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.
<input checked="" type="checkbox"/> <i>Required – Abuse and Molestation Insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.</i>
<input checked="" type="checkbox"/> <i>Required – 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.</i>
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

AMEND: EXHIBIT A. SECTION I. SCOPE OF WORK, A. 8:

8. It is expected that the financial assistance funding under this contract will provide assistance to at least 18 households.

TO READ:

8. It is expected that the financial assistance funding under this contract will provide assistance to at least 18 households **between July 1, 2019 and June 30, 2020.**
It is expected that the financial assistance funding under this contract will provide assistance to at least 18 households between July 1, 2020 and June 30, 2021.

AMEND: EXHIBIT A. SECTION III. COMPENSATION, PARAGRAPH A:

III. COMPENSATION

- A. The Contractor is eligible for One Hundred Seventeen Thousand, Three Hundred and Sixteen dollars and Forty-Seven Cents (\$117,316.47) during the contract term for HomeBase services.
- a. The Contract budget categories and maximum eligible expenditures are as follows:

Budget Category	Budget Amount
Administration	\$17,250
Client Financial Assistance	\$49,488.76
Staffing (Case Management)	\$40,000
Special Client Assistance Fund	\$10,577.66
TOTAL	\$117,316.42

- b. A maximum of 15% of each monthly invoice maybe used for Administration costs, not to exceed Administration budget cumulative amount of \$17,250.

TO READ:

III. COMPENSATION

- A. The Contractor is eligible for **One Hundred Seventeen Thousand, Three Hundred and Sixteen dollars and Forty-Seven Cents (\$117,316.42)** during the contract term for HomeBase services.
- a. The Contract budget categories and maximum eligible expenditures are as follows:

Budget Category	Original Contract Budget Amount, Fiscal Year 2019-2020	Amendment #1 Budget Amount, Fiscal Year 2020-2021
Administration	\$17,250	\$15,000
Client Financial Assistance	\$49,488.76	\$45,000
Staffing (Case Management)	\$40,000	\$45,000
Special Client Assistance Fund	\$10,577.66	\$10,000
TOTAL	\$117,316.42	\$115,000

- b. A maximum of 15% of each monthly invoice maybe used for Administration costs, not to exceed Administration budget cumulative amount of \$17,250.

October 15, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) –
Planning Grant Agreement for planning activities associated with the CoC

Purpose/Outcomes	Approval of a new, but previously held federal grant for planning to support homeless programs and services in Clackamas County.
Dollar Amount and Fiscal Impact	Total CoC funds for this grant agreement is \$78,939. No County General Funds are involved.
Funding Source	The fund source is the HUD Continuum of Care Grant award from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
Duration	The term of this grant agreement is 1 year, beginning October 1, 2020 and ending September 30, 2021.
Previous Board Action/Review	BCC Agenda Item #A.1 dated 8/1/2019 Approval of (Grant) Application
Strategic Plan Alignment	Provide sustainable and affordable housing. Ensure safe, healthy and secure communities.
Counsel Review	September 22, 2020 Andrew Naylor
Procurement Review	Was the item processed through Procurement? No, this is a grant revenue agreement
Contact Person	Abby Ahern, Housing & Community Development Division, 503-650-5663.
Contract No.	H3S 9860

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of a Continuum of Care (CoC) agreement with HUD for planning activities associated with the CoC. The CoC is a group of individuals and organizations with the common purpose of planning and implementing a housing and services system for people who are homeless. CoC members identify and advocate for the needs of people who are homeless and develop short and long term plans to mitigate homelessness in Clackamas County.

CoC planning activities include preparing, planning and designing the continuum’s annual application to HUD for homeless services, participating in the Consolidated Plan process, evaluating the outcomes of CoC projects and monitoring recipients of CoC funds for compliance with program requirements.

RECOMMENDATION:

Staff recommends Board approval of the CoC Planning Grant Agreement with HUD and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

 H3S Deputy Director

Richard Swift, Director
 Health, Housing and Human Services



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0291LOE071900
Tax ID Number: 93-6002286
DUNS Number: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Clackamas County Department of Health, Housing and Human Services (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"); the Continuum of Care Program rule (the "Rule"), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD's total funding obligation for this grant is \$78,939, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
OR0291LOE071900			\$78,939
a. Continuum of Care planning activities			\$78,939
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$0
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$0
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

September 10, 2020

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, Director

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base
H3S Admin	1.54 %	

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



DAN JOHNSON
DIRECTOR

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

October 15, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval to accept the Transportation Growth Management (TGM) grant award
to update the Pedestrian and Bicycle Master Plans

Purpose	Approval to accept the TGM grant award to update the Pedestrian and Bicycle Master Plans.
Dollar Amount and Fiscal Impact	\$200,000 in TGM grant funds. Matching funds in the amount of \$24,000 (12%) in the form of in-kind staff time.
Funding Source	TGM grant award and in-kind staff time match funded by the Clackamas County Road Fund.
Duration	Project expected to commence summer of 2021 and be complete no later than January 2024. Intergovernmental agreement with ODOT forthcoming
Previous Board Action	Board authorization to apply for grant at July 23, 2020 business meeting
Strategic Plan Alignment	This item aligns with the stated policy perspectives of: <ul style="list-style-type: none"> • Carbon Neutrality, including developing and implementing a Climate Action Plan • Healthy and Active Lifestyle, guiding housing, transportation, and land use policies and decisions
Counsel Review	This items does not require Counsel Review. A lifecycle form was prepared at the time grant submitted.
Procurement Review	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: Item is to accept a grant
Contact Person	Scott Hoelscher, Senior Transportation Planner - 742-4533

BACKGROUND:

The Department of Transportation and Development was awarded a Transportation and Growth Management (TGM) grant to simultaneously update the Pedestrian and Bicycle Master Plans. The goal of this project to establish a comprehensive long-term vision for improving walking and biking as a mode of transportation in Clackamas County. The end result will be a document that guides and equitably prioritizes future biking and walking transportation investments and active transportation policy in Clackamas County for the next 20 years. The consolidated *Bike and Walk Clackamas Plan* will serve as the pedestrian and bicycle elements of the Transportation System Plan, which is Chapter 5 of the Comprehensive Plan. The project is expected to commence summer of 2021 and must be completed no later than January of 2024.

RECOMMENDATION:

Staff respectfully recommends the acceptance of Transportation and Growth Management (TGM) grant funds to update the Clackamas County Pedestrian and Bicycle Master Plans and requests the BCC sign the attached "TGM 2020 Grant Acceptance Form."

Respectfully submitted,

Scott Hoelscher

Scott Hoelscher- Senior Transportation Planner

TGM 2020 GRANT ACCEPTANCE FORM

Due October 30, 2020

1E-20

Clackamas County

Bike and Walk Clackamas Plan

I have reviewed the award letter dated September 24, 2020 and the 2020 Grantee Packet. I understand and agree that:

TGM Project Management

- Scott Hoelscher shall act as the local project manager. The local project manager has sufficient time and experience to negotiate on the behalf of the Clackamas County and to manage the project effectively as outlined on page 3 of the 2020 Grantee Packet.

Funding and Match

- Clackamas County shall provide match of at least 12% of the total project cost.
 096992656 is the Clackamas County's DUNS number.

Timelines

- The local project manager shall work with Seth to meet the timelines outlined on page 2 of the 2020 Grantee Packet.
 The project must be completed by January 31, 2024.
- Jim Bernard – Chair, Board of County Commissioners
Name and Title

_____ Date: October 7, 2020

E-mail to Elizabeth Ledet at elizabeth.l.ledet@odot.state.or.us
Please contact her at 503-986-3205 if you have any question.



Oregon

Kate Brown, Governor

Transportation & Growth Management Program

555 13th Street, Suite 2

Salem, OR 97301-4178

FAX (503) 986-4174

<http://www.oregon.gov/lcd>

September 24, 2020

Scott Hoelscher
Clackamas County
150 Beaver Creek Rd.
Oregon City, OR 97045

Re: Clackamas County
Bike and Walk Clackamas Plan

Dear Scott Hoelscher:

We are pleased to inform you that the Transportation and Growth Management (TGM) Program has selected the Bike and Walk Clackamas Plan to move forward to the next stage of the grant award process. Our grant manager for the project will contact you within the next week to set a date for a first meeting and start developing a statement of work. Your grant manager is Seth Brumley (503-731-8234; Seth.A.Brumley@odot.state.or.us).

Seth will work with you over the next few months to negotiate a project statement of work (SOW) by February 18, 2021. We expect that the Intergovernmental Agreement (IGA) will be ready for your signature within three months of when the SOW is agreed to and submitted for consultant selection. By October 30, 2020, return the attached Grant Acceptance Form indicating that you have read and understood the 2020 Grantee Packet, which outlines the process from grant award to contract and IGA execution.

Congratulations once again. We look forward to working with you on your project.

Sincerely,

Matthew Crall
TGM Program Manager, DLCD

Michael Rock
TGM Program Manager, ODOT

cc: Seth Brumley, TGM
1.08-20/1E-20 File

Attachments

Grantee Acceptance Form
2020 Grantee Packet



Transportation & Growth Management Program

2020 Grantee Packet

Better Ways To Better Places
Since 1993

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TGM MISSION

Oregon’s Transportation and Growth Management Program supports community efforts to expand transportation choices. By linking land use and transportation planning, TGM works in partnership with local governments to create vibrant, livable places in which people can walk, bike, take transit, or drive where they want to go. www.oregon.gov/LCD/TGM

Introduction

Congratulations on receiving an award for the 2020 grant cycle. The TGM program is committed to quickly developing statements of works (SOWs) and completing project negotiations, so that there is sufficient time to complete a quality project. TGM projects are a partnership between the State and local jurisdiction. This document is intended to provide local governments with the information they need to understand state processes and enable them to get the project started and completed in a timely manner.

Grant Timelines

While the grant application packet listed the key milestones, the following table breaks the process down into the major steps by date. TGM Grant Managers and Local Project Managers will need to closely follow the schedule to get projects underway as soon as possible so that there is plenty of time for the project itself.

Key Milestones and Major Steps	Timeline
Awards announced	September 24, 2020
Last day for all initial meetings between Local Project Manager and TGM Grant Manager	October 15, 2020
Grant Acceptance Form due	October 30, 2020
Last day for TGM Grant Manager to send outline SOW to Local Project Managers	November 19, 2020
Last day for TGM Grant Managers to submit SOWs for consultant selection or Intergovernmental Agreement (IGA) preparation if no consultant	February 18, 2021
Consultant Selection, including preparation and advertisement of Mini-RFP and evaluation of proposals	Six to Eight Weeks
Consultant Negotiations	Four Weeks
Legal sufficiency review and preparation of IGA and contract	Varies depending on dollar amount. Four weeks if project amount is less than \$150,000.
Most TGM-20 projects completed	June 30, 2023
All TGM-20 projects must be completed	January 31, 2024

Project Management

Local Project Manager

Grantees must provide a Local Project Manager who has the time and the capability to oversee project work and will:

- serve as principal contact person for TGM, the public, and local decision-makers
- work with the TGM Grant Manager to develop a SOW
- monitor and coordinate work, including consultant work, to ensure completion of all work on time and within budget
- review consultant work products and payment requests
- make logistical arrangements and provide public notification for local meetings and public events
- provide legal notice, including post-acknowledgement plan amendments notice
- consolidate staff and public comments and resolve any conflicts
- keep local decision-makers informed about the project
- prepare progress reports, match reports, reimbursement requests, and the closeout report

TGM Grant Manager

The TGM Grant Manager is responsible for ensuring the terms of the IGA and contract are met by all parties, including compliance with technical specifications, schedule, and costs. During the project, the TGM Grant Manager will:

- issue written Notice to Proceed to authorize services to be performed under the contract (as amended) and including contingent deliverables
- review all deliverables for acceptance and notify consultant if deliverable is not fully accepted
- approve invoices for payment
- complete consultant performance evaluation and contract closeout

TGM Program Management

For assistance during the project if your TGM Grant Manager is unavailable, please contact the TGM Lead for your region or one of the program management contacts [listed](#) on the last page.

Statement of Work Development

SOW Development Process

Developing a SOW is the first step in getting a TGM grant project up and running. The SOW is the project roadmap. It describes the scope of the project – issues to be addressed (and in some cases, issues not to be addressed), steps involved in gathering and analyzing information and making decisions, roles and responsibilities, key project deliverables, and the project timeline. Having this information in the SOW is important because:

- It ensures everyone involved in the project, including local staff, elected officials, consultants, and the public, have a common understanding about project purpose, goals, scope, and final products.
- It clarifies expected work products, their level of detail, roles and responsibilities in completing them, expected level of effort, and project budget.
- It helps ensure that plans, development code amendments, and other project outcomes are likely to be supported, adopted and implemented.
- Thinking through the project steps and expectations for deliverables in advance helps ensure smooth progress once the project is under way. While unanticipated situations can always crop up, a well-developed SOW minimizes their likelihood.

There will typically be several stages in developing the SOW:

1. TGM Grant Managers will develop a first outline of the SOW based on background and work approach information in the grant application, similar previous TGM projects, and from initial project discussions with the Local Project Manager and state stakeholders. This version will look like an annotated outline and be full of questions and suggestions about local processes and needs.
2. Once the outline SOW is sent to the Local Project Manager, they should, with assistance of the TGM Grant Manager, respond to the questions in the outline SOW and fill in details regarding desired outcomes, major deliverables, and processes. Questions that should be considered include:
 - a) Who is responsible for what tasks?
 - b) What is the purpose of the project?
 - c) What will the work consist of?
 - d) What will the deliverable be?
 - e) When are the deliverables due?
 - f) When and where will work occur?
 - g) What will a successful outcome be?
 - h) What problems might be encountered?
 - i) How will any potential problems be resolved?

It is important that the Local Project Manager coordinate the processes and specifications in the SOW with other local staff and decision makers so that the SOW meets the community's needs.

3. After a few iterations, the TGM Grant Manager will finalize the draft SOW and ensure it meets ODOT and federal contracting requirements and that the work is in line with funding. They will also have solicited review comments from Department of Land Conservation and Development and ODOT staff.

Can I talk to consultants? Yes!

Grantees can talk to consultants and doing so indicates receptiveness to multiple proposals. In your talks, remember to follow the principles and requirements of the [Public Contracting Code](#), particularly:

297A.015(5) Allow impartial and open competition, protecting both the integrity of the public contracting process and the competitive nature of public procurement.

To that end, be consistent in the information you share. If asking for advice on approach, ask multiple firms to avoid the appearance of writing the SOW to favor one firm. Avoid specifics of the task work once the SOW is getting close to submittal (i.e. nearing the February 18, 2021 milestone); at that point, limit the discussion to objectives, etc.

There must be no contact during the solicitation.

Please contact your TGM Grant Manager with any questions.

If no consultant will be used, this SOW will be the final version, attached to the IGA. If a consultant will be used, this SOW will likely be close to the final version. It is important that this version reflect the input of local staff and decision makers, particularly on the Project Objectives and major deliverables, so that the consultant selection committee will be able to choose the best team to do the work and so that consultant negotiations are quick and painless.

4. If a consultant is used, the TGM Grant Manager and Local Project Manager will refine the work approach and budget with the selected consultant and produce a final SOW, which will be attached to both the contract and IGA. Again it is the TGM Grant Manager's responsibility that the SOW meets contracting requirements.

SOW Components and Organization

TGM SOWs start with a **Project Description and Overview of Services** section, to provide an overall understanding of why the project is being done and what it aims to achieve. This section includes:

- **Project Purpose** – A description of what issues the project will address, what the project is hoping to achieve, and how it corresponds to larger goals of the community. Project Purpose should discuss the topics the project will address (e.g., whether a streetscape plan will only address design within the right-of-way, or will also look at adjacent land use and building design).
- **Project Area** - The project boundaries and, usually, a description of the existing uses, important roadways, and prominent natural features. A map should be included.
- **Background** - Background provides context for the project and the issues. This can include the history of the problem, other initiatives or events that affect the project area or need to be coordinated with, as well as constraints or controversies. Also included might be the project regulatory context, e.g., requirements in a regional transportation plan that a local transportation plan must address.
- **Project Objectives** - Specific, measurable deliverables and strategies that the project will accomplish and which advance the Project Purpose.

The SOW will also list **Standards and Requirements** for deliverables and project processes. This typically includes: meeting roles and responsibilities; submission, review, and revision timelines; format requirements for written and graphic project documents; and required licenses and software.

Next is the **Tasks, Deliverables and Schedule** (also known as **Work Approach**) section. Tasks should be arranged in chronological order. Project management is assumed to occur throughout all project tasks. Each task includes:

Subtasks – Steps by which a task is completed. Each subtask should lead to a stand-alone deliverable, like a technical report or a meeting. Subtask descriptions provide detail about expected work effort, methodology, content and nature of subtask deliverables, who is responsible for the work (local jurisdiction or consultant), and can also include details about the limits of the expected work (e.g. maps for a project will be based on existing map information, and not require on-site data collection).

Deliverables – The work products to be provided for task completion, and grouped by the

party responsible – the local jurisdiction, or the consultant. They are listed by deliverable name only, with details about content provided above in the subtask description.

The **Project Schedule**, **Consultant Budget** and the **Local Budget** are found after the work tasks. The Local Budget forms the basis for reimbursement and/or match and will include estimated direct costs and the local staff hours of work on the project.

Developing the Work Approach

While all planning projects are different, they generally share an overall goal to develop solutions that best meet multiple objectives and that are supported by multiple stakeholders with varying backgrounds and perspectives. With that goal in mind, a common framework that applies to most planning projects consists of the following major steps:

- Document policy context and develop evaluation criteria
- Assess existing and future conditions and document needs or deficiencies, opportunities and constraints
- Develop alternatives
- Evaluate alternatives
- Refine preferred alternative and develop implementation-related strategies
- Prepare final plan document for adoption

All TGM grant projects must include robust community involvement and explicitly consider federal Title VI and environmental justice requirements. The TGM Grant Manager can offer suggestions, but the Local Project Manager is best situated to know the history, issues, and community preferences that can affect a particular planning effort. TGM grant projects typically include advisory committees for review and input by citizens and stakeholders, opportunities for broader public participation such as open houses or on-line surveys, and planning commission and city council workshops and hearings. Most meetings, open houses, and other public events are listed as part of the task in which they occur instead of in a separate public involvement task; this makes it easier to understand how each meeting relates to the materials and issues that the meeting is expected to cover.

Most projects include a project management team and a technical advisory committee to ensure a well-coordinated planning process and products that are consistent with other plans, standards and policies. These committees are usually comprised of affected departments from your jurisdiction and other jurisdictions, e.g. adjacent cities, the county, Metropolitan Planning Organization, or state agency representatives. Technical coordination can also occur through interviews or presentations.

SOWs may also include contingency tasks where it is not clear ahead of time that a particular analysis, project management or advisory meeting, public event, or report revision will be needed. The work in contingency tasks must be first authorized by the TGM Grant Manager.

Throughout the development of the SOW, the TGM Grant Manager will prepare as associated internal cost estimate, refining and incorporating SOW changes to keep the work and expectations in line with funding while meeting the needs of the local government.

Consultant Selection

For projects using consultants, ODOT, rather than local grantees, will contract with consultants in order to ensure the selection meets state and federal requirements. TGM will use the Transportation and Land Use Planning (TLUP) Price Agreements for most projects. TLUP Price Agreements are with “Prime” consultants only; the Prime will need to assemble a team of subconsultants specific to each project. The Mini-RFP will include contract requirements such as licenses, the statement of work, and the selection criteria and associated weighting. Proposals will generally be no more than four pages plus a limited number of exhibits, such as resumes or work samples.

Occasionally, there is a unique project or special considerations where a Request for Proposals (RFP) open to all firms is desired. Because of the significant time delays and monetary costs for all parties, an RFP may be issued only if approved by TGM management by December 15, 2021.

The Small Purchase procedure is available for contracts less than \$150,000 including any possible amendments.

Selection Criteria

Since all TLUP proposers will be qualified to do most of the work as well as manage the type of project being advertised through a Mini-RFP, the selection criteria are developed to determine who has the best experience and understanding given the project specifics. Given the limited number of proposal pages, four pages or less, the selection criteria should only address what is important to the project processes and outcomes. Weighting of the selection criteria should reflect their importance in differentiating between proposers.

The Local Project Manager and TGM Grant Manager should get input from prospective members of the Evaluation Committee while developing the selection criteria; this is so the members are able make an informed decision based on their own experience and local knowledge. Highly technical selection criteria are not appropriate if the Evaluation Committee is not highly technical.

When using **Relevant Experience and Qualifications** of the project team as a selection criterion, include up to three desired qualifications and experience as sub criteria. Including more specific qualifications and experience will yield better information, e.g. “TSP for small city with rapid growth with limited public funding” or “Leading multilingual public involvement that engages underserved communities,” not “Preparing a TSP” or “Public Involvement.” However, they should not be so specific, e.g. “TSP experience in the City of Speedy,” that only one or two proposers will be able to respond competitively.

Approach is a primary selection criterion and a key way to assess how well the Consultant understands the needs of the project and the community and can bring insights and new techniques. Approach should include up to three sub criteria to ask how the Project Team proposes to meet specific Project Objectives, will address a potential issue that will affect how the project is conducted, or would implement project outcomes. Again more specific sub criteria will yield better responses, e.g. “The recommended approach for developing community buy-in on recommended design guidelines, development code, and plan amendments” or “The recommended types of performance measures and monitoring programs to track performance of

future service opportunities. Provide a recommendation on how a cost allocation plan can be utilized to track performance.”

TGM recommends the use of **Work Samples** - actual pages from existing documents from one or more projects of similar scope and magnitude - as a way to assess Capabilities and Understanding. This criterion is a way to assess how well the Consultant communicates project information as well as to determine if the Consultant and local government consider the same documents to be applicable to this project.

TGM does not recommend the use of references, availability or price to address Project Management/Cost Effectiveness. They rarely yield information that differentiates between proposers and require a significant amount of time for all parties.

Evaluation Committee

The Evaluation Committee must provide an objective, impartial evaluation of the content in consultant proposals about project specific qualifications, experience and other relevant information. Therefore, when recruiting Evaluation Committee members, select people who:

- Possess a strong understanding of what needs to be accomplished for a successful project.
- Have enough technical knowledge and experience to be able to critically assess information in a proposal to determine a consultant’s level of understanding and competence to perform the required services.
- Can commit sufficient time and effort over a two to three week period to 1) review the Mini-RFP and instructions (2 hours), 2) independently read and evaluate each proposal received (90 minutes per proposal) and 3) participate in all scheduled committee meetings (two meetings of 1 – 2 hours each).

Evaluation Committees are comprised of between three and five members, including an ODOT representative, typically the TGM Grant Manager. The Local Project Manager should also participate. Other good candidates are typically:

- project managers of similar projects
- technical specialists and subject matter experts
- staff who will be reviewing contract deliverables
- staff from other agencies

Community representatives and local staff with an interest in the project but without technical knowledge are not recommended as members of the Evaluation Committee. Their input is most useful through participation on project teams once the project is underway.

Consultant Negotiations

Once the selected consultant has been notified, the Local Project Manager and the TGM Grant Manager will meet with the Consultant to discuss the project objectives, tasks and deliverables, schedule, and expectations. The Consultant will respond with proposed changes to the SOW, a draft budget, and Conflict of Interest disclosure forms.

The TGM Grant Manager, the Local Project Manager, and the Consultant will continue to refine the SOW and budget and there will likely be multiple versions of both before negotiations are completed. It is important to discuss the tasks and deliverables in detail to ensure mutual understanding of the requirements and expectations. The task language should be clarified until there is agreement. If it is clear within a few weeks or meetings, that the parties are too far apart in either money or approach, it may be necessary to end the negotiations with that consultant and begin with the next highest ranked consultant from the Mini-RFP.

Intergovernmental Agreement

Paperwork and Preparation

The TGM Grant Manager will work with the Local Project Manager to develop the Match/Budget Table and prepare the Initial Donations/Contributions Approval Form. If the local government is being reimbursed, the Local Project Manager will also need to provide their DUNS number and federally approved indirect cost rate.

The TGM Grant Manager will review and prepare the remainder of the required paperwork and submit the final statement of work for legal sufficiency review and preparation of the IGA and WOC. Projects over \$150,000 must also be reviewed by the Department of Justice.

Signatures

The TGM Program will issue an IGA to be signed by the jurisdiction. The Local Project Manager should advise the TGM Grant Manager about their jurisdiction's requirements for getting IGAs approved and signed. Most jurisdictions will have preauthorized the chief executive to sign the IGA so it can be returned within a few days of receipt. However:

- If the IGA needs to be reviewed first by the city or county attorney, TGM can provide an advance draft IGA which is virtually identical to the official IGA
- If your jurisdiction requires council or commission approval of IGA, it's advisable to schedule IGA review on the council or commission agenda in advance to avoid a time lag.

If your jurisdiction is providing a cash match, the funds must be received by ODOT prior to execution of the IGA.

During the Project

Amendments

Many TGM projects will need an amendment to either the Work Approach or the Project Schedule to respond to new information or for more time to accommodate public input.

Work Approach Amendment

The TGM Grant Manager, Local Project Manager, and consultant will need to negotiate the changes, prepare the paperwork, and sign the IGA and contract amendments. The amendment must be executed before any new work is started as ODOT cannot pay for services that are not included in the contract at the time the work starts.

Project Schedule Amendment

The TGM Grant Manager, Local Project Manager, and consultant will need to agree to the new timeline and sign the IGA and contract amendments. All 2020 TGM Projects must be completed by January 31, 2024.

Match and Reimbursement

TGM requires a local grant match of 12% of the total project cost.

$$\text{Grant Amount} = \text{City's/County's Amount} + \text{Consultant's Amount}$$

$$\text{City's/County's Matching Amount} = \left| \frac{\text{Grant Amount}}{.88} \right| - \text{Grant Amount}$$

$$\text{Total Project Amount} = \text{Grant Amount} + \text{Matching Amount}$$

The ways to fulfill match requirements vary:

- Grantees using consultants and **not** being partially reimbursed for their own work can:
 - Send check directly to TGM at IGA signing for the full match amount or for a portion of the match with the remainder provided through submitting match reports every sixty days that document eligible local project costs to meet the soft match requirement.
 - Submit match reports every sixty days that document eligible local project costs to meet the match requirement.
- Grantees not using consultants will bill TGM for eligible project costs, such as in-house staff labor or other eligible expenditures. TGM will reimburse the grantee for those costs, less the required match amount.

$$\text{Reimbursement Percentage} = \left| \frac{\text{City's Amount}}{\text{City's Amount} + \text{City's Matching Amount}} \right|$$

- Grantees using consultants and being partially reimbursed for their own work will bill all of their work and be reimbursed for those costs less the required match. Consultants will bill and be paid at 100%.

$$\text{Reimbursement Percentage} = \left| \frac{\text{City's Amount}}{\text{City's Amount} + \text{Consultant Amount} + \text{City's Matching Amount}} \right|$$

Eligible Costs

Costs incurred prior to execution of the IGA are not eligible project costs.

Direct Costs Eligible for both Match and Reimbursement

Most direct project costs incurred by the local government are eligible for use as match or for reimbursement. **Labor Costs** will comprise the majority of eligible expenses incurred during TGM projects. Labor Costs include the salaries, wages and related payroll expenses incurred for those times by public employees actively engaged in direct project-related activities.

Supplies and Services that are purchased and used entirely as part of the project are eligible.

This is likely to include:

- In-State Travel and Per Diem - Use current rates available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>
- Office Expenses including paper, postage, long distance telephone calls, and online meeting costs.
- Project Expenses such as legal notices, meeting costs, and publications.

Direct Costs Eligible Only for Match

Local governments which are not party to the IGA

Some TGM projects include the participation of other units of government, e.g. the County or adjacent City coordinating with a TSP. If documented, these expenses (subject to the same restrictions as above) can be counted towards the match requirement.

Contract Staff

Some local governments use contract staff, such as a City Engineer or City Planner, to act as City staff during a TGM project, reviewing Consultant work, attending meetings, etc. Local governments may count this expense towards the match requirement.

Volunteer Hours

Volunteer hours can be counted towards match. The local government should take attendance of committee members at meetings and ask members to keep track of their time spent outside of the meeting reviewing documents. The hours of elected officials can be included if they are part of a project committee and attending solely as a committee member. Volunteer hours should be multiplied by the county's average hourly wage. Where a volunteer is providing professional expertise – e.g. preparing or reviewing a project's wetlands delineation – their professional billing rate can be used for those hours.

No volunteer hours at public hearings can be counted without prior approval of the TGM Program Managers.

2019 Oregon Average Hourly Wages

County	Average Hourly Wage	County	Average Hourly Wage	County	Average Hourly Wage
Baker	\$ 18.10	Harney	\$ 18.30	Morrow	\$ 25.85
Benton	\$ 25.66	Hood River	\$ 19.59	Multnomah	\$ 29.83
Clackamas	\$ 26.35	Jackson	\$ 21.32	Polk	\$ 18.79
Clatsop	\$ 18.80	Jefferson	\$ 19.44	Sherman	\$ 23.09
Columbia	\$ 19.58	Josephine	\$ 18.55	Tillamook	\$ 19.61
Coos	\$ 19.66	Klamath	\$ 19.30	Umatilla	\$ 19.99
Crook	\$ 22.29	Lake	\$ 19.46	Union	\$ 19.40
Curry	\$ 17.63	Lane	\$ 21.73	Wallowa	\$ 17.91
Deschutes	\$ 22.88	Lincoln	\$ 19.00	Wasco	\$ 19.92
Douglas	\$ 20.12	Linn	\$ 21.74	Washington	\$ 35.20
Gilliam	\$ 22.74	Malheur	\$ 18.18	Wheeler	\$ 14.92
Grant	\$ 19.11	Marion	\$ 23.24	Yamhill	\$ 20.93

Source: State of Oregon Employment Department 2019 Employment & Wages (QCEW)

TGM Program Contacts

Michael Rock	Transportation Planning Unit Manager ODOT	503-986-3179	michael.d.rock@odot.state.or.us
Glen Bolen	Region 1 Lead ODOT	503-731-8284	glen.a.bolen@odot.state.or.us
David Helton	Region 2 Lead ODOT	541-726-2545	david.i.helton@odot.state.or.us
John McDonald	Region 3 Lead ODOT	541-957-3688	john.mcdonald@odot.state.or.us
Devin Hearing	Region 4 Lead ODOT	541-388-6388	devin.hearing@odot.state.or.us
Cheryl Jarvis-Smith	Region 5 Lead ODOT	541-963-1574	cheryl.jarvis-smith@odot.state.or.us
Elizabeth Ledet	TGM Central Lead ODOT	503-986-3205	elizabeth.l.ledet@odot.state.or.us
Bill Holmstrom	DLCD Lead DLCD	503-934-0040	bill.holmstrom@state.or.us



DAN JOHNSON
DIRECTOR

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

October 15, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply for a Local Bridge Program Grant
for funding to replace three bridges

Purpose/ Outcomes	Approval to apply for a Local Bridge Program Grant to replace the Bull Run River (Bull Run Rd) Bridge, the Sandy River (Lusted Rd) Bridge, and the Abernethy Creek (Holly Lane) Bridge.
Dollar Amount and Fiscal Impact	<ol style="list-style-type: none"> 1. Bull Run Rd Bridge: requesting \$9.87 million in grant funds matched in the amount of \$1.13 million (10.27%) from County Road Funds. 2. Lusted Rd Bridge: requesting \$11.36 million in grant funds matched in the amount of \$1.30 million (10.27%) from County Road Funds. 3. Holly Lane Bridge: requesting \$4.31 million in grant funds matched in the amount of \$493,000 (10.27%) from County Road Funds.
Funding Source	Federal Highway Administration and Clackamas County Road Funds. No county general funds will be involved.
Duration	Grant award would occur in 2022. Projects would begin in October of 2024 and be expected to be completed by September 2027.
Previous Board Action	The Board previously approved federal BUILD grant applications for the Bull Run River (Bull Run Rd) Bridge in a Business Session on July 11, 2019 and Business Session on May 7, 2020.
Strategic Plan Alignment	<p>1. How does this item align with your department's Strategic Business Plan goals? These projects support the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience roads in good condition"</p> <p>2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Build a Strong Infrastructure" by requesting grant funds to replace and rehabilitate bridges in the County.</p>
Counsel Review	This item does not require Counsel Review. Finance has reviewed the lifecycle forms.
Procurement Review	<ol style="list-style-type: none"> 1. Was this item processed through Procurement? NO 2. If no, provide brief explanation: item is a grant
Contact Person	Joel Howie, Civil Engineering Supervisor – 503-742-4658

Clackamas County received a Preliminary Notice of Request for 2025-2027 Local Bridge Program (LBP) Projects from the Oregon Department of Transportation (ODOT). The Local Agency Bridge Selection Committee (LABSC) established by ODOT is soliciting local bridge project applications for 2025-2027 funding under ODOT's Local Bridge Program. Only bridges listed in the National Bridge Inventory are eligible as the program is modeled on the old Federal Highway Bridge Replacement and Rehabilitation Program. Applications are due on November 16, 2020.

The County has three bridges that score well using the criteria that the LABSC will use to select projects for grant awards. It is highly unlikely that the County would receive funding for all three, and there is no geographic formula- all county and city-owned bridges statewide are competing for these funds. Since we do not know which of these three will be rated highest by the committee, applying for all three increased our County's chances of getting one of them funded.

The three bridges are very old and each has had extensive repair work done over the past 20 years.

The Bull Run River (Bull Run Road) Bridge is over 127 years old and came from one of the spans from a Burnside Bridge originally constructed in 1894 and moved to this location in 1926. The bridge is severely load restricted, has structural deficiencies, and a sufficiency rating of 12.1 (out of 100). This bridge is the only connection to the Bull Run area of northeast Clackamas County with a population of 360 for emergency response and access to services in Sandy. It is also a critical connection for the Portland Water Bureau to access the Bull Run Reservoir, which is the primary water source for over 1 million people in the Portland area and is very important access route for the timber industry.

The Sandy River (Lusted Road) Bridge is over 127 years old and came from one of the spans from a Burnside Bridge originally constructed in 1894 and moved to this location in 1926. The bridge is severely load restricted, has structural deficiencies, and has a sufficiency rating of 5.0. It is also a critical connection for the Portland Water Bureau, residents in northeast Clackamas County, and the timber industry.

The Abernethy Creek (Holly Lane) Bridge is a 100-foot long steel pony truss bridge built in 1933. The bridge is load restricted and has a sufficiency rating of 3.0. The bridge is fracture critical and needs to be replaced due to substantial repairs needed to the bridge's gusset plates, steel floor beams, and the reinforced concrete deck slab. It is also a critical connection for emergency response, freight and school traffic, and for people living and businesses in the Redland Rd and Oregon City area.

RECOMMENDATION:

Staff respectfully recommends approval to apply for the LBP grant for the following bridges:

1. Bull Run River (Bull Run Road) Bridge in the amount of \$9.87 million with a County Road Fund match of \$1.13 million.
2. Sandy River (Lusted Road) Bridge in the amount of \$11.36 million with a County Road Fund match of \$1.30 million.
3. Abernethy Creek (Holly Lane) Bridge in the amount of \$4.31 million with a County Road Fund match of \$493,000.

Respectfully submitted,

Joel Howie

Joel Howie
Civil Engineering Supervisor



Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

October 7, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Memorandum of Agreement between Clackamas County and the Molalla River School District for emergency/disaster related use of Molalla Community Gymnasium

Purpose/Outcomes	This Memorandum of Agreement (MOA) allows Clackamas County to use Molalla Community Gymnasium for certain post-emergency/disaster purposes such as mass care, vaccination, medication, commodity (e.g. food/water) distribution centers, and/or other activities.
Dollar Amount and Fiscal Impact	The MOA has no monetary value. The County agrees leave the property in its original, clean condition and will be responsible for any cleaning, repair, or remediation costs arising from or related to County's use of property.
Funding Source	None
Duration	September 25, 2020 until November 2, 2020 or an earlier date and time mutually agreed upon.
Previous Board Action	The Board approved a similar agreement with other school districts in the past three (3) years. Disaster Management and Public Health continue to work to update agreements with all county school districts.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Counsel Review	Approved by Counsel on October 7, 2020 (A. Naylor)
Contact Person	Nancy Bush, Director, 503-655-8665
Contract No.	None

BACKGROUND:

In the past, the Board has approved this agreement between Clackamas County and other districts allowing the County to use school facilities as points of dispensing sites for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management partnered to update the agreement to include points of dispensing as well as other disaster-related uses such as sheltering.

In September 2020, as part of the response to the Wildfire Disaster in Clackamas County, the Emergency Operation Center (EOC) partnered with FEMA to operate a Fire Resource Center (FRC) at the Molalla Community Gymnasium. The FRC provides information, resources, and support to individuals affected by the wildfires in Clackamas County. This agreement covers the wildfire event.

RECOMMENDATION:

Staff respectfully recommends Board approval of the Memorandum of Understanding between Clackamas County and Molalla River School District



Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

Respectfully submitted,

A handwritten signature in black ink that reads "Nancy Bush". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Nancy Bush, Director

FACILITIES USE AGREEMENT

between the

Molalla River School District

and

Clackamas County

This Facilities Use Agreement (this “Agreement”) is entered into this 25th day of September 2020, by and between the Molalla River School District, hereinafter referred to as Partner, and Clackamas County, hereinafter referred to as County.

WHEREAS, Clackamas County is the Local Public Health Authority under ORS Chapter 431 for all cities and unincorporated areas within its borders; and

WHEREAS, the County is authorized by ORS Chapter 401 to establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency; and

WHEREAS, the County and Partner desire to establish a relationship of cooperation in the event of a natural or human-caused public health or other emergency in Clackamas County where mass care, vaccination, medication, commodity (e.g., food, water) distribution centers and/or other activities become necessary for emergency activities; and

WHEREAS, the Partner is the owner of certain real property described as Molalla Community Gymnasium, 412 S. Swiegle Ave (the “Property”) that can accommodate mass care, vaccination, medication, commodity distribution, and other activities that, in the event of a public health and/or other related regional emergency, would assist the County in performing its functions described above; and

WHEREAS, the County and Partner desire to establish an agreement for use of Partner’s Property in advance of potential public health or natural disasters;

NOW, THEREFORE, in consideration of the mutual obligations as described in this Agreement, the parties understand that:

A. Use of Property: Partner hereby grants County the right to use the Property for the following purposes, together with any use reasonably related to the same:

- | | |
|---|--|
| <input type="checkbox"/> Point of distribution (vaccines, medication, commodities (e.g. food, water)) | <input type="checkbox"/> Landing zones |
| <input type="checkbox"/> Sheltering for community members | <input type="checkbox"/> Community reception / reunification / assistance centers |
| <input type="checkbox"/> Sheltering for small animals | <input type="checkbox"/> Children disaster services |
| <input type="checkbox"/> Sheltering for large animals | <input type="checkbox"/> Community meetings |
| <input type="checkbox"/> Long-term housing trailers | <input checked="" type="checkbox"/> General emergency response/recovery/coordination |
| | <input type="checkbox"/> Other (described in an attachment hereto) |

- B. Term: this Agreement shall be effective upon execution and shall terminate (1) upon mutual written consent of the parties; (2) for convenience following thirty (30) days' written notice to the other party, or (3) upon breach of the terms of this Agreement.
- C. Compensation: County shall compensate Partner as follows [CHECK ONE]:
- Partner agrees not to charge any fee for County's use of the Property.
 - County will pay Partner the sum of \$ [INSERT COMPENSATION SCHEDULE].
- D. Dates of Use: Partner authorizes and approves County's use of the Property from September 25, 2020 until November 2, 2020, or an earlier date and time mutually agreed upon by the parties.
- E. Partner's Responsibilities: Partner's responsibilities for County's use of the Property are as follows:
- a) Partner makes no warranty or representation about the Property. County accepts the Property "AS IS." The parties will jointly conduct a pre-occupancy survey of the Property before County takes possession, and agree to record any existing damage or conditions.
 - b) Partner shall make personnel available, at County's expense, to address facility-related issues that may occur during the time the County is making use of the Property.
 - c) Partner shall identify and maintain a current contact list, attached hereto as Attachment A and incorporated by this reference herein, for the following applicable Property-related contacts:
 - 1. Security systems;
 - 2. Electrical systems;
 - 3. Refrigeration systems;
 - 4. Heating and cooling; and
 - 5. Facilities Management.
 - d) Unless otherwise agreed to by the parties in writing, Partner shall be responsible for all utility services, and associated fees and charges, to the Property.
- F. County's Responsibilities: County's responsibilities for use of the Property are as follows:
- a) County agrees to leave the Property in its original, clean condition. County will remove all equipment and personal property brought onto the Property. County will use reasonable care to prevent damage to the Property. County shall be responsible for any cleaning, repair, or remediation costs arising from or related to County's use of the Property.
 - b) The County will not make any changes or modifications to the facilities without Partner's prior written approval.
 - c) The County will notify Partner as soon as practicable when the Property has been cleared and is available for re-occupancy by the Partner.

- d) County agrees to ensure adherence to COVID safety policies and practices within providing public services within the facility.
- G. Indemnification: Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 – 30.300) and the Oregon Constitution, Article XI, Section 10, County agrees to defend, indemnify and hold the Partner harmless from any loss, damage, injury, claim, or demand caused by the negligent or willful acts of the County or its officers, elected officials, employees, agents, or anyone over which the County has a right to control.
- H. 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.
- I. 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. Any claim between County and Partner 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.
- J. 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.
- K. 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.
- L. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties. 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. 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.
- M. 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.

- N. No Third-Party Beneficiary. Partner 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.
- O. 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.
- P. 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.
- Q. 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.
- R. Contact Information

Unless specified otherwise, for purposes of this Agreement the following persons will serve as the official points of contact for each party:

Clackamas County Disaster Management
Daniel Nibouar
Deputy Director Disaster Management
2200 Kaen Road
Oregon City, OR 97045
971-219-6932
dnibouar@clackamas.us

Molalla River School District
Rick Gill
Business Manager
412 S. Swiegle Ave.
Molalla, OR 97038
503-829-2359
rick.gill@molallariv.k12.or.us

(Signature Page Follows)

SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT BETWEEN CLACKAMAS
COUNTY AND MOLALLA RIVER SCHOOL DISTRICT FOR USE OF
COMMUNITY GYMNASIUM FACILITY

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS

MOLALLA RIVER SCHOOL DISTRICT

Chair

ATTEST:

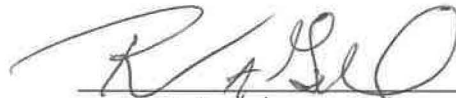
Clerk of the Board

APPROVED AS TO FORM:



County Counsel

10/07/2020



By: Richard A Gill
Title: Business Manager

ATTACHMENTS

MOLALLA COMMUNITY GYMNASIUM

Facility Physical Address: 412 S. Swiegle Ave, Molalla, OR 97038

The following are primary decision maker contacts for the above listed facility in order of first responsibility as of Sept 25, 2020:

Call down order	Name	Title/Role	Office Phone	Cell Phone	Email
1	Rick Gill	Business Mangager	503-829-2359		rick.gill@molallariv.k12.or.us
2	Tony Tiano	Facilities Supervisor	503-829-2359	503-915-5248	<u>Tony.tiano@molallariv.k12.or.us</u>
3	Ryanne Entze	Facilities Assistant	503-829-2359	503-406-8078	Ryanne.entze@molallariv.k12.or.us
4					
5					
6					

Contacts for key facility systems are:

System	Name	Title/Role	Office Phone	Cell Phone	Email
Security	Tony Tiano	Facilities Supervisor	5039-829-2359	503-915-5248	Tony.tiano@molallariv.k12.or.us
Electrical	Tony Tiano	Facilities Supervisor	5039-829-2359	503-915-5248	Tony.tiano@molallariv.k12.or.us
Heating and cooling	Tony Tiano	Facilities Supervisor	5039-829-2359	503-915-5248	Tony.tiano@molallariv.k12.or.us
Facilities Management	Tony Tiano	Facilities Supervisor	5039-829-2359	503-915-5248	Tony.tiano@molallariv.k12.or.us

Draft

Approval of Previous Business Meeting
Minutes:

October 1, 2020

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, October 1, 2020 – 10:00 AM

Virtual Meeting via Zoom

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. 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.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing bcc@clackamas.us.
- Be sure to include your name and area when you email.

***** Wildfire Update**

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

1. Nancy Bush gave an update regarding Wildfires in Clackamas County.

~Board Discussion~

2. Approval of an Addendum No 2 to Board Order No. 2020-66 Declaring a State of Emergency Regarding Wildfires (Stephen Madkour, County Counsel)

MOTION to approve Addendum No 2 to Board Order No. 2020-66 Declaring a State of Emergency Regarding Wildfires.

Commissioner Humberston: Move to approve Addendum No 2 to Board Order No. 2020-66 Declaring a State of Emergency Regarding Wildfires and correcting the date

Chair Bernard: Second the motion to approve Addendum No 2 to Board Order No. 2020-66 Declaring a State of Emergency Regarding Wildfires and correcting the date. the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

***** COVID-19 Update**

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

Philip Mason-Joyner and Dr. Sarah Present gave an update regarding COVID-19 in Clackamas County.

~Board Discussion~

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item.

I. HOUSING AUTHORITY CONSENT AGENDA

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

MOTION:

Commissioner Leenstra: I move we approve the Housing Authority Consent Agenda.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Leenstra: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

1. Approval of Geotechnical Services Contract between Housing Authority of Clackamas County and Selected PBS Engineering and Environmental, Inc.
2. Approval of Environmental Engineering Service Contract between Housing Authority of Clackamas County and Vendor PBS Engineering and Environmental, Inc.

Chair Bernard announced the Board would adjourn as the Housing Authority Board

II. PUBLIC HEARINGS

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

1. Second Reading of Ordinance No. 08-2020 Amending Chapter 6.05, Noise Control, of the Clackamas County Code (Nathan Boderman, County Counsel)
First Reading September 17, 2020

~Board Discussion~

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

- **Les Poole Gladstone asking if Complaints will happen differently.**
- **No Emails**

Chair Bernard closed the public hearing and asked for a motion to read the Ordinance by title only.

Commissioner Humberston: I move we approve the Ordinance No. 08-2020 Amending Chapter 6.05, Noise Control, of the Clackamas County Code.

Commissioner Savas: Second.

the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

III. CONSENT AGENDA

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

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Fischer: Second.
the Clerk called the poll
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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*
2. Approval to Apply Oregon Department of Transportation, Rail and Public Transit Division, for FTA 5311 Rural Transportation Funds for COVID related Operations of Mt Hood Express – *Social Services*
3. Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division, for FTA 5339 Bus and Bus Infrastructure Investment Programs Funds for Bus Purchases for Mt. Hood Express and Transportation Reaching People Programs - *Social Services*
4. Approval of Intra-Agency Agreement with Clackamas County Health Centers Division for School Based Health Centers (SBHC) operating funds – *Public Health*

B. Elected Officials

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

C. County Counsel

1. Resolution Related to the Concurrence of a Minor Revision to the Molalla Urban Renewal Plan

D. Technology Services

1. Approval for a Service Level Agreement for Clackamas Broadband eXchange With the Colton School District

E. Community Corrections

1. Approval of Subgrant Application, Acceptance, and Agreement between State of Oregon, Dept. of Corrections and Clackamas County to Provide Emergency Housing of Indigent, Non-COVID Positive Clients

IV PUBLIC COMMUNICATION

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

1. Les Poole Gladstone – COVID Matters

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED 11:54 AM



CLACKAMAS COUNTY

Office of County Clerk

SHERRY HALL
CLERK

1710 Red Soils Ct. Ste 100
OREGON CITY, OR 97045
503.722.6086

Board of County Commissioners
Clackamas County

October 2, 2020

Members of the Board:

Approval of a Grant Agreement and Award with the
Center for Tech and Civic Life

Purpose/Outcomes	To accept an elections office COVID-19 assistance grant.
Dollar Amount and Fiscal Impact	\$176,166 grant, the elections office would have a responsibility to report to the Center for Tech and Civic Life on how those funds were spent by 1/29/2021.
Funding Source	Grant from the CTCL that comes with reporting requirements by 1/29/21.
Duration	Funds must be spent on this year's election for assistance w/ COVID-19
Previous Board Action	The elections office has not requested grant approval from the Board of County Commissioners in the past.
Strategic Plan Alignment	1. Serves citizens by being good stewards of County resources 2. Reduces costs of election budget and frees resources for other use 3. Increases capacity for ballot processing with reduced staff due to COVID
Contact Person	Andrew Jones, Elections Manager, 503-722-6089
Contract No.	N/A

BACKGROUND:

The Center for Tech and Civil Life is offering a COVID-19 Response Grant program to all U.S. local election jurisdictions. With a \$250M fund, the CTCL is providing grants to local election jurisdictions across the country to help ensure staffing, training, and equipment necessary so this November every eligible voter can participate in a safe and timely way and have their vote counted. The CTCL has provided these grant to 1,700 jurisdictions so far this year.

The Clackamas County Election's office would benefit greatly from this grant in that it would help defray costs of ballot processing equipment we are about to purchase to assist with COVID-19. Those upgrades will assist in maintaining efficient ballot processing with temporary staff reductions due to room capacity restrictions that could have affected timely ballot processing due to COVID-19. We will also use the remaining funds on defraying temporary staff expenses.

RECOMMENDATION:

Staff recommends the Board approve the grant agreement and acceptance of the grant award.

Respectfully submitted,


Sherry Hall
Clackamas County Clerk

Board of Property Tax Appeals
1710 Red Soils Court, Ste 100
Oregon City, OR 97045
503.655.8662
FAX 503.650.5687

Elections Division
1710 Red Soils Court, Ste 100
Oregon City, OR 97045
503.655.8510
FAX 503.655.8461

Recording Division
1710 Red Soils Court Ste 110
Oregon City, OR 97045
503.655.8551
FAX 503.650.5688

Records Management Division
1810 Red Soils Court, Ste 120
Oregon City, OR 97045
503.655.8323
FAX 503.655.8195



CENTER FOR
TECH AND
CIVIC LIFE

September 30, 2020

Clackamas County, Oregon
County Administrator
1710 Red Soils Ct., Suite 100
Oregon City, OR 97045

Dear Gary Schmidt,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Clackamas County, the Center for Tech and Civic Life (“CTCL”), a nonprofit organization tax-exempt under Internal Revenue Code (“IRC”) section 501(c)(3), has decided to award a grant to support the work of Clackamas County (“Grantee”).

The following is a description of the grant:

AMOUNT OF GRANT: \$176,166.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Clackamas County in 2020 (“Purpose”).

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement (“Grant Agreement”) and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction (“Applicable Laws”). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

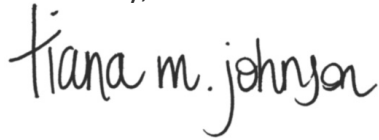
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Non-partisan voter education, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the County Clerk (“the Election Department”) or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.



Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: _____

Title: _____

Date: _____





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

October 15, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas and Multnomah Counties for HIPAA and Part 2 Privacy Officer Consultation

Purpose/Outcomes	<i>Approve Intergovernmental Agreement between Clackamas and Multnomah Counties for HIPAA and Part 2 Privacy Officer Consultation</i>
Dollar Amount and Fiscal Impact	<i>Services are to be provided on an as-needed basis at the hourly rate of \$104.19 (the same as last year.)</i>
Funding Source	<i>County general funds</i>
Duration	<i>July 1, 2020 to July 1, 2021</i>
Previous Board Action	<i>BCC approved and signed an IGA for such work in 2018 and 2019. IGA has expired.</i>
Strategic Plan Alignment	<i>Ensure safe, healthy and secure communities Build public trust through good government</i>
Contact Person	<i>Kathleen J. Rastetter, Senior Asst. County Counsel</i>
Contract No.	<i>N/A</i>

BACKGROUND

Clackamas County has engaged the services of a HIPAA compliance expert employed by Multnomah County. The Multnomah County HIPAA Privacy Officer is an attorney in the Multnomah County Attorney's Office and is experienced and knowledgeable regarding all aspects of HIPAA and 42 CFR Part 2 (governing drug and alcohol records) compliance and has established a centralized HIPAA compliance program for Multnomah County. The Multnomah County HIPAA Privacy Officer has assisted with drafting a HIPAA Privacy Policy.

Clackamas County desires to continue its consultation with the MC Privacy Officer to assist Clackamas County in establishing a robust centralized HIPAA and Part 2 compliance program in Clackamas County. The MC Privacy Officer will perform work under this contract in Clackamas County Offices onsite or remotely not to exceed 10 hours a week on an as-needed basis at an hourly rate of \$104.19. HIPAA and Part 2 regulations and compliance are relatively esoteric areas of federal law, thus the IGA will allow Clackamas County the benefit from the services of a subject matter expert.

RECOMMENDATION

County Counsel respectfully requests that the Board of County Commissioners authorize the County to enter into an IGA with Multnomah County for the services of a HIPAA and Part 2 Compliance Expert.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kathleen J. Rastetter". The signature is written in a cursive style with a large initial 'K'.

Kathleen J. Rastetter
Senior Asst. County Counsel

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Clackamas County, a political subdivision of the State of Oregon, and Multnomah County, a political subdivision of the State of Oregon.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2020, or upon final signature, whichever is later.

The expiration date is: July 1, 2021; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 5) This Agreement may be terminated, with or without cause and at any time, by a party by providing 30 days written notice of intent to the other party(s).
- 6) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 7) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 8) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to the work performed under this Agreement.
- 9) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 10) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

11) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

MULTNOMAH COUNTY:



County Chair or Designee

9/10/2020

Date

Deborah Kafoury
Printed Name

Multnomah County Chair
Title

Reviewed:



Kathryn A. Short
Deputy County Attorney

CLACKAMAS COUNTY:

Signature

Date

Printed Name

Title

Address:

2051 Kaen Road
Oregon City, OR 97045

ATTACHMENT “A”

1. **Purpose:** The Multnomah County Privacy Officer (MC Privacy Officer) is experienced and knowledgeable regarding all aspects of HIPAA and 42 CFR Part 2 (“Part 2”) compliance and has established a centralized HIPAA compliance program for Multnomah County. Clackamas County desires to consult with the MC Privacy Officer to assist Clackamas County in establishing a robust centralized HIPAA and Part 2 compliance program in Clackamas County. The MC Privacy Officer will perform work under this contract in Clackamas County Offices onsite or remotely not to exceed 10 hours a week. Multnomah County agrees that Clackamas County may consult with the MC Privacy Officer for certain functions described below.

2. **Statement of Work:**

- A. Multnomah County responsibilities:

Clackamas County may consult with the MC Privacy Officer on HIPAA and Part 2 compliance issues. Clackamas County shall use no more than .25 of the MC Privacy Officer’s time per week. The MC Privacy Officer may be made available for consultation in person, by telephone and by email. The MC Privacy Officer may periodically or as needed be physically present at Clackamas County offices. The MC Privacy Officer may be contacted on other days in case of suspected HIPAA or Part 2 breaches. The Clackamas County Counsel shall be the primary contact for the MC Privacy Officer. In addition, the MC Privacy Officer will also work with a project team consisting of the Risk Manager, and a special projects manager with Clackamas County Health and Human Services. The primary duties to be performed by the MC Privacy Officer for Clackamas County when requested are:

- (a) Review Clackamas County Departments to assess and determine correct status of covered components of Clackamas County’s hybrid entity and develop a chart of covered components similar to chart developed for Multnomah County;
 - (b) Identify HIPAA privacy rule and Part 2 compliance issues Clackamas County needs to address in light of HITECH and new HIPAA Omnibus Rules of 2013 and the 2017 changes to the Part 2 rules;
 - (c) Develop a Work Plan for HIPAA privacy rule and/or Part 2 compliance issues Clackamas County needs to address;
 - (d) Review, revise and update Clackamas County HIPAA Privacy and Security rules (Security rules in consultation with the Clackamas County Security Officer) and Part 2 rules;

- (e) Develop written breach policy and procedures that align with current practice in Clackamas County and HIPAA and Part 2 regulations to meet Clackamas County organizational needs;
- (f) Review and revise current Clackamas County HIPAA and Part 2 training material;
- (g) Work with Clackamas County Counsel and/or the Clackamas County Privacy Officer to identify and define privacy officer performance requirements; and
- (h) Assist Clackamas County to develop and implement a process for evaluating and assisting in responding to instances of suspected HIPAA or Part 2 breaches that occur during the period of this contract.

B. Clackamas County responsibilities:

Pay for consulting services as described in the Payment Terms. If needed, provide office space and use of a computer, software, phone and network capabilities for the MC Privacy Officer while performing duties for Clackamas County. Assist in performance evaluation of MC Privacy Officer if requested by Multnomah County. Clackamas County retains all final authority and responsibility for HIPAA and Part 2 compliance and breach response.

3. Payment Terms:

Clackamas County agrees to pay for the services of Multnomah County's Privacy Officer on an hourly basis at the hourly rate of \$104.19 which reflects Multnomah County's Privacy Officer's salary and fringe benefits. Currently that annual sum is \$216,715.20. Additionally, mileage for travel to Clackamas County will be reimbursed by Clackamas County. Both parties understand that Multnomah County may request that this Agreement be amended to increase or decrease the compensation amount annually if costs are higher or lower than anticipated at the agreement commencement. Multnomah County will invoice Clackamas County Office of County Counsel quarterly. Payments will be due 30 days after invoice.

Invoice Mailing Address:

Clackamas County Counsel
2051 Kaen Road
Oregon City, OR 97045

Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement

A. General:

For purposes of the IGA and its Attachment A ("IGA"), Multnomah County ("County") is Clackamas County's ("Covered Entity") business associate and will comply with the obligations set forth below and under HIPAA. As described in the IGA, County creates, receives, maintains or transmits PHI on behalf of Covered Entity or to provide a service to Covered Entity.

B. Definitions:

Terms used, but not otherwise defined in this Section, will have the same meaning as those terms in 45 CFR 160.103, 164.103, 164.402 and 164.501. A reference to a regulation means the section as in effect or as amended, and for which compliance is required.

- *Breach*: as defined in 45 CFR 164.402 and includes the unauthorized acquisition, access, use, or disclosure of Protected Health Information (PHI) that compromises the security or privacy of such information.
- *Designated Record Set*: as defined in 45 CFR 164.501.
- *Individual*: as defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- *Privacy Rule*: the standards for privacy at 45 CFR Part 160 and Part 164, subpart A and E.
- *Protected Health Information (PHI)*: means any information created for or received from County under the IGA from which the identity of an Individual can reasonably be determined, and includes, but is not limited to, all of the information within the statutory meaning of "Protected Health Information" in 45 CFR 160.103.
- *Required by Law*: as defined in 45 CFR 164.103.
- *Secretary*: the Secretary of the U.S. Department of Health and Human Services (HHS) or designee.
- *Security Rule*: the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subpart A and C.
- *Unsecured Protected Health Information*: PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in 45 CFR 164.402.

C. County's Obligations:

1. County agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by the IGA or as Required or Permitted by Law. County further agrees to use or disclose PHI only on behalf of, or to provide services to, the Covered Entity in fulfilling County's obligations under the IGA, and to not make uses or disclosures that would violate the Privacy Rule if done by Covered Entity or violate the minimum necessary standard as described below.
2. When using, disclosing, or requesting PHI, County agrees to make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, in accordance with 45 CFR 164.514(d), with the following exceptions:
 - a) disclosures to or requests by a health care provider for treatment
 - b) disclosures made to the Individual about his or her own PHI
 - c) uses or disclosures authorized by the Individual
 - d) disclosures made to the Secretary in accordance with the HIPAA Privacy Rule
 - e) uses or disclosures that are Required by Law, and
 - f) uses or disclosures that are required for compliance with the HIPAA Transaction Rule.
3. County is responsible for compliance with the applicable requirements of the HIPAA Privacy Rule and Security Rule to the same extent as Covered Entity.
4. County agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the IGA.
5. County agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by 45 CFR 164 Subpart C.
6. County shall promptly notify Covered Entity of a Breach of Unsecured PHI of which County (or County's employee, subcontractor, officer or agent) knows or should have known of through the exercise of reasonable diligence.
7. County agrees to mitigate, to the extent practicable and without unreasonable delay, any harmful effect that is known to Covered Entity of a use or disclosure of PHI or Breach of Unsecured PHI by County in violation of the

requirements of the IGA or HIPAA.

8. County agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by County on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply through the IGA to County with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2).
9. County agrees to provide access to PHI about an Individual contained in a Designated Record Set within the reasonable time, manner, form and format specified in Individual's or Covered Entity's request as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.524. If an Individual requests access to information directly from County, County agrees to forward the request to Covered Entity within 5 working days of receipt. Covered Entity will be responsible for any denials of requested PHI.
10. County agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 within the reasonable time and manner specified in Covered Entity's request. County shall not respond directly to requests from Individuals for amendments to their PHI in a Designated Record Set. County agrees to forward the request to Covered Entity within 5 working days of receipt.
11. County agrees to make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained or received by County on behalf of Covered Entity available to the Secretary upon request of the Secretary, in a time and manner designated by the Secretary for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
12. County agrees to document disclosures of PHI and information related to such disclosures as required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528. County agrees to provide Covered Entity or an Individual information under this Section, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528.
13. County must forward to Covered Entity within 5 working days of receipt any request for restriction or confidential communications as described under 45 CFR 164.522 received from an Individual. County must process such request in the reasonable time and manner as directed by Covered Entity.
14. County may use and disclose PHI (a) for the proper management and administration of County, (b) to carry out the legal responsibilities of County, (c) to provide Data Aggregation services relating to the health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B) and required by the IGA, (d) to the extent and for purposes authorized by the Individual, (e) to report violations of law to appropriate Federal and State authorities consistent with 45 CFR 164.502(j)(l) or (f) as required by law.

D. Covered Entity's Obligations:

1. Covered Entity shall obtain any consent or authorization from Individuals as necessary or required under HIPAA, other federal or state law or its own policies prior to allowing County and other provider access to an Individual's PHI.
2. Covered Entity shall notify County of:
 - (a) Its permissible uses and disclosures of PHI by providing a copy of its Notice of Privacy Practices upon request;
 - (b) Any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect County's use or disclosure of PHI;
 - (c) Any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect County's use or disclosure of PHI; and
 - (d) Any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect County's use or disclosure of PHI.
3. The Covered Entity shall not request that County use or disclose PHI in any manner that would not be permissible under HIPAA.

E. Termination: Upon termination of the IGA for any reason, County will extend the protections of the IGA to any PHI that County is required to retain under any provision of the IGA. The terms of the IGA shall remain in effect until all of the PHI provided by Covered Entity to County, or created or received by County on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.



October 15, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment #2 of the MOU between Business and Community Services (County Parks) and Hoodland Women's Club to extend time to transfer properties to a Local Park District upon its formation

Purpose/Outcomes	Amend the Memorandum of Understanding (MOU) between Clackamas County Business and Community Services (BCS) - County Parks and the Hoodland Women's Club to allow additional time for the formation of a Park District and subsequent transfer of property from Clackamas County to the newly formed Park District.
Dollar Amount and Fiscal Impact	Upon successful formation of a Park District by the Hoodland Women's Club, BCS - County Parks would transfer certain real properties to the Park District.
Funding Source	County owned property assets.
Duration	February 8, 2018 through November 30, 2021
Previous Board Action	The Board of County Commissioners (BCC) approved the original MOU on February 1, 2018, Agenda Item E.1., and Amendment #1 on April 30, 2020, Agenda Item F.1.
Strategic Plan Alignment	<p>1) This MOU supports the BCS - County Parks goal of providing outdoor recreation, camping, and land stewardship services to residents and visitors so they can experience clean, safe and healthy recreation and natural resource opportunities in rural Clackamas County by providing the Hoodland area community with park lands for utilization by a newly formed Park District.</p> <p>2) This MOU supports County strategic priority to Honor, Utilize, Promote and Invest in our Natural Resources by providing county assets to a newly formed Park District so community members can benefit from the land and engage in outdoor recreation, contributing to the Policy Perspective of supporting a healthy and active lifestyle.</p>
County Counsel Review	County Counsel Review Date: October 6, 2020 Counsel Initials: ARN
Procurement Review	Was the item processed through procurement? N/A
Contact Person	Laura Zentner, BCS Director, (503) 742-4351 Sarah Eckman, BCS Deputy Director (503) 742-4303
Contract No.	N/A

BACKGROUND:

On February 1, 2018, the Board of County Commissioners approved Business & Community Services (BCS) to enter into an MOU with the Hoodland Women's Club through the November 2020 election. The MOU provided the recognition of time for Hoodland Women's Club (HWC) and the desire of Clackamas County, as approved by the Board of County Commissioners and County Parks Advisory Board, to transfer certain real properties to a local Park District upon its successful formation so that the community can self-determine and support the ongoing uses of the transferred real property assets. If district formation is not successful, BCS County Parks would move forward with the sale of these surplus assets as presented to the BCC in 2018.

Since that time, the HWC and community have been working diligently to navigate the complex processes for district formation. On Feb. 22, 2020, Commissioners Humberston, Schrader and Bernard, along with BCS County Parks Manager attended a Town Hall meeting to discuss District formation, progress made and the next steps needed to get on the November 2020 ballot. The Commissioners expressed their continued support to the community for the formation of a Parks District.

With the COVID-19 pandemic now fully upon us, the HWC believes that the remaining steps necessary for getting on the November ballot may not be achievable and are requesting an extension of the MOU with the goal of getting on the November 2021 ballot. The HWC originally requested an extension through May 2021, but has since requested additional time.

RECOMMENDATION:

Staff respectfully recommends the BCC approve the MOU extension through November 30, 2021.

ATTACHEMENT:

Amendment #2 to memorandum of understanding between Clackamas County Business and Community Services - County Parks and the Hoodland Women's Club

Respectfully submitted,

Laura Zentner

Laura Zentner, CPA
Director, Business & Community Services

**AMENDMENT #2 TO MEMORANDUM OF UNDERSTANDING
BETWEEN CLACKAMAS COUNTY BUSINESS AND
COMMUNITY SERVICES (COUNTY PARKS) AND
AND THE HOODLAND WOMEN’S CLUB**

THIS AMENDMENT (“Amendment”) is entered into by and between Clackamas County on behalf of its Department of Business and Community Services (County Parks) (“BCS”), a political subdivision of the State of Oregon, and the Hoodland Women’s Club (“HWC”) and shall become a part of that Memorandum of Understanding entered between the parties on February 8, 2018 (the “MOU”).

RECITALS

WHEREAS, Clackamas County currently owns certain real properties known as Hoodland Park, 25400 East Salmon River Road in Welches Oregon. Specifically, the properties are known as the Dorman Center – Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (1.24 acres), the Water Tower – Map 37E04 00903 (5.14 acres), and the Hunchback Strip – Map 37E04 00904 (10.62 acres);

WHEREAS, it is the intent and desire of Clackamas County, as acknowledged by the Board of County Commissioners and County Parks Advisory Board, to transfer the above referenced real property, consistent with applicable law, upon the successful formation of a Park District;

WHEREAS, the parties desire to extend the effective date of the MOU through November 30, 2021;

WHEREAS, the parties desire to further defer designation of the properties as surplus with the intention of selling for a period through November 30, 2021 to give time for the HWC and Community to form and approve a Park District.

NOW, THEREFORE, 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 to amend the Agreement as follows:

1. **General Provisions.** Section B.1 is hereby amended to provide a new deferral date, as set for below:

BCS will agree to defer designation of the properties as surplus with the intention of selling for a period through **November 30, 2021** to give time for the HWC to form and approve a Park District consistent with applicable law. Any further deferral is contingent upon written approval by the Clackamas County Board of Commissioners.

Except as expressly amended above, all other terms and conditions of the MOU shall remain in full force and effect. By signature below, the parties agree to this Amendment, effective upon the date of the last signature below.

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

Clackamas County

Hoodland Women's Club

Chair, Board of County Commissioners

By: _____
Its: _____

Date

Date



October 15, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment #2 of the MOU between Business and Community Services (County Parks) and Hoodland Women's Club to extend time to transfer properties to a Local Park District upon its formation

Purpose/Outcomes	Amend the Memorandum of Understanding (MOU) between Clackamas County Business and Community Services (BCS) - County Parks and the Hoodland Women's Club to allow additional time for the formation of a Park District and subsequent transfer of property from Clackamas County to the newly formed Park District.
Dollar Amount and Fiscal Impact	Upon successful formation of a Park District by the Hoodland Women's Club, BCS - County Parks would transfer certain real properties to the Park District.
Funding Source	County owned property assets.
Duration	February 8, 2018 through November 30, 2021
Previous Board Action	The Board of County Commissioners (BCC) approved the original MOU on February 1, 2018, Agenda Item E.1., and Amendment #1 on April 30, 2020, Agenda Item F.1.
Strategic Plan Alignment	<p>1) This MOU supports the BCS - County Parks goal of providing outdoor recreation, camping, and land stewardship services to residents and visitors so they can experience clean, safe and healthy recreation and natural resource opportunities in rural Clackamas County by providing the Hoodland area community with park lands for utilization by a newly formed Park District.</p> <p>2) This MOU supports County strategic priority to Honor, Utilize, Promote and Invest in our Natural Resources by providing county assets to a newly formed Park District so community members can benefit from the land and engage in outdoor recreation, contributing to the Policy Perspective of supporting a healthy and active lifestyle.</p>
County Counsel Review	County Counsel Review Date: October 6, 2020 Counsel Initials: ARN
Procurement Review	Was the item processed through procurement? N/A
Contact Person	Laura Zentner, BCS Director, (503) 742-4351 Sarah Eckman, BCS Deputy Director (503) 742-4303
Contract No.	N/A

BACKGROUND:

On February 1, 2018, the Board of County Commissioners approved Business & Community Services (BCS) to enter into an MOU with the Hoodland Women's Club through the November 2020 election. The MOU provided the recognition of time for Hoodland Women's Club (HWC) and the desire of Clackamas County, as approved by the Board of County Commissioners and County Parks Advisory Board, to transfer certain real properties to a local Park District upon its successful formation so that the community can self-determine and support the ongoing uses of the transferred real property assets. If district formation is not successful, BCS County Parks would move forward with the sale of these surplus assets as presented to the BCC in 2018.

Since that time, the HWC and community have been working diligently to navigate the complex processes for district formation. On Feb. 22, 2020, Commissioners Humberston, Schrader and Bernard, along with BCS County Parks Manager attended a Town Hall meeting to discuss District formation, progress made and the next steps needed to get on the November 2020 ballot. The Commissioners expressed their continued support to the community for the formation of a Parks District.

With the COVID-19 pandemic now fully upon us, the HWC believes that the remaining steps necessary for getting on the November ballot may not be achievable and are requesting an extension of the MOU with the goal of getting on the November 2021 ballot. The HWC originally requested an extension through May 2021, but has since requested additional time.

RECOMMENDATION:

Staff respectfully recommends the BCC approve the MOU extension through November 30, 2021.

ATTACHEMENT:

Amendment #2 to memorandum of understanding between Clackamas County Business and Community Services - County Parks and the Hoodland Women's Club

Respectfully submitted,

Laura Zentner

Laura Zentner, CPA
Director, Business & Community Services

**AMENDMENT #2 TO MEMORANDUM OF UNDERSTANDING
BETWEEN CLACKAMAS COUNTY BUSINESS AND
COMMUNITY SERVICES (COUNTY PARKS) AND
AND THE HOODLAND WOMEN’S CLUB**

THIS AMENDMENT (“Amendment”) is entered into by and between Clackamas County on behalf of its Department of Business and Community Services (County Parks) (“BCS”), a political subdivision of the State of Oregon, and the Hoodland Women’s Club (“HWC”) and shall become a part of that Memorandum of Understanding entered between the parties on February 8, 2018 (the “MOU”).

RECITALS

WHEREAS, Clackamas County currently owns certain real properties known as Hoodland Park, 25400 East Salmon River Road in Welches Oregon. Specifically, the properties are known as the Dorman Center – Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (1.24 acres), the Water Tower – Map 37E04 00903 (5.14 acres), and the Hunchback Strip – Map 37E04 00904 (10.62 acres);

WHEREAS, it is the intent and desire of Clackamas County, as acknowledged by the Board of County Commissioners and County Parks Advisory Board, to transfer the above referenced real property, consistent with applicable law, upon the successful formation of a Park District;

WHEREAS, the parties desire to extend the effective date of the MOU through November 30, 2021;

WHEREAS, the parties desire to further defer designation of the properties as surplus with the intention of selling for a period through November 30, 2021 to give time for the HWC and Community to form and approve a Park District.

NOW, THEREFORE, 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 to amend the Agreement as follows:

1. **General Provisions.** Section B.1 is hereby amended to provide a new deferral date, as set for below:

BCS will agree to defer designation of the properties as surplus with the intention of selling for a period through **November 30, 2021** to give time for the HWC to form and approve a Park District consistent with applicable law. Any further deferral is contingent upon written approval by the Clackamas County Board of Commissioners.

Except as expressly amended above, all other terms and conditions of the MOU shall remain in full force and effect. By signature below, the parties agree to this Amendment, effective upon the date of the last signature below.

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

Clackamas County

Hoodland Women's Club

Chair, Board of County Commissioners

By: _____
Its: _____

Date

Date



Evelyn Minor-Lawrence
Director

2051 Kaen Road | Oregon City, OR 97045

October 15, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Adoption of the Deferred Compensation Committee Charter

Purpose/Outcomes	To document the responsibilities and functions of the Deferred Compensation Committee
Dollar Amount and Fiscal Impact	\$0.00
Funding Source	N/A
Duration	Implementation 10/01/2020
Previous Board Action	Policy Session 10/1/2019
Strategic Plan Alignment	<i>1. How does this item align with your department's Strategic Business Plan goals? Provide cost-effective, responsive and comprehensive benefit services to County departments, current and retired employees and their family members so they can better serve the residents of Clackamas County.</i> <i>2. How does this item align with the County's Performance Clackamas goals? Build public trust through good government.</i>
Contact Person	Kristi Durham, HR Benefits Manager 503-742-5470
Contract No.	N/A

BACKGROUND:

The Deferred Compensation Committee was established for the purpose of acting on behalf of the County in connection with Plan administration and investments made available under the Plan.

The Deferred Compensation Committee Charter sets forth the responsibilities and functions of the Committee.

RECOMMENDATION:

Staff recommends the Board approve the attached Deferred Compensation Committee Charter document.

Respectfully submitted,

Kristi Durham  Digitally signed by Kristi Durham
Date: 2020.09.30 21:15:41 -07'00'

Kristi Durham, HR Benefits Manager

County of Clackamas, Oregon

Charter of the Deferred Compensation Committee for the Clackamas County Deferred Compensation Plan

Revised effective as of October 1, 2020

The County of Clackamas, Oregon (the “County”), serving as both the “Plan Sponsor” and the Trustee of the Clackamas County Deferred Compensation Plan (the “Plan”), has established the Deferred Compensation Committee for the Plan (the “Committee”) for the purpose of acting on behalf of the County in connection with Plan administration and the investments made available from time to time under the Plan. In this regard, the Committee shall serve as the designated “Plan Administrator,” including with respect to the investment powers described in Section 5.2 of the Plan document. The Committee’s primary responsibilities are to administer the Plan and to exercise oversight as to investment alternatives (the “Investment Options”) made available to participants under the Plan. This Charter of the Committee (the “Charter”) sets forth the responsibilities and functions of the Committee. It is a description of actions the Committee might take in fulfilling its role; it is not a required set of procedures the Committee must follow.

A. Membership

1. The Committee shall be comprised of at least five (5) voting members:
 - a. The Clackamas County Benefits Manager, who shall serve as Chairperson;
 - b. The County Treasurer, who shall serve as Co-Chair;
 - c. One appointee selected by each president of the employee unions that have entered into collective bargaining agreements with the County;
 - d. Other designated persons appointed from time to time by the County Board of Commissioners or its delegate, the Committee Chairperson.
2. A Committee voting member may resign by giving prior written or electronic notice to the Committee Chairperson.
3. A Committee voting member may be removed for cause by their Appointing Authority. “Cause,” as used herein means one or more of the following:

- a. Violation of Oregon Revised Statutes (ORS) Chapter 244, the Government Ethics Act.
- b. Failure to perform the roles and functions outlined in Section B of this Charter.

Any committee member may report alleged violations and failures to perform to the Committee Chairperson. The Committee Chairperson will review and forward the reported information to the Appointing Authority. Alleged violations and failures to perform by the Committee Chairperson and Co-Chair may be reported to the County Board of Commissioners.

- 4. Responsibilities of the Chairperson. The Chairperson's normal duties as used herein means one or more of the following:
 - a. Scheduling Committee meetings and inviting guests, as appropriate;
 - b. Setting the meeting agenda; overseeing distribution of meeting materials;
 - c. Chairing meetings, overseeing discussion, minutes and actions taken; and
 - d. Overseeing the Committee's communication with employees, beneficiaries, regulators, consultants, vendors, and other third parties.
 - e. Communicating committee member violations or failure to perform to their Appointing Authority.

B. Committee Responsibilities

- 1. Administrative Duties. Subject to duties assigned to a specific Committee member, another plan fiduciary or a third-party (for whose actions, or failures to act, the Committee may remain subject to fiduciary liability), the Committee may be responsible for the following matters relating to Plan administration:
 - a. Maintaining the Plan document in accordance with legal requirements;
 - b. Interpreting the Plan;
 - c. Maintaining the Plan's Summary Plan Description;
 - d. Providing information to Plan participants upon request;

- e. Determining eligibility to participate and benefits;
 - f. Offering eligible employees the opportunity to enroll in the Plan;
 - g. Monitoring timely transmittal of participant contributions;
 - h. Administering in-service withdrawals and post-employment distributions;
 - i. Determining the rights of Plan participants and beneficiaries and deciding benefit claims and appeals;
 - j. Administering domestic relations orders that purport to be qualified orders;
 - k. Paying Plan expenses, with Plan assets when appropriate;
 - l. Responding to inquiries from regulators;
 - m. Managing the Plan's relations with third-party advisors, consultants and vendors, including reviewing, as appropriate, the performance of advisors, consultants and vendors and soliciting alternate proposals or replacing advisors, consultants and vendors as desired;
 - n. Recommending to the County Plan amendments that might simplify or clarify the Plan or its administration or ensure or facilitate compliance with legal requirements;
 - o. Addressing issues raised by Plan participants and beneficiaries
 - p. Reviewing and updating the Charter as necessary or desirable; and
 - q. Regularly attend committee meetings. Whenever a voting member misses three or more consecutive meetings, that member should consider whether or not to continue participation.
2. Investment Duties. Subject to duties assigned to a specific Committee member, another plan fiduciary or a third-party (for whose actions, or failures to act, the Committee may remain subject to fiduciary liability), the Committee may be responsible for the following matters relating to Plan investments:

- a. Selection, oversight, and evaluation of the Investment Options made available under the Plan, and for making changes to the Investment Options with consultation, as desired, from investment advisors.
 - b. To approve and monitor the Investment Policy Statement (the "Policy") for the Plan;
 - c. To offer Plan Participants a diversified offering of Investment Options to minimize the risk of large losses;
 - d. To receive and review periodic reports about the status of the Investment Options;
 - e. To act on behalf of the County with respect to the appointment and termination of trustees, investment advisors and consultants, named fiduciaries or other positions relating to the investments held under the Plan;
 - f. To review periodically the performance of any third parties engaged in the administration, management or investment of funds of the Plan, including the review and renegotiation of services agreements with such third parties; and
 - g. To delegate certain investment responsibilities to subcommittees, if the Committee determines that such delegation is advisable and is otherwise allowable by law or regulation and is not inconsistent with the terms of the Plan.
3. The Committee shall perform all duties in accordance with the Plan document and in the best interests of Plan participants and beneficiaries, while acting with the care, skill, and diligence that a reasonable person acting in a like capacity familiar with such matters would use in a similar situation.
 4. In fulfilling its responsibilities, the Committee may obtain the advice and assistance of County management, and may select, retain and replace consultants, investment advisors, legal advisors, or other professionals, as is deemed appropriate under County policy.
 5. The Committee shall serve as a designated fiduciary with respect to the investments of Plan assets and for managing and administering the Plan more generally. Nothing contained in this Charter is intended to create, or should be construed as creating, any responsibility or liability of the members of the Committee, except to the extent otherwise provided in this Charter or under applicable federal or state law.

6. The Committee shall have the authority, to the extent it deems necessary or appropriate, to retain independent counsel or other independent advisors to provide advice to the Committee or to conduct investigations at the direction of the Committee. Retention of outside legal counsel is subject to the written approval of County Counsel.
7. Members of the Committee shall not be compensated for their services as such, since the performance of such services are deemed to be in partial fulfillment of their responsibilities as employees of the County. However, subject to appropriation of funds by the County Board of Commissioners, and the limits of Article XI, Section 10, of the Oregon Constitution, expenses reasonably incurred by the Committee shall be the responsibility of the County to the extent such expenses are not paid by the Plan.

C. Meetings

1. The Committee shall meet on an annual (or more frequent) schedule to provide for the orderly and timely administration of the business with a goal of meeting at least quarterly. The Chairperson, or any two Committee voting members, may call meetings of the Committee. Any meeting shall be called upon at least three (3) days' electronic or at least seven (7) days' written notice to all Committee voting members. This notice shall specify the date, time and place of such meeting and specify the purpose thereof and any action proposed to be taken. The meeting shall comply with the Oregon Public Meetings Law, Oregon Revised Statutes Chapter 192.
2. Such County officers and other employees of the County, and outside consultants or counsel, as the Committee may designate, may attend the meetings. At its discretion, the Committee may meet in executive session, subject to the requirements of applicable law.
3. Prior to each meeting, the Committee Chairperson shall send Committee members an agenda of topics for the meeting and, if completed, the minutes for the prior meeting. Written reports may accompany the agenda or be sent separately for review by the Committee voting members prior to the meeting. Any topic not on the agenda may be introduced at any meeting at the request of a Committee voting member, but any voting on this topic must be delayed until the next meeting.
4. A quorum shall be present at a meeting in order for the Committee to transact business. A quorum consists of a majority of all members of the Committee, not just those present. A vacancy on the board does not affect the quorum requirements. Any voting Member

present in person or by telephonic or similar communication arrangement for any part of any meeting shall be deemed to be present for the entirety of such meeting for the purpose of determining the presence of a quorum. The Committee can take official action only with the affirmative vote of a majority of all members. The voting on all questions coming before the Committee shall be by voice vote, where each member clearly states their name and vote. The Committee shall comply with applicable law, including ORS 192.650, in the recordation of any Committee meeting and minutes kept as part of the same.

5. Any and all actions taken by the Committee at any meeting shall be by a majority vote of all voting members in attendance at such meeting, including any voting member present but not voting on a particular matter. A voting member shall not vote or act upon any matter that relates solely to him or herself as a Plan participant.
6. The Committee voting member may participate in any meeting through the use of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. A Committee voting member's participation in a meeting by such means shall constitute that member's presence in person at the meeting.
7. The Chairperson, and another Committee voting member if authorized by the Committee, shall have signing authority to execute any notice, certificate or other written instrument relating to the investments of the Plan in accordance with the direction of the Committee.
8. The Committee shall maintain written minutes of its meetings subject to Oregon Public Meetings Law and Public Records Law. The Committee may designate an individual to take the minutes, and the individual need not be a voting member of the Committee.

D. Hearing Process And Procedure

The principles of parliamentary rules of procedures such as Robert's Rules of Order shall govern proceedings at any meeting of the Committee. The Chairperson shall be guided by these principles in deciding any procedural questions. The Chairperson's decision on procedural matters may be overruled by a majority of the members voting on the question. The Committee may establish a more detailed hearing procedure to provide for an orderly process for holding a public hearing. All meetings shall comply with the Oregon Public Meetings Law.

E. Amendments

This Charter may be amended. Proposed amendments shall be submitted to the County Counsel for approval. Upon approval of the County Counsel, the proposed amendments shall be approved by the members of the Committee. However, the amendments shall not be in effect until approved by the Board of County Commissioners and that approval has been communicated back to the Chairperson.

F. Records

All records of the Committee shall be subject to disclosure except as allowed by exemptions of the Oregon Public Records Law

G. Dissolution

The Committee shall be considered inactive if it fails to meet the requirements of this Charter. An inactive Committee shall be dissolved and will no longer be recognized by the Board of County Commissioners. Should the Committee be dissolved, disbursement of the Committee funds, if any, shall be returned to the County upon dissolution of the Committee.

IN WITNESS WHEREOF, the Employer has caused this Committee Charter to be signed and attested by its duly authorized officers on the _____ day of _____, 2020.

Board of County Commissioners:

Chair

Recording Secretary

Deferred Compensation Committee:

Committee Chairperson