

AGENDA

Thursday, February 6, 2020 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-07

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Presentation Regarding Hunger in our Community and announcing the results of the 2019 H3S Food Drive (Rich Swift, Health, Housing & Human Services Director)

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

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

1. Approval of Board Order No. _____ for Boundary Change Proposal CL 19-008 Annexation to Clackamas County Service District No.1 (Ken Martin, Boundary Change Consultant)
2. Approval of Board Order No. _____ for Boundary Change Proposal CL 19-009 Annexation to Clackamas County Service District No.1 (Ken Martin, Boundary Change Consultant)
3. First Reading of Ordinance No. _____ Amending County Code Chapter 2.05, Personnel Policies and Procedures for Clackamas County Employees and Declaring an Emergency (Andrew Narus, County Counsel)

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

A. Health, Housing & Human Services

1. Approval for Agreement No. 9574 an Intergovernmental Agreement between Clackamas County Health Centers Division (CCHCD) and Clackamas County Housing Authority (CCHA) for a housing development partnership – *Health Centers*

2. Approval of a Revenue Grant Agreement with Oregon Department of Education, Early Learning Division for Healthy Families Oregon – *CFCC*
3. Approval of a Local Grant Agreement Amendment No.1 with Northwest Family Services to provide Evidence-based Parenting Education Classes – *CFCC*
4. Approval of a Subrecipient Agreement with the Mental Health & Addictions Association of Oregon for Alcohol and Drug Recovery Peer Delivered Services – *Behavioral Health*
5. Approval of a Subrecipient Agreement with the Mental Health & Addictions Association of Oregon for Older Adult Peer Support Services – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with University of Oregon for an AmeriCorps Member
2. Approval of an Intergovernmental Agreement with Metro to Implement the FY 19-20 Annual Waste Reduction, Recycle at Work Program, and Commercial Food Scraps Collection Requirements

C. Business & Community Services

1. Approval of a Contract with Baker & Taylor, LLC Book and Digital Media Purchasing and Processing Services - *Procurement*

D. County Counsel

1. Approval of an Assignment of Easement Agreement with Fischer's Forest Park Property Owners' Association for Lot 27 Fischer's Forest Park

E. Technology Services

1. Approval for a Service Level Agreements between Clackamas Broadband eXchange and the City of Canby

V. WATER ENVIRONMENT SERVICES

1. Approval of an Intergovernmental Agreement with the University of Washington to model Projected Changes in Precipitation Extremes due to Climate Change
2. Approval of an Assignment of Easement Agreement with Fischer's Forest Park Property Owners' Association for Lot 27 Fischer's Forest Park

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

February 6, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Presentation regarding Hunger in our Community and
announcing the results of the 2019 H3S Food Drive**

Purpose/Outcomes	Every year, Clackamas County Health, Housing and Human Services holds a food drive to help support the Oregon Food Bank and the many organizations here in Clackamas County that rely on donations.
Dollar Amount and Fiscal Impact	45,049 pounds of food
Funding Source	N/A
Safety Impact	Reduction of food insecurity
Previous Board Action	None
Strategic Plan Alignment	1. H3S – Individuals and families in need are healthy and safe 2. County – Ensure safe, healthy and secure communities
Counsel Review	N/A
Contact Person	Richard Swift, Director, 503-650-5697
Contract No.	N/A

Background:

Hunger is a serious problem in Oregon. In an average month, an estimated 265,000 people – over 82,000 of them children - are receiving food from a food pantry.

Food provided by the Oregon Food Bank is extremely important for people in need in Clackamas County. Donations are what keeps places like Clackamas Service Center on Southeast 80th Avenue, Sandy Community Action Center, Estacada Area Food Bank and Colton Helping Hands running and able to feed the hungry.

Additionally, the Oregon Food Bank works to eliminate the root causes of hunger through other avenues, including:

- Garden education; taught to more than 1,000 low-income adults, including those from immigrant/refugee populations
- Successful passage of the Student Success Act, which doubled the number of schools that can opt into providing free breakfast and lunch for students
- Partnering with health professionals to screen 1.6 million people annually at clinical visits for hunger
- Participation from over 1600 adults and children in nutrition education to learn how to prepare nutritious food with limited resources
- Quadrupling the number of School Pantries to 40, resulting in more than 72,000 households provided produce and staples
- Opening 14 new Free Food Markets in the last year, expanding the reach to rural areas within Clackamas County

Healthy Families. Strong Communities.

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

www.clackamas.us

Every year, Clackamas County Health, Housing and Human Services hosts a food drive to help support the Oregon Food Bank and the many organizations in Clackamas County that rely on donations.

Since our first food drive in 2009, we collected the equivalent of 331,482 pounds of food. This year, on our 10th anniversary of the annual food drive, we collected the equivalent of 45,049 pounds of food for the Oregon Food Bank.

This was the first year that we combined the Food Drive with the county's Annual Employee Picnic. Thanks to the support of the A Team, we were able to draw a bigger crowd to the carnival. As always, staff provided creative games and activities to raise money for this important organization.

The biggest draw was the gift basket raffle, which raised \$2060. Thank you to the BC C, County Administration, Business and Community Services, The Sheriff's Office, Health, Housing & Human Services, Records Management, Technology Services and Water Environment Services for donating baskets. We also want to thank Human Resources, Public and Government Affairs, Department of Transportation and Development, and the Juvenile Department for their participation in the food drive.

Several department directors volunteered their time to sit in a dunk tank. Employees paid for the chance to dunk directors. We want to thank Assistant Director of DTD, Mike Bezner, Health Centers Medical Director, Andrew Suchocki, Water Environment Services Department Director, Greg Geist and Assistant Director, Chris Story, and H3S Director Richard Swift, in for 45 minutes, for their willingness to brave the cold water to help make a difference in the lives of Clackamas County residents.

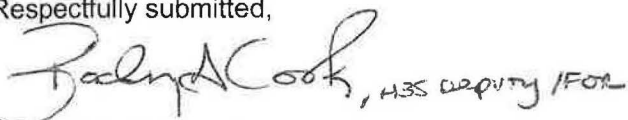
We also want to thank the following food trucks who were on campus throughout the summer and donated a portion of their sales to the food drive: Tamale Boy, Café de Crepe, Pepe Caliente, Koi Fusion, Retrolicious, Home Platers Sliders, Slicks Big Time BBQ, Killer Burger, and Chop Chop Chicken Sundaes.

On behalf of H3S, I want to thank all of the staff who participated, along with the coordinators in each division, who helped to make the food drive a success. We know that in difficult times, it is important for communities to come together to help each other. The H3S Food Drive is a great example of this, and we look forward to coming together again next year.

Recommendation:

No action needed.

Respectfully submitted,

A handwritten signature in black ink that reads "Richard Swift, H3S Deputy / FOR". The signature is written in a cursive, flowing style.

Richard Swift, Director
Health, Housing & Human Services



OFFICE OF COUNTY COUNSEL

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

Stephen L. Madkour
 County Counsel

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

February 6, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Board Order for Boundary Change Proposal CL 19-008
Annexation to Clackamas County Service District No. 1

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

BACKGROUND

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 19-008 is a proposed annexation to Clackamas County Service District No. 1 ("District").

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

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

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

The territory to be annexed is located generally in the eastern part of the District. The territory contains .50 acres, one single family dwelling and is valued at \$167,271.

REASON FOR ANNEXATION

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

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

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

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

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

Service availability is covered in the proposed findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

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

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

To approve a boundary change the County must:

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

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

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

RECOMMENDATION

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-19-008, annexation to Clackamas County Service District No. 1.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nate Bodarman", with a long, sweeping underline that extends to the right.

Nate Bodarman
Assistant County Counsel

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

In the Matter of Approving
Boundary Change
Proposal No. CL 19-008



Order No. _____

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

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

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

Whereas, It further appearing that this matter came before the Board for public hearing on February 6, 2020 and that a decision of approval was made February 6, 2020.

NOW THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 19-008 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of February 6, 2020.

DATED this 6th day of February, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

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

1. The territory to be annexed contains .50 acres, one single family dwelling and is valued at \$167,271.
2. The property owners desire sewer service to serve the existing single family dwelling within the City of Happy Valley.
3. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

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

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

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

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption.

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

To approve a boundary change the County must:

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

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

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

5. Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.
6. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall " . . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195." ORS 197.015 says

"Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

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

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

POLICIES

Sanitary Sewage Disposal

* * *

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

8. The territory is inside the City of Happy Valley and has a zoning designation of R-10 single family. The existing development is compatible with this designation.
9. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
10. WES, as the service provider for the District, has an 8 inch sewer line in SE 152nd Avenue which can serve the site.
11. The Sunrise Water Authority provides water service to the property.
12. The area receives police service from the City of Happy Valley which contracts with the Clackamas County Sheriff's Department for service.
13. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
14. The area to be annexed receives parks and recreation service from either the City of Happy Valley or North Clackamas Parks and Recreation District.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 4 & 9 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County Comprehensive Plan and the Happy Valley Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 10. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

EXHIBIT 'B'

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

A portion of Section 25, Township 1 South, Range 2 East, of the Willamette Meridian, in the City of Happy Valley, County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the one-quarter section corner on the North line of said Section 25, which point is the Northeast corner of the Christian Deardorff and wife Donation Land Claim, as described in US Patent recorded in Deed Book 30, Page 31, said county; thence South along the East line of the Northwest one-quarter of said Section, a distance of 330 feet; thence West 10 feet to a point on the West line of a roadway now known as S.E. 152nd Avenue, said West line also being the West line of that 10 foot strip of land conveyed to Clackamas County for road purposes by Deed recorded in Deed Book 365, Page 410, said County; thence South along the West line of said 10 foot strip 181 feet to a point which is the true point of beginning of the lands hereby conveyed; thence West 271 feet; thence South 81 feet; thence East 271 feet to the West line of said 10 foot strip; thence North along said West line of said 10 foot wide strip 81 feet to the point of beginning.



OFFICE OF COUNTY COUNSEL

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

Stephen L. Madkour
 County Counsel

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

February 6, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Board Order for Boundary Change Proposal CL 19-009
Annexation to Clackamas County Service District No. 1

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

BACKGROUND

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 19-009 is a proposed annexation to Clackamas County Service District No. 1 ("District").

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation.

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

The territory to be annexed is located generally in the eastern part of the District. The territory contains .70 acres, one single family dwelling and is valued at \$199,898.

REASON FOR ANNEXATION

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

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership ("WES") as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

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

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

Service availability is covered in the proposed findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

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

To approve a boundary change the County must:

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

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

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

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

RECOMMENDATION

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-19-009, annexation to Clackamas County Service District No. 1.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

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

In the Matter of Approving
Boundary Change Proposal
No. CL 19-009



Order No. _____

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

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

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

Whereas, It further appearing that this matter came before the Board for public hearing on February 6, 2020 and that a decision of approval was made February 6, 2020.

NOW THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 19-009 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of February 6, 2020.

DATED this 6th day of February, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

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

1. The territory to be annexed contains .70 acres, one single family dwelling and is valued at \$199,898.
2. The property owners desire sewer service to serve the existing single family dwelling.
3. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership (“WES”) as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

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

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

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption.

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

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:

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

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

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

- 5. Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.
- 6. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

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

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

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

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.
8. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
9. WES, as the service provider for the District, has an 12 inch sewer line in SE 142nd Avenue which can serve the site.
10. The Sunrise Water Authority provides water service to the property.
11. The area receives police service from the Clackamas County Sheriff's Department.
12. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
13. The area to be annexed receives parks and recreation service from the North Clackamas Parks and Recreation District.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 4 & 8 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plan (Clackamas County Comprehensive Plan) and concludes this proposal complies with it. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 9. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

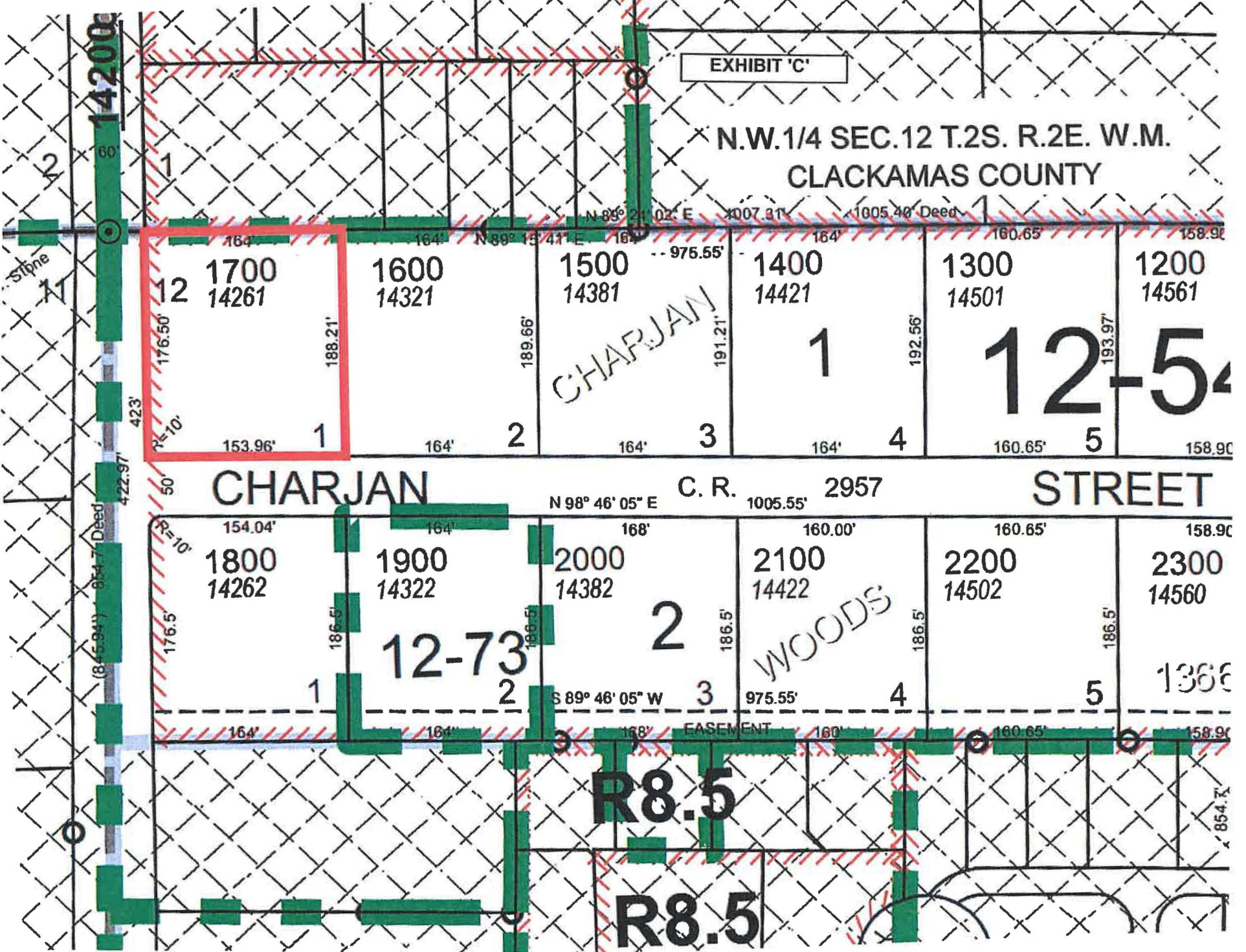
EXHIBIT B

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

A tract of land located in the Northwest One-Quarter of Section 12, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon and being more particularly described as Lot 1, Block 1 of Charjan Woods, Plat No. 1366, Clackamas County, Oregon.

EXHIBIT 'C'

N.W. 1/4 SEC. 12 T.2S. R.2E. W.M.
CLACKAMAS COUNTY





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

January 29, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

First reading of Ordinance XX-2020
Amending County Code

Chapter 2.05, Personnel Policies and Procedures for Clackamas County Employees
and Declaring an Emergency

Purposes/Outcome	To amend County Code Chapter 2.05 to remove provisions related to personnel matters for employees working as "Limited Term Appointments"
Dollar Amount and Fiscal Impact	Costs savings of aligning limited term appointments with grant funding are not easily calculated. No increased cost associated with the change.
Funding Source	Not applicable.
Duration	Indefinite until amended.
Previous Board Action	County Code 2.05.030, which defines Limited Term Appointments has been amended six times since its codification in 2000, most recently 2014. This matter was presented at Issues on January 14, 2020.
Strategic Plan Alignment	Build Public Trust through Good Government
Contact Person	Andrew Narus, Assistant County Counsel

Background:

Currently, the Clackamas County Code provides certain terms and conditions of employment for "Limited Term Appointment," which are appointments to positions that have been "budgeted and allocated for a limited duration not to exceed two (2) years but which is in excess of the time requirements for temporary positions." County Code 2.05.030(EE). Under the County Code, temporary positions cannot work more than 1560 hours annually for positions on a forty hour per week schedule or 1462.5 hours annually for positions on a 37.5 hour per week schedule. Employees working as limited

term appointments are not subject to all provisions of the personnel ordinance and they are specifically exempt from certain County Employment Practices and Policies.

The current restriction on these appointments to two years of service presents a problem when the funding for the position is tied to a state or federal grant. Because many grants operate on a three-year funding cycle, once the employee reaches two years of service they may be converted to a regular status employee to continue their work under the grant. Once the employee attains regular status, they are entitled to transfer rights, bumping rights, and reinstatement rights that were never intended for the limited term position. The processing associated with those rights results in increased costs for the County.

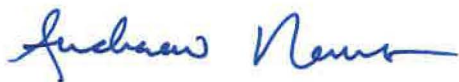
Two unions have provisions in their collective bargaining agreements with the County that restrict limited term appointments to two years of service. In November and December 2019, the County secured memoranda of agreement with both unions to change the language of the contract and allow three years of service for limited term appointments. The changes to the collective bargaining agreements are effective immediately.

The proposed changes to the County Code will allow limited term appointments to serve in that status for up to three years. Additionally, removing these provisions in the Code will offer greater flexibility in defining the terms and conditions of employment for limited term appointments and greater responsiveness in addressing any similar issues with this employment designation. If approved, these changes would go into effect immediately after a second reading pursuant to a declaration of emergency in the ordinance.

Recommendation:

Staff respectfully request the Board hold a public hearing on the first reading of this ordinance and provide any requested changes and then schedule for a second reading and adoption and declare an emergency upon adoption at the second reading.

Respectfully submitted,



Andrew Narus
Assistant County Counsel

ORDINANCE NO. __-2020

**An Ordinance Amending
Clackamas County Code Chapter 2.05 - Personnel Policies and
Procedures for Clackamas County Employees**

Whereas, Chapter 2.05 - Personnel Policies and Procedures for Clackamas County Employees was adopted in 2000 and amended repeatedly over the past 20 years; and

Whereas, it has become apparent that the County Code provisions related to the terms and conditions of employment for limited term appointees occasionally conflict with external requirements for said appointees; and

Whereas, to efficiently meet the needs of the County through the provision of services by limited term appointments requires flexibility in defining the terms and conditions of employment in that designation; and

Whereas, such flexibility is best achieved through internal administrative processes; and

Whereas, it further appearing that this matter came before the Board for public hearing on January 14, 2020;

**NOW, THEREFORE, THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS
ORDAINS AS FOLLOWS:**

Section 1: Chapter 2.07.030 – Definitions, 2.05.040.3(B)(8) – Application of Personnel Chapter, and 2.05.100.1(B)(4) – Types of Appointments are amended as depicted in Exhibit A, attached hereto and incorporated by this reference.

Section 2: Emergency Clause. The Board of Commissioners hereby finds and declares that due to the need to amend the Code and apply the new standards for employees, an emergency exists that requires the Ordinance to take immediate effect. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this __ day of February, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Code Sections Showing Changes

2.05.030 Definitions

.....

~~EE. LIMITED TERM APPOINTMENT means an appointment to a position which has been budgeted and allocated for a limited duration not to exceed two (2) years but which is in excess of the time requirements for temporary positions.~~

.....

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 10-2004, 11/18/04; Amended by Ord. 07-2005, 11/3/05; Amended by Ord. 05-2007, 6/7/07; Amended by Ord. 05-2009, 10/29/09; Amended by Ord. 01-2011, 4/28/11; Amended by Ord. 05-2014, 9/25/14]

2.05.040.3 Application Of Personnel Chapter

All positions within the County government shall be divided into the classified or unclassified services.

.....

- B. Unclassified Service: The unclassified service shall include the following offices and positions:
1. Any officer, chosen by popular election or appointed to fill a vacancy caused by death, resignation or removal of any officer chosen by election.
 2. Any special Deputy Sheriff or peace officer appointed to act without compensation from the County.
 3. Any Deputy District Attorney, the District Attorney Office Manager, the District Attorney Victim Assistance Manager, and the District Attorney Senior Administrative Services Manager.
 4. Any member of a board or commission whose principle vocation is other than as a County employee.
 5. Persons employed as on-site property managers residing in County-owned or County-provided facilities.
 6. Persons employed in unallocated positions (also known as temporary positions).
 7. Any part-time employee working less than half time.
 8. ~~Persons employed under a limited term appointment status.~~
 9. The County Administrator, under employment contract with the Board of County Commissioners.
 10. Department directors under employment contract with the County Administrator.
 11. Persons holding positions designated by the County Administrator as appropriate for unclassified status, who hold positions under employment contract with the County Administrator.

12. Persons employed in the Sheriff's Office as a Captain or Undersheriff.
13. The County Counsel, under employment contract with the Board of County Commissioners.
14. Employees of the Office of County Counsel, under employment contracts with the County Counsel.
15. Persons appointed by the Governor or chosen by popular election as Justice of the Peace.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 13-2003, 7/13/03; Amended by Ord. 07-2005, 11/3/05; Amended by Ord. 04-2007, 4/26/07; Amended by Ord. 01-2009, 2/5/09; Amended by Ord. 05-2009, 10/29/09; Amended by Ord. 02-2012, 1/5/12; Amended by Ord. 05-2014, 9/25/14; Amended by Ord. 03-2016, 8/11/16]

2.05.100.1 Types of Appointments

Any offer for employment must be made by the appointing authority or authorized representative to a person eligible under these rules. The types of appointments are:

- A. Probationary/Regular: All regular positions in the Classified Service when vacant shall be filled by appointment of an eligible applicant referred from an appropriate eligible register, except as otherwise provided in these rules. No regular appointment shall be complete until the applicant has successfully passed the probationary period.
- B. Unallocated (also known as "Temporary"): Selection procedures for unallocated appointments shall comply with the Federal Uniform Guidelines on Employee Selection Procedures. The appointing authority may make such an appointment with the authorization of the Director of Employee Services and a screening of the applicant's qualifications. However, when it is possible and practical, eligible registers shall be used in the appointment of unallocated employees.

Unallocated employees may be discharged at any time by the hiring manager and shall have no appeal rights within the County except for those involving allegations of illegal discrimination.

Employees working in unallocated positions are limited to working 1560 hours annually (in divisions using 40 hours/week schedules), or 1462.5 hours annually (in divisions using 37 ½ hours/week schedules), as provided in Section 2.05.040.5.

- C. Provisional: Unless otherwise provided by these rules, appointment of a person not on an eligible register to a classified position for a limited duration is provisional. A provisional appointment is eliminated after ninety (90) calendar days or when the Department of Employee Services establishes an appropriate eligibility register, refers eligibles, or an appointment is made for the position, whichever occurs first. Provisional appointments may be renewed or extended by the Director of Employee Services prior to

the appointment of a probationary status employee. A provisional appointment may be made under either of the following conditions:

1. There is not an existing eligible register for the classification; or
2. The eligible register contains less than five (5) names.
The appointing authority may make such a provisional appointment with the authorization of the Director of Employee Services and a screening of the applicant's qualifications.

~~D. Limited Term: The appointment to a position which has been budgeted and allocated for a limited duration not to exceed two (2) years, but which is in excess of the time requirements for a temporary position, is a limited term appointment.~~

~~A limited term employee will not be eligible for placement on a layoff register, nor be eligible to "bump" a regular status employee, nor have any other recourse for re-employment rights, when the duration of the limited term position expires. The appointing authority may make such a limited term appointment with the authorization of the Director of Employee Services and establishment of a budgeted limited term position. The applicant must also undergo screening of qualifications by either the Director of Employee Services or the appointing authority.~~

E. Unclassified. Employment in the unclassified service is not subject to the terms of Chapter 2.05 except as specifically provided in section 2.05.040.4.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2009, 10/29/09; Amended by Ord. 01-2011, 4/28/11]

February 6, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval for Agreement #9574 an Intergovernmental Agreement
between Clackamas County Health Centers Division (CCHCD) and
Clackamas County Housing Authority (CCHA) for a housing development partnership.**

Purpose/Outcomes	Provides Clackamas County Housing Authority (CCHA) a loan to pay the unpaid portion of the Deferred Owner Fee to secure the property from Pleasant Street Housing, LLC.
Dollar Amount and Fiscal Impact	CHC is loaning \$300,000 from its fund balance. No County General Funds are involved. No matching funds required.
Funding Source	Clackamas County Health Centers Division (CCHCD)
Duration	Effective upon signature and maturity date of seven (7) years from execution.
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on January 13, 2020.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	9574

BACKGROUND:

CCHCD of the Health, Housing and Human Services Department requests the approval of Agreement #9574 to an Intergovernmental agreement with CCHA for the purpose of providing a loan for a housing development partnership.

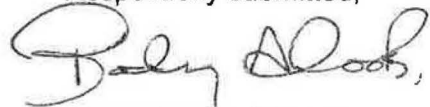
CCHA executed an option agreement with Pleasant Street Housing, LLC, an Oregon limited liability company, and the owner of certain real property commonly described as Clayton Mohr Commons, a housing development for chronically homeless and low-income veterans and their families located at 314 Pleasant Street, Oregon City, OR 97045. CCHCD intends to loan CCHA the funds needed to pay Pleasant Street Housing LLC for the unpaid portion of the Deferred Owner Fee.

This is a revenue contract for CCHCD. The total amount of the agreement is \$300,000 with a maturity date of seven (7) years from the effective date. The loan shall bear interest at the rate of two percent (2%) per year, compounded annually. No County General Funds are involved. The Agreement is effective upon signature and will mature seven (7) years from then.

RECOMMENDATION:

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

Respectfully submitted,

 Kelly Alford, HHS Deputy / For

Richard Swift, Director
Health, Housing, and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND THE HOUSING AUTHORITY OF CLACKAMAS COUNTY**

#9574

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the Housing Authority of Clackamas County ("Agency"), a public corporation organized under ORS Chapter 456, collectively referred to as the "Parties" and each a "Party."

RECITALS

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

The Agency executed an option agreement with Pleasant Street Housing LLC, an Oregon limited liability company, and the owner of certain real property commonly described as Clayton Mohr Commons, a housing development for chronically homeless and low-income veterans and their families, and located at 314 Pleasant Street, Oregon City, OR 97405. The option agreement dated January 15th, 2019 provides the Agency the option to purchase the project after completion of construction, lease up, and stabilization have occurred.

The County, by and through its Health Centers Division, intends to loan the Agency \$300,000 to pay Pleasant Street Housing LLC for the unpaid portion of the Deferred Owner Fee.

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

TERMS

1. **Term.** This Agreement shall be effective upon execution by both parties (the "Effective Date"), and shall expire upon the completion of each and every obligation of the Parties set forth herein, or upon maturity of the loan described in Subsection 2 of this Agreement, whichever is sooner.
2. **Loan terms.** The County hereby loans Agency, from available and authorized funds, a principal sum of three hundred thousand dollars (\$300,000), subject to the following terms and conditions:
 - A. The loan shall bear interest at the rate of two percent (2%) per year, compounded annually;
 - B. The maturity date of the loan is seven (7) years from the Effective Date of this Agreement;
 - C. Payments of principal and interest shall be made monthly until the loan is paid in full. All payments on the loan shall be applied first to the interest due on the loan and then the remaining amount shall be applied to the principal.
 - D. Each payment, as shown in Exhibit A – Loan Payment Schedule, shall be due on or before the 1st of the month following the calendar month to which the payment

relates. The first payment shall be due on or before the 1st of the month following the Effective Date of this Agreement.

- E. No late fees or charges will be assessed against Agency.
- F. No default interest will accrue against Agency.
- G. If any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from each Party shall meet and diligently attempt in good faith to resolve the Dispute for a period of fourteen (14) Days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation during such 14-Day period, the matter shall be referred to the Parties' respective boards for review and to attempt to resolve the Dispute.

3. Representations and Warranties.

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

4. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach

not expressly identified, even though the other breach is of the same nature as that waived.

- D. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited.
 - E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

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

6. **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.
7. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
- A. Deborah Cockrell or their designee will act as liaison for the County.

Contact Information:

Deborah Cockrell

Public Services Building, Floor 3
2051 Kaen Rd,
Oregon City, OR 97045
503-742-5325
dcockrell@clackamas.us

Jill Smith or their designee will act as liaison for the Agency.

Contact Information:

Jill C. Smith
Director of Housing and Housing Services
Health, Housing and Human Services, (H3S)
Clackamas County
13900 S. Gain Street
Oregon City, OR 97045
503 742-5336
JSmith6@clackamas.us

8. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not

preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint

venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- J. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in Sections 3, 5, and 8 (A), (C), (D), (E), (F), (G), (H), (J), (O), (R), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- P. **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.
- Q. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- R. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency

agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.


- S. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

Clackamas County

Housing Authority of Clackamas County

Jim Bernard, Chair,
Board of County Commissioners



Jill Smith, Director
Housing Authority

Date



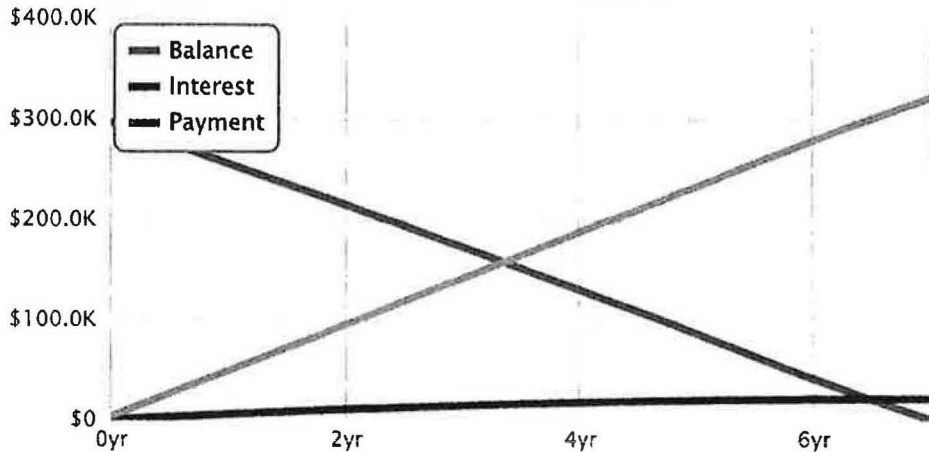
Date

**EXHIBIT A
LOAN PAYMENT SCHEDULE**

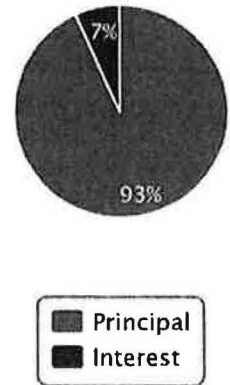
Amortization Calculator

Loan Amount	<input type="text" value="300000"/>	Monthly Pay: \$3,830.23
Loan Term	<input type="text" value="7"/> years	
Interest Rate (APR)	<input type="text" value="2"/>	
Calculate <input type="button" value=""/>		Total of 84 Loan Payments \$321,739.36
		Total Interest \$21,739.36

Loan Amortization Graph



Payment Breakdown



Monthly Amortization Schedule

	Beginning Balance	Interest	Principal	Ending Balance
1	\$300,000.00	\$500.00	\$3,330.23	\$296,669.77
2	\$296,669.77	\$494.45	\$3,335.78	\$293,333.99
3	\$293,333.99	\$488.89	\$3,341.34	\$289,992.65
4	\$289,992.65	\$483.32	\$3,346.91	\$286,645.74
5	\$286,645.74	\$477.74	\$3,352.49	\$283,293.25
6	\$283,293.25	\$472.16	\$3,358.07	\$279,935.18
7	\$279,935.18	\$466.56	\$3,363.67	\$276,571.50
8	\$276,571.50	\$460.95	\$3,369.28	\$273,202.23
9	\$273,202.23	\$455.34	\$3,374.89	\$269,827.33
10	\$269,827.33	\$449.71	\$3,380.52	\$266,446.81
11	\$266,446.81	\$444.08	\$3,386.15	\$263,060.66
12	\$263,060.66	\$438.43	\$3,391.80	\$259,668.87
		year 1 end		
13	\$259,668.87	\$432.78	\$3,397.45	\$256,271.42
14	\$256,271.42	\$427.12	\$3,403.11	\$252,868.31

15	\$252,868.31	\$421.45	\$3,408.78	\$249,459.52
16	\$249,459.52	\$415.77	\$3,414.46	\$246,045.06
17	\$246,045.06	\$410.08	\$3,420.15	\$242,624.90
18	\$242,624.90	\$404.37	\$3,425.86	\$239,199.05
19	\$239,199.05	\$398.67	\$3,431.56	\$235,767.48
20	\$235,767.48	\$392.95	\$3,437.28	\$232,330.20
21	\$232,330.20	\$387.22	\$3,443.01	\$228,887.18
22	\$228,887.18	\$381.48	\$3,448.75	\$225,438.43
23	\$225,438.43	\$375.73	\$3,454.50	\$221,983.93
24	\$221,983.93	\$369.97	\$3,460.26	\$218,523.67
year 2 end				
25	\$218,523.67	\$364.21	\$3,466.02	\$215,057.65
26	\$215,057.65	\$358.43	\$3,471.80	\$211,585.85
27	\$211,585.85	\$352.64	\$3,477.59	\$208,108.26
28	\$208,108.26	\$346.85	\$3,483.38	\$204,624.88
29	\$204,624.88	\$341.04	\$3,489.19	\$201,135.69
30	\$201,135.69	\$335.23	\$3,495.00	\$197,640.68
31	\$197,640.68	\$329.40	\$3,500.83	\$194,139.85
32	\$194,139.85	\$323.57	\$3,506.66	\$190,633.19
33	\$190,633.19	\$317.72	\$3,512.51	\$187,120.68
34	\$187,120.68	\$311.87	\$3,518.36	\$183,602.32
35	\$183,602.32	\$306.00	\$3,524.23	\$180,078.09
36	\$180,078.09	\$300.13	\$3,530.10	\$176,547.99
year 3 end				
37	\$176,547.99	\$294.25	\$3,535.98	\$173,012.01
38	\$173,012.01	\$288.35	\$3,541.88	\$169,470.13
39	\$169,470.13	\$282.45	\$3,547.78	\$165,922.35
40	\$165,922.35	\$276.54	\$3,553.69	\$162,368.66
41	\$162,368.66	\$270.61	\$3,559.62	\$158,809.04
42	\$158,809.04	\$264.68	\$3,565.55	\$155,243.49
43	\$155,243.49	\$258.74	\$3,571.49	\$151,672.00
44	\$151,672.00	\$252.79	\$3,577.44	\$148,094.56
45	\$148,094.56	\$246.82	\$3,583.41	\$144,511.15
46	\$144,511.15	\$240.85	\$3,589.38	\$140,921.77
47	\$140,921.77	\$234.87	\$3,595.36	\$137,326.41
48	\$137,326.41	\$228.88	\$3,601.35	\$133,725.06
year 4 end				
49	\$133,725.06	\$222.88	\$3,607.35	\$130,117.70
50	\$130,117.70	\$216.86	\$3,613.37	\$126,504.34
51	\$126,504.34	\$210.84	\$3,619.39	\$122,884.95
52	\$122,884.95	\$204.81	\$3,625.42	\$119,259.52
53	\$119,259.52	\$198.77	\$3,631.46	\$115,628.06

54	\$115,628.06	\$192.71	\$3,637.52	\$111,990.54
55	\$111,990.54	\$186.65	\$3,643.58	\$108,346.96
56	\$108,346.96	\$180.58	\$3,649.65	\$104,697.31
57	\$104,697.31	\$174.50	\$3,655.73	\$101,041.57
58	\$101,041.57	\$168.40	\$3,661.83	\$97,379.75
59	\$97,379.75	\$162.30	\$3,667.93	\$93,711.82
60	\$93,711.82	\$156.19	\$3,674.04	\$90,037.77
year 5 end				
61	\$90,037.77	\$150.06	\$3,680.17	\$86,357.60
62	\$86,357.60	\$143.93	\$3,686.30	\$82,671.30
63	\$82,671.30	\$137.79	\$3,692.44	\$78,978.86
64	\$78,978.86	\$131.63	\$3,698.60	\$75,280.26
65	\$75,280.26	\$125.47	\$3,704.76	\$71,575.50
66	\$71,575.50	\$119.29	\$3,710.94	\$67,864.56
67	\$67,864.56	\$113.11	\$3,717.12	\$64,147.43
68	\$64,147.43	\$106.91	\$3,723.32	\$60,424.12
69	\$60,424.12	\$100.71	\$3,729.52	\$56,694.59
70	\$56,694.59	\$94.49	\$3,735.74	\$52,958.85
71	\$52,958.85	\$88.26	\$3,741.97	\$49,216.89
72	\$49,216.89	\$82.03	\$3,748.20	\$45,468.68
year 6 end				
73	\$45,468.68	\$75.78	\$3,754.45	\$41,714.24
74	\$41,714.24	\$69.52	\$3,760.71	\$37,953.53
75	\$37,953.53	\$63.26	\$3,766.97	\$34,186.55
76	\$34,186.55	\$56.98	\$3,773.25	\$30,413.30
77	\$30,413.30	\$50.69	\$3,779.54	\$26,633.76
78	\$26,633.76	\$44.39	\$3,785.84	\$22,847.92
79	\$22,847.92	\$38.08	\$3,792.15	\$19,055.77
80	\$19,055.77	\$31.76	\$3,798.47	\$15,257.30
81	\$15,257.30	\$25.43	\$3,804.80	\$11,452.50
82	\$11,452.50	\$19.09	\$3,811.14	\$7,641.35
83	\$7,641.35	\$12.74	\$3,817.49	\$3,823.86
84	\$3,823.86	\$6.37	\$3,823.86	\$0.00

year 7 end

by Calculator.net

February 6th, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Revenue Grant Agreement with
Oregon Department of Education, Early Learning Division for Healthy Families Oregon

Purpose/Outcome	Healthy Families programming includes screening and home visiting services to high risk families initiated prenatally and at the time of birth through the child's third birthday to promote healthy child development and reduce the risk of child abuse and neglect. Services to be provided under this contract include educating parents on how to recognize and respond to their baby's cues and needs at every developmental stage; modeling positive parent-child interaction that promotes healthy brain development; educating parents on the importance of immunizations and well-baby checks; connecting parents and children to medical providers; screening for maternal depression and child developmental delays; teaching parents positive discipline techniques; and connecting parents to community resources.
Dollar Amount and Fiscal Impact	Grant Agreement awards Clackamas County \$1,700,717.58 No County General Fund involved and no match required.
Funding Source	State of Oregon, Department of Education Early Learning Division Grant Agreement #12573 State of Oregon General Fund (\$1,346,757.58) Title IV-B2 Catalog of Federal Award No. 93.556 (\$169,960) Title XIX Catalog of Federal Award No.93.778 (\$184,000)
Duration	Effective date October 1, 2019 and terminates on September 30, 2021
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel and Risk Management have reviewed and approved this document. Date of counsel review and approval: 11/25/19 Date of Risk Management review and approval: 1/22/2020
Contact Person	Korene Mather 503-650-3339
Contract No.	H3S9597

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Revenue Grant Agreement for Healthy Families Oregon (HFO) services. HFO is an evidence-based, voluntary, home visiting program nationally accredited by Health Families America. HFO contributes to the economic prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

Healthy Families. Strong Communities.

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

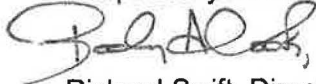
www.clackamas.us

This Grant Agreement is for \$1,700,717.58. It has been reviewed by County Counsel and County Risk Management.

RECOMMENDATION:

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

Respectfully submitted,

 H3S Deputy Director/For

Richard Swift, Director
Health, Housing & Human Services

STATE OF OREGON GRANT AGREEMENT

Grant No. 12573

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Clackamas County (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 417.723, 417.795, and OAR 414-525-0005, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The mission of Agency’s Early Learning Division (“ELD”) is to support all of Oregon’s young children and families to learn and thrive. ELD values equity, making a positive impact for children and families, dedication, integrity, and collective wisdom to benefit Oregon children and families.

Healthy Families Oregon (“HFO”) is an evidence-based, voluntary, home visiting program nationally accredited by Healthy Families America (“HFA”). HFO contributes to the economic prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

The purpose of this Grant is to engage Grantee to implement the HFO program according to the HFA best practice standards (“BPSs”); ELD’s HFO Program, Policy, and Procedure Manual (“PPPM”); and standards set forth in ORS 417.795 and OAR 414-525-0005 through 0015 (collectively, the “Guidelines”). The BPSs and PPPM are available to Grantee at <https://www.dropbox.com/sh/d6axce4hgy3ozou/AAB3luYo8NusbxqzAlguVYDPa?dl=0> or <https://oregonearlylearning.com/healthy-families-oregon#ta3> and may be accessed by the password “oregonlearning.”

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of October 1, 2019 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2021.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Dawn Baker
 700 Summer Street NE, Suite 300, Salem, OR 97301
 Phone: 503-947-0652
dawn.baker@state.or.us

4.2 Grantee’s Grant Manager is:

Chelsea Hamilton
 619 Madison St., Suite 100, Oregon City, OR 97045
 Phone: 503-650-5678
chamilton@co.clackamas.or.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending September 30, 2021 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$1,700,717.58 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its General Fund and Other Funds appropriations and with federal funds provided to Agency under the Title IV-B2 of the federal Social Security Act for promoting safe and stable families as set forth below (“Funding Source”):

Source	10/1/2019 – 6/30/2021	7/1/2021 – 9/30/2021	Total
General Fund/ Other Funds for HFO Services	\$1,178,412.88	\$168,344.70	\$1,346,757.58
Federal Title IV-B2 for Family Support	\$148,715.00	\$21,245.00	\$169,960.00
Medicaid pass- through funding from Oregon Health Authority	\$161,000.00	\$23,000.00	\$184,000.00
Grand Total	\$1,488,127.88	\$212,589.70	\$1,700,717.58

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2 No default as described in Section 15 has occurred; and
- 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

- 8.1.1 Grantee is a unit of local government duly organized and validly existing;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal,

valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Grantee Intellectual Property” means any intellectual property owned by Grantee and developed independently from the Project.

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

9.2 Grantee Ownership. Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

9.3 Third Party Ownership. If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free

license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal identifiable information, as that term is used in ORS 646A.602(11), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the

recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.

- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** To the extent allowed by law, Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the willful misconduct or negligent acts or omissions of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section).
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Workers' Compensation.** If Grantee employs subject workers, as defined in ORS 656.027, Grantee must comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee must require and ensure each of its subgrantees, contractors and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee must also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee must provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and must require and ensure each of its out-of-state subgrantees, contractors and subcontractors complies with these requirements.
- 12.2 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.3 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for

administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 By Grantee.** Grantee may terminate this Grant as follows:
- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

- 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of

competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this

Grant.

19.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit C (Federal Terms and Conditions)
- Exhibit A (the "Project")
- Exhibit B (Insurance)
- Exhibit D (Federal Award Identification)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

STATE OF OREGON acting by and through its Department of Education

By: _____	_____
	Date

Clackamas County

By: _____	_____
Authorized Signature	Date

_____	_____
Printed Name	Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: <u>Cynthia Byrnes via email</u>	<u>October 31, 2019</u>
Senior Assistant Attorney General	Date

February 6th, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Grant Agreement Amendment #1
with Northwest Family Services to provide Evidence-based Parenting Education Classes

Purpose/Outcome	Northwest Family Services will provide English and Spanish evidence-based parent education class series to Clackamas County parents of children ages birth to 16 years. This amendment replaces one English class series of Active Parenting Now with one class series of Strengthening Families Program (SPF)
Dollar Amount and Fiscal Impact	Amendment adds \$4,709.78 for a contract total of \$40,067.78. This Amendment if funded with County General Funds.
Funding Source	Oregon Community Foundation (\$17,838) Oregon State University for its College of Public Health (\$17,520) County General Fund (\$4,709.78)
Duration	August 1, 2019 to June 30, 2020
Previous Board Action/Review	072519-A3
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review:
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9360

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Grant Agreement Amendment #1 with Northwest Family Services to provide three English and three Spanish evidence-based parent education classes to 48 parents of children ages birth to 16 years. Evidence-based parent education expands parent knowledge resulting in healthy child development, as well as improved parenting skills, parent-child relationships, and school readiness. Research shows that youth participating in the Strengthening Families Program have significantly lower rates of alcohol, tobacco and marijuana use compared to non-attending youth.

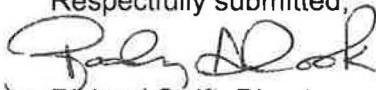
This Amendment is funded with County General Funds. This Amendment becomes effective upon signature by all parties for services starting on January 1, 2020 and terminating on June 30, 2020. This Agreement adds \$4,709.78 for a maximum value of \$40,067.78.

RECOMMENDATION:

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

Healthy Families. Strong Communities.

Respectfully submitted,

 HHS DEPUTY / FOR

Richard Swift, Director
Health, Housing & Human Services

Local Recipient Grant Amendment (FY 19-20)
H3S – Children, Family & Community Connections Division

Local Recipient Agreement Number: 9362

Board Order Number: 072519-A3

Department/Division: H3S-CFCC (formerly CYF)

Amendment No. 1

Local Recipient: Northwest Family Services

Amendment Requested By: Korene Mather

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

Justification for Amendment:

This Amendment adds to the maximum compensation and changes the scope of service to replace a 6-week Active Parenting Now class with a 7-week Strengthening Families parenting class.

Maximum compensation is increased by \$4,709.78 for a revised maximum of \$40,067.78. It becomes effective January 1, 2020 and terminates June 30, 2020.

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:

1. SUBRECIPIENT will conduct one Spanish class series of each of the following, Paternidad Activa-4a, Paternidad Activa de Adolescentes and Abriendo Puertas. Classes must target families with children 6 to 12 years old, 11 to 16 years old and birth to 6 years old respectively. SUBRECIPIENT will also conduct one English class series of Active Parenting Now, Active Parenting Teens and Incredible Years. Classes must target families with children 6 to 12 years old, 11 to 16 years old, and birth to 6 years old respectively.

REPLACE WITH:

1. SUBRECIPIENT will conduct one Spanish class series of each of the following, Paternidad Activa-4a, Paternidad Activa de Adolescentes and Abriendo Puertas. Classes must target families with children 6 to 12 years old, 11 to 16 years old and birth to 6 years old respectively. SUBRECIPIENT will also conduct one English class series of ***Strengthening Families Program***, Active Parenting Teens and Incredible Years. Classes must target families with children ***10 to 14*** years old, 11 to 16 years old, and birth to 6 years old respectively.

AMEND:

4. Grant Funds. The COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to the COUNTY by the Oregon Community Foundation (\$17,838) and Oregon State University for its College of Public Health and Human Sciences (\$17,520). The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is \$35,358.

REPLACE WITH:

4. Grant Funds. The COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to the COUNTY by the Oregon Community Foundation (\$17,838) and Oregon State University for its College of Public Health and Human Sciences (\$17,520) and ***Clackamas County General Fund (\$4709.78)***. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is ***\$40,067.78***.

REPLACE:

Exhibit B: Budget

WITH

Exhibit B: Budget			
Contractor: Northwest Family Services	OPEC Amend 1		
Program: OPEC Parenting Education			
Address: 6200 SE King Rd Portland, OR 97222			
Contact Person: Samantha Furlow	Contract #: 9362		
Phone Number: 503-421-7122	Contract Term:		
E-mail: sfurlow@nwfs.org			
Budget Category	Budget	Match	
<u>Personnel</u>			
Parenting Educators (Abriendo/IY)	\$ 3,000.00	No Match Required on this Agreement	
Parenting Educators (Active Parenting Now)	\$ 2,625.00		
Parenting Educators (SPF)	\$ 2,625.00		
Program Director & Admin (APN)	\$ 450.00		
Program Director & Admin (Abriendo/IY)	\$ 550.00		
Program Director & Admin (SPF)	\$ 150.00		
Child care staff (Abriendo/IY)	\$ 2,475.00		
Child care staff (APN)	\$ 2,025.00		
Child care staff (Clackamas Parenting Together)	\$ 6,000.00		
Child care staff (SPF)	\$ 918.75		
Fringe (APN)	\$ 1,102.50		
Fringe (Abriendo/IY)	\$ 996.00		
Fringe (SPF)	\$ 831.38		
Total Personnel	\$ 23,748.63		
<u>Administration</u>			
10%	\$ 3,376.00		
Total Administration	\$ 3,376.00		
<u>Program costs</u>			
Curriculum (Active Teen Eng/SPAN)	\$ 1,420.00		
Active Teen Curriculum Training (online)	\$ 537.00		
Meals & Snacks, Food (Abriendo/IY)	\$ 1,650.00		
Meals & Snacks, Food (APN)	\$ 1,350.00		
Meals & Snacks, Food (SFP)	\$ 1,400.00		
Parent Incentives (Abriendo/IY)	\$ 400.00		
Parent Incentives (APN)	\$ 600.00		
Parent Incentives (SPF)	\$ 250.00		
Childcare & Program Supplies (APN)	\$ 1,492.75		
Childcare & Program Supplies (Abriendo/IY)	\$ 2,123.00		
Childcare & Program Supplies (SFP)	\$ 300.00		
Mileage (APN)	\$ 243.60		
Mileage (Abriendo/IY)	\$ 243.60		
Mileage (SFP)	\$ 81.20		
Bus Transportation (SFP)	\$ 315.00		
Staff Training (APN)	\$ 537.00		
Total Program	\$ 12,943.15		
Total Budget	\$ 40,067.78		

REPLACE:

Exhibit D-1: Northwest Family Services – OPEC

WITH:

Exhibit D-1: REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due.</i>) 				
Contractor: Northwest Family Services		Contract Number: 9362		
Address: 6200 SE King Rd Portland, OR 97222		Report Period:		
Contact Person: Samantha Furlow				
Contact Info: sfurlow@nwfs.org		OPEC		
Term: 89/1/19-6/30/202		Amend 1		
Budget Category	Budget	Current Draw Request	Previously Requested	Balance
Personnel				
Parenting Educators (Abriendo/IY)	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Parenting Educators (Active Parenting Now)	\$ 2,625.00	\$ -	\$ -	\$ 2,625.00
Parenting Educators (SPF)	\$ 2,625.00	\$ -	\$ -	\$ 2,625.00
Program Director & Admin (APN)	\$ 450.00	\$ -	\$ -	\$ 450.00
Program Director & Admin (Abriendo/IY)	\$ 550.00	\$ -	\$ -	\$ 550.00
Program Director & Admin (SPF)	\$ 150.00	\$ -	\$ -	\$ 150.00
Child care staff (Abriendo/IY)	\$ 2,475.00	\$ -	\$ -	\$ 2,475.00
Child care staff (APN)	\$ 2,025.00	\$ -	\$ -	\$ 2,025.00
Child care staff (Clackamas Parenting Together)	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
Child care staff (SPF)	\$ 918.75	\$ -	\$ -	\$ 918.75
Fringe (APN)	\$ 1,102.50	\$ -	\$ -	\$ 1,102.50
Fringe (Abriendo/IY)	\$ 996.00	\$ -	\$ -	\$ 996.00
Fringe (SPF)	\$ 831.38	\$ -	\$ -	\$ 831.38
	\$ 23,748.63	\$ -	\$ -	\$ 23,748.63
Administration				
10%	\$ 3,376.00	\$ -	\$ -	\$ 3,376.00
	\$ 3,376.00	\$ -	\$ -	\$ 3,376.00
Program costs				
Curriculum (Active Teen Eng/SPAN)	\$ 1,420.00	\$ -	\$ -	\$ 1,420.00
Active Teen Curriculum Training (online)	\$ 537.00	\$ -	\$ -	\$ 537.00
Meals & Snacks, Food (Abriendo/IY)	\$ 1,650.00	\$ -	\$ -	\$ 1,650.00
Meals & Snacks, Food (APN)	\$ 1,350.00	\$ -	\$ -	\$ 1,350.00
Meals & Snacks, Food (SPF)	\$ 1,400.00	\$ -	\$ -	\$ 1,400.00
Parent Incentives (Abriendo/IY)	\$ 400.00	\$ -	\$ -	\$ 400.00
Parent Incentives (APN)	\$ 600.00	\$ -	\$ -	\$ 600.00
Parent Incentives (SPF)	\$ 250.00	\$ -	\$ -	\$ 250.00
Childcare & Program Supplies (APN)	\$ 1,492.75	\$ -	\$ -	\$ 1,492.75
Childcare & Program Supplies (Abriendo/IY)	\$ 2,123.00	\$ -	\$ -	\$ 2,123.00
Childcare & Program Supplies (SPF)	\$ 300.00	\$ -	\$ -	\$ 300.00
Mileage (APN)	\$ 243.60	\$ -	\$ -	\$ 243.60
Mileage (Abriendo/IY)	\$ 243.60	\$ -	\$ -	\$ 243.60
Mileage (SFP)	\$ 81.20	\$ -	\$ -	\$ 81.20
Bus Transportation (SFP)	\$ 315.00	\$ -	\$ -	\$ 315.00
Staff Training (APN)	\$ 537.00	\$ -	\$ -	\$ 537.00
	\$ 12,943.15	\$ -	\$ -	\$ 12,943.15
Total Budget	\$ 40,067.78	\$ -	\$ -	\$ 40,067.78
<i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i>				

REPLACE:

Exhibit A-2: Work Plan and Quarterly Report

WITH

**Children, Family & Community Connections Division
 Work Plan and Quarterly Report, 2019-2020**

Provider: Northwest Family Services - NWFS
 Activity: **Parent Education – Parenting mini grant**
 Contact: Rose Fuller | rfuller@nwfs.org | 503.546.6377
 Samantha Furlow | sfuller@nwfs.org | 503.421.7122
 Contract Period: August 1, 2019 - June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2020, conduct one Spanish class series of Paternidad Activa 4a (total of 6 sessions each), with a minimum of 8 unduplicated parents per series. Classes must target families with children 6 to 12 years old.	<p>75% of participants in Spanish-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants in Spanish speaking Parent Education classes will attend at least 70% of the 6 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		Average # of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							

Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2020.	Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered	Indicate which quarter the site visit was completed:					

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2020, conduct one Spanish class series of Paternidad Activa de Adolescentes (total of 6 sessions each), with a minimum of 8 unduplicated parents per series. Classes must target families with children 11 to 16 years old.	<p>75% of participants in Spanish-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants in Spanish speaking Parent Education classes will attend at least 70% of the 6 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		Average # of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
% Successful							

ADDITIONAL REQUIREMENTS

Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2020.	Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered	Indicate which quarter the site visit was completed:					

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2020, conduct one Spanish class series of Abriendo Puertas (total of 10 sessions), with a minimum of 8 unduplicated parents per series. Classes must target families with children birth to 6 years old.	<p>75% of participants in Spanish-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants in Spanish speaking Parent Education classes will attend at least 70% of the 10 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		Average # of children in childcare each night:					
		# of families with DHS involvement					
		# Assessed with PSL					
		# Successful based on PSL					
% Successful							
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2020.		Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 8 of class duration for each series offered		Indicate which quarter the site visit was completed:					

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	Total
By June 30, 2020, conduct one English class series of Incredible Years (total of 12	75% of participants in English-speaking	# sessions offered during the quarter					
		# of parents attending at least one class:					

sessions), with a minimum of 8 unduplicated parents per series. Classes must target families with children birth to 6 years old. Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants in English speaking Parent Education classes will attend at least 70% of the 12 sessions offered. Measured by Parenting Skills Ladder survey, facilitator observations	Average # of parents at each class:					
	# of parents attending at least 70% of class sessions offered: (measured at series end)					
	Average # of children in childcare each night:					
	# of families with DHS involvement					
	# Assessed with PSL					
	# Successful based on PSL					
	% Successful					

ADDITIONAL REQUIREMENTS						
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2020.	Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 8 of class duration for each series offered	Indicate which quarter the site visit was completed:					

Activities/Outputs	Intermediate Outcomes/Measurement Tool	July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan-March 3 rd Quarter	Apr-May 4 th Quarter	TOTAL
By June 30, 2020, conduct one English class series of Strengthening Families Program 10-14 (total of 7 sessions), with a minimum of 8 unduplicated parents, and 8 unduplicated youth per series. Classes must	75% of parent participants in English-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of youth participants in English-speaking Parenting Education classes will	# sessions offered during the quarter				
		# of parents attending at least one class:				
		# of youth attending at least one class:				
		Average # of parents at each class:				
		Average # of youth at each class:				
		# of parents attending at least 70% of class sessions offered: (measured at series end)				

target families with children 10 to 14 years old.	report an increase in quality of parent/youth & youth/peer interactions as measured by Youth Exit Survey.	# of youth attending at least 70% of class sessions offered: (measured at series end)						
	75% of participants in English speaking Parent Education classes will attend at least 70% of the 7 sessions offered.	Average # of children in childcare each night:						
		# of families with DHS involvement						
		# Parents Assessed with PSL						
		# Successful based on PSL						
		% Parent Successful						
		# Youth Assessed with Exit Survey						
		# Successful based on Exit Survey						
% Youth Successful								
ADDITIONAL REQUIREMENTS								
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2020.		Indicate which quarter the fidelity checklist was completed:						
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered		Indicate which quarter the site visit was completed:						

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July-Sept 1 st Quarter	Oct-Dec 2 nd Quarter	Jan/March 3 rd Quarter	Apr/May 4 th Quarter	Total
By June 30, 2020, conduct one English class series of Active Parenting Teens (total of 6 sessions each), with a minimum of 8 unduplicated parents per series. Classes must target families with children 11 to 16 years old.	75% of participants in English-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses. 75% of participants in English speaking Parent Education classes will attend at least 70% of the 6 sessions offered.	# sessions offered during the quarter					
		# of parents attending at least one class:					
		Average # of parents at each class:					
		# of parents attending at least 70% of class sessions offered: (measured at series end)					
		Average # of children in childcare each night:					
		# of families with DHS involvement					

	Measured by Parenting Skills Ladder survey, facilitator observations	# Assessed with PSL					
		# Successful based on PSL					
		% Successful					
ADDITIONAL REQUIREMENTS							
Facilitator must review fidelity standards information document and complete one fidelity checklist by June 30, 2020.		Indicate which quarter the fidelity checklist was completed:					
Facilitator must arrange with county staff one class site observation prior to week 5 of class duration for each series offered		Indicate which quarter the site visit was completed:					

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

RECIPIENT

Northwest Family Services
6200 SE King Road
Portland, OR 97222

CLACKAMAS COUNTY

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

By: 
Rose Fuller, Executive Director

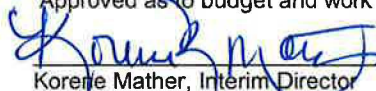
Dated: 1.23.20

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: _____

Approved as to budget and work plan:

 1/24/2020
Korene Mather, Interim Director
Children, Family & Community Connections

February 6, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with The Mental Health & Addictions
Association of Oregon for Older Adult Peer Support Services

Purpose/Outcomes	Provides peer support services for older adults in Clackamas County, at risk of substance use and/or abuse or with co-occurring mental health and substance use/abuse issues.
Dollar Amount and Fiscal Impact	Contract maximum payment is \$155,991.03.
Funding Source	No County General Funds are involved. Federal pass-through and non-federal funds provided by the State of Oregon, Community Mental Health Program (CMHP) fund this Agreement.
Duration	Effective July 1, 2019 and terminates on June 30, 2021.
Previous Board Action	Previous Agreements reviewed and approved by the Board on April 20 and August 24, 2017.
Counsel Review	Contract reviewed and approved January 9, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9403

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon (MHA AO) for Older Adult Peer Support Services. Services support Clackamas County residents, sixty-five (65) years and older, at risk of substance use and/or abuse or with co-occurring mental health and substance use/abuse issues. MHA AO has provided these services for over three years, with previous Agreements having been approved by the Board on April 20, 2017 and August 24, 2017.

The Mental Health & Addictions Association of Oregon is an inclusive peer-run nonprofit organization committed to promoting self-directed recovery and wellness for all individuals. MHAO works collaboratively with Behavioral Health to provide peer delivered services to Clackamas County residents.

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

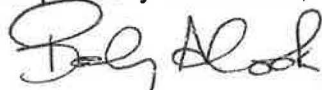
This Contract is effective July 1, 2019 and continues through June 30, 2021. The maximum value of the Contract is \$155,991.03.

This Agreement is retroactive due to prolonged budget negotiations. MHAAO has provided ongoing services for Clackamas County residents, ensuring there is no gap in service.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, H3S Deputy / For

Richard Swift, Director
Health, Housing & Human Services Department

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 20-026	
Project Name: Older Adult A&D Peer Support Behavioral Health Number: 9403 Project Number: 36060 – Community Mental Health Block Grant (CFDA 93.958)	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Health, Housing and Human Services, Behavioral Health Division (“COUNTY”), and <u>The Mental Health Association of Oregon dba Mental Health & Addiction Association of Oregon</u> (“SUBRECIPIENT”), an Oregon Non-profit Organization.	
Clackamas County Data	
Grant Accountant: Ke`ala Adolpho	Program Supervisor: Naomi Caster
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 KAdolpho@clackamas.us	Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 (503) 742-5951 NCaster@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: Sunny Briscoe	Program Representative: Janie Gullickson
Mental Health & Addictions Association of Oregon 10373 NE Hancock Street, Suite 106 Portland, OR 97220 (503) 922-2377 x101 sbriscoe@mhaoforegon.org	Mental Health & Addictions Association of Oregon 10373 NE Hancock Street, Suite 106 Portland, OR 97220 (503) 922-2377 x104 jgullickson@mhaoforegon.org
DUNS: 143363781	

RECITALS

WHEREAS, COUNTY is a political subdivision of the State of Oregon;

WHEREAS, COUNTY holds an Intergovernmental Agreement (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

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

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

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

WHEREAS, OHA is willing, upon the terms of and conditions of the aforementioned IGA, to provide

financial assistance to COUNTY to operate or contract for the operation of its community addictions and mental health programs;

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

WHEREAS, SUBRECIPIENT is an inclusive 501(c)(3) organization with more than 36 years of experience dedicated to empowering consumer/peer voice and recovery through services, education, and policies that foster wellness and full participation in the community.

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

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

AGREEMENT

- 1. Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **June 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.
- 2. Program.** The Program is described in attached **Exhibit A: Subrecipient Scope of Work**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program ("CMHP") IGA No. 159159 awarded on June 26, 2019 which is the source of the federal grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Oregon Health Authority, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) and unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$155,991.03**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance**

Reporting. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

- 4.1. **Federal Funds:** \$149,161.87 in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (CFDA 93.958) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Community Mental Health Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.
- 4.2. **Other Funds:** \$6,829.16 in other funds are provided for funding of other items in the program budget.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—Post Federal Award Requirements, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a

- direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.
- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the **Exhibit B: Subrecipient Program Budget**. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use its federal *de minimis* indirect cost rate of **10%** for indirect cost recovery on the federally-funded portion of this Agreement. This amount is incorporated by reference into SUBRECIPIENT program budget in **Exhibit B: Subrecipient Program Budget**.
 - h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
 - i) **Payment.** SUBRECIPIENT must submit a final request for payment **no later than fifteen (15) days after the end date of this Agreement**. Routine requests for reimbursement should be submitted as specified in **Exhibit D: Required Financial Reporting and Reimbursement Request**.
 - j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Performance Reporting** for each period (monthly, quarterly, and final) during the term of this Agreement.
 - k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed **Exhibit D: Required Financial Reporting and Reimbursement Request** on a monthly basis.
 - l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D & F**), performance (**Exhibit E**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
 - m) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.

- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying Certificate**) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Oregon Health Authority access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, with each claim for reimbursement for the duration of this award.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of

this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services Agreement No. 159159, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CRF Part 200/45 CFR Part 75. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

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

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

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

Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in **Exhibit J: Insurance**.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

Mental Health & Addiction Association of Oregon – Older Adult A&D Peer Support
Subrecipient Grant Agreement – 20-026 (#9403)
Page 10 of 48

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

- | | | |
|-------------------------------------|-----------|---|
| <input checked="" type="checkbox"/> | Exhibit A | Subrecipient Scope of Work |
| <input checked="" type="checkbox"/> | Exhibit B | Subrecipient Program Budget |
| <input checked="" type="checkbox"/> | Exhibit C | Lobbying Certificate |
| <input checked="" type="checkbox"/> | Exhibit D | Required Financial Reporting and Reimbursement Request |
| <input checked="" type="checkbox"/> | Exhibit E | Performance Reporting |
| <input checked="" type="checkbox"/> | Exhibit F | Final Financial Report |
| <input checked="" type="checkbox"/> | Exhibit G | CMHP Required Federal Terms and Conditions |
| <input checked="" type="checkbox"/> | Exhibit H | CMHP Required Provider Agreement Provisions |
| <input checked="" type="checkbox"/> | Exhibit I | CMHP Service Element |
| <input checked="" type="checkbox"/> | Exhibit J | Insurance |
| <input checked="" type="checkbox"/> | Exhibit K | Qualified Service Organization Business Associate Agreement |

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**THE MENTAL HEALTH ASSOCIATION OF
OREGON DBA MENTAL HEALTH &
ADDICTION ASSOCIATION OF OREGON**

CLACKAMAS COUNTY

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

Authorized Signature

Printed Name

Date

Signing on Behalf of the Board:

Street Address

Richard Swift, Director
Health, Housing and Human Services Department

City / State / Zip

Date

Phone / Fax

Approved as to Form:

County Counsel

Date

February 6, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon for Alcohol and Drug Recovery Peer Delivered Services

Purpose/Outcomes	Provides peer support services for Clackamas County residents at risk of substance use and/or addiction or in alcohol and drug recovery.
Dollar Amount and Fiscal Impact	Contract maximum payment is \$703,811.36.
Funding Source	No County General Funds are involved. Federal pass-through and non-federal funds provided by the State of Oregon, Community Mental Health Program (CMHP) fund this Agreement.
Duration	Effective July 1, 2019 and terminates on June 30, 2021.
Previous Board Action	Previous Agreement reviewed and approved by the Board on February 3, 2015, April 20, 2017, and August 24, 2017.
Counsel Review	Contract reviewed and approved January 9, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9372

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon (MHA AO) for Alcohol and Drug Recovery Peer Delivered Services. Services will support Clackamas County residents at risk of substance use and/or abuse or in alcohol and drug recovery. MHA AO has provided these services for over five years, with previous Agreements having been reviewed and approved by the Board on February 3, 2015, April 20, 2017, and August 24, 2017.

The Mental Health & Addictions Association of Oregon is an inclusive peer-run nonprofit organization committed to promoting self-directed recovery and wellness for all individuals. MHAO works collaboratively with Behavioral Health to provide peer delivered services to Clackamas County residents.

Healthy Families. Strong Communities.

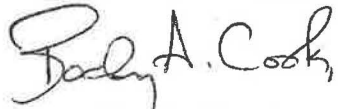
This Contract is effective July 1, 2019 and continues through June 30, 2021. The maximum value of the Contract is \$703,811.36.

This Agreement is retroactive due to prolonged budget negotiations. MHAHO has provided ongoing services for Clackamas County residents, ensuring there is no gap in service.

RECOMMENDATION:

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

Respectfully submitted,



Jody A. Cook, H3S Deputy IFOI

Richard Swift, Director
Health, Housing & Human Services Department

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-025**

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

Behavioral Health Number: 9372

Project Number: **36063 – Substance Abuse Prevention and Treatment Block Grant (CFDA 93.959)**

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of Health, Housing and Human Services, Behavioral Health Division (“COUNTY”), and **The Mental Health Association of Oregon dba Mental Health & Addictions Association of Oregon** (“SUBRECIPIENT”), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: Ke`ala Adolpho

Program Supervisor: Naomi Caster

Clackamas County – Finance

Clackamas County – Behavioral Health Division

2051 Kaen Road

2051 Kaen Road, Suite 154

Oregon City, OR 97045

Oregon City, OR 97045

(503) 742-5410

(503) 742-5379

KAdolpho@clackamas.us

NCaster@clackamas.us

SUBRECIPIENT Data

Finance/Fiscal Representative: Sunny Briscoe

Program Representative: Janie Gullickson

Mental Health & Addictions Association of Oregon

Mental Health & Addictions Association of Oregon

10373 NE Hancock Street, Suite 106

10373 NE Hancock Street, Suite 106

Portland, OR 97220

Portland, OR 97220

(503) 922-2377 x101

(503) 922-2377 x104

sbriscoe@mhaoforegon.org

jgullickson@mhaoforegon.org

DUNS: 143363781

RECITALS

WHEREAS, COUNTY is a political subdivision of the State of Oregon;

WHEREAS, COUNTY holds an Intergovernmental Agreement (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

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

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

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

WHEREAS, OHA is willing, upon the terms of and conditions of the aforementioned IGA, to provide

financial assistance to COUNTY to operate or contract for the operation of its community addictions and mental health programs;

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

WHEREAS, SUBRECIPIENT is an inclusive 501(c)(3) organization with more than 36 years of experience dedicated to empowering consumer/peer voice and recovery through services, education, and policies that foster wellness and full participation in the community.

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

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

AGREEMENT

- 1. Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **June 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.
- 2. Program.** The Program is described in attached **Exhibit A: Subrecipient Scope of Work**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program ("CMHP") IGA No. 159159 awarded on June 26, 2019 which is the source of the federal grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Oregon Health Authority, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) and unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$703,811.36**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance**

Reporting. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$663,629.23** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (**CFDA 93.959**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment (“SAPT”) Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

4.2. **Other Funds: \$40,182.13** in other funds are provided for funding of other items in the program budget.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a

direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.

- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- e) **Match.** Matching funds are not required for this Agreement.
- f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the **Exhibit B: SUBRECIPIENT Program Budget**. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use the federal *de minimis* indirect cost rate of 10% for indirect cost recovery on the federally-funded portion of this Agreement. This amount is incorporated by reference into SUBRECIPIENT program budget in **Exhibit B: SUBRECIPIENT Program Budget**.
- h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i) **Payment.** SUBRECIPIENT must submit a final request for payment **no later than fifteen (15) days after the end date of this Agreement**. Routine requests for reimbursement should be submitted as specified in **Exhibit D: Required Financial Reporting and Reimbursement Request**.
- j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Performance Reporting** for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed **Exhibit D: Required Financial Reporting and Reimbursement Request** on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D & F**), performance (**Exhibit E**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- m) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.

- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying Certificate**) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Oregon Health Authority access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, with each claim for reimbursement for the duration of this award.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of

this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services Agreement No. 159159, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and SUBRECIPIENTs under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

Mental Health & Addictions Association of Oregon – A&D Peer Support

Subrecipient Grant Agreement – 20-025 (#9372)

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- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

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

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

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

Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in **Exhibit J: Insurance**.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

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

- Exhibit A SUBRECIPIENT Scope of Work
- Exhibit B SUBRECIPIENT Program Budget
- Exhibit C Lobbying Certificate
- Exhibit D Required Financial Reporting and Reimbursement Request
- Exhibit E Performance Reporting
- Exhibit F Final Financial Report
- Exhibit G CMHP Required Federal Terms and Conditions
- Exhibit H CMHP Required Provider Agreement Provisions
- Exhibit I CMHP Service Element
- Exhibit J Insurance
- Exhibit K Qualified Service Organization Business Associate Agreement

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**THE MENTAL HEALTH ASSOCIATION OF
OREGON DBA MENTAL HEALTH &
ADDICTIONS ASSOCIATION OF OREGON**

CLACKAMAS COUNTY

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

Authorized Signature

Printed Name

Date

Signing on Behalf of the Board:

Street Address

Richard Swift, Director
Health, Housing and Human Services Department

City / State / Zip

Date

Phone / Fax

Approved as to Form:

County Counsel

Date



DAN JOHNSON
DIRECTOR

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

February 6, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
University of Oregon for an AmeriCorps Member

Purpose/Outcome	Embedding an AmeriCorps member from the University of Oregon's "Resource Assistance for Rural Environments" program with Clackamas County.
Dollar Amount and Fiscal Impact	\$23,500
Funding Source	Sustainability & Solid Waste program revenue. No General Fund Resources.
Duration	10 months, terminating July 31, 2020
Previous Board Action / Review	Included in FY 19-20 budget. A RARE AmeriCorps member was also approved for FY 18-19, working on our first operational GHG inventory and researching community solar.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities. 2. Honor, utilize, promote, and invest in natural resources.
Counsel Review	This IGA has been reviewed and approved by County Counsel.
Contact Person	Eben Polk, Supervisor, DTD-Sustainability & Solid Waste - 742-4470
Contract No.	RARE SERVICES AGREEMENT No. 28014

BACKGROUND:

This Intergovernmental Agreement with the University of Oregon's Resource Assistance for Rural Environments (RARE) program enables the County to host an AmeriCorps member during Fiscal Year 19-20, to work in three areas: (1) research and partner with potential community solar projects that allow organizations and community members to source local renewable electricity; (2) assessing opportunities for solar investments on County buildings; and (3) piloting outreach for electric vehicles.

This effort was approved through the budget process for FY 19-20. The IGA was not available until after the program was underway and is effective September 4, 2019, through July 31, 2020.

RECOMMENDATION:

Staff recommends the Board approve this agreement and authorize Dan Johnson, DTD Director, to sign on behalf of Clackamas County.

Respectfully submitted,

Eben Polk, Supervisor
Department of Transportation & Development – Sustainability & Solid Waste Program



RARE 2019-2020 SERVICES AGREEMENT No. EPCS #28014

This agreement ("AGREEMENT") is by and between Clackamas County, hereafter known as the "CLIENT", and the University of Oregon, hereafter known as "UNIVERSITY".

The parties wish to enter into this AGREEMENT for the purpose of mutual benefit to the CLIENT and the selected student member, herein referred to as "MEMBER".

1. STATEMENT OF SERVICE

The UNIVERSITY expects to receive funding from the Corporation for National and Community Service through the State of Oregon Higher Education Coordinating Commission on behalf of Oregon Volunteers to support the program entitled "Resource Assistance for Rural Environments" ("RARE") which provides cooperative planning and resource assistance to participating rural communities.

The cooperative services requested by the CLIENT and provided by the MEMBER are under the management and with the guidance of the UNIVERSITY. College-level members will assist residents of resource-dependent rural communities/counties to evaluate their community's future, find answers to community questions and assist in the development and implementation of strategies to improve economic and environmental conditions for the community and/or the region in which it is located. A MEMBER will be assigned to the CLIENT to help implement a specified work plan. The general cooperative services to be provided to the CLIENT by the MEMBER are identified in the Scope of Work section in Attachment A, Proposal, of this AGREEMENT.

2. PERIOD OF AGREEMENT

This AGREEMENT shall be effective on September 4, 2019 and shall terminate on, July 31, 2020, unless otherwise amended. The CLIENT and the MEMBER, with the help of the UNIVERSITY, shall develop the community service program of the MEMBER. Periodic adjustments to this program may be made throughout the project period as deemed necessary by the CLIENT and with agreement of the UNIVERSITY and MEMBER.

3. AMERICORPS REQUIREMENTS

As required by the Corporation for National and Community Service, the CLIENT agrees to:

- a. Provide a safety orientation to their MEMBER within two weeks of their arrival;
- b. Not hire the MEMBER as an employee for other work during the term of service;
- c. Ensure that national service opportunities related to this AGREEMENT are in compliance with applicable federal disability laws;
- d. Ensure MEMBER is accompanied by someone with background check clearance while serving with a vulnerable population until the MEMBER is cleared through; either the state repository (ies) or the FBI fingerprint check;
- e. Ensure the MEMBER does not engage in prohibited activities as described in the RARE Program's Administrative Handbook;
- f. Ensure MEMBER follows all RARE Program policies as described in the Rules of Conduct,



- attached hereto as Attachment B, and the RARE Program’s Administrative Handbook;
- g. Complete, sign, provide necessary supporting documentation, and otherwise comply with the Labor Organization Certification attached hereto as Attachment C;
 - h. Identify MEMBER as an AmeriCorps member and identify the project contemplated by this AGREEMENT as an AmeriCorps project;
 - i. Generally monitor and evaluate MEMBER’s performance, and review and confirm MEMBER’s participation through monthly time sheets, quarterly assessments, or another mutually agreeable method;
 - j. Provide progress reports to UNIVERSITY as reasonably requested by UNIVERSITY; and
 - k. Commit to open and regular communications between the site, AmeriCorps member, and AmeriCorps program staff. Agree to address partnership and performance concerns immediately and directly.
 - l. Consistent with state and federal law, ensure programs and activities are accessible to persons with disabilities and that the site provides reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, services recipients, applicants and staff. Consistent with state and federal law, ensure all selections and project assignments are made without regard to the need to provide reasonable accommodation.

4. CONSIDERATION

The CLIENT agrees to pay the UNIVERSITY the fixed price sum of \$23,500, to fund CLIENT'S participation in the services described in section 1 above. This project is funded in part with funds from the Corporation for National and Community Service through the State of Oregon Higher Education Coordinating Commission on behalf of Oregon Volunteers and the University of Oregon. The UNIVERSITY will invoice the CLIENT for 25% of the fixed price sum listed above upon execution of this AGREEMENT. UNIVERSITY will invoice subsequent quarterly billings of 25% to the CLIENT on December 1, 2019, March 1, 2020, and June 1, 2020. All billings are payable within 30 days of receipt of invoice. Submit payments referencing this AGREEMENT’s number on the face of the check to:

University of Oregon
c/o Cashiers
P.O. Box 3237
University of Oregon
Eugene, OR 97403-0327

The MEMBER is not an employee of the CLIENT or the UNIVERSITY, but is provided employment benefits such as Workers’ Compensation and Social Security through the UNIVERSITY’s payroll system. Therefore, the CLIENT is not responsible for any payroll costs over and above the total amount specified in this AGREEMENT. The CLIENT agrees to cover the cost of office and administrative expenses related to the MEMBER’S work duties as well as travel expenses incurred in the execution of these duties. The CLIENT will provide liability insurance for the MEMBER per the volunteer liability insurance of the CLIENT organization. The CLIENT will identify an individual to serve as the local supervisor and mentor of the MEMBER in compliance with program requirements, subject to the approval of the UNIVERSITY.

5. FUNDS AVAILABLE AND AUTHORIZED

The CLIENT certifies at the time of signing this AGREEMENT that sufficient funds are committed and



authorized for expenditure to finance costs of this AGREEMENT within its current appropriation or limitation.

If the CLIENT is not allotted the funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funding source available to it for such purposes to continue this AGREEMENT, this AGREEMENT shall automatically terminate at the end of the current fiscal period for which funds have been allocated.

Such termination shall not constitute an event of default under any other provisions of this AGREEMENT, but the CLIENT shall be obligated to pay its share of all charges incurred through the end of such fiscal period.

The CLIENT shall give the UNIVERSITY written notice of such non-availability of funds within thirty (30) calendar days after it receives notice of such non-availability.

6. AMENDMENTS

This AGREEMENT shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except in writing and signed by both parties to this AGREEMENT.

7. TERMINATION

This AGREEMENT may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.

The UNIVERSITY may terminate this AGREEMENT effective upon delivery of written notice to the CLIENT, or at such date as may be established by the UNIVERSITY, under any of the following conditions:

- a) If UNIVERSITY funding from federal, state, or other source is not obtained and continued at levels sufficient to allow for the purchase of the specified services. When possible, and when agreed upon, the AGREEMENT may be modified to accommodate a reduction in funds.
- b) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate under this AGREEMENT or are no longer eligible for the funding proposed for payments authorized by this AGREEMENT.
- c) If the work program or work conditions of the MEMBER as defined by the CLIENT is an inappropriate use of program funds.

8. ACCESS TO RECORDS

The UNIVERSITY, and the Secretary of State's Office of the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CLIENT which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcripts.



9. OWNERSHIP OF THE WORK PRODUCT

All work produced by UNIVERSITY under this AGREEMENT shall be the property of UNIVERSITY. UNIVERSITY grants to CLIENT and MEMBER a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

All work produced by CLIENT under this AGREEMENT shall be the property of CLIENT. CLIENT grants to UNIVERSITY and MEMBER a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

All work produced by MEMBER under this AGREEMENT shall be the property of MEMBER. MEMBER grants to UNIVERSITY and CLIENT a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

For work product produced jointly under this AGREEMENT, CLIENT, UNIVERSITY, and MEMBER shall be owners and all parties shall be entitled to reproduce, publish or otherwise use, and to authorize others to use, such work product.

10. NON-DISCRIMINATION

The CLIENT and UNIVERSITY agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. INSURANCE

The parties affirm that each maintains adequate and appropriate insurance coverage or an equivalent self-insurance program.

12. WAIVER

The failure of the UNIVERSITY to enforce any provision of this AGREEMENT shall not constitute a waiver by the UNIVERSITY of that or any other provision of this AGREEMENT.

13. KEY PERSONNEL/NOTICES

Communications concerning the work to be performed under this AGREEMENT shall be addressed to:

RARE CONTACT (Technical)
Titus Tomlinson, Program Director
1209 University of Oregon
Eugene, OR 97403-1209
Phone: (541) 346-2879
titust@uoregon.edu

CLIENT CONTACT (Technical)
Eben Polk, Sustainability Sup.
150 Beaver Creek Road
Oregon City, OR 97405
503-742-4470
epolk@clackamas.us

All notices under this AGREEMENT given by either party to the other shall be in writing and submitted to the following individuals, and shall become effective on delivery to the addressee, unless otherwise indicated. Amendments or other changes to this AGREEMENT will not be effective



unless signed by the UNIVERSITY and CLIENT Contracting Officers or an authorized representative.

UNIVERSITY CONTACT (Administrative)
Post Award
Sponsored Projects Services
5219 University of Oregon
Eugene, OR 97403-5219
Phone: (541) 346-5131
Fax: (541) 346-5138
sponsoredprojects@uoregon.edu

CLIENT CONTACT (Administrative)
Same as Technical Contact

14. SEVERABILITY

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

15. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by strikes, fire, riots, acts of god, terrorist acts or other acts of sabotage, war, inability to obtain labor or materials or reasonable substitutes therefore, government restrictions, regulations, controls or any other causes obligated to perform where such cause was beyond the party’s reasonable control. However, the party shall make reasonable efforts to remove or eliminate the cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this AGREEMENT.

16. EXECUTION AND COUNTERPARTS

This AGREEMENT may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

17. ASSIGNMENT

Neither party shall assign or transfer this AGREEMENT or the rights granted under it in whole or in part, whether voluntarily or involuntarily, by operation of law or otherwise, without the express written consent of the other party, not to be unreasonably withheld.

18. THIRD PARTY BENEFICIARIES

Nothing in this AGREEMENT gives, or is intended to give or shall be construed to give any benefit or right to any third parties.

19. DISCLAIMER FOR PUBLICATIONS AND REPORTS

Publications created by members, volunteers or staff funded by this AGREEMENT must be consistent with the purposes of this AGREEMENT. The CNCS AmeriCorps logo shall be included on such documents.



CLIENT is responsible for assuring that the following acknowledgement and disclaimer appears in any external report or publication of material based upon the work supported by this AGREEMENT:

“This material is based upon work supported by the Corporation for National and Community Service (CNCS) under Grant No. 19FXHOR001. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS or the AmeriCorps program.”

20. MERGER CLAUSE

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF OREGON. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EACH PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have duly executed this agreement effective as of the effective date above. By signing this agreement, CLIENT acknowledges that it has received and understands the Service Site orientation packet, site agreement, and related information, which includes the RARE AmeriCorps Program Administrative Handbook.

CLIENT
Signature _____
Printed Name _____
Title _____
Date _____

UNIVERSITY
Signature _____
Printed Name Elizabeth Thomson Denecke
Title: Associate Director, Sponsored Projects Services
Date October 10, 2019

Tax I.D. 46-4727800

SITE SUPERVISOR

Signature _____
Printed Name _____
Title _____
Date _____



RARE AmeriCorps Program

2019-2020 Community Position Description

1209 University of Oregon

Eugene, OR 97403-1209

P: 541-346-2879

INSTRUCTIONS

Please complete the following narrative. You will need to complete all sections.

- Section 1** — Community Form
- Section 2** — Placement Narrative
- Section 3** — Project Summary Table
- Section 4** — Essential Functions and Skills

A PDF of all four sections including signature must be received by e-mail no later than 5:00 p.m. on **June 21st, 2019**. Note this is a week earlier than initially planned. If this is problematic, please let us know. Feel free to embed website addresses in the narrative. **Please e-mail application materials to:** rare@uoregon.edu

You may provide electronic copies of any pertinent documents relating to the scope of work. If they are lengthy documents, you need only send the summary or the important sections. This could include plans, assessments, etc.

This program is available to all without regard to race, color, national origin, disability, age, sex, political affiliation or in most instances, religion.

Programs and activities must be accessible to persons with disabilities, and the host site must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified RARE AmeriCorps participants, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

SECTION I: RARE AmeriCorps 2019-2020 ORGANIZATION INFORMATION

Organization (the organization that is officially submitting this narrative)

Contact First and Last Name **Eben Polk**

Title **Sustainability Supervisor**

Organization **Clackamas County**

Street Address **150 Beaver Creek Road**

City, State, Zip **Oregon City, OR, 97045**

Office Phone **503-742-4470** Cell **503-422-1520** Fax **503-742-4453**

E-mail **epolk@clackamas.us**

Website **www.clackamas.us/recycling**

RARE AmeriCorps Supervisor (if different than above)*

Contact First and Last Name _____

Title _____

Organization _____

Street Address _____

City, State, Zip _____

Office Phone _____ Cell _____ Fax _____

E-mail _____

Website _____

Individual Responsible for Signing Legal Contracts

Contact First and Last Name **Dan Johnson**

Title **Director**

Organization **Clackamas County**

Street Address **150 Beaver Creek Road**

City, State, Zip **Oregon City, OR, 97045**

Office Phone **503-743-4325** Cell _____ Fax _____

E-mail **danjoh@clackamas.us**

Website **www.clackamas.us/transportation**

*If the RARE supervisor changes at any time during the RARE placement process, the RARE program must be notified immediately.

SECTION II: RARE AmeriCorps 2019-2020 PLACEMENT NARRATIVE

Placement Type

Check the placement type(s) that best describe this position. Please check all that apply, but be as specific as possible as this information will be used to guide the placement process.

- | | | |
|---|--|---|
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Community/Social Services | <input type="checkbox"/> Geographic Information Systems |
| <input type="checkbox"/> Natural Resource Planning | <input type="checkbox"/> Food Systems Development | <input type="checkbox"/> Main St./Downtown Development |
| <input type="checkbox"/> Land Use Planning | <input type="checkbox"/> Small City/Government Mgmt. | <input checked="" type="checkbox"/> Renewable Energy |
| <input checked="" type="checkbox"/> Outreach and Engagement | <input type="checkbox"/> Rural/Regional Tourism | <input type="checkbox"/> Other: |

Placement Information

Organization **Clackamas County**

RARE Position Title **Rural Energy & Climate Specialist**

County (where RARE AmeriCorps participant's office will be) **Clackamas County**

Counties to be served (if different than above)

Area to be served **Rural Clackamas County** Population **400,000 total**
City, county, region, watershed **100,000 rural**

Community Information

		\$2,200 (Zillow single family rent list price)
Median Rental Costs	\$ 1,469 (Zillow Rent Index) \$ 1,250 (Zillow rent list price) 1 bdrm. Apartment	\$ 1,786 (Zillow Rent Index) 2 bdrm. House
Legislative District	3 – Blumenauer (D) 5 – Schrader (D) Federal House	18 – Lewis (R) 26 – Neron (D) 35 – Doherty (D) 37 – Prusak (D) 38 – Salinas (D) 39 – Drazan (R) 40 – Meek (D) 41 – Power (D) 48 – Reardon (D) 51 – Bynum (D) 52 – Williams (D) 59 – Bonham (R) State House
		9 – Girod (R) 13 – Thatcher (R) 18 – Burdick (D) 19 – Wagner (D) 20 – Olsen (R) 21 – Taylor (D) 24 – Fagan (D) 26 – Thomsen (R) 30 – Bentz (R) State Senate

SECTION II: RARE AmeriCorps 2019-2020 PLACEMENT NARRATIVE

Performance Measures

As an AmeriCorps Program, RARE reports quarterly on how it is meeting certain pre-determined performance measures. How do your projects meet RARE's performance measures? Please check all that apply, but a minimum of two. In addition, explain how each performance measure checked will be met by your projects.

Increase the number of actively engaged volunteers How?

Increase community resources How? New community resources will include solar and/or financial assessments for community, co-op, and County-owned solar sites; outreach materials, assessments, maps, databases, programs, and/or studies. Includes but is not limited to outreach materials to increase understanding of the process of developing a community solar project in a community-oriented way; and an analysis of the viability of rural climate engagement strategies.

Create finalized plans that can be implemented during or after the RARE term of service. How? County properties that the RARE member evaluates as viable for solar developments will result in plans for future development. The community solar project may result in supportive documents and processes for community-centered development. If the community engagement analysis is completed, that analysis will lay a foundation for future engagement plans.

Provide public speaking opportunities to the RARE AmeriCorps participant. How? The full portfolio of projects is expected to provide at least five speaking opportunities for outreach to the community or County stakeholders.

Create or provide teaching opportunities on the topics of business plan development, marketing and/or fiscal management. How? If a community solar project that is led by community members moves forward, the member will include financial planning in the support for the project.

Transfer skills to community participants. (This can be informal or formal transfer of skills.) How? If a community solar project that is led by community members moves forward, the member will assist with supporting an array of skills needed to develop the project.

SECTION II: RARE AmeriCorps 2019-2020 PLACEMENT NARRATIVE

Part B: Placement Description

Please describe the placement by answering the questions below.

1. Describe the specific needs in your community that the project(s) will address.

Rural communities in Oregon often face greater challenges accessing programs and services, compared to urban areas such as the Portland Metro region. In severe weather events or other disasters, rural areas of Clackamas County are often more vulnerable to loss of power and are more isolated, with a less resilient transportation system and power system. Rural areas may also face challenges with air quality due to reliance on wood for heat. Investing in community-scale or household-scale solar and energy efficiency projects can help address multiple challenges, improving community resilience and preparedness, reducing costs for power, and reducing carbon emissions through clean power. Through planning, research, community engagement and education, this project will help identify specific opportunities for and build capacity for more solar and energy efficiency, both in the community and for County operations that serve the community.

As the County develops an updated climate action plan, it is important that we engage our entire community so that our strategies align with the needs of our diverse community members. Many climate actions have historically been focused on urban environments (compact development, active transportation, etc.), and many traditional engagement activities can be challenging for rural community members to participate in. This project will explore options for engaging the rural community on this topic to provide a stronger foundation for meaningful conversations.

Electric vehicles are one climate strategy that has considerable momentum in our region. A project to explore how rural cities can develop the needed infrastructure would lay the groundwork to expand the opportunity for electric vehicles into the rural community. If this project generates sufficient interest, it may replace the community engagement analysis element of this placement's work plan.

Because there are many viable potential approaches and partners, we have some flexibility to tailor the community-engagement aspects of our RARE projects towards the strengths and career interests of our RARE member.

2. Provide evidence that the resident population, organization staff and/or board are supportive of the projects proposed. This may include a description of the community/organization strategic plan or a description of the events or change in policy that has led your community to seek assistance from the RARE program.

In 2017 our Board of Commissioners adopted a resolution supporting action on climate change and affirming past action plans to reduce our carbon emissions. They approved naming our program 'Sustainability and Solid Waste.' Our commissioners strongly support rural economic development and promoting clean energy. Among the key goals in the Board's strategic plan are to 'honor, utilize, promote and invest in our natural resources, grow a vibrant economy, and ensure safe, healthy, secure communities.' This placement is a response to those priorities and actions. A nationwide poll of county-level opinions on climate issues in 2016 conducted by Yale University estimated that in Clackamas County, 83% of residents support research into renewable energy sources. However, action on this issue has not been well resourced yet. This project will help build a new framework and momentum.

3. List any community-based organizations with which the RARE AmeriCorps participant will work in completing the project.

Confirmed partners working in the community include Sustainable Northwest, Clackamas County Weatherization

SECTION II: RARE AmeriCorps 2019-2020 PLACEMENT NARRATIVE

Program, Energy Trust of Oregon, and the Disaster Management Department. Our RARE participant may also connect with or work with Clackamas Soil and Water Conservation District, 350 Clackamas County, the Mount Hood Green Scene, Friends of Family Farmers, OSU Extension Service, one or more of our rural cities, and one or more community planning organizations or hamlet/village organizations, which are Clackamas County's closest equivalent to neighborhood associations.

4. Describe the readiness of the project(s) (e.g., a plan has been completed and needs to be implemented or the council has adopted the scope of work based on a community outreach process).

The community solar project will build on the work of our 18/19 RARE member to assess the potential for community solar in the county. This initial assessment also raised awareness for the potential of evaluating County-owned properties for solar opportunities. The community engagement analysis will enhance work that is already underway to develop a climate action planning process that is comprehensive and action-oriented. The analysis is flexible enough that it is not dependent on the timing of any particular phase of the climate action planning process. The rural electric vehicle infrastructure exploration would build on recent activity from partners such as Portland General Electric and Forth to move forward direction from the Board of County Commissioners regarding early climate action that does not need to wait on a full climate action plan.

A preliminary scope will be completed before the RARE term begins, but will be left somewhat flexible, allowing our RARE member to adapt and finalize the plan with support from County staff, Sustainable Northwest, and other potential community partners.

5. Describe the professional development, learning opportunities and training for the RARE AmeriCorps participant who would serve in the position. Please be as specific as possible.

A number of opportunities will be incorporated or encouraged. These include:

- Participating in the County's interdepartmental climate exchange which brings together staff from several departments to discuss climate issues.*
- Understanding sustainability management systems and the development of a framework to create and implement a climate plan.*
- Connecting with other professionals in land use planning, disaster preparedness, renewable energy, and non-profits.*
- Building effective relationships with stakeholder climate action advocates.*
- Connecting with other RARE members particularly anyone working on other rural energy initiatives.*
- When feasible, our member will have the opportunity to connect with and/or shadow staff providing technical assistance to schools, businesses, or multifamily communities in waste reduction and sustainability.*
- Leadership and relationship building. For someone who is interested in understanding and connecting with the type of organizations, community members, and relationships that help make a place like Clackamas County a great place to live, this placement will be a good fit. It will offer exposure to a variety of non-profits, NGOs, community groups, and larger organizations with shared interest in the County's livability, long-term resilience, and environmental health.*
- Project management and reporting. This placement will offer a member an opportunity to develop an organized plan for at least two projects, characterize desired outcomes and deliverables, and report on outcomes or findings.*

SECTION II: RARE AmeriCorps 2019-2020 PLACEMENT NARRATIVE

6. Describe the skills that you would need in a RARE AmeriCorps participant that would serve in the position. These are required skills. Please also describe any desired skills.

- *Strong Microsoft Office skills, particularly Excel and Word*
- *Ability to understand and manage data in spreadsheets*
- *Effective verbal and written communication skills*
- *Experience with quantitative analysis and the summarization and presentation of data in charts, tables, and graphs*
- *Familiarity with and interest in climate issues, sustainability, and/or renewable energy*
- *Experience with one or more independent and/or team projects*
- *Ability to establish new relationships with stakeholders*
- *Interest in energy education and speaking before groups on energy topics*
- *Familiarity with GIS and graphics software (e.g. InDesign) also a plus*
- *Driving is required for County business on a regular basis or to accomplish work. A County vehicle will be available at any time driving is necessary. Applicants must possess a valid driver's license, and possess and maintain an acceptable driving record throughout the course of employment. Specific information on the County's driving policy can be found at [Driving and Vehicle Policy \(EPP 52\)](#)*

7. Please describe any diversity, equity and inclusion efforts that are part of your organization and, in particular, part of the RARE projects. Please include any professional development opportunities for the RARE AmeriCorps participant related to diversity, equity and inclusion.

Our RARE Americorps will have several development opportunities in this area that connect to existing efforts. Clackamas County has an Equity, Diversity, and Inclusion Committee (EDIC) that creates learning opportunities and facilitates our ongoing efforts to promote equity, diversity and inclusion. We will invite our AmeriCorps member to shadow these committee meetings. Once a year Clackamas County staff may also have an opportunity to attend a regional conference on equity and diversity, and if our AmeriCorps member is eligible to attend, we will offer that opportunity. In addition, if our program participates in a training on diversity, welcoming environments, diverse recruiting, or dismantling racism, we would include our AmeriCorps member.

8. Please provide a one paragraph position summary (no more than 300 words).

Clackamas County, OR is seeking an energy and climate specialist to make a significant difference in our community, advancing multiple projects that will result in tangible results for rural communities and our operations as an organization. The specialist will be project-focused. The community solar project will assess specific community solar projects and provide support to increase their responsiveness to local community needs and values. This project will include public engagement and outreach with potential partners and developers as well as key stakeholders. Community solar projects provide an opportunity for a broad base of community members who may not be able to invest in personal solar to support and benefit from solar projects, and also have the potential to increase energy resilience through micro-grids and battery storage. The member will also assist the County with an analysis of solar opportunities on County-owned property. Depending on the interest of the RARE member and local stakeholders, one of two projects will move forward around engaging the broader community. One project would involve the analysis of strategies and opportunities to engage the rural areas of the county on climate action. These strategies include a volunteer corps model, an advisory group, and outreach that partners with rural-focused partner organizations. The other project would involve coordinating with rural cities in the county to identify opportunities to develop electric vehicle charging infrastructure.

SECTION II: RARE AmeriCorps 2019-2020 PLACEMENT NARRATIVE

Part C: Organization Narrative

Describe the organization where the RARE AmeriCorps participant will be working with for the next year.

1. Describe the sponsoring organization with which the RARE AmeriCorps participant will be working.
The Sustainability and Solid Waste program has approximately 13 staff dedicated to helping Clackamas County, as a community and as an organization, become more resilient and sustainable. We provide education and technical assistance each year to over 1,000 businesses, 130 schools, 120 multifamily communities, and thousands of community members, equipping people to reduce waste, recycle better, reuse and repair, and increasingly, to adopt other sustainable practices. With our support more schools in Clackamas County are certified as Oregon Green Schools than any other County. We also have certified 40+ businesses representing thousands of employees as Leaders in Sustainability. We coordinate repair fairs that allow community members to fix things and learn new skills. We also oversee and regulate the companies that provide garbage and recycling collection service in unincorporated areas of the County. And, we have a great time.
More broadly, Clackamas County employs over 2,000 people providing service to the community in departments such as Health, Housing, and Human Services; Transportation and Development; Water Environment Services; Parks and Forests; Sheriff; and several others. Clackamas County is a place where people care about each other and share a passion for public service. The County is like a microcosm of Oregon: part of the Portland Metro area, but with most of its space in rural communities and public lands.
2. Provide a brief background of the community supervisor (the person who will be responsible for coordinating the day-to-day oversight of the RARE AmeriCorps participant). Describe the organizational role of the community supervisor and any special circumstances (e.g., the supervisor is a volunteer board member or the supervisor works in a different location or works less than full time).
Eben Polk, Sustainability Supervisor, will provide ongoing and overarching supervision and mentoring for the AmeriCorps member. He has been at Clackamas County since 2008. He has completed masters degrees in Public Policy and Environmental Management, and professional experience in materials management, energy, and ecology. More recently he has served as a Clackamas County Leadership Academy advisor and mentor.
3. Describe the office where the RARE AmeriCorps participant will be located. Please include the following information:
 - a. If other staff members work in the office, please indicate who they are (not by name but by number and role).
 - 1 Senior Analyst: overseeing garbage / recycling collection companies; administering collection system*
 - 1 Senior Analyst, 3 Analysts: coordinating and delivering outreach and technical assistance with businesses*
 - 1 Analyst: commercial food waste reduction and donation*
 - 1 Analyst: schools program*
 - 1 Analyst: multifamily program*
 - 1 Analyst: community and residential program*
 - 1 Analyst: internal sustainability coordination and disaster resilience*
 - 1 Administrative Specialist*
 - 1 Seasonal: event recycling*

SECTION II: RARE AmeriCorps 2019-2020 PLACEMENT NARRATIVE

- b. Please indicate if the office has a 'public' interface (i.e., do clients or residents regularly come in for services?)
Clients occasionally visit but more often call or email with requests, and our staff spend significant time in the field with customers (e.g. schools, businesses, community members). Our office is adjacent to the Development Services lobby, which is an active public interface with clients passing through for a variety of permit services.
- c. Please describe how safety training will be provided to the RARE AmeriCorps participant.
Safety training is an integral part of our on-boarding process for new staff. We have a checklist that includes numerous safety elements and procedures. For any staff using a County vehicle, we have a safe driving checklist and brief orientation too.
- d. Describe expectations in terms of the RARE AmeriCorps participant's specific office hours (e.g., regular 8am-5pm Monday through Friday; 7am-6pm Monday through Thursday; 40 hours a week with flexible hours to accommodate evening meetings and field work, etc.)?
A typical week would be 32 to 40 hours; the AmeriCorps member may choose between four 10-hour days and five 8-hour days; regular hours for a five day week would be approximately 8:00 am to 5:00 pm; occasional flexibility to accommodate evening or weekend meetings or events will be important.
4. Please describe the community in which the person will be working and likely living.
Clackamas County is a unique mix of urban, suburban, and rural areas, with several small cities—some urban and some rural. Most of our 400,000 residents live in the urbanized northwest part of the County, within the Portland Metro boundary. Many others, however, live in areas of forest and farm, or on the shoulders of Mount Hood, or in small rural towns and neighborhoods. Clackamas County has abundant outdoors opportunities: fishing, kayaking, rafting, hiking, and biking. We have several excellent farmers markets. On weekends, you can be at the coast in a couple hours, or on Mt. Hood or lost in the Cascades in less. More about visiting Clackamas County can be found at www.mounthoodterritory.com. Our AmeriCorps member could choose to live in Oregon City if it is important to minimize their commute, or, if it suits them, may live elsewhere. Some staff in our program live in Portland, others live in West Linn, Milwaukie, Oregon City, Gladstone, or Oak Grove. Clackamas County employees also live in rural communities such as Estacada, Molalla, Beavercreek, or Canby. Some of our cities have small but attractive downtowns (Oregon City, Sandy, Lake Oswego, Milwaukie). Our primary campus in Oregon City is served by Trimet's 33 bus line with frequent service between Milwaukie and Oregon City.

Provide additional information that you believe may be important for someone who is new to your community and/or the state of Oregon that may be important for a potential RARE AmeriCorps participant.

Oregon is a beautiful state with a multitude of places and career paths to explore. It is also a place where the mission to create sustainable communities is alive. It is a great place to live and work. There are numerous informal networking groups dedicated to sustainability issues where people can make connections and navigate career options, particularly in nearby Portland. Oregon has a history of doing its own thing to protect the resources we value, from the 1970s era 'Bottle Bill' that pioneered recycling for bottles and cans, to the strength of state land use law to protect farmland, promote smart growth and local land use planning. But it is by no means perfect. Here the exploitation and the celebration and protection of our abundant forests and wildlands have co-existed, sometimes uneasily, with their economic use. Many communities in Oregon, including some in Clackamas County, have a history of depending on the once-significant timber economy. The growth areas in our economy are in services, tourism, and tech.

SECTION II: RARE AmeriCorps 2019-2020 PLACEMENT NARRATIVE

Before choosing a place to live, our member may want to speak to staff here or with previous Americorps members who can describe the tradeoffs involved between commute and community choice.

There is a thing called Oregon nice. People here are welcoming, courteous, and generous.


SECTION III: RARE AmeriCorps 2019-2020 SCOPE OF WORK

Please summarize the information in Section III using the following table. You may expand the size of existing rows or add additional rows as needed for projects, by unlocking the document. The purpose of this table is to give RARE AmeriCorps participants an overview of the placement description. This table will be attached to your community contract (signed at the beginning of the RARE AmeriCorps participant's term of service). Please use sufficient detail to explain your projects (i.e., if a RARE AmeriCorps participant were solely looking at this table, they would understand the scope of work for this placement).

SECTION III: RARE AmeriCorps 2019-2020 SCOPE OF WORK

Project	Need Being Addressed	Major Activities & Tasks to be Performed	Skills, Ability & Knowledge Needed	Expected Outcomes and/or Deliverables	% of time
<p>Community Solar in Rural Clackamas County - This project will involve working with/assessing up to three sites in rural Clackamas County that are being sought for community or co-op solar projects. Community solar as a model has significant potential to enhance resilience of the grid through distributed generation, especially if they include battery storage. The work will include technical assistance in collaboration with Energy Trust of Oregon and Sustainable Northwest to further evaluate the viability of the site(s) and identify a process for moving forward. This process will include outreach, education, and analysis, and will help build the capacity of rural groups to take on a community solar project.</p>	<p>Building resilience, preparedness, and clean energy resources in rural Clackamas County.</p>	<p>Our member will further develop networks around potential community solar projects and work with community groups to finalize a project site. The member will also work with rural Clackamas County residents, businesses, and organizations to identify subscribers to such a community or co-op solar project. The member will research and share information about the process of initiating a community solar project and how it can be replicated by others in the County.</p>	<p>Strong analytical, writing, and relationship building skills. Familiarity with or interest in clean energy and community/stakeholder engagement.</p>	<p>Summary of the community solar development process and how it can be replicated in the County; and assessment reports of potential sites.</p>	<p>40</p>
<p>County Facilities Solar - In addition to community solar opportunities, the County will explore opportunities for solar projects on County-owned property—such projects could provide energy to County facilities as accessory uses or, potentially, serve as a community energy project. This will involve similar outreach and analysis as the community solar projects, but with County staff as the audience.</p>	<p>Building resilience, preparedness, and clean energy resources for Clackamas County operations.</p>	<p>Our member will research and technically assess potential sites for County solar projects with technical assistance from Energy Trust of Oregon. They will also conduct outreach, including presentations and conversations about the opportunities and process of such solar projects.</p>	<p>Strong analytical, writing, and relationship building skills. Familiarity with or interest in clean energy and stakeholder engagement.</p>	<p>Report and analysis of potential County-owned solar sites, including next steps for development; presentation on the analysis findings.</p>	<p>25</p>

SECTION III: RARE AmeriCorps 2019-2020 SCOPE OF WORK

<p>Rural Climate Engagement Opportunities Analysis - As the County develops an updated Climate Action Plan, one important element is to engage our rural community members about potential climate actions. This project will identify and evaluate opportunities to create a structure for short- and long-term conversations about how climate actions can be effectively implemented in the rural areas of the county in a way that also addresses the wellbeing of rural community members. The member will evaluate the particular goals that each strategy is likely to accomplish, and consider how that contributes to the success of overall climate and sustainability planning.</p>  <p>We will evaluate opportunities including a community training/volunteer management program such as Energy</p>	<p>Expanding climate engagement to more meaningfully address and incorporate rural considerations, needs, and values.</p>	<p>Our member will help refine the strategies for engagement, and coordinate resulting workshops, presentations, or other events. They will connect with potential partners for a training/volunteer program, research funding sources for ongoing engagement, and produce reports on the viability and efficacy of each option.</p>	<p>Strong analytical, writing, and relationship building skills. Familiarity with or interest in climate action and community/stakeholder engagement.</p>	<p>Report evaluating each engagement opportunity for how it would be structured, what partners may be involved in/critical to its success, resources required (both financial and staff) to implement it, and how successful it might be at meeting the goals of establishing meaningful dialog around climate action.</p>	<p>35 if selected (we anticipate selecting between this and a Rural EV project)</p>
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SECTION III: RARE AmeriCorps 2019-2020 SCOPE OF WORK

<p>Stewards/Climate Masters, an advisory committee, and engagement through/alignment with existing organizations. Evaluation will include logistics, partnerships, and potential funding mechanisms.</p>					
<p>Rural Electric Vehicle Infrastructure – Electric vehicles are a climate strategy with significant support and active partners in the region. However, the majority of the charging infrastructure needed to support this strategy is located in urban areas, making it more challenging to adopt in rural communities. This project would engage rural cities in Clackamas County to identify interest in working with partners to develop and promote EV infrastructure, and coordinate strategies for those communities who want to pursue such developments.</p>	<p>Expanding the opportunity to own and operate an electric vehicle in rural communities, thereby reducing carbon footprints in areas where active transportation is not a viable option.</p>	<p>Our member will engage with city officials to gauge interest in working with partners such as Forth and Portland General Electric to identify and pursue opportunities to develop EV infrastructure and share information with community members about these opportunities. If sufficient interest exists, the member will coordinate the exploration and implementation of these strategies.</p>	<p>Familiarity with or interest in electric vehicles, climate mitigation, public/private partnerships and/or stakeholder engagement. Strong relationship building and research skills.</p>	<p>Summaries of resources such as grants and programs to assist with the expansion of EV infrastructure; and presentations to city staff and community groups on opportunities.</p>	<p>35 if selected (we anticipate selecting between this and a rural engagement project)</p>

SECTION IV: RARE AmeriCorps 2019-2020 ESSENTIAL FUNCTIONS

We have listed the essential functions of a RARE AmeriCorps participant in general. Please list any essential functions of your placement, not listed below. This may include skills as well as requirements such as passing a drug test, owning their own car, etc. This should include any required skills you listed in Section II.B.6.

Essential Functions

The RARE AmeriCorps participant must be able to fulfill the following essential functions:

- Complete a minimum of 1700 of service within 11 months;
 - Represent the RARE program, their community organizations and themselves well by behaving professionally and following the dress code and standards of conduct of their sponsoring organization;
 - Travel to and participate in required RARE trainings, including Orientation, Fall training, and the End of the Year Event;
 - Create and submit a work plan, with the support and approval of the community supervisor, that accurately reflects the RARE AmeriCorps participant's on-site duties and deliverables;
 - Complete monthly service reports and quarterly assessments in a timely manner;
 - Seek technical assistance and support whenever needed, from community resources, RARE/IPRE staff, or from the University outlined both the in the scope of work and in the RARE AmeriCorps participant work plan;
 - Complete specified work products as described in scope of work and work plan.
-
- Produce documents, reports and analyses with strong Microsoft Office skills, particularly Excel and Word
 - Understand and manage data in spreadsheets
 - Effective verbal and written communication skills
 - Experience with quantitative analysis and the summarization and presentation of data in charts, tables, and graphs
 - Familiarity with and interest in climate issues, sustainability, and/or renewable energy
 - Experience with one or more independent and/or team projects
 - Ability to establish new relationships with stakeholders
 - Interest in energy education and speaking before groups on energy topics
 - Familiarity with GIS and graphics software (e.g. InDesign) also a plus
 - Driving is required for County business on a regular basis or to accomplish work. A County vehicle will be available at any time driving is necessary. Applicants must possess a valid driver's license, and possess and maintain an acceptable driving record throughout the course of employment. Specific information on the County's driving policy can be found at [Driving and Vehicle Policy \(EPP 52\)](#)
 - Owning a car is not necessary to reach work in Oregon City, if the RARE member selects housing that allows a convenient commute by bus or bike; however it would be helpful and provide flexibility to explore Portland, the region, and the outdoors if the member owns a vehicle.

MEMORANDUM

January 27, 2020

TO: Dan Johnson, Cheryl Bell
FROM: Eben Polk
RE: *RARE Americorps Agreement*

In the prior and the current FY, the Sustainability and Solid Waste program is hosting an AmeriCorps member through the University of Oregon's Resource Assistance for Rural Environments program, a local AmeriCorps affiliated nonprofit. This year's efforts were included in our budget for FY 19-20, for \$23,500. In FY 19-20 our program is hosting two AmeriCorps members—the other is through Confluence Environment Center, a local non-profit.

AmeriCorps members function similar to an intern or a temporary employee, but are not County employees—they are 'placed' with a host organization, which pays the sponsoring organization. This organization pays the members, and provides them with additional resources and professional development throughout the year.

AmeriCorps members that come through RARE work with organizations that serve rural communities in areas like resource conservation and economic development. With this emphasis in mind, each year our RARE AmeriCorps member is working on three projects: (1) research and partner with potential community solar projects that allow organizations and community members to source local renewable electricity; (2) assessing opportunities for solar investments on County buildings; and (3) piloting outreach for electric vehicles.

This year Kelsey Maass has been placed with us through the RARE program. (Last year's member was Claire Trevisan, who coordinated our first operational GHG inventory and laid a foundation of research on community solar projects.)

This cover memo only applies to our agreement with the U of O RARE Program. This year's Confluence AmeriCorps member, Dakota Tangredi was approved via contract with Confluence earlier this year; Dakota is assigned to work on outreach, education and technical assistance with low income multifamily communities and in schools on food waste prevention and climate change education.

RECORDING MEMO

X	New Agreement/Contract
	Amendment/Change/Extension
	Policy Reports
	Other

ORIGINATING COUNTY

DEPARTMENT:

Transportation & Development – Sustainability & Solid Waste

PURCHASING FOR:

N/A

OTHER PARTY TO

CONTRACT/AGREEMENT:

University of Oregon

BOARD AGENDA DATE: _____

AGENDA ITEM NUMBER: _____

PURPOSE:

Approval of an Intergovernmental Agreement with University of Oregon for an AmeriCorps Member

Please return to Shamyia Becerra, DTD – Sustainability & Solid Waste after recording.



DAN JOHNSON
DIRECTOR

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

February 6, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Metro to Implement the
FY 19-20 Annual Waste Reduction and Recycle at Work Program

Purpose/ Outcomes	This IGA provides funding and updates the County's solid waste, waste reduction and recycling work plan for 2019-2020, developed collaboratively each year with Metro. Funds disbursed by Metro under the IGA partially offset the cost of meeting state requirements of a local annual waste reduction plan pursuant to the Regional Waste Plan and Oregon's Opportunity to Recycle Act.
Dollar Amount and Fiscal Impact	The IGA provides for FY 19-20 funding of \$597,151 (\$230,287 – commercial food scraps technical assistance; \$219,575 – general waste reduction; \$147,289 – commercial waste reduction).
Funding Source	Metro's Regional System Fees and County Solid Waste Franchise Fees.
Duration	July 1, 2019 – June 30, 2020
Previous Board Action	The BCC has approved a Solid Waste Management Plan and supplemental funding from Metro annually since 1991.
Counsel Review	Counsel has reviewed and approved the IGA (Oct 24)
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities. (BCC) 2. Honor, utilize, promote and invest in natural resources. (BCC) 3. Waste reduction and conservation of resources. (DTD-S&SW)
Contact Person	Eben Polk – Sustainability & Solid Waste (DTD) (503) 742-4470
Contract No.	Metro Contract No. 936428

BACKGROUND:

Annually Metro and local governments within the tri-county area collaborate to update and refine plans for outreach, education and technical assistance in waste reduction and recycling. This IGA covers FY 19-20 funding and updates the work plan.

This agreement, as with prior Metro IGAs for solid waste, is retroactive. Although contracts and agreements must typically be signed before their effective date, Metro typically releases the IGA well into the fiscal year, resulting in approval by the Board during the IGA period. This year, most local governments adopted their IGA after January 1, 2020, as we complete our food scraps implementation plans.

The annual plans are designed to meet the goals and objectives of our Regional Waste Plan (formerly the Regional Solid Waste Management Plan) which itself implements state policies for the provision of opportunities to recycle, and waste reduction. In its role as the lead agency for RWP implementation, Metro has approved the County's Annual Waste Reduction Plan for FY 19-20. The plans have two main components: the 'Annual Plan', which provides education and resources for residents and community members to participate in waste reduction and recycling,

and the 'Recycle at Work' program which provides technical assistance to workplaces. As with FY 17-18 and 18-19, this IGA includes additional funds to work with food-related businesses, specifically in implementing the local food scraps collection ordinances adopted by Gladstone, Lake Oswego, Milwaukie, Oregon City, West Linn, Wilsonville, and the County for its urban unincorporated area and Happy Valley.

In support of these annual plans, Metro redistributes revenue collected from disposal of garbage at Metro's owned and franchised facilities. The regional funding calculation is based on population (for the Annual Plan funds) and the number of employees (for Recycle at Work funds) in each jurisdiction. The County meets the annual responsibilities of the RWP and annual plans for its unincorporated areas and the Cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville, in exchange for the funds allocated for those jurisdictions by Metro.

These local agreements ensure that programs and customer service as experienced by residents and businesses, and communication with collection companies who provide service across jurisdictions, are consistent, efficient, and cost-effective.

This year the County's combined funding for the Annual Plan and the Recycle at Work components increased by \$14,024, to \$366,864. Commercial food scraps funding increased to \$230,287 in order to increase staffing to help businesses establish food scraps collection in compliance with ordinances.

Attached for reference are our agreements with Cities to perform the work necessary to meet the obligations of the RWP in exchange for Metro funds and the Annual Waste Reduction and Recycle at Work Reports for year-end FY 18-19 (Year 29).

The annual report offers details of the work accomplished using the funds distributed via this IGA. Highlights from the past year include:

- Initiation of the Library of Things project at 8 libraries (Canby, Estacada, Lake Oswego, Milwaukie, Oregon City, Sandy, West Linn, and Wilsonville)
- Master Recyclers volunteers reached a reported 82,974 interactions with community members at events around the county, including a record number of events during Earth Month (April 2019).
- Supporting or running more Repair Fairs (9)
- Reaching 207 multifamily communities with recycling information and 179 with waste prevention information
- Reaching 181,956 single family, multifamily, and business addresses with a Recycle guide postcard and expanding the Guide to 7 languages
- Reaching 650 different businesses with waste reduction, recycling, or sustainable practices
- 30% of our schools were certified as Oregon Green Schools, while 3,423 students participated in a school waste audit
- Nine milk dispensers were installed in schools in 3 districts – dramatically reducing wasted milk and cartons
- We developed and implemented a new food waste prevention presentation for students

These efforts align with the crucial services provided by our franchised solid waste collectors.

County Counsel reviewed and approved this agreement as to form on October 24, 2019, contingent upon an edit that was made and is reflected in the attached IGA, noting that the agreement is retroactive.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve and sign the Intergovernmental Agreement with Metro (No. 936428) containing the FY 19-20 work plan approved by Metro, and funding.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eben Polk". The signature is fluid and cursive, with the first name "Eben" and last name "Polk" clearly distinguishable.

Eben Polk, Supervisor
DTD-Sustainability & Solid Waste

Attachments:

- A. IGA (No. 936428) for BCC Signature
- B. FY 18-19 Annual Report to Metro
- C. FY 19-20 Annual Plan Approved by Metro
- D. City Letters of Understanding for Ongoing Outreach



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Metro Contract No. 936428

THIS AGREEMENT, entered into and under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and CLACKAMAS COUNTY, hereinafter referred to as “County”, whose address is 2051 Kaen Road, Oregon City, OR 97045.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the FY 2019-20 Metro and Local Government Annual Waste Reduction Plan, Recycle at Work, and Business Food Waste Program.

2. Term. This Agreement shall be retroactively effective to the date of July 1, 2019, and shall remain in effect through June 30, 2020 unless earlier terminated in conformance with this Agreement, or extended by written amendment signed by both parties. Costs for this project may be incurred beginning July 1, 2019.

3. Services Provided and Deliverables. County and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in Exhibit A: Scope of Work (Attachments A, B, C, D, and E).

4. Payment for Services. Metro shall pay County for Annual Waste Reduction services performed and materials delivered in the maximum sum of TWO HUNDRED NINETEEN THOUSAND, FIVE HUNDRED SEVENTY-FIVE AND NO/100THS DOLLARS (\$219,575.00) and for Recycle at Work services performed and materials delivered in the maximum sum of ONE HUNDRED FORTY-SEVEN THOUSAND, TWO HUNDRED EIGHTY-NINE AND NO /100THS DOLLARS (\$147,289.00) and Business Food Waste Requirement services performed and materials delivered in the maximum sum and in the manner and at the time designated in Attachment C of the Scope of Work.



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

5. Insurance. County agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.272. County also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, County shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, County's performance under this Agreement. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, Metro shall indemnify, defend, and hold County and County's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, Metro's performance under this Agreement..

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days' notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.



600 NE Grand Ave.
 Portland, OR 97232-2736
 (503) 797-1700

Intergovernmental Agreement

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For County:

Eben Polk
 Clackamas County
 150 Beaver Creek Road
 Oregon City, OR 97045

For Metro:

Office of Metro Attorney
 Metro
 600 NE Grand Avenue
 Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For County:

Eben Polk
 Clackamas County
 150 Beaver Creek Road
 Oregon City, OR 97045
 (503) 742-4470

For Metro:

Office of Metro Attorney
 Metro
 600 NE Grand Avenue
 Portland, OR 97232-2736
 (503) 797-1647

County may change the above-designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to County.

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.



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Intergovernmental Agreement

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Intergovernmental Agreement

This Agreement is dated as of the last signature date below.

CLACKAMAS COUNTY

METRO

By: _____

By: _____

Print name and title

Print name and title

Date

Date



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(503) 797-1700

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Intergovernmental Agreement

Scope of Work – Exhibit A

Attachment A

SCOPE OF WORK: Annual Waste Reduction Plan

- a) Term: July 1, 2019 to June 30, 2020.
- b) County's responsibilities. County shall:
 - 1. Provide to Metro a copy of County's Resolution, Ordinance, or signature of authorized representative approving this Intergovernmental Agreement including all of its attachments.
 - 2. Provide to Metro a copy of the Intergovernmental Agreement or Letter of Understanding authorizing County to act on Cities' behalf in developing and implementing a joint annual waste reduction program.
 - 3. Ensure that by June 30, 2020, the activities specified in Attachments A and D have been completed.
 - 4. On or before August 1, 2020, submit the following:
 - A) A completed reporting template.
 - B) Demonstrated compliance with applicable state law and the Regional Waste Plan.
- c) Metro Responsibilities. Metro shall:
 - 1. Provide technical assistance to County as necessary to develop, execute, monitor, and evaluate the project.
 - 2. Provide assistance to County on promotional and educational activities.
 - 3. Monitor the general project progress and review, as necessary, County's accounting records relating to project expenditures.
 - 4. Provide County with any necessary reporting templates.
- d) Budget and Terms of Payment:
 - 1. Upon completion of section (b)(1) and (b)(2) of this Scope of Work, Metro shall pay County \$219,575.00 in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County's invoice.



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Intergovernmental Agreement Scope of Work – Exhibit A

2. County shall provide services described in Attachment D in exchange for the following funding allocations:

Barlow	\$70
Canby	\$8,757
Estacada	\$1,772
Gladstone	\$6,192
Happy Valley	\$10,918
Johnson City	\$292
Lake Oswego	\$19,919
Milwaukie	\$10,699
Molalla	\$5,017
Oregon City	\$18,174
Rivergrove	\$263
Sandy	\$5,729
West Linn	\$13,465
Wilsonville	\$13,162
<u>Unincorporated Clackamas County</u>	<u>\$105,146</u>
 TOTAL	 \$219,575

3. County and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan is a multi-year program and that future rounds of funding will depend in part on County's performance in implementing program activities during the term of this contract.



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Intergovernmental Agreement

Scope of Work – Exhibit A

Attachment B

SCOPE OF WORK: Recycle at Work

- a) Term: July 1, 2019 to June 30, 2020.
- b) County's responsibilities. County shall:
 1. Hire and train individuals as staff or contractors who work in the County's offices or external contractors whose primary responsibilities and duties are to provide waste prevention and recycling technical assistance and Business Recycling Requirement compliance services to businesses.
 2. Implement the Regional Service Standard: Business, Business Recycling Requirement and Recycle at Work Annual Outreach Plan sections in Attachment D that identify the County's strategy for targeting and recruiting businesses for waste prevention and recycling assistance and compliance with business recycling requirements.
 3. On or before August 1, 2020, submit an annual progress report on the accomplishments of the business assistance program, including:
 - A) A completed end-of-year report in a form provided by Metro and that includes:
 - i) A narrative on the successes and challenges of the business assistance program;
 - ii) Overall expenditures and Metro funds spent on the business assistance program during the fiscal year (July 1, 2019 through June 30, 2020);
 - iii) A list of staff who worked on business assistance during the fiscal year (July 1, 2019 through June 30, 2020), their level of full-time equivalent (FTE) work time spent on business assistance, and their source of funding (Metro or local government)
 - B) Data collected for each business assisted through the program including contact information and type of assistance provided
 4. Make resources available to businesses as appropriate for the County.
 5. Establish a compliance program for the Business Recycling Requirement consistent with applicable Metro Code and associated Administrative Rule and provide written description to Metro.
- c) Metro Responsibilities. Metro shall:
 1. Provide resources and staff time to County to develop, execute, monitor, and evaluate the Recycle at Work program.
 2. Monitor the general program progress and review as necessary, County's accounting records relating to Recycle at Work program expenditures.
 3. Notify the County of Metro business assistance or pilots and any other business recruitment scheduled for the term of the IGA.
 4. Provide the County with standardized reporting forms for annual progress reports.



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Intergovernmental Agreement Scope of Work – Exhibit A

5. Review and revise the program goals and budget as needed in conjunction with the Solid Waste Directors.
6. Conduct an evaluation of the program as needed, which may include on-site visits to businesses by Metro staff or independent third-party contractors.

d) Budget and Terms of Payment:

1. Metro shall pay County \$147,289 in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.
2. County shall provide services described in section (b) in exchange for the following funding allocations:

Barlow	\$22
Canby	\$5,683
Estacada	\$0
Gladstone	\$2,716
Happy Valley	\$3,400
Johnson City	\$16
Lake Oswego	\$18,742
Milwaukie	\$12,277
Molalla	\$2,447
Oregon City	\$14,452
Rivergrove	\$18
Sandy	\$3,270
West Linn	\$4,443
Wilsonville	\$19,019
<u>Unincorporated Clackamas Co.</u>	<u>\$60,784</u>
TOTAL	\$147,289

Attachment C**SCOPE OF WORK: Business Food Waste Requirement**

- a) Term: July 1, 2018 to June 30, 2019.
- b) County's responsibilities. County shall:
 1. Complete and submit to Metro the Business Food Waste Requirement Implementation Plan no later than February 1, 2020 (Attachment E).
 2. Demonstrate compliance with Metro Ordinance No. 18-1418 by providing documentation of local adoption of the Business Food Waste Requirement in all subject jurisdictions of the County cooperative program.
 3. Hire and train 2.0 FTE as staff or contractor who works in the County's offices or external contractor whose primary responsibilities and duties are to provide technical assistance to subject businesses for implementation of the business food waste requirement in compliance with the minimum standards of Metro Ordinance No 18-1418 and associated Administrative Rules.
 4. Utilize funding to support staff and to purchase program-related internal collection containers with funding allocated as described in section d) 2. below.
 5. Participate in the Commercial Work Group (CWG) and CWG Food Scraps Subcommittee for the purpose of collaborating on multijurisdictional food-generating business assistance and participate in regional trainings.
 6. Utilize the Food Scraps Program Evaluation System developed for this program to collect and report data to Metro to demonstrate compliance with the business food waste requirement and assist with program evaluation.
 - a. Determine business compliance by conducting site visits at 100% of non-participating businesses and 20% of participating businesses subject to the requirement to assure that the required conditions of compliance are met by the end of the applicable implementation period based on the judgment of staff conducting the site visit.
 - b. On a quarterly basis submit business food waste compliance reports in the agreed upon format.
 - c. Every six months provide a companion narrative report that contains qualitative information including successes and challenges.
 7. Report annually on expenditures.
 - a. Overall expenditures including local government and Metro funds spent on business food waste assistance program during the fiscal year (July 1, 2019 through June 30, 2020);
 - b. List of staff who worked on food waste business assistance during the fiscal year (July 1, 2019 through June 30, 2020), their level of full-time equivalent (FTE) work time dedicated to providing technical assistance to businesses subject to the food scraps requirement, total labor hours funded by Metro funds, and total number of businesses served.

- c. Establish and describe an auditable accounting method for any labor hours funded by Metro funds. Preserve records for a minimum of five years after the end of the program and allow reasonable access to Metro upon request and as may be deemed necessary by Metro.
 - d. Provide documentation to demonstrate appropriate expenditure of funds provided for food waste collection containers.
8. Ensure that no Business Food Waste Requirement staffing resources and equipment are used in non-compliant jurisdictions. No food waste prevention, donation or recovery assistance of any kind that is supported by funds included in this agreement, may be provided to businesses that are located within jurisdictions that are not in compliance with the Business Food Waste Requirement.
- c) Metro Responsibilities. Metro shall:
1. Provide resources and staff time to County to develop, execute, monitor, and evaluate the program.
 2. Monitor general progress and review as necessary.
 3. Convene and facilitate the quarterly CWG and CWG Food Scraps Subcommittee meetings as needed.
 4. Analyze data from business food waste compliance reports submitted by jurisdictions on a quarterly and annual basis and provide quarterly reports to County that include graphical and numerical summaries of the compliance and performance data.
 5. Report annually to the Metro Council on progress towards program goals.
- d) Budget and Terms of Payment:
1. Metro shall pay County in two equal payments based upon one of the scenarios noted in (2) below. The first upon contract execution, the second upon receipt of an approved Business Food Waste Requirement Implementation plan.. The first upon contract execution, the second upon receipt of an approved Business Food Waste Requirement Implementation plan. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.
 2. County shall provide services described in section (b) in exchange for the following funding allocations:

a. Staffing support (2.0 FTE):	\$223,188.00
<u>Container allocation—full compliance</u>	<u>\$7,099.00</u>
TOTAL	\$230,287.00
b. Staffing support (2.0 FTE)	\$223,188.00
<u>Container allocation—Oregon City non-compliance</u>	<u>\$6,862.00</u>
TOTAL	\$230,050.00

c. Staffing support (2.0 FTE)	\$223,188.00
<u>Container allocation—Gladstone non-compliance</u>	<u>\$7,051.00</u>
TOTAL	\$230,239.00

d. Staffing support (2.0 FTE)	\$223,188.00
<u>Container allocation—Oregon City and Gladstone non-compliance</u>	<u>\$6,815.00</u>
TOTAL	\$230,003.00

**Metro and Local Government
Annual Waste Reduction Work Plan**

FY 2018-19 End-of-Year Report for Annual Program Tasks

June 2019

The report is due to Metro by August 1, 2019.

Jurisdiction: Clackamas County Contact: Eben Polk

Maintenance & Expansion of Existing Programs

Instructions: List all tasks from your jurisdiction's approved FY 2018-19 plan, the current status of each and notes regarding the implementation of the task including any changes from the original plan. Include quantitative data when possible and practical.

Program narrative:

Provide a short narrative overview of programs and services implemented in FY 2018-19 and any focus area highlights.

In FY 18-19 Clackamas County maintained robust technical assistance, outreach and education for waste reduction, recycling, reuse, and sustainable practices, across our community, for customers and audiences including residents, businesses, schools, multifamily communities, event attendees and managers. Anticipating future efforts to update commercial enclosures or enclosure ordinances, we re-staffed design review for enclosures during the year, transferring the function to our program from our Planning and Zoning division, where it had resided for several years.

Highlights include:

- A record number of outreach events supported in April (Earth Month) 2019 where Master Recyclers or staff tabled and/or engaged with attendees.
- Significant engagement from several libraries, whose staff are moving quickly towards implementing Libraries of Things.
- Presenting at Washington's recycling conference on our cart tagging project
- Supporting an increasing number of Repair Fairs
- Expanding the number of languages in which our Recycle Guide is available
- Developing and implementing a new food waste prevention presentation for schools and youth
- Holding a first high school age schools summit with OGS and Gresham
- Nine milk dispensers installed in schools across 3 districts
- Reaching 30% certification rate for schools, in OGS
- More than 3,423 students participating in waste audits
- Restoring missing recycling streams to at least four low income multifamily communities

Status Key:

C = Complete (task has been completed as planned)

O= Ongoing (task continues into next Plan Year)

R = Revised (explain program, policy or implementation adjustments made)

I = Incomplete (indicate why the task is incomplete, delayed or will not be implemented)

N = New (new program added that was not in your FY 2018-19 plan)

A. Single Family Residential Recycling		
Activity Description	Status	Implementation Notes
<p>1) Educate residents about recycling at home.</p> <p>a. Promote proper recycling at outreach opportunities.</p> <p>b. Keep the county's Recycle Guide up-to-date, relevant, and accessible to multiple populations.</p> <p>c. Provide specialized education on recycling contaminants, including materials identified in the Contamination Reduction Education Plan (CREP).</p> <p>d. Develop a sustainable methodology for residential cart-tagging.</p> <p>e. Provide direct feedback to single-family households on their recycling via cart tags.</p> <p>f. Coordinate with regional partners on outreach.</p> <p>g. Create an English and Spanish recycling guide magnet.</p>	<p>O</p> <p>O</p> <p>O</p> <p>I</p> <p>I</p> <p>O</p> <p>C</p>	<ul style="list-style-type: none"> • 3 articles in #ClackCo Quarterly about the recycling system and/or relevant recycling news. (Nov 2018, Feb 2019, May 2019) • 2 Recycle Guides in #ClackCo Quarterly (Nov 2018, May 2019). • Worked with city of Wilsonville and Republic to provide Wilsonville specific recycle guide and depot list for two different publications of the Boones Ferry Messenger. • Reached out to Gladstone City Newsletter and Milwaukie Pilot about including the Recycle Guide, but challenges with sizing of different publications delayed progress. • Worked with Hoodview Disposal to switch their recycling information handout to the county English/Spanish Recycle Guide, updated to include their logo. This was included in their November rate increase notices. • Worked with WM to update their recycle guide for Clackamas County and cities within on their webpages. Updated flyers also to be included in their welcome packets. • Worked with Dan Walker Disposal to have their new website link to our Recycle Guide. • Postcard with Recycle Guide distributed to 181,956 single family, multifamily, and business addresses within Clackamas County. • 9 Facebook and over 23 Twitter posts about recycling contamination and/or proper recycling. Of these, two were specific to plastic bags (the focus item for CREP). • Over 9,700 up-to-date Recycle Guides distributed throughout the county. • Recycle Guide available in 7 languages online (English, Spanish, Chinese, Russian, Vietnamese, Korean, and Thai). • Staff led over 19 presentations and 10

		<p>tabling events promoting proper recycling.</p> <ul style="list-style-type: none"> • Attended 8 CREW meetings to coordinate with regional partners on outreach. • We have developed a plan and cost estimate for conducting a county cart tagging program, but have not yet staffed the work (a hiring freeze is in effect). There were no county-led cart tagging projects in the 18-19 FY, though Bliss Sanitation requested 200 cart tags for their own cart tagging efforts. • Created an English and Spanish Recycle Guide Magnet. Distributed over 1,057 at events throughout the County.
<p>2) Educate residents about recycling at depots and other non-curbside locations.</p> <p>a. Keep the county's Depot List of where to recycle or dispose of non-curbside materials up-to-date and relevant. Includes, among other things, appliances, batteries, HHW, lamps, Styrofoam, tires, etc.</p> <p>b. Encourage participation in product stewardship programs. (ex: Paint Care, Bottle Drop, Oregon E-Cycles, etc.)</p> <p>c. Investigate compliance among electronics retailers on educating the public about the Oregon E-Cycles program.</p>	<p>O</p> <p>O</p> <p>I</p>	<ul style="list-style-type: none"> • 1 Depot List in #ClackCo Quarterly's May 2019 edition. • Over 9,700 up-to-date Depot Lists distributed. • 1 ad on Paint Care in #ClackCo Quarterly's May 2019 edition. • 2 ads on Oregon E-Cycles in #ClackCo Quarterly's Feb 2019 edition. • We wanted to interview a number of local and chain electronics retailers on how/if they were incorporating Oregon E-Cycles information at point-of-sale, but did not due to staff capacity and a desire to learn from the DEQ E-Cycles consumer research and public awareness campaign. • We are planning an article on the Bottle Drop bottle wash initiative in #ClackCo Quarterly, specifically about how the bottle wash facility in Clackamas County, but decided to hold off until more news came out about this initiative.
<p>3) Educate residents about home and backyard composting, and curbside composting.</p> <p>a. Provide publications and/or display materials at community events and upon request.</p> <p>b. Promote other local groups providing education on composting and use of compost. (ex: Oregon State Extension Services, Master Gardeners, etc.)</p> <p>c. Where service is available, promote curbside composting.</p>	<p>O</p> <p>O</p> <p>I</p>	<ul style="list-style-type: none"> • 1 Facebook and 3 Twitter posts about backyard composting. • 2 links to composting resources on our website (Metro's Composting page, and Metro's Worm Composting page) • We reached out to Metro staff to initiate the conversation about offering Metro compost bins at a more convenient location for Clackamas County residents. Further conversations are pending. • Due to staff capacity, we did not get the opportunity to partner with Master Recyclers and communities that have

	curbside composting to further develop educational materials.
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B. Single Family Residential Waste Prevention & Reuse		
Activity Description	Status	Implementation Notes
<p>1) Raise awareness around the issue of wasted food</p> <p>a. Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge (ESWLC).</p> <p>b. Partner with Farmers Markets to test new outreach strategies for educating the public about wasted food.</p> <p>c. Partner with OSU Extension to offer a hands-on class on way to waste less food.</p> <p>d. Promote programs/organizations that support alternatives to wasted food. (ex: OSU Extension's Family Food Education Program, Gleaners of Clackamas County, etc.)</p>	<p>O</p> <p>C</p> <p>I</p> <p>O</p>	<ul style="list-style-type: none"> • 37 community events included the Reduce Wasted Food kit with ESWLC materials. • 2 ads promoting ESWL were featured in #ClackCo Quarterly (Nov 2018, May 2019). • 1 Facebook and 13 Twitter posts about wasting less food. • 4 ESWL presentations. • 146 ESWLC pledges to reduce wasted food at home. • The Oregon City Farmers market piloted a new food storage, revival, and use-up tips for in season produce. These produce storage cards were specific to one type of produce, and were available for people to take at the info booth. Our goal was for these to be used by the farm stands themselves, but there were difficulties in promoting the outreach tool to them. • Due to a shift in our AmeriCorps's focus, we did not offer hands-on classes with OSU Extension on ways to waste less food. We focused on schools outreach, offering presentations to hundreds of students. • Food preservation and rescue resources from Gleaners of Clackamas County and the OSU Extension were included in the Reduce Wasted Food kit.
<p>2) Promote the reduction of waste through reuse.</p> <p>a. Keep the Reuse flyer, which lists local and regional reuse-centered businesses, up-to-date and relevant.</p> <p>b. Lead and/or support Repair Fairs throughout the county.</p> <p>c. Work with county partners to establish a Library of Things</p>	<p>O</p> <p>O</p> <p>O</p>	<ul style="list-style-type: none"> • 3 Facebook, 2 Twitter, and 2 Nextdoor posts about the upcoming Library of Things. • 1 article in #ClackCo Quarterly's Feb 2019 edition promoting the Library of Things and the reuse benefits of such a program. • 1 ad in #ClackCo Quarterly's Nov 2018 edition providing resources for donation of items. • 9 Repair Fairs. • 1 ad in #ClackCo Quarterly's Feb 2019 edition promoting Repair Fairs and listing upcoming dates • 8 Library of Things are planning to

		launch in September 2019 (Oregon City, Milwaukie, Lake Oswego, West Linn, Wilsonville, Canby, Estacada/Hoodland, Sandy)
3) Support Master Recycler volunteers and the regional Master Recycler program. a. Promote the Master Recycler course. b. Provide opportunities for community outreach and payback hours. c. Support Master Recyclers in their own, self-directed community outreach efforts. d. Provide continued education opportunities.	C C C C	<ul style="list-style-type: none"> • 1 ad in #ClackCo Quarterly's Feb 2019 edition, 3 Facebook, 39 Twitter, 2 Nextdoor, 1 webpage, 11 ads in city/community newsletters promoting the Master Recycler course. Those ads were in the Clackamas Review/Oregon City News, West Linn Tidings, Lake Oswego Review, Canby Herald, The Mountain Times x2, Gladstone City Newsletter, Happy Valley Monthly x2, Boones Ferry Messenger, Sandy Monthly Newsletter. • 1 Master Recycler course hosted in county each year. • 6 staff presentations and 1 staff member on a panel during the Master Recycler course. • 69 volunteer opportunities sponsored by the county and attended by Master Recyclers for fulfilment of their payback hours. (10 with staff, 59 without) • 4 tabling topics available for Master Recyclers to check-out (Recycling, Green Cleaners, Wasted Food, and Textiles). • 3 presentations topics available to Master Recyclers (Recycling, Green cleaners, Wasted Food). • 1 refresher event held 5/30/19. 30 Master Recyclers attended. • 1 volunteer appreciation event held 9/20/18. 21 Master Recyclers attended.

C. Multifamily Residential Recycling		
Activity Description	Status	Implementation Notes
1) Promote recycling outreach and education to property managers and residents at multifamily communities a. Educate property managers and residents through direct outreach, e-newsletters, events, flyers, magnets, mass mailings, and our website about recycling, including, but not limited to, curbside recycling, e-cycles, recycling depots, etc.	O	<ul style="list-style-type: none"> • 207 communities received recycling information (e.g. flyers, e-newsletter, signs, bags, etc.) • 273 property managers and staff received the quarterly e-newsletter containing recycling hints, tips, and best practices (132 people from 128 multifamily communities opened newsletters).

<p>b. Offer presentations, door-to-door outreach, and tabling at events to promote recycling right to multifamily residents.</p> <p>c. Explore the possibility of a rating system for multifamily communities based on a number of factors that could indicate their use of waste reduction and recycling best practices.</p> <p>d. Mail postcard containing recycle guide to all addresses in the County, including all multifamily units.</p>	<p>O</p> <p>O</p> <p>N</p>	<ul style="list-style-type: none"> • 1 mass mailing sent to property owners/managers at 522 communities to promote recycling outreach and education at multifamily communities. • 23 communities distributed 1,032 plastic film/WRAP flyers to residents • 1,430 reusable recycling bags were distributed to property managers for residents at 29 communities. • 44 multifamily communities received 26 presentations, 10 door-to-door outreach, 6 tabling or other interactive activity about recycling right (5 door hangers). • Created and distributed 669 English and Spanish magnets to 16 multifamily communities to promote recycling right. • A draft rating system has been created. • Recycle guide postcard mailed to all mailing addresses in the county, including multifamily units.
<p>2) Provide technical assistance to multifamily communities.</p> <p>a. Offer assistance to communities that have not received assistance in the past two years.</p> <p>b. Target outreach to communities with missing service streams.</p> <p>c. Provide on-site assistance, as requested/needed.</p>	<p>O</p> <p>O</p> <p>O</p>	<ul style="list-style-type: none"> • 137 communities that had not received assistance in the past two years were visited and 69 of those received resources and/or assistance. • All remaining communities listed as missing a stream in the 2017 Multifamily Report have had their service levels verified: <ul style="list-style-type: none"> ○ 25/247 (10.1%) confirmed missing ○ 10/247 (4%) one of alleged missing streams confirmed missing ○ 162/247 (65.6%) confirmed stream(s) not missing ○ 50/247 (20.2%) N/A (assisted living, duplicates, <5 units, SF service, etc.) • Updated database capabilities to track and export billing information. Unfortunately, the current database is unable to export service level data as desired.
<p>3) Reach out to property management companies, especially those located in Clackamas County, to offer waste reduction and recycling outreach and assistance in a top-down approach.</p>	<p>R</p>	<ul style="list-style-type: none"> • Contacted property management companies and offered to present to property managers, but all declined the offer. Instead, we have shared our Multifamily Regional Contacts flyer in our e-newsletter and with those property managers with whom we have worked closely. We also have a Master Recycler who works for a property management company who shared our information at a staff meeting.
<p>4) Track assistance to low-income</p>		<ul style="list-style-type: none"> • Equitable outreach provided to low-

<p>communities to ensure, at least, equitable assistance.</p> <p>a. Identify low-income communities as identified in the State of Oregon’s “Affordable Housing Inventory in Oregon” database.</p> <p>b. Update the Multifamily Database to indicate current inventory of low-income communities.</p> <p>c. Target outreach to low-income communities through partnerships, cold calls, and mailings.</p>	<p>C</p> <p>C</p> <p>C</p>	<p>income communities:</p> <ul style="list-style-type: none"> o 42/55 (76%) of low-income communities have received outreach in the last 2yrs. o 288/674 (42.7%) all multifamily communities have received outreach in the last 2yrs. <ul style="list-style-type: none"> • All of the eight (8) low-income communities with reported missing service for one or more recycling streams were visited: <ul style="list-style-type: none"> o 3 had all streams o 2 had glass added on 10/18/18 o 2 had glass added 1/29/19 o 1 still missing
<p>5) Recruit and train an AmeriCorps member to collaborate with, and deliver recycling resources and services to low-income communities, including those associated with Northwest Housing Alternatives and Housing Authority of Clackamas County.</p> <p>a. Analyze existing service levels to identify communities that could benefit from increased service.</p> <p>b. Identify communities that could benefit from changes to infrastructure/equipment (better signage, repositioning of bins, etc.).</p> <p>c. Provide outreach to communities with adequate access – meet with property managers and/or resident service coordinators to develop strategies.</p>	<p>C</p> <p>C</p> <p>C</p>	<ul style="list-style-type: none"> • AmeriCorps Member will hired, onboarded, and empowered to work with target communities. • AmeriCorps Member reached out to the 14 target communities to provide recycling support, and 7 collaborated to offer educational materials to residents. • AmeriCorps Member visited 53 multifamily communities to confirm streams and update decals when needed. • AmeriCorps Member worked with 13 additional low-income communities that are missing a recycling stream, haven’t been outreached to in the last five years, or both. • 9 additional communities received outreach from the outgoing AmeriCorps Member

D. Multifamily Residential Waste Prevention & Reuse		
Activity Description	Status	Implementation Notes
<p>1) Promote waste prevention, reuse, and repair to property managers and residents at multifamily communities.</p> <p>a. Educate property managers and residents through direct outreach, newsletters, events, mass mailings, and our website about waste prevention, including, but not limited to, information on junk mail reduction and wasted food prevention (Eat Smart, Waste Less), donation, reuse, repair, etc.</p> <p>b. Offer presentations, tabling at events, and movie screenings to promote waste reduction and reuse to multifamily residents.</p> <p>c. Notify property managers and provide flyers about upcoming Repair Fairs in their neighborhood.</p> <p>d. Explore the possibility of a rating system for multifamily communities based on a number of factors that could indicate their use of waste reduction and recycling best practices.</p>	<p>O</p> <p>O</p> <p>O</p> <p>O</p>	<ul style="list-style-type: none"> • 179 communities received waste prevention information (e.g. flyers, junk mail kit, food waste reduction, e-newsletter, etc.) • 273 multifamily property managers and staff received quarterly e-newsletter that includes information about waste reduction (e.g. bulky waste donation, reuse, Energy Trust of Oregon, MetroPaint, etc.); 132 people from 128 multifamily communities <i>opened</i> at least 1 of the quarterly e-newsletters. • 1 mass mailing sent to property owners/managers at 522 multifamily communities to promote waste reduction and recycling outreach and education. • 44 multifamily communities received 26 presentations and received information about waste prevention, reuse, and repair through 6 tabling events, 10 door-to-door events, and 5 door hangers events. • 169 communities were emailed information about 8 Repair Fairs that took place near them. • A draft rating system has been created.
<p>2) Promote waste reduction technical assistance program to multifamily property managers.</p> <p>a. Explore community reuse through share tables, magazine exchanges, book libraries, “For Free/Sale” bulletin boards, etc.</p> <p>b. Encourage property managers to call donation agencies to collect bulky waste if items are in good, working condition.</p> <p>c. Raise awareness among property managers that they should call their collector for pick-up of bulky waste items for disposal.</p> <p>d. Develop baseline information about how properties deal with bulky waste items.</p>	<p>R</p> <p>O</p> <p>O</p> <p>R</p>	<ul style="list-style-type: none"> • Changes have been made to track reuse efforts in the multifamily database to identify efforts already taking place; however, the current process/reporting options don’t appear to properly capture/report the data. • Property managers at 11 communities have been encouraged to donate bulky waste, when appropriate; an additional 29 opened the e-newsletter encouraging the same. • Collaborated with a property manager at 3 low-income properties to collect bulky waste from residents during an event to discourage residents from dumping. Many small items were donated to a local thrift store, but few “bulky” items emerged.
<p>3) Reach out to property management companies, especially those located in</p>	<p>R</p>	<ul style="list-style-type: none"> • Contacted property management companies and offered to present to

<p>Clackamas County, to offer waste reduction and recycling outreach and assistance in a top-down approach.</p>		<p>property managers, but all declined the offer. Instead, we have shared our Multifamily Regional Contacts flyer in our e-newsletter and with those property managers with whom we have worked closely. We also have a Master Recycler who works for a property management company who shared our information at a staff meeting.</p>
<p>4) Recruit and train an AmeriCorps member to collaborate with, and deliver waste reduction resources and services to low-income communities, including those associated with Northwest Housing Alternatives and Housing Authority of Clackamas County.</p> <p>a. Work with property managers and/or resident service coordinators to educate and promote waste reduction among residents.</p> <p>b. Provide on-site workshops for residents to encourage waste reduction, including wasted food prevention through Eat Smart, Waste Less, toxics reduction through green cleaner use, etc.</p> <p>c. Explore community reuse through share tables, magazine exchanges, book libraries, "For Free/Sale" bulletin boards, etc.</p>	<p>O</p> <p>O</p> <p>R</p>	<ul style="list-style-type: none"> • 15 communities received information on waste reduction. • 10 communities received 12 interactive workshops for residents promoting waste reduction: <ul style="list-style-type: none"> ○ 1 Green cleaner workshop ○ 11 Reduce, Reuse, Recycle presentations • Changes have been made to track reuse efforts in the multifamily database to identify efforts already taking place; however, the current process/reporting options don't appear to properly capture/report the data.

E. Construction & Demolition Recycling		
Activity Description	Status	Implementation Notes
<p>1) Distribute Metro Construction Salvage & Recycling toolkits, when available at DTD lobby counter, local libraries, jurisdictions and relevant community events.</p>	<p>C/I</p>	<ul style="list-style-type: none"> • Approximately 60 toolkits provided to the DTD lobby. This amount was less than expected due to the DTD lobby reconfiguration. • Local libraries and local jurisdictions within Clackamas County were not provided Toolkits.
<p>2) Explore opportunities to repurpose DTD lobby screens to convey information and advisories about deconstruction, salvage, reuse, and recycling (e.g. asbestos, paint care, Habitat ReStores, etc.)</p>	<p>I</p>	<ul style="list-style-type: none"> • This activity was delayed due to a remodeling project of the DTD lobby.

F. Construction & Demolition Waste Prevention & Reuse		
Activity Description	Status	Implementation Notes
1) Continue to promote local businesses that accept and/or sell salvaged construction and demolition materials, building materials.	C/I	<ul style="list-style-type: none"> • 1 ad about local reuse stores included within #ClackCo Quarterly's Nov 2018 edition. • 1 ad about Metro Paint in #ClackCo Quarterly's May 2019 edition. • The Metro Healthy Home Improvement cards, Metro Paint, Canby Habitat ReStore and Rebuilding Center brochures were provided at recycling and green cleaner tabling events throughout the county. The exact number was not tracked. • Approximately 30 each of the Metro Healthy Home Improvement cards, Metro Paint, Canby Habitat ReStore and Rebuilding Center brochures were handed out at the DTD Lobby. This number was less than expected due to the DTD Lobby Remodel.
2) Work with Building Codes staff issuing permits to provide information about asbestos and Metro and DEQ requirements and new rules. Increase visibility of asbestos-related information in our permit lobby.	C/I	<ul style="list-style-type: none"> • Asbestos-related information now included on our depot list (since Winter 2018). • Addition of asbestos-related information on our webpages were delayed due to a county-wide website update. • Approximately 100 asbestos informational handouts were distributed within the DTD permit lobby.
3) Analyze the survey completed of other jurisdictions issuing building permits; summarize the processes and policies used by jurisdictions for building removal (and hazard mitigation) to explore potential for more consistent use of deconstruction and recovery of materials.	C/I	<ul style="list-style-type: none"> • Survey completed • Rest of project put on hold due to the retirement of the Building Codes administrator.
4) Inventory properties potentially subject to removal in buildout of the County's transportation capital improvement plan to identify opportunities for deconstruction.	I	<ul style="list-style-type: none"> • Project put on hold due to the retirement of the Building Codes administrator.

G. Toxicity Reduction		
Activity Description	Status	Implementation Notes
<p>5) Educate residents about the hazards of toxics, alternatives, and proper disposal.</p> <p>a. Provide information about Household Hazardous Waste and proper disposal.</p> <p>b. Promote the use of green cleaners.</p> <p>c. Promote the Metro Hazardous Waste Facilities for safe disposal of unwanted hazardous waste.</p> <p>d. Promote safe disposal of unwanted medication and medical sharps.</p>	<p>○</p> <p>○</p> <p>○</p> <p>○</p>	<ul style="list-style-type: none"> • 3 ads in #ClackCo Quarterly’s Nov 2018 and May 2019 editions. • 38 tabling events promoting the use of green cleaners, HHW, sharps, and unwanted medication. • We wanted to partner with the sheriff’s office, WES, and public health to develop a joint flyer for disposal of unwanted medication, but did not get to that due to staff capacity, and the upcoming opportunity to have a joint webpage instead. • 3 green cleaner presentations. Two more were scheduled with Molalla Public Library, but no one attended. • 1,262 Green cleaner booklets distributed. • 1 Facebook and 1 Twitter post promoting the use of green cleaners and/or the proper disposal of toxics. • Information on Metro South’s Hazardous Waste Facility is included on our Recycle Depot list and website. • 257 Healthy and Safe Metro coupon booklets distributed. • Information on Drug Take Back boxes included on our webpages. • 98 Clackamas River Water Providers “How to Properly Dispose of Unwanted Medication” brochures distributed at community events. • 66 Metro “Safe Disposal of Medical Syringes” distributed at community events.

H. Other		
Activity Description	Status	Implementation Notes
<p>1) Oregon Green Schools Support the OGS program within schools.</p> <p>Provide information about how to reduce solid waste generated by schools and build momentum and excitement around issues of sustainability in schools.</p> <p>a. Reach out to known contacts within</p>	<p>○</p>	<ul style="list-style-type: none"> • We invited new schools to certify, and worked with certified schools to recertify. • Certified 7 schools: <ul style="list-style-type: none"> ○ 3 brand-new certifications ○ 3 advanced a level ○ 1 recertified at current level • 20 schools are in the process of

<p>schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program.</p> <p>b. Support schools through the process of becoming OGS certified.</p> <p>c. Support established green teams/encourage and support schools as they establish green teams. We will do this by providing “grab and go” activities for green team leaders. In addition, our \$500 grants can be used to pay staff to lead green teams after school hours.</p> <p>d. Conduct recycling and waste audits in schools and assist with waste reduction goals within schools.</p> <p>e. Celebrate green school certification within schools at assemblies.</p> <p>f. Recognize certified schools in one issue of Clack Co. Quarterly per year.</p> <p>g. Work with established Eco School Networks in West Linn and North Clackamas.</p> <p>h. New: Begin offering flexible certification mini grants of \$500 to help schools achieve the goals set as part of certification process.</p>	<p>certifying.</p> <p>○</p> <p>○</p> <p>○</p> <p>○</p> <p>○</p> <p>○</p> <p>○</p> <p>○</p>	<p>During the 2018-2019 school year (SY), we worked with 39 schools to maintain or achieve OGS certification. We provided a stipend to two teachers at two different schools to lead student green teams.</p> <p>• We conducted 16 waste audits with students, and assisted schools with setting and achieving waste reduction goals following the audits.</p> <p>• 30% of all Clackamas County schools are OGS certified.</p> <p>• More than 3,423 students participated in waste audits. This number is significantly higher than last year, even though we conducted fewer waste audits than last year. We changed the way we conduct lunch waste audits, which accounts for the increase. We now involve every student in the school in the lunch waste audit.</p> <p><u>Certified Oregon Green Schools</u> <u>(new or recertified schools in bold)</u></p> <ul style="list-style-type: none"> • Carus School, Canby • Deep Creek Damascus School, Damascus • Forest Hills, Lake Oswego • Hallinan, Lake Oswego • Lake Grove, Lake Oswego • Lake Oswego High School, Lake Oswego • Lakeridge Jr. High, Lake Oswego • Oak Creek Elementary, Lake Oswego • River Grove, Lake Oswego • Westridge Elementary, Lake Oswego • Molalla Elementary, Molalla • Molalla High School, Molalla • Molalla River Middle School, Molalla • Ardenwald Elementary, Milwaukie • Cascade Heights Public Charter School, Clackamas • Linwood Elementary, Milwaukie • Milwaukie High School, Milwaukie • Oregon Trail Elementary, Happy Valley • Scouters Mountain, Happy Valley • Sojourner School, Milwaukie • Spring Mountain Elementary, Happy Valley • Verne Duncan Elementary,
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	<p>Milwaukie</p> <ul style="list-style-type: none"> • Candy Lane Elementary, Oregon City • Jennings Lodge Elementary, Oregon City • John McLoughlin Elementary, Oregon City • Oregon City Service Learning Academy, Oregon City • Redland Elementary, Oregon City • Springwater Environmental Sciences School, Oregon City • Butte Creek School, Mt. Angel • Bolton Primary, West Linn • Cedaroak Park Primary, West Linn • Lowrie Primary, West Linn • Stafford Primary, West Linn • Trillium Creek Primary, Wilsonville • Willamette Primary, West Linn • Wilsonville High School, Wilsonville • Columbia Academy, Wilsonville • North Clackamas Christian School, Oregon City • Portland Waldorf School, Milwaukie • St. John the Apostle School, Oregon City • West Hills Montessori, Lake Oswego
<p>2) Schools Mini-Grants Provide waste reduction mini-grants to applying schools. The purpose of this is to support waste reduction in schools throughout Clackamas County</p> <ol style="list-style-type: none"> a. Review grant applications to make sure they support projects that are likely to reduce waste in schools. b. New: Create high quality/high impact mini grant templates to encourage schools to adopt certain projects (example: durable classroom party kits). c. New: Support up to 8 schools with milk dispenser(s) to promote packaging and milk waste reduction. 	<ul style="list-style-type: none"> • During the 2018-2019 SY, we disbursed just over \$40,250 in small grants to 19 schools. • We disbursed the grants in the following categories: <ul style="list-style-type: none"> ○ Milk dispensers (9) ○ School garden support (3) ○ Green team leader stipend (2) ○ Classroom party kits (2) ○ Compost support (2) ○ Durable silverware (2) ○ General certification grant (1) • Our new grant application template has helped to steer schools towards durables and compost support, which was a goal of ours. Our new grant application is easier to review and easier for schools to complete.
<p>3) School Presentations Deliver classroom waste reduction presentations as requested. Provide information about how to reduce amount of solid waste generated by schools and students, engage and educate students.</p> <ol style="list-style-type: none"> a. Present different actions for students 	<ul style="list-style-type: none"> • Delivered 137 classroom and assembly presentations to approximately 4,969 unduplicated youth. • 4,969 students pledged to begin practicing at least one waste reduction/prevention strategy.

<p>to take to practice waste reduction in their daily lives.</p> <p>b. New: Offer food waste prevention presentations to all 4th grade classes throughout the county. Prioritize areas outside Metro boundary (Canby, Estacada, Molalla River, Oregon Trail, Colton).</p>	<p>C</p>	<ul style="list-style-type: none"> • Included in the numbers above, we delivered 26 food waste prevention presentations to elementary classrooms. Of the 26, 6 were delivered outside of the Metro boundary.
<p>4) Food Waste Prevention Increase awareness of the problem of wasted food and provide information about practices that will decrease wasted food through classroom presentations, cafeteria waste audits, and the newly-created “An Apple Isn’t Just an Apple” workbook.</p> <p>a. Work with AmeriCorps member to develop plan for reaching kids and continue working with high school culinary programs on food waste prevention.</p> <p>b. Reach out to schools with culinary programs, with targeted outreach to schools with high free and reduced lunch populations.</p> <p>c. Schedule presentations in these classes to educate about ways food is wasted, and to provide food waste prevention strategies.</p> <p>d. New: Using the food waste reduction workbook, “An Apple Isn’t Just an Apple,” develop and deliver food waste prevention lessons to 3rd and 4th grade classrooms as requested.</p> <p>e. New: Translate “An Apple . . .” into Spanish to increase accessibility.</p> <p>f. New: Co-develop (with Clackamas County Environmental Health) a guidance document for school share tables to be distributed to districts.</p>	<p>O</p> <p>O</p> <p>O</p> <p>O</p> <p>C</p> <p>O</p>	<ul style="list-style-type: none"> • Working with our AmeriCorps member, we developed: <ul style="list-style-type: none"> ○ a classroom activity and presentation for elementary students to accompany our food waste reduction workbook, “An Apple isn’t Just an Apple.” ○ a general food waste prevention presentation for middle and high school students. ○ a food waste prevention presentation for culinary students • We presented the food waste prevention presentations to the following age groups: <ul style="list-style-type: none"> ○ Elementary: 26 presentations ○ Middle: 52 presentations ○ High: 6 presentations • Middle and high school subject areas and number of presentations delivered to each: <ul style="list-style-type: none"> ○ Culinary: 1 ○ Food systems: 1 ○ Science: 54 ○ Social studies: 2 • We translated our workbook “An Apple...” into Spanish and offer it to schools and the public at tabling events. • We are working with Clackamas County Environmental Health to complete share table guidelines. This is an ongoing project.
<p>5) School Recycling, Composting, and Waste Prevention Assistance Provide recycling, composting, and waste prevention/reuse technical assistance to schools throughout Clackamas County in order to increase recycling and/or composting awareness and capability among students, school staff and faculty.</p> <p>a. Prepare and distribute annual waste reduction packet to all schools in Clackamas County in order to provide information about how to</p>	<p>O</p>	<ul style="list-style-type: none"> • Each school in Clackamas County received a waste reduction packet, which included: <ul style="list-style-type: none"> ○ a “Yes/No” school recycling guide ○ Description of presentations and technical assistance offered by the county ○ Mini-grant application and information • Distributed: <ul style="list-style-type: none"> ○ 109 blue bins ○ 26 Brutes

<p>reduce solid waste generated by schools.</p> <p>b. Identify waste reduction opportunities for schools.</p> <p>c. Continue to refine list of best contact at each school to receive the annual packet.</p> <p>d. Reach out to schools to make them aware of the recycling assistance available. Methods for reaching schools include the “Clack Co Quarterly” publication, cold calls and e-newsletters.</p> <p>e. Provide recycling containers and signage on request.</p> <p>f. Provide annual yes/no recycling information to schools.</p> <p>g. Encourage reuse at schools. Examples include having a one-sided paper box in each classroom for students to use for note-taking or doodling, starting a Reuse Closet at the school for easy exchange of materials, hosting Halloween Costume Exchanges at schools to reduce the number of new costumes purchased, establishing a school supplies closet to organize and reuse supplies year to year.</p>	<p>○</p> <p>○</p> <p>○</p> <p>○</p> <p>○</p> <p>○</p> <p>○</p>	<ul style="list-style-type: none"> ○ 7 bus tubs ○ 36 ClearStream recyclers ○ 995 clear stream bags ○ 6 Slim Jim recycling containers ● We encouraged schools to adopt reuse practices within their schools. We do not have an accurate count of how many schools implemented practices.
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I. Required Elements		
Activity Description	Status	Implementation Notes
<p>1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives).</p>	<p>○</p>	<p>Note any changes in the attached RSS: Frequency of Service Table. In Clackamas County, Estacada implemented recycling roll carts, replacing bins for mixed recycling.</p>
<p>2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).</p>	<p>○</p>	<p>Programmatically, communities within Clackamas County maintained availability of collection service for commercial and residential recoverable materials. The City of Estacada provided roll carts for mixed recycling, which may allow increased collection of recoverables. Wilsonville added commercial food scraps collection as a recognized service provided by their franchised collector. No jurisdictions added residential food scraps collection in the</p>

		<p>prior year, though the service is available in Milwaukie and Lake Oswego. Clackamas County staff have been working with Gladstone and Oregon City staff to establish commercial food scraps collection (pursuant to the regional requirement).</p> <p>Recycling programs remain consistent in accepted materials, though external market forces have complicated recovery. Curbside recovery of deposit containers has decreased compared to prior years, offset by a significant increase in Bottle Bill recovery. (See ReTrak supplemental data for additional information.)</p>
<p>3. Participate in at least one regional waste reduction planning group.</p>	<p>O</p>	<p>Clackamas County participated in regional workgroups such as the Solid Waste Directors, Community & Residential Education Workgroup (CREW), Commercial Workgroup (CWG), commercial food policy development, and meetings for multifamily program development. We also participate in monthly DEQ recycling market updates and conversations.</p>

Recycle at Work**Administrative Information—Expenditures and Staffing**

Provide overall Recycle at Work expenditures to date and Metro Recycle at Work funds spent for the current program year (July 1 through June 30). List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).

Staffing for Recycle at Work activity was limited by a 0.5 FTE vacancy in 18-19 for about 10 months of the year, and by a vacancy on organics / food program development of about 0.75 FTE for about 6 months.

Recycle at Work Expenditures (Including Commercial Organics Funds and Expenses)

Labor: FY 18-19 Salaries & Benefits Costs Apportioned to RAW, Based on Actual Staffing	\$355,155
Overhead Costs Associated with RAW Labor	\$245,056
Mileage / Fleet (est.)	\$4,500
Program Expenses - Resources & Materials (resources, publications, marketing, decals, commercial food carts)	\$29,500
Total	\$634,211

Funding

Metro Regional Recycle at Work Funds	\$141,753
Metro Regional Organics Funds	\$90,772
County Funds	\$401,686

Labor Details

Program Staff	Title	RAW FTE	Months	Value (FTE x Fraction of Year x Annual Salary & Benefits)	Funding Source
Eben Polk	Supervisor	0.2	12	\$34,609	County
Kelly Stewart	Sr. Sustainability Analyst	1	12	\$138,492	County / RAW
Alex Mihm	Sustainability Analyst	1	12	\$95,514	Recycle At Work
Lisa Clifton	Sustainability Analyst	0.48	1	\$5,764	Recycle At Work
Nancy Nordman	Sustainability Analyst	0.48	1	\$5,764	Recycle At Work
Jaylen Schmitt	Sustainability Analyst	0.48	1	\$5,764	Recycle At Work
Emily Murkland	Sustainability Analyst	0.75	6	\$58,107	Recycle At Work
Stacy Ludington	Sustainability Analyst	0.1	12	\$11,141	County

Total Adjusted **\$355,155**
FTE: 2.8 (FTE x Fraction of Year, Summed)

Note: Our schools program provides a combination of technical assistance, waste reduction grants, support with Oregon Green Schools certification and Eco Schools Network groups, and education through presentations for students and teachers. Clackamas County does not manage it as part of Recycle at Work and this year did not include costs in the accounting above. In 17-18 schools program funding was shifted completely under County responsibility, with funding support from CCRRA at \$50,000 per year directed to Clackamas County to help underwrite costs. More schools in Oregon City, Canby, and North Clackamas districts adopted milk dispensers funded by the County.

Activity Measures

List all tasks from your jurisdiction's approved FY 2018-19 plan in the table below, the current status of each and notes regarding the implementation of the task including any changes from the original plan. Include quantitative data when possible.

Status Key: (O) Ongoing (N) New (R) Revised (C) Complete

Annual Outreach Plan Report		
Target audience, goals, and outreach strategy	Status	Implementation Notes
Government Facilities (required)		
Goal: Clackamas County and the cities within will be strong leaders in actively modeling sustainable business operations.		
1. Update new-hire orientation training materials and intranet content with guidance and best practice information. <ul style="list-style-type: none"> ○ Clackamas County Human Resources continues to distribute refreshed sustainability materials to all new hires. 	C/O	1. HR has relevant information that they include and distribute in new hire packets. The intranet has updated content as well.
2. Ensure internal BRR compliance, updating signage at waste stations and recycling centers, as needed. <ul style="list-style-type: none"> ○ Actively promote recycling refresher trainings at staff meetings. 	C/O	2. The buildings observed during this fiscal year were BRR compliant. We also provided updated signage in areas that were needed and presented on recycling and sustainability at these locations: <ul style="list-style-type: none"> ○ Transportation & Maintenance (20 people) ○ Water Environment Services (50 people) ○ Housing Authority (35 people)
3. Continue working with Facilities staff to maximize waste-reduction and recovery opportunities in county operations, including reviewing and discussing recycling access options for new construction and renovations.	O	3. In FY18-19 no new construction and renovation projects took place requiring a recycling infrastructure consultation. We continue to partner with Facilities on these issues where opportunities arise.

<p>4. Continue educating County employees about recycling, toxics reduction and waste prevention through the Wellness, Safety and Sustainability Fair and other all county communications.</p> <ul style="list-style-type: none"> ○ Reach 300 county employees at our Wellness Fair table. 	<p>C/O</p>	<p>4. Staff supported several internal practices to reduce waste within county operations and educate employees. Some of these actions included:</p> <ul style="list-style-type: none"> ○ A table focused on reducing toxins by cleaning with green cleaners, at the Wellness, Safety and Sustainability Fair, where 336 interactions occurred and batteries were collected. ○ We provided guidance and encouragement to the A-Team, a volunteer group that organizes the annual picnic and other employee activities and fundraisers, to minimize waste by using reusable dishes or encouraging attendees to bring their own. <ul style="list-style-type: none"> ○ Reusable dish carts were used for 32 events held at our Red Soils Campus. ○ The County's weekly all-staff email newsletter promoted topics such as surplus and reuse of office equipment, document shredding and proper disposal of prescriptions, collecting bottles and cans for charity, paperless pay statements, as well as promotion of the reusable dishware program for internal meetings.
<p>5. Continue developing stronger relationships with cities within the county and other government agencies.</p> <ul style="list-style-type: none"> ○ Work with cities to keep their education materials (on the web and print) and new hire onboarding materials current. ○ Strengthen relationship with the community college and support their sustainability efforts. ○ Encourage more government agencies/departments to participate in Leaders in Sustainability (LiS). <ul style="list-style-type: none"> ▪ One city or department or other government facility (such as DTD, H3S Clackamas Fire, or NCPRD) become LiS certified. 	<p>C/O</p>	<p>5. We convened the Recycling Partnership several times this fiscal year in preparation for the adoption of food scraps policies. These meetings helped us build stronger connections for collaborative work, reestablish contacts for new business license lists and remind city contacts of our support.</p> <ul style="list-style-type: none"> ○ The cities of Milwaukie recently updated their external websites with refreshed recycling, waste reduction, and food waste reduction information. We will continue working on updates with the cities in FY19-20. ○ After initial interest at the beginning of the FY, staff at CCC showed little interest in advancing efforts. ○ There has been expanded interest in cities and departments within the count to pursue certification. Clackamas County's Department of Transportation & Development, which include 11 subdivisions, is the furthest along in the process. DTD has completed the verification process, institute policies, and is pending announcement and final implementation.

New Businesses (required)		
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Goal: Establish and grow relationships with new and existing businesses.

<p>Strategies:</p> <p>6. Lead generation and partnership building – build a stronger network of leads that help us find out about new businesses.</p> <ul style="list-style-type: none"> ○ Continue working with our partners (Collectors, Cities, Health Department, Internal Permits Department, and Chambers) to identify new businesses. Provide direct outreach to these businesses identified. ○ Collaborate and develop information to include in our partners new business packets and ensure they remain stocked on informational flyers. <ul style="list-style-type: none"> ▪ Collaborate and create a new business packet with our Health Department and chambers. ○ Identify and strengthen partnerships with organizations (examples including Energy Trust of Oregon, water providers, CCC Small Business Program) to help identify new leads. 	C/O	<p>6. We received new business information from several of our collectors, multiple cities, the health department, Chamber e-newsletters, and developed a process with our internal Design Review team to receive notification of occupancy for the unincorporated area. Additionally, we updated BRR letters sent on behalf of several cities, and have a renewed internal process for notifying/verifying new businesses of BRR.</p> <ul style="list-style-type: none"> ○ We mailed over 200 letters to new businesses and verified 152. We are in the process of verifying compliance with letters mailed in May/June. ○ Two additional cities will be including BRR information in their new business packet and two Chambers have our informational brochures that they hand out to new members as well. However, our Health Department has yet to create a “New Business” Packet. ○ We met regularly with the ETO, Clackamas River Water Providers, PGE, OFB, Health Inspectors, and WES staff to maintain strong relationships and familiarity with each other’s programs to collaborate on outreach efforts. These partnerships help us strengthen our team’s knowledge, provide insight into a business from a different perspective, and meet contacts within an organization that may have been challenging to find the right contact without. We have shadowed during walk-throughs and gone on ride-a-long’s with some of our partners. We will continue to collaborate and find opportunities to partner.
<p>7. Existing business education efforts</p>	C/O	<p>7. We selected a few industry types to</p>

<ul style="list-style-type: none"> ○ Work with the cities to include information in the business license renewal processes or other avenue annually. <ul style="list-style-type: none"> ▪ Establish connections with two additional cities in the County to receive new business lists and integrate education into annual processes. ○ Re-establish relationships with large generators/PMs to educate staff and keep recycling streams clean. Provide them with free technical assistance and resources. <ul style="list-style-type: none"> ▪ Provide assistance to over 900 businesses and workplaces ▪ Connect annually with property management companies and request trainings for their staff. 	<p>focus on: churches, manufacturers, and property managers. In January we began connecting with churches and put together a list of good candidates, in tandem our partners at LOSN brought together an interfaith group of 15 churches and we participated and presented during their discussion. Several participants are working on LiS certification. In April, we hosted our first Green Manufacturers Meetup, convening 12 large companies (rep >4000 employees) to discuss waste reduction, hard to recycle, reuse, certification and ongoing business-to-business connections. Several of these businesses have connected with each other and us since. Most are working toward certification, and several have found outlets for materials they were previously throwing away. In June, we sent a promotional email to PMs reminding them of our free tools and support. It's too early to tell the impact of this campaign.</p> <ul style="list-style-type: none"> ○ The Cities of Canby, Lake Oswego, and Oregon City provide information on BRR in their business license application processes. <ul style="list-style-type: none"> ▪ We re-established contact with the cities of Gladstone, Oregon City, and Wilsonville to get business license information. We're still waiting for business license information from the cities of Happy Valley, Molalla, and West Linn. ○ We put together two separate e-newsletter list serves with property managers and manufacturing contacts and sent recycling information, contamination reduction, and a reminder of our support to them. ○ We provided assistance to over 650 unique businesses this year, with over 1,200 interactions. We delivered approximately 460 central collection containers, 1,320 deskside bins, 400 employee recycling guides, and 400 recycling posters, while providing 30
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<p>8. Marketing effort –</p> <ul style="list-style-type: none"> ○ Develop a communications plan to target our intended audience utilizing social media, paid and earned media advertising, mailings, partner’s events, cold calling and newsletter content to draw businesses into requesting our technical assistance and providing deeper support. <ul style="list-style-type: none"> ▪ Expand case studies, highlighting best practices in waste reduction and recycling to share with businesses. 	C/O	<p>recycling presentations that reached over 550 employees. We confirmed 250 businesses were BRR compliant. All jurisdictions receive a proportional level of assistance in their community from an advisor.</p> <p>8. We promoted our services in ads on FaceBook, paid ads in the Green Living Journal , (Fall, Spring), #ClackCo Quarterly (November 2018 and February 2019), 4 e-newsletters to ~300 recipients (25% open rate), social media posts on FB (6), and an ad in a weekly e-blast with the North Clackamas Chamber of Commerce, and general cold calling. Each of these outlets have helped more businesses become aware of our services and request assistance; however, it’s unclear which businesses called related to this promotion. We helped over 80 businesses adopt over 100 sustainable practices as a result of our assistance and in addition to our LiS certification, plan to feature more businesses and their successes/ testimonials on our website. We have begun collecting these stories.</p>
Target Businesses that are Underserved or Underrepresented (optional)		
Goal: Reach more underserved and underrepresented businesses and employees.		
<p>Strategies:</p> <p>9. Deepen relationships with organizations that work with Latino businesses and employees.</p> <p>10. Develop educational materials in collaboration with community partners. This could include leave behind flyers, how-to instructional posters, trainings and recycling refreshers and short instructional videos in Spanish.</p> <ul style="list-style-type: none"> ○ Develop outreach card highlighting interpretive services in multiple languages. ○ Add resources on the web in Spanish. <p>11. Increase bilingual (English/Spanish)</p>	<p>○</p> <p>○</p>	<p>9. We connected with several large janitorial companies to share recycling information in multiple languages with their staff.</p> <ul style="list-style-type: none"> • Unfortunately, early in the FY, the business team lost a Spanish speaking staff person that was helping advance this work. However, we were able to add to our stock of educational materials. We developed a food scraps enclosure sign featuring 5 language, a recycle right posters targeted to food generators, created a translation card for outreach efforts, and provided 3 trainings to staff in Spanish with the support of other staff in our department.

accessibility across program materials. <ul style="list-style-type: none"> ○ Provide 4 trainings in Spanish. ○ Respond to request for assistance in Spanish. 	C/O	
Target Business Sectors, Institutions or Materials (optional)		
Other commercial waste prevention, or waste reduction activities (optional)		
Goal: Continue to develop our green business recognition, Leaders in Sustainability.		
Strategies:		
12. Create and target a business audience to use a one page abridged version of the checklist to allow easier access to basic certification.	C/O	12. We piloted the one-pager at our food scrap workshop and as an introduction piece at Green Team meetings. So far it seems to be helpful in luring businesses in to the process. We will continue to explore how to use this tool, mostly as a marketing piece.
13. Continue to use various media outlets to promote certified businesses, share successes and promote the program. Currently we work with our Chambers, Green Living Journal, #ClackCo Quarterly newspaper, social media, video and Green Business Directory website for spotlights.	C/O	13. We continue to diversify LiS promotion, using FaceBook and Twitter, video spotlights (1), featured in our quarterly e-newsletter, and are building out testimonials and case studies for our website and leave-behinds. Similar to the last few years, a feature article on LiS businesses was earned in the Clackamas Review, we featured newly re/certified list in the November issue of #ClackCo Quarterly.
14. Business to business opportunities – <ul style="list-style-type: none"> ○ Enhance mentorship program amongst LiS peers by creating more opportunities for businesses to connect with each other – newsletter, organize business-to-business learning opportunities that could include tours, advisors making direct connections or organizing an event to strengthen connections between our business leaders. ○ Target a key business sector and helping create opportunities for that sector to work together on challenging materials or practices. <ul style="list-style-type: none"> ▪ The number of 	C/O	14. We hosted several workshops this year that provided an opportunity for businesses to gather and learn from each other including; a food waste reduction workshop in Jan, a Hotel Kitchen workshop in Feb, were co-hosts of the Regional Green Business gathering in March, and a Green Manufacturing Meet-up in April. Businesses from several of these workshops have convened since we initially brought them together, taken tours of each other's facilities or organized tours of recycling facilities, and stay in touch to continue to learn from each other. <ul style="list-style-type: none"> ▪ There are 45 certified businesses. 10

<p>businesses that are Leaders in Sustainability within the county continues to grow.</p> <ul style="list-style-type: none"> ▪ Create and distribute quarterly e-newsletters, aiming for 25% open rate. ▪ Create two promotional videos spotlighting a LiS business and the practices they adopted. 	<p>new businesses certified and there are ~50 businesses working on the certification.</p> <ul style="list-style-type: none"> ▪ We distributed quarterly newsletters that received an average of 25% open rate, and increased the distribution list by 100 people. ▪ We only produced one promotional video made this year.
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Recycle at Work Narrative

Successes and challenges in waste reduction and recycling

As is typical, this year staff sought out and encountered businesses that were not set up with recycling or meeting BRR requirements. For example, The Cheesecake Factory and Stanley Infrastructure were discovered to be recycling cardboard only, an issue discovered and addressed by staff through on-site technical assistance. Also, Fred Meyer had “streamlined” their recycling efforts to only baled cardboard and mixed paper only, along with plastic wrap, but were not recycling non-deposit containers from any departments. We believe some of these changes have emerged because of global recycling markets, nationally managed accounts, and specifically confusion around which plastics are allowed. Media coverage on global recycling markets has helped sparked deeper conversations with many business champions and allowed for us to discuss prevention and reuse benefits beyond just recycling right. Additionally, we have seen an increase in requests for information and staff trainings to clarify which materials are accepted in recycling.

Leaders in Sustainability Recognition

The Leaders in Sustainability program continues to provide us with an opportunity to work in depth with an organization, build relationships, and help advance adoption of sustainable practices. We continue to search for ways to attract more businesses into the program and enhance our mentorship program for businesses to learn from each other. The program focuses on topics such as policy and employee engagement, materials management, water and energy conservation, transportation and community engagement / DEI. Businesses have used the process to build a green team, provide a structure to embed sustainable practices into the way they do business and culture, expand the sustainability effort beyond Clackamas County to their other offices across the region, market their work in a competitive marketplace, and brought more collaboration to a large organization. There are current **45** certified businesses representing over 3,800 employees in the county. A similar number of businesses are working on the certification checklist. We continue to hear from businesses they appreciate the value of the certification, local recognition, opportunities to learn from other businesses, and support from advisors. The checklist helps them identify what they have already accomplished, identify low hanging opportunities and create a plan.

Technical Assistance Report

Attach an Excel spreadsheet that includes the following information related to businesses assisted during the current program year (July 1 through June 30):

- Name and address of business.
- Contact type – new or ongoing.
- Type of assistance (resources delivered, onsite assistance, or phone/email).
- Dates of assistance.
- Description of assistance using key words (e.g., paper recycling, durable dishware).

Compliance Actions Taken

Provide the number of businesses that received code enforcement actions for non-compliance with the Business Recycling Requirements during the current program year (July 1 through June 30).

In FY 18-19 no businesses were the subject of code enforcement actions for non-compliance with the Business Recycling Requirements.

**Regional Service Standard: Frequency of Service Table
2018-19**

Note and highlight all corrections/updates made to the table below.

_____ Check here if there have been **no changes**.

Jurisdiction	Recycling Collection Frequency		Recycling Container Size		Glass Collection Frequency		Yard Debris Collection Frequency		Yard Debris Container Size	
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural
Unin. Wash. Co.	EOW	EOW	96	96	EOW	EOW	EOW	N	60	N/A
Banks	EOW	N/A	90	N/A	EOW	N/A	EOW	N/A	60	N/A
Beaverton	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A
Cornelius	W	N/A	60	N/A	W	N/A	EOW	N/A	60	N/A
Durham	EOW	N/A	60/90	N/A	M	N/A	W	N/A	60	N/A
Forest Grove	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A
Gaston	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Hillsboro	EOW	N/A	90	N/A	EOW	N/A	EOW	N/A	60	N/A
King City	EOW	N/A	96	N/A	EOW	N/A	EOW	N/A	60	N/A
North Plains	EOW	N/A	96	N/A	EOW	N/A	EOW	N/A	60	N/A
Sherwood	EOW	N/A	90	N/A	M	N/A	W	N/A	60	N/A
Tigard	W	N/A	96	N/A	M	N/A	EOW	N/A	60	N/A
Tualatin	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A
Unin. Clack. Co.	W	W	60/90	14/60/90	W	W	W	N	60	N
Barlow	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A
Canby	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A
Damascus	W	W	60/90	60/90	W	W	W	N	60	N
Estacada	W	N/A	60	N/A	W	N/A	N	N/A	N	N/A
Gladstone	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A
Happy Valley	W	N/A	60/90	N/A	W	N/A	W	N/A	60	N/A
Johnson City	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A
Lake Oswego	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A
Milwaukie	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A
Molalla	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A
Oregon City	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A
Rivergrove	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A
Sandy	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A
West Linn	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A
Wilsonville	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A
Unin. Mult. Co. ¹	N/A	W/EOW	32/65/90	N/A	W/EOW		W	N/A	65	
Fairview	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A
Gresham	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A
Maywood Park	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A
Portland	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A
Troutdale	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A
Wood Village	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A

Attachment D

Local Government Annual Implementation Plan

Jurisdiction: Clackamas County

Contact: Eben Polk

I. Required Elements

Regional Service Standard: Single Family Residential

1. Demonstrate compliance with the regional service standard by completing/updating the table below. Highlighted jurisdictions indicate programs that are currently not in compliance with the Regional Service Standard.

Jurisdiction	Recycling Collection Frequency		Recycling Container Size		Glass Collection Frequency		Yard Debris Collection Frequency		Yard Debris Container Size		Alternative Program Approved	Resid FW
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Y/N	Y/N
Uninc. Clackamas	W	W	60/90	14/60/90	W	W	W	N	60	N	N/A	
Barlow	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Canby	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Estacada	W	N/A	60	N/A	W	N/A	N	N/A	N/A	N/A	N/A	
Gladstone	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Happy Valley	W	N/A	60/90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Johnson City	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Lake Oswego	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	Yes 2016
Milwaukie	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	Yes 2017
Molalla	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Oregon City	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Rivergrove	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	
Sandy	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
West Linn	W	N/A	90	N/A	W	N/A	W	N/A	60	N/A	N/A	
Wilsonville	W	N/A	60	N/A	W	N/A	W	N/A	60	N/A	N/A	

2. List materials collected in each jurisdiction.

In each jurisdiction, the single family recycling program accepts all the materials outlined in Reference Table 1: mixed recycling, glass bottles and jars, and motor oil. Yard debris is collected in all cities and unincorporated communities within the Metro urban growth boundary and the cities of Barlow, Canby, Molalla, and Sandy. City of Lake Oswego and City of Milwaukie both allow residential food scraps within yard debris containers.

3. Describe any variations from the regional service standard, exemptions and additional conditions in place.

None

4. Using the table below, demonstrate how you will meet the single family outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

Single Family Outreach and Education

Content	Audience	Distribution Method	Frequency
Provide information regarding waste prevention, reuse, recycling, and composting.	All waste generators		At least 4x/yr
ClackCo Quarterly (countywide newsletter reaching every mailing address and PO box quarterly) <ul style="list-style-type: none"> • 1 article about the recycling system and/or relevant recycling news • 1 ad/article addressing contamination priorities identified in the regional Contamination Reduction Education Plan (CREP) and <i>RecycleorNot</i> website • 1 article promoting reuse • 2 Recycle Guides • 1 Depot List • 1 ad for Bottle Drop • 1 ad on Paint Care • 1 ad on Oregon E-Cycles • 1 ad promoting Eat Smart Waste Less (ESWL) • 1 ad promoting the Master Recycler course • 1 ad educating about Household Hazardous Waste (HHW) disposal • 1 ad/article about multifamily recycling <ul style="list-style-type: none"> • 1 article with Business examples of waste prevention, reuse, recycling and toxics reduction • 1 ad/article with Business food waste reduction information 	All county addresses	Mail	3x/yr (our program will include content in at least three issues)
Offer ads, articles and recycling guide used within ClackCo Quarterly to member cities to include within their own publications, if desired.	Cooperative member cities	Mail, Online	3x/yr
Bill Insert or post card providing recycling information.	Garbage & recycling customers	Mail and/or electronic bill insert	1x/yr
Recycle Guide and Depot List available to all cooperative member cities and collectors for new customers as stated in our Code/Administrative	New and existing garbage	Mail, Online, In-person	Throughout the year

<p>Rules. Recycle Guide and Depot List also available online, and we encourage cities and collectors to link to our online resources on their own webpages. Available to both audiences in the following languages:</p> <ul style="list-style-type: none"> • English • Spanish • Russian* • Vietnamese* • Simplified Chinese* • Korean* • Thai* <p>(*Recycle Guide available but not Depot List in this language)</p>	customers; Cooperative member cities; Online users		
One community or media event to promote waste prevention, reuse, recycling, or composting.	All waste generators		Annually
<p>Clackamas County Fair - topics include</p> <ul style="list-style-type: none"> • Recycle right • Reuse/repair/textiles • Eat Smart, Waste Less • Green cleaners • Water conservation 	Fairgoers	In-person	1x/yr
Provide a packet of educational materials that contains information listing the materials collected for recycling, the schedule for collection, the proper method of preparing materials for collection, and an explanation of the reasons to recycle.	New customers		
<p>Recycle Guide and Depot List will continue to be provided to all cooperative city members and collectors for distribution to new customers per our Code/Administrative Rules. Recycle Guide and Depot List also available online, and we encourage cities and collectors to link to our online resources on their own webpages. Recycle Guide and Depot List are available in the following languages:</p> <ul style="list-style-type: none"> • English • Spanish • Russian* • Vietnamese* • Simplified Chinese* • Korean* • Thai* <p>(* Recycle Guide available but not Depot List)</p>	New and existing garbage customers; Cooperative city members; Online users	Mail, Online, In-person	Throughout the year
Recycle Guide, webpages, and/or Bill Insert provides information on the benefits of recycling.	New and existing garbage	Mail, Online, In-person	Throughout the year

	customers; Online users		
Outreach and Education that Exceeds the Minimum Service Standard			
Content	Audience	Distribution Method	Frequency
Recycling			
Recycle Guide and all relevant handouts/webpages will updated to reflect the regional CREP, including promotion of <i>Recycle or Not</i> message.	Staff	n/a	n/a
Review outreach materials provided by member cities and collectors for accuracy.	Staff	n/a	1x/yr
4 or more city/community newsletters provide recycling information to include in their own publications.	Community members	Mail and/or electronic	1x/yr per newsletter
4 or more Facebook, Twitter, or Nextdoor posts about recycling contamination and/or proper recycling.	Online users	Online	4x/yr
1,000 up-to-date Recycle Guides with Depot lists distributed.	Community members	Events, collection companies, online, etc.	Throughout year
<i><u>NOTE: Depot lists and related outreach and education at events currently encourages plastic film take-back opportunities. These may be shaped by the potential statewide plastic bag ban and retailer reactions to a ban.</u></i>			
Recycle Guide available in 7 languages online (English, Spanish, Russian, Vietnamese, Simplified Chinese, Korean, Thai)	Community members	Events, collection companies, online, etc.	Available year-round
1,000 or more households receive recycling cart tags (Oops or Nice Job).	Households in study area	Cart tag	1 study
Plan developed to implement residential cart tagging throughout the county on a schedule.	Staff	n/a	n/a
1 or more Facebook, Twitter, or Nextdoor posts about the redemption of deposit containers.	Online users	Online	1x/yr
1 or more Facebook, Twitter, or Nextdoor posts to promote each featured contaminant outlined by CREP during the targeted timeline (plastic bags/wrap July – Dec '19; frozen food boxes Jan – Jun '20)	Online users	Online	1x+/yr for each item
Backyard Composting			

1 or more links to composting resources on our website.	Online users	Online	Available year-round
Research possibility of selling discounted Metro compost bins at a more convenient location for Clackamas County residents.	Staff	n/a	n/a
Reuse and Waste Prevention			
10 community events will include the Reduce Wasted Food kit with ESWL materials.	Event goers	In-person	Throughout year
1 or more Facebook or Twitter posts about wasting less food.	Online users	Online	1x/yr
3 or more ESWL presentations.	Event goers	In-person	Throughout year
100 ESWL pledges to reduce wasted food at home.	Event goers	In-person	Throughout year
3 Farmers Markets offer information on wasting less food.	Event goers	In-person	Summer
2 links to food preservation and rescue resources will be provided on our website and/or provided in relevant flyers as part of the Reduce Wasted Food kit.	Online users, event goers	Online, in-person	Throughout year
1 or more Facebook, Twitter, or Nextdoor posts about opportunities and resources to reduce waste and encourage reuse.	Online users	Online	1x/yr
3 or more Repair Fairs.	Event goers	In-person	3x/yr
5 or more Library of Things open.	Library patrons	In-person	Throughout year
Develop materials based on DEQ's Make Every Thread Count program on the environmental impacts of textiles for use at tabling events	Staff	n/a	n/a
Master Recycler Support			
1 ad in ClackCo Quarterly, Facebook, Twitter, Nextdoor, e-newsletters, website, 4 city/community newsletters promoting the Master Recycler course.	All county addresses, online users	Mail, online	1x/yr per outlet
1 Master Recycler course hosted in the county each year.	Master Recyclers	In-person	1x/yr
4 staff presentations given during the Master Recycler course.	Staff	In-person	1x/yr
10 or more volunteer opportunities arranged/offered to Master Recyclers for fulfillment of their payback hours.	Master Recyclers	In-person	10x/yr
3 or more tabling topics available for Master Recyclers to check-out.	Master Recyclers	In-person	Throughout year

3 or more presentations topics available to Master Recyclers.	Master Recyclers	In-person	Throughout year
1 refresher event for Master Recyclers to ask questions and get up-to-date information in preparation for the summer event season.	Master Recyclers	In-person	1x/yr
1 volunteer appreciation event.	Master Recyclers	In-person	1x/yr
Explore other ways to show our appreciation to active Master Recyclers (rewards/recognition program, etc).	Staff	n/a	n/a
Toxicity Reduction			
4 or more tabling events promoting the use of green cleaners, HHW, sharps, and unwanted medication.	Event goers	In-person	4x/yr
Explore a partnership with Sheriff's Office, WES, and Public Health to develop a joint flyer and/or webpage for disposal of unwanted medication and sharps.	Staff	n/a	n/a
4 green cleaner presentations.	Event goers	In-person	4x/yr
300 Green cleaner booklets distributed.	Event goers	In-person	Throughout year
1 or more Facebook or Twitter posts promoting the use of green cleaners and/or the proper disposal of toxics.	Online users	Online	1x/yr
Information on Metro South's Hazardous Waste Facility included on our Recycle Depot list and website.	Staff	n/a	n/a
150 Healthy and Safe Metro coupon booklets distributed.	Event goers	In-person, mail	Throughout year
Information on Drug Take Back boxes included on our Recycle Depot list and website.	Staff	n/a	n/a
50 Clackamas River Water Providers "How to Properly Dispose of Unwanted Medication brochures distributed at community events.	Event goers	In-person	Throughout year
50 Metro "Safe Disposal of Medical Syringes" distributed at community events.	Event goers	In-person	Throughout year

Regional Service Standard: Multifamily Residential

1. Describe how you will meet or exceed the multifamily recycling minimum service standard.
 - Our multifamily recycling program accepts all of the materials outlined in Reference Table 3, including mixed recycling and glass bottles and jars. In addition,
 - Multifamily communities can add yard debris service for an additional fee.
 - We assist multifamily property managers in getting used motor oil picked up when found on-site.

We further meet or exceed the recycling minimum service standard as follows:

- Multifamily communities have no-less-than weekly collection (with the occasional exception for some compactors and glass carts).
 - We conduct site evaluations of multifamily communities on a drop-in and pre-scheduled basis to confirm the presence of bins for all streams, as well as to provide technical assistance (annual goal: **100+** communities).
 - We provide signage and decals for our staff and collection companies to use to clearly mark collection bins and enclosure areas, as needed.
 - We will continue to use our data on the available collection streams at multifamily properties (a ground-truthed version of the 2017 Multifamily Report’s list of “missing streams”) to ensure service is provided and outreach is conducted at those properties that had confirmed missing streams (often glass).
 - We work with the collector and property manager to start mixed recycling and/or glass service at communities we find are missing service (beyond those noted above – not all collectors participated in data sharing for the multifamily report).
2. Using the table below, demonstrate how you will meet the multifamily outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

Multifamily Outreach and Education

Content	Audience	Distribution Method	Frequency
Provide information regarding waste prevention, reuse, recycling, and composting*.	All waste generators		At least 4x/yr
ClackCo Quarterly <ul style="list-style-type: none"> • 1 article about the recycling system and/or relevant recycling news • 1 ad/article addressing CREP identified focus items and <i>RecycleorNot</i> • 1 article promoting reuse • 2 Recycle Guides • 1 Depot List • 1 ad for Bottle Drop • 1 ad on Paint Care • 1 ad on Oregon E-Cycles • 1 ad promoting ESWL • 1 ad promoting the Master Recycler course • 1 ad educating about HHW disposal 	All county addresses	Mail	3x/yr

<ul style="list-style-type: none"> • 1 ad/article about multifamily recycling <ul style="list-style-type: none"> • 1 article with Business examples of waste prevention, reuse, recycling and toxics reduction • 1 ad/article with Business food waste reduction information 			
<p>Clackamas County Fair - topics include</p> <ul style="list-style-type: none"> • Recycle right • Reuse/repair • Eat Smart, Waste Less • Green cleaners • Water conservation 	Fairgoers	In-person	1x/yr
<p>Recycle Guide and Depot List available online in the following languages:</p> <ul style="list-style-type: none"> • English • Spanish • Russian* • Vietnamese* • Simplified Chinese* • Korean* • Thai* <p>(* Recycle Guide available but not Depot List)</p>	Online users	Online	Throughout the year
<p>Multifamily-targeted Recycle Guide</p> <p><i>NOTE: When recycle guides are provided specifically for multifamily audiences we use a version that promotes reuse in the space allotted to yard debris guidance in the guide for single-family residents. Yard debris / composting service is extremely uncommon in multifamily communities in Clackamas County and not a part of the minimum service standard. Multifamily communities with on-site yard debris bins for residents' use receive a Recycle Guide with yard debris instructions.</i></p>	Residents at multifamily communities	In-person	As needed
One community or media event to promote waste prevention, reuse, recycling, or composting.	All waste generators		Annually
<p>ClackCo Quarterly</p> <ul style="list-style-type: none"> • 1 article about the recycling system and/or relevant recycling news • 1 ad/article addressing CREP identified focus items and <i>Recycle or Not</i> • 1 article promoting reuse • 2 Recycle Guides • 1 Depot List • 1 ad for Bottle Drop • 1 ad on Paint Care • 1 ad on Oregon E-Cycles • 1 ad promoting ESWL 	All county addresses	Mail	3x/yr

<ul style="list-style-type: none"> • 1 ad promoting the Master Recycler course • 1 ad educating about HHW disposal • 1 ad/article about multifamily recycling • 1 article with Business examples of waste prevention, reuse, recycling and toxics reduction • 1 ad/article with Business food waste reduction information 			
<p>Clackamas County Fair - topics include</p> <ul style="list-style-type: none"> • Recycle right • Reuse/repair/textiles • Eat Smart, Waste Less • Green cleaners • Water conservation 	Fairgoers	In-person	1x/yr
<p>Provide waste reduction and recycling educational and promotional information designed for and directed toward the residents of multifamily dwellings. Reminding residents of the opportunity to recycle, including the types of materials accepted and the proper preparation of the items.</p>	Multifamily residents		As frequently as necessary to be effective in reaching new residents and reminding existing residents.
<p>Give waste reduction and recycling resources:</p> <ul style="list-style-type: none"> • Recycle guides/depot list • Recycle magnet • Reusable recycling bags (750 bags) • Brochures (HHW, sharps, film, paint, etc.) <p>...directly to residents during community events or via property managers at move-in and at lease renewals at 150+ multifamily communities.</p>	Multifamily residents	In-person	As requested, as needed
<p>Attend at least 30 Multifamily Community Events</p> <ul style="list-style-type: none"> • Door-to-door outreach • Presentations (Reduce-Reuse-Recycle, ESWL, Green Cleaners, etc.) • Tabling at pool parties • Other community events 	Multifamily residents	In-person	Throughout the year
<p>Update signage and stickers in recycling areas to indicate accepted items and proper bins at 50+ multifamily communities.</p>	Multifamily residents and staff	In-person	Throughout the year

Provide waste reduction and recycling educational and promotional information designed for and directed toward multifamily property owners and managers.	Multifamily owners and managers		At least annually
Multifamily Property Manager Mailer – reminder about Opportunity to Recycle requirements and service standard, resources/services offered, etc. sent to 500+ multifamily communities’ billing addresses and site address (if on-site office).	All multifamily property managers and owners on file	Mail	Annually
Quarterly multifamily property manager e-newsletter - deliver to 250+ email addresses – includes waste reduction and recycling reminders, hints, and tips (content can be copied and used in community newsletters to residents).	Multifamily property managers and owners	Electronic (MyEmma)	Quarterly
Provide technical assistance and/or resources to 50+ multifamily communities that have not received assistance in the past two years.	Multifamily property managers and owners	In-person	Throughout the year
Outreach and Education that Exceeds the Minimum Service Standard			
Content	Audience	Distribution Method	Frequency
Pilot MF grading system – provide feedback in letter grade form to property managers/owners of 20+ multifamily communities about the effectiveness of their recycling system based on a number of factors from enclosure location, cleanliness, signage, education, etc.	Multifamily property managers or owners	Mail / In-Person	Pilot (1x/yr)
Plastic Film Collection – when a property manager is interested, set up a collection bin for plastic film that staff/residents/Green Team can then take back to a store for recycling. <i>NOTE: outreach and education around plastic film take-back opportunities may be shaped by the potential statewide plastic bag ban and retailer reactions to a ban</i>	Multifamily property managers, owners, residents	In-Person	Throughout the year
Track and ensure equitable assistance to low-income communities as identified by the state “Affordable Housing Inventory in Oregon” database.	Multifamily property managers, residents	In-person	Throughout the year
Multifamily workshop/forum - promote technical assistance, services, and resources for staff and residents at 1+ local or multi-jurisdictional gathering, like green business gatherings; brainstorm MF solutions (bulky waste, waste reduction, education, etc.).	Multifamily property management companies, portfolio managers,	In-person	1x

	and property managers		
Promote reuse (book exchange, swap event [one-time or ongoing], garage sale, off-site donation vs disposal, etc.) at 50+ multifamily communities.	Multifamily property managers	E-newsletter; In-person	Throughout the year
Promote Repair Fairs – send emails to local multifamily communities about 3+ upcoming repair fairs in their neighborhood (info/flyers provided to share with residents).	Multifamily property managers	Email	Throughout the year
Share regional multifamily contacts flyer in 1+ quarterly multifamily property manager e-newsletter.	Multifamily property managers	E-newsletter	At least 1x/yr
Recruit and train an AmeriCorps member to collaborate with, and deliver resources/services (including 10+ presentations or interactive events about Reduce-Reuse-Recycle, ESWL, Green Cleaners) to 25+ multifamily communities located in target census tracts (high-density low-income or non-English speaking).	Multifamily property managers, owners, residents	In-person	Throughout the year

Regional Service Standard: Businesses

1. Describe how you will meet or exceed the business recycling minimum service standard.

In each jurisdiction in Clackamas County, the commercial recycling program accepts all the materials outlined in Reference Table 5: mixed recycling and glass bottles and jars. These materials are clearly indicated in recycling guidance distributed to commercial customers through a variety of means. In some limited cases our team has promoted the recovery of additional materials through custom arrangements with a franchised collector or another business, such as plastic film or styrene. Some of these arrangements do not rely on franchised collection.

2. Using the table below, demonstrate how you will meet the business outreach and education minimum service standard. Include any outreach that exceeds the minimum standard.

Business Outreach and Education

Content	Audience	Distribution Method	Frequency
Provide information regarding waste prevention, reuse, recycling, composting	All existing waste generators		At least 4x/yr
ClackCo Quarterly <ul style="list-style-type: none"> • 1 article about the recycling system and/or relevant recycling news • 1 ad/article addressing CREP identified focus items and <i>Recycle or Not</i> • 1 article promoting reuse • 2 Recycle Guides 	All county addresses	Mail	3x/year

<ul style="list-style-type: none"> • 1 Depot List • 1 ad for Bottle Drop • 1 ad on Paint Care • 1 ad on Oregon E-Cycles • 1 ad promoting ESWL • 1 ad promoting the Master Recycler course • 1 ad educating about HHW disposal • 1 ad/article about multifamily recycling <ul style="list-style-type: none"> • 1 article with Business examples of waste prevention, reuse, recycling and toxics reduction • 1 ad/article with Business food waste reduction information 			
Bill Insert or post card providing recycling information.	Garbage customers	Mail and/or electronic bill insert	1x/yr
Recycle Guide and Depot List provided to all collectors for distribution to new customers as stated in our Code/Administrative Rules. Recycle Guide and Depot List also available online . Recycle Guide and Depot List available in the following languages: <ul style="list-style-type: none"> • English • Spanish • Russian* • Vietnamese* • Simplified Chinese* • Korean* • Thai* (* Recycle Guide available, but not Depot List)	New and existing garbage customers	Mail and/or electronic bill insert	1x/yr
10+ Social media posts (Facebook, Instagram, Twitter, Nextdoor) about recycling, waste reduction, deposit containers, green cleaners, ESWL, FWSWM, etc.	Online users	Online	Throughout the year
5+ Print media ads (chamber ads, local newspaper ads, community newsletters, etc.) about waste prevention, recycling, and program resources/services.	Community members	Print	Throughout the year
Quarterly e-newsletters featuring topics such as recycling right, learning from peers, news articles, and employee engagement - deliver to 300+ email addresses	Workplaces	Email	Quarterly
Workplace trainings and presentations on waste reduction, recycling right, sustainable practice adoption	Workplaces	In-person	By request

Mailer to existing businesses, and in-person follow-up reminding businesses about BRR, resources/services offered, and benefits of waste reduction. Reach 200+ businesses that have not received assistance in past two years.	Workplace owners/managers	In-person	Throughout the year
One community or media event to promote waste prevention, reuse, recycling, or composting.	All waste generators		Annually
Clackamas County Fair, topics include: <ul style="list-style-type: none"> • Recycle right • Reuse/repair • Eat Smart, Waste Less • Green cleaners • Waste prevention 	Fairgoers	In-person	1x/yr
Business to business events, topics to include: <ul style="list-style-type: none"> • Waste reduction/prevention, recycling, certification, mentorship (Examples include Regional Green Business Gathering, Coffee talk style) 	Event goers	Event	2x/yr
Provide a packet of educational materials that contains information listing the materials collected for recycling, the schedule for collection, the proper method of preparing materials for collection, and an explanation of the reasons to recycle.	New customers		
Recycle Guide and Depot List provided to all collectors for distribution to new customers as stated in our Code/Administrative Rules. Recycle Guide and Depot List also available online . Recycle Guide and Depot List available in the following languages: <ul style="list-style-type: none"> • English • Spanish • Russian* • Vietnamese* • Simplified Chinese* • Korean* • Thai* (* Recycle Guide available, but not Depot List)	New and existing garbage customers	Mail and/or electronic bill insert	1x/yr
Recycle Guide, webpages, and/or Bill Insert provides information on the benefits of recycling.	New and existing garbage customers; Online users	Mail, online, in-person	Throughout the year
Notification Letter to New Businesses containing information related to BRR (materials collected for recycling, free support	New Businesses	Mail, in-person, and	Quarterly

and supplies and online form to request services/materials, and an explanation of the reasons to recycle).		email follow-up	
Update signage and stickers in recycling areas to indicate accepted items and proper bins at 50+ business properties.	Users of enclosure	In-person	Throughout the year
New Recycle Guide – examples here	Workplaces	In person, online download or email	Ongoing throughout the year

Business Recycling Requirement

1. Demonstrate compliance with the business recycling requirement by completing the table below.

Required Action	Local Government Program
Establish a method for ensuring business compliance with the requirement.	New businesses are identified through a combination of: city business license data, new account information from franchised collectors, and observations in the field by technical assistance staff. Our New Business Protocol includes mailing a notification letter requesting verification of compliance in online survey, reviewing survey results, and following up with in-person verification.
Exempt businesses from compliance.	The County or a city may exempt a business that provides access to county technical assistance staff and demonstrates, in the determination of the County or a city that they cannot comply. At present there are no such formal exemptions in place.
Send notice to businesses outlining the requirements and how to receive assistance.	Clackamas County sends a New Business Letter to any identified new business throughout the county with the exception of the City of Estacada. The letter describes the business recycling requirements, directs businesses to complete an online survey to identify their compliance, and offers resources and assistance for compliance.
Enforcement method.	With the exception of Estacada, which has not adopted a Business Recycling Requirement, each jurisdiction in Clackamas County is responsible for enforcement. If multiple technical assistance attempts fail after a business is notified, then Clackamas County technical assistance staff would prepare and submit information about the compliance situation with the county or city code enforcement staff, and city staff representing solid waste and recycling issues. For unincorporated Clackamas County, the county code Title 10,

	10.03.145 Business Recycling Requirement allows for enforcement actions as a Priority 1 Violation. At present there are no enforcement cases.
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Business Food Waste Requirement

Due February 2020.

II. Business Technical Assistance and Outreach

Business Recycling Requirement

Provide a narrative that demonstrates the following:

1. Local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide technical assistance and Business Recycling Requirement compliance services to businesses.
2. A strategy for targeting and recruiting businesses for Recycle at Work assistance.
3. A description of the compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10.

Business technical assistance and Business Recycling Requirement compliance, referred to here as the Recycle at Work program, is implemented through Clackamas County's Sustainability & Solid Waste Program, housed in the Department of Transportation & Development. The program, supported in part through regional RAW funding, provides technical assistance to businesses on waste prevention, recycling, toxics reduction and resource conservation. We have integrated commercial food waste technical assistance over the last several years as most cities and the urban unincorporated areas were offered commercial food scraps collection. In identifying businesses to assist we emphasize food waste opportunities. We continue to integrate food waste assistance and skills within the team assigned to the commercial sector, observing that for many businesses, food waste is not a separate issue, it is part of their holistic efforts to reduce waste and adopt more sustainable practices.

In FY 19-20 the program is budgeted to be staffed by three staff, at 2.4 FTE, all of whose primary duties and responsibility is commercial technical assistance and BRR compliance. These staff will continue providing onsite technical assistance in the adoption of waste reduction and sustainability practices and Business Recycling Requirement compliance services to businesses. In addition, Metro resources help fund an additional staff person who is focused on food program development in the commercial sector, including food donation development, compost enrollment and food waste reduction and whose work, when assisting businesses, also qualifies within this area. This staff person also coordinates commercial enclosure design review. Finally, as the regional food scraps collection requirement unfolds, the County's budget includes funding for another new staff person dedicated to food program development, focused on implementing the requirement. As local ordinances go into effect the entire commercial technical assistance team will participate in notifying and enrolling businesses subject to a requirement.

Our strategy to target and recruit businesses for technical assistance is multi-faceted: We track assistance by city to ensure a fair share of our effort is directed to each community.

We generate leads through new businesses licenses reported by cities, new customer lists from franchised collectors, building permit applications in unincorporated areas, cold calls, visits to local chamber meetings, outreach to community partners, and advertisements in print publications such as the county’s newsletter, Green Living Journal, and city newsletters, when available. We also advertise and recruit for participation in our green business certification program, Leaders in Sustainability (LiS). We feature certain businesses that are models for others in written publications and occasionally in a video.

Clackamas County’s Sustainability Analysts will continue to support regional outreach campaigns that entail the commercial sector and utilize the tools and resources developed by the regional Commercial Work Group (CWG). Staff will attend specialist roundtables and participate in any training activities developed.

We use our database and the County’s performance measurement program called Performance Clackamas to track consultations, BRR compliance, and the adoption of new practices in several areas (waste reduction, energy or water conservation, or food waste).

Compliance with Business Recycling Requirements (BRR) ultimately rests with the local jurisdiction in which a business’s address falls. Clackamas County Sustainability & Solid Waste supports business compliance in unincorporated Clackamas and participating incorporated cities by providing technical assistance and notification to businesses we encounter that do not meet the requirement. Such businesses, and new businesses in the community, receive a letter outlining their requirements under BRR. Businesses that are not recycling according to a local government’s requirement and do not accept assistance may be referred to the city or county’s code compliance program. For unincorporated Clackamas County, the county code Title 10, 10.03.145 Business Recycling Requirement allows for enforcement actions as a Priority 1 Violation.

Complete the following table listing specific efforts planned for completion during this fiscal year.

Recycle at Work Annual Outreach Plan	
Target audience, goals, and outreach strategy	Planned Efforts
Government Facilities (required)	Continue advocating for additional waste prevention activities in internal operations.
	<ol style="list-style-type: none"> 1. Update new-hire orientation training materials, including to develop and deliver a 10-minute presentation that includes guidance and best practice information. 2. Ensure internal Business Recycling Requirement compliance, updating signage at waste stations and recycling centers, as needed. <ul style="list-style-type: none"> o Actively promote recycling refresher trainings at staff meetings. 3. Continue working with Facilities staff to maximize waste-reduction and recovery opportunities in county operations, including reviewing and discussing recycling access options for new construction and renovations.

	<ol style="list-style-type: none"> 4. Continue educating County employees about recycling, toxics reduction and waste prevention through the Wellness, Safety and Sustainability Fair and other all county communications. <ul style="list-style-type: none"> ○ Reach 300 county employees at our Wellness Fair table 5. Continue developing stronger relationships with cities within the county and other government agencies. <ul style="list-style-type: none"> ○ Work with cities to keep their education materials (on the web and print) and new hire onboarding materials current. ○ Encourage more government agencies and departments to participate in Leaders in Sustainability (LiS) with a goal to get one city, department or other government facility (such as H3S Clackamas Fire, or NCPRD) to become LiS certified.
New Businesses (required)	Provide assistance to over 700 new and existing businesses and workplaces.
	<ol style="list-style-type: none"> 6. Lead generation and partnership building – maintain a stronger network of leads that help us find out about new businesses. <ul style="list-style-type: none"> • Continue working with our partners (Collectors, Cities, Health Department, Internal Permits Department, and Chambers of Commerce) to identify new businesses. Mail letters and provide direct outreach to these businesses identified. • Collaborate and develop information to include in our partner’s new business packets and ensure they remain stocked on informational flyers. • Identify and strengthen partnerships with organizations (examples including Energy Trust of Oregon, water providers, CCC Small Business Program) to help identify new leads. 7. Existing business education efforts – <ul style="list-style-type: none"> ○ Work with the cities to include information in the business license renewal processes or other avenue annually. ○ Maintain or reestablish relationships with large generators/ PMs to educate staff and keep recycling streams clean. Provide them with free technical assistance and resources. ○ Target a percentage of businesses we haven’t connected with in a long time about BRR and our free assistance.

	<ul style="list-style-type: none"> ○ Include recycling information and our assistance in a bill insert to all commercial garbage customers. <p>8. Marketing efforts – target our intended audiences utilizing social media, paid and earned media advertising, mailings, partner’s events, cold calling and newsletter content to draw businesses into requesting our technical assistance and providing deeper support.</p> <p>9. Expand case statements and testimonials, highlighting best practices in waste reduction and recycling to share with businesses.</p>
<p>Target Businesses that are Underserved or Underrepresented (optional)</p>	
	<p>10. Deepen relationships with organizations that work with Latino businesses and employees.</p> <p>11. Make educational materials in other languages more accessible. This could include creating additional leave behind flyers, how-to instructional posters, trainings and recycling refreshers and short instructional videos in Spanish or other identified languages.</p> <ul style="list-style-type: none"> ○ Develop a protocol for the interpreter cards and pilot their use. ○ Add resources on the web in Spanish. ○ Respond to requests for assistance in Spanish.
<p>Target Business Sectors, Institutions or Materials (optional)</p>	
	<ul style="list-style-type: none"> ● Conduct 2 targeted campaigns among retirement communities, churches, or manufacturers, aiming for approximately 50 businesses each, based on specific industry types or size of organization reminding them of BRR, our services, and promote participation in LiS.
<p>Other commercial waste prevention, or waste reduction activities (optional)</p>	<p>Continue to develop and grow our green business recognition program, Leaders in Sustainability</p>
	<ul style="list-style-type: none"> ● Use various media outlets to promote certified businesses, share successes and promote the program. Currently we work with our Chambers, Green Living Journal, ClackCo Quarterly newspaper, social media, video and Green Business Directory website for spotlights. <ul style="list-style-type: none"> ○ Create and distribute quarterly e-newsletters, aiming for 25% open rate ○ Create two promotional videos spotlighting a LiS business and the practices they adopted. ○ Post success stories on social media channels <p>12. Business to business opportunities –</p> <ul style="list-style-type: none"> ○ Enhance mentorship program amongst LiS peers by creating more opportunities for businesses to

	<p>connect/learn from each other – e-newsletter, organize business-to-business learning opportunities that could include tours or organizing events that would strengthen connections between our business leaders.</p> <ul style="list-style-type: none">○ Target a key business sector and help create opportunities for that sector to work together on challenging materials or practices.
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Business Food Waste Requirement

1. Local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide technical assistance and Business Recycling Requirement compliance services to businesses.
2. Complete Attachment B by February 2020.

III. Cooperative Regional Priority Initiatives and Programs

Contamination Reduction Education Plan

Describe how your jurisdiction will implement the following outreach and education initiatives:

- Incorporate Recycle or Not messages and content into existing English and Spanish language recycling education programs and activities, including online resources and customer feedback communication conducted by local haulers ('oops' cart tags), to ensure consistency with regional contamination reduction messages.
- Promote the featured contaminants: plastic bags and plastic wrap from July to December 2019 and frozen food boxes from January to June 2020.
- Link to and promote the Recycle or Not English and Spanish language websites.

The Recycle or Not messages will be incorporated into our English and Spanish Recycle Guides, which are available at events throughout the year, online, and provided to local haulers for distribution to new and existing customers. The Recycle or Not messages will also be promoted on our webpages, through social media, and the printed county-wide newsletter, ClackCo Quarterly. Cart tagging projects will also include Recycle or Not messaging while continuing to use up our current stock of cart tags, possibly by adding an additional information sticker encouraging people to check out RecycleorNot.org.

ClackCo Quarterly, social media, and our webpages will promote the featured contaminants on the schedule outlined in CREP, and the RecycleorNot.org webpages will be promoted on our webpage.

Multifamily Program Improvements

Describe how your jurisdiction will actively participate in and commit to the following:

- *Design and testing of regional signage (posters, stickers, decals) for multifamily bins.*

We support and plan to participate in a collaborative, regional effort to design and test regional signage for multifamily bins and recycling areas/rooms/enclosures. Our multifamily representative will meet with other local jurisdictions multifamily representatives to cooperatively advance regional signage.

We believe that decal design should follow evidence-based approach on best practices for design (including a mix of pictures and words), meet accessibility needs for each community, provide opportunities for customers and community members to learn relevant terminology, and provide a consistent look across jurisdictions, while allowing for minor customizations.

- *Design and pilot test approaches for multifamily bulky waste collection.*

We are in support of a collaborative approach and are interested and excited in piloting new approaches to improve bulky waste collection at multifamily communities. We are researching the potential for a workshop in Clackamas County pulling together property managers for a focus group assessing bulky waste, recycling services, potentially offering a one-time discount on a garbage bill for participation.

- *Creation of a regional approach to enclosure design requirement or a new model ordinance to support effective multifamily enclosure design.*

Clackamas County has a robust enclosure ordinance and is committed to participating in regional conversations about the creation of a revised model ordinance that could support effective multifamily enclosure design, and to supporting our cities and their staff in participating. We believe that because enclosures and the collection they serve are the province of local governments, that the process to identify and vet enclosure design elements should be substantially led at the local level to encourage stronger local capacities, and that such an approach can yield consistency through Metro’s participation and support.

IV. Additional Programs

School Outreach and Assistance

Clackamas County devotes 0.65 FTE to school outreach, education, and assistance. Funding for schools outreach comes primarily from franchise fees and the Clackamas County Refuse and Recycling Association (CCRRA).

School Outreach Plan	
Target audience, goals, and outreach strategy	Planned Efforts
School recycling, composting, and waste prevention assistance	<p>Provide recycling, composting, and waste prevention/reuse technical assistance to schools throughout Clackamas County in order to increase recycling and /or composting awareness and capability among students, school staff and faculty.</p> <ul style="list-style-type: none"> a) Prepare and distribute annual waste reduction packet to all schools in Clackamas County in order to provide information about how to reduce solid waste generated by schools. b) Identify waste reduction opportunities for schools. c) Continue to refine list of best contact at each school to receive the annual packet. d) Reach out to schools to make them aware of the recycling assistance available. Methods for reaching schools include the “Clack Co Quarterly” publication, cold calls and e-newsletters. e) Provide recycling containers and signage on request. f) Provide annual yes/no recycling information to schools. g) Encourage reuse at schools. Examples include having a one-sided-paper box in each classroom for students to use for note-taking or doodling, starting a Reuse Closet at the school for easy exchange of materials, hosting Halloween Costume Exchanges at schools to reduce the number of new costumes purchased, establishing a school supplies closet to organize and reuse supplies year to year. h) Goal: Provide technical assistance to a minimum of 75 schools.

Identify new schools	Refine list of schools in Clackamas County by checking state directory and district websites.
Low income schools (Title 1)	<p>Track assistance to low income schools as defined by Title 1 status to ensure equitable service is provided throughout the county.</p> <ul style="list-style-type: none"> a) Target outreach to Title 1 schools through cold calls and mailings. b) Refine Title 1 list annually. c) Goal: Provide an equitable amount of service to Title 1 schools.
High school engagement	<p>The Oregon Green Schools program recognizes an opportunity to deepen its engagement with high school students. Building off our success with a small high school summit in the spring of 2019, we plan to focus efforts on high school student engagement by hosting additional high school summits and exploring other high school leadership opportunities.</p> <p>Goal: Host a high school summit in the Metro area and facilitate similar summits in the Eugene and Bend areas.</p>
Food waste prevention	<p>School food share: Schools may collect and share wrapped, uneaten food that has been served to students as long as they follow specific guidelines. We will work with schools to identify shareable foods and outlets for that food. Some schools share food in a variety of ways, which include:</p> <ul style="list-style-type: none"> • Redistributing food within the lunch period. • Collecting shareable food, returning it to the kitchen, and reserving (reselling) the food. • Donating shareable food to food pantries (some of those food pantries are located within the schools). <p>School food donation: Schools may donate unserved food to pantries. We will work with school districts to identify foods for donation and pantries that will accept the food. We will also advise on transportation options to deliver that food from the schools to the pantries.</p> <p>Education for waste prevention: In schools where milk is served in a carton, students do not need to take a milk if their meal requirements are met. We plan to work with nutrition services to educate kitchen staff and students to encourage students to only take a milk if they intend to drink it.</p> <p>School food waste prevention audits and presentations: Work with AmeriCorps member to conduct school food waste audits and classroom presentations to educate about food waste reduction strategies for home and school.</p>

	<p>Milk dispensers: We support interested schools in their purchase of milk dispensers and accompanying equipment. In addition to reducing milk carton waste, schools see a significant reduction in milk waste and milk purchasing when they transition from cartons to dispensers.</p>
Plastic film	<p>Promote the Trex School Challenge: Within the challenge, students collect plastic film for recycling, weigh the film monthly, and compete against other schools to collect the most film. The challenge serves two purposes:</p> <ul style="list-style-type: none"> • To keep plastic film out of curbside recycling. • To educate the school community about plastic film recycling in grocery stores. • Goal: Work with schools throughout the County to collect and recycle a minimum of 5,000 pounds of film plastics.
Oregon Green School certification	<p>Support the OGS program within schools. Provide information about how to reduce solid waste generated by schools and build momentum and excitement around issues of sustainability in schools.</p> <ol style="list-style-type: none"> a) Reach out to known contacts within schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program. b) Support schools through the process of becoming OGS certified. c) Support established green teams/encourage and support schools as they establish green teams. We will do this by providing “grab and go” activities for green team leaders. In addition, our \$500 grants can be used to pay staff to lead green teams after school hours. d) Conduct recycling and waste audits in schools and assist with waste reduction goals within schools. e) Celebrate green school certification within schools at assemblies. f) Recognize certified schools in one issue of Clack Co. Quarterly per year. g) Coordinate efforts with established Eco School Networks in West Linn and North Clackamas. h) Offer flexible certification mini grants of \$500 to help schools achieve the goals set as part of certification process. i) Goal: A minimum of 25% of schools in Clackamas County will be OGS certified.
Classroom presentations	<p>Deliver classroom waste reduction presentations as requested.</p> <ul style="list-style-type: none"> • Provide information about how to reduce amount of solid waste generated by schools and students, engage and educate students. Present different actions for students to take to practice waste reduction in their daily lives.

	<ul style="list-style-type: none"> • Students will commit to a minimum of one waste reduction activity by the end of the presentation. • Share Metro’s presentation offerings with schools within the Metro boundary. • Goal: We will deliver presentations to a minimum of 40 schools.
<p>School Mini-Grants</p>	<p>Provide waste reduction mini-grants to applying schools. The purpose of this is to support waste reduction in schools throughout Clackamas County.</p> <ul style="list-style-type: none"> a) Award grants that support projects that are likely to reduce waste in schools. b) Goal: Support up to 4 schools with milk dispenser(s) to promote packaging and milk waste reduction.

Attachment E

Business Food Waste Requirement Local Government Implementation Plan Outline

January 29, 2019

Plans are due to Metro by February 1, 2020. Subsequent annual updates will be integrated into the Annual Waste Reduction Program Plans due to Metro by June 1 of each year. Implementation reports are due to Metro on August 1 as part of the Annual Waste Reduction Program Reports.

Submitted by: _____ Date: _____

Implementation plan applies to the following jurisdictions:

Program Overview

1. Describe locally-adopted business requirement including owner/manager requirement (attach documentation).
2. Describe overall implementation approach (geographic, hauler franchise, etc.).
3. Provide any other information about your program, especially in areas that exceed the regional minimum standard and/or utilize creative partnerships or approaches.

Performance Standard

1. Demonstrate how your program complies with each element of the policy performance standard (provide attachments as appropriate):
 - a. Business notice of requirement
 - b. Business compliance
 - c. Appropriate collection receptacles and service provided
 - d. Franchised/licensed haulers delivering food waste to approved facility
2. Describe business assistance program and demonstrate compliance with the minimum standard as noted below (attach copies of materials as appropriate).
 - a. Educational materials
 - i. Labels that clearly communicate what is allowed in the program
 - ii. Signs and/or posters that provide clear and simple instructions
 - iii. Materials understandable by people with limited English proficiency
 - iv. Program contact information for businesses to obtain assistance
 - b. Technical assistance
 - i. Education and assistance with food waste prevention techniques and edible food donation programs
 - ii. Assistance with collection program and training on-site at the business

- iii. Assistance with mitigating issues that arise from program participation
- iv. Ensure correct labeling of all food waste collection receptacles
- v. Serve as facilitator between businesses and solid waste hauler

Enforcement

1. Describe enforcement method for ensuring compliance with the business food waste requirement. Include steps and enforcement actions.

Compliance Waivers

1. Describe temporary waiver requirements, procedures for application, review, and approval methods, renewal process to demonstrate compliance with the minimum standard as noted below.
 - a. May not exceed 12 months, annual renewal allowed.
 - b. Renewal requires annual review.
 - c. Businesses must agree to verification site visits.

Quality Assurance Plan

Describe how your jurisdiction plans to address contamination issues or loads rejected at the transfer station.

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

In the Matter of an Agreement
between the City of Barlow
and Clackamas County

ORDER NO. 88-11

This matter coming on at this time to be heard, and it appearing to the Board that Winston Kurth, Director of Clackamas County Department of Transportation and Development, has recommended to this Board the adoption of an Agreement between the City of Barlow and Clackamas County for the collection and disposal of solid waste in and about the City of Barlow, and the Board being fully advised;

This Board finds that it would be in the best interest of Clackamas County to enter into said Agreement, now therefore

IT IS HEREBY ORDERED that Clackamas County enter into said Agreement, copy of which is to be placed on file in the Clackamas County Office of Financial Administration with this Order Number affixed thereto, with the understanding that said Agreement is subject to all public contracting laws and the Constitution of this State.

DATED this 7th day of January, 1988.

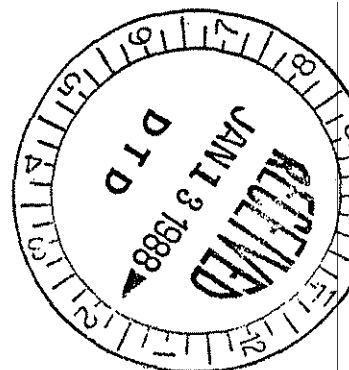
BOARD OF COUNTY COMMISSIONERS

[Signature]
Ed Lindquist - Chairman

[Signature]
Dale Harlan - Commissioner

[Signature]
Darlene Hooley - Commissioner

DTD



D. Phillips



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Canby (City) commencing November 1, 2009. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

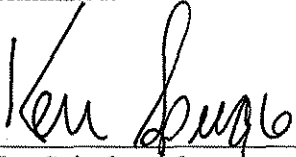
Since 1990 Clackamas County has successfully met the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

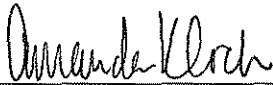
This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute the City's appropriation of the monies intended to fund activities relative to the Regional Solid Waste Management Plan to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager
Community Environment Division

10-15-09
Date



Amanda Klock- Interim City Administrator
City of Canby

11-04-09
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Estacada (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.


Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager
Community Environment Division, Clackamas County

9-5-08
Date



Randy Ealy – City Manager
City of Estacada

9-8-08
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Gladstone (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

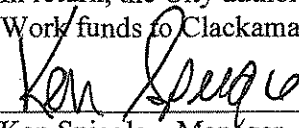
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Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.


This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager
Community Environment Division

7-30-08
Date



Ron Partch – Administrator
City of Gladstone

Aug 14-08
Date

INTERGOVERNMENTAL AGREEMENT

Between the City of Happy Valley and Clackamas County

This agreement is entered into this 10th day of September, 2007, between the City of Happy Valley ("City"), a municipal corporation of the State of Oregon, and Clackamas County ("County"), a political subdivision of the State of Oregon.

WHEREAS, ORS 190.003 TO 190.030 allows for units of local government to enter into agreement for the performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, Clackamas County has adopted a Solid Waste and Waste Management Ordinance on June 10, 1970; and

WHEREAS, Clackamas County has franchised the collection of solid waste and collects certain fees from the collection of such solid waste; and

WHEREAS, the City desires a contractual relationship with the County whereby the County will be responsible for administering Solid Waste Management Services on behalf of the City; and

NOW THEREFORE, Clackamas County and the City of Happy Valley hereby agree to the following:

A. Effective Date and Termination

This Agreement shall commence on July 1, 2007 upon execution by both parties and continue until terminated by either party. A party may terminate the Agreement for any reason with 90 day written notice, or upon 30 days written notice for breach of the Agreement, including non-payment of fees appropriately due, provided the breach is not cured during the 30 day period.

B. The County Shall:

1. If requested by the City, make appropriate recommendations to City officials regarding acceptable solid waste management practices in the City.
2. Collect the appropriate franchise fees earned from City customers and provide quarterly reports to the City regarding the amount collected.

3. Ensure the franchised solid waste collector(s) serving the citizens of Happy Valley comply with all applicable rules and regulations commensurate with the provision of the service.
4. Review and investigate all rate adjustment requests, make recommendations and bring these requests and recommendations before the Clackamas Solid Waste Commission so that the Clackamas County Solid Waste Commission may make its recommendation to the Clackamas County Board of County Commissioners. Prepare the Annual Waste Reduction Plan and required reports for Metro and the Department of Environmental Quality (DEQ).
5. Perform the tasks associated with meeting the requirements of the Annual Waste Reduction Plan, additional programs required of Metro to meet the requirements of the Regional Solid Waste Management Plan, and any programs required by the DEQ.
6. Prepare applications, administer and report to Metro, the County, and if requested, the City on the results of Metro funded projects.

C. The City shall:

1. Collaborate with the County on waste reduction and recycling educational and promotional programs delivered in the community.

D. Compensation

The County currently collects a five percent (5%) franchise fee on gross collection revenues (less revenue from the sale of recyclables and from customer payment of disposal from drop box service). Additionally, the County may receive grant money from Metro to perform the requirements of the County's Annual Waste Reduction Plan. The amount of money is predicated on the population being served. From time to time Metro may budget additional moneys to pay directly to local governments based on other metrics.

The County shall retain one-half of the franchise fee collected from solid waste customers within the boundaries of the City of Happy Valley as compensation for performing the services under this agreement. The franchise fee report and the balance of the fees shall be delivered to the City forty-five (45) days past the last day of the quarter in question.

Further, the City shall request Metro send the monies apportioned annually to the City of Happy Valley for carrying out the responsibilities required of the Regional Solid Waste Management Plan directly to the County.

Compensation is subject to review ninety (90) days prior to the end of each fiscal year. The purpose of this review is to determine whether the actual costs being incurred align with the revenue distribution in the agreement.

E. Attorney Fees

In the event any party files litigation to enforce this Agreement, or any portion thereof, the prevailing party shall be entitled to reasonable attorney fees and costs, including any fees and costs incurred in an appeal, as determined by the appropriate court.

F. Amendment

This Agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

G. Hold Harmless

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall hold harmless and indemnify County, its officers, employees, and agents against any and all claims, damages, losses and expenses (including attorney(s) fees and costs), arising out of, or resulting from the County's performance of this Agreement when the loss or claim is attributable to the acts or omissions of the City.

Subject to the limits of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, County shall hold harmless and indemnify City, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney (s) arising out of or resulting from County's performance of this Agreement when the loss or claim is attributable to the acts and omissions of County.

H. Severability

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

CITY of Happy Valley

By: Robert C. Robinson Date: 09/18/07
Mayor

ATTEST:
By: Maryellen Walden Date: 9/18/07
City Recorder

Approved as to Form:
By: Thomas Spaully Date: 10/17/07
City Attorney

CLACKAMAS COUNTY

By: [Signature] Date: 2-7-08 C.1
Chairperson, Clackamas County
Board of Commissioners

Approved as to Form:
By: David W. Anderson Date: 2/7/08
County Counsel

ATTEST:
By: Mary Ractnke Date: 2-7-08
Recording Secretary



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Lake Oswego (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

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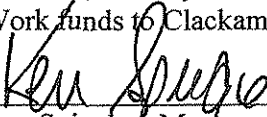
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Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

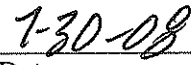
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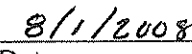
Ken Spiegle - Manager
Community Environment Division



Date



Joel Komarek - ~~City Engineer~~ *Project Director*
City of Lake Oswego



Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Milwaukie (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

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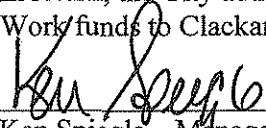
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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager
Community Environment Division

7-30-08
Date



JoAnn Herrigel – Community Services Director
City of Milwaukie

8/1/08
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Molalla (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

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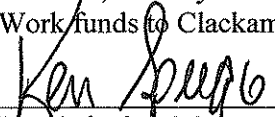
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Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

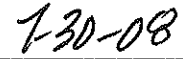
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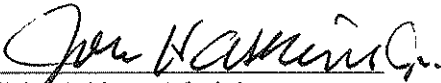
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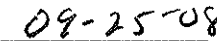
Ken Spiegle - Manager
Community Environment Division



Date



John Atkins - Administrator
City of Molalla



Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the River Cities Environmental Services District (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

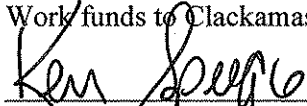
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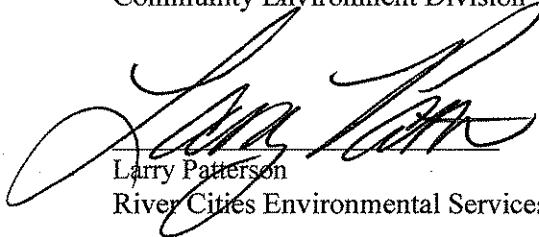
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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegler – Manager
Community Environment Division

7-30-08
Date



Larry Patterson
River Cities Environmental Services District

9/23/08
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Sandy (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

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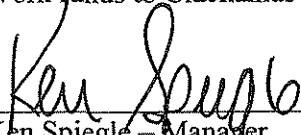
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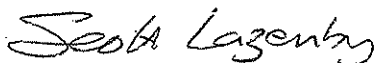
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Ken Spiegle - Manager
Community Environment Division



Date



Scott Lazenby - City Manager
City of Sandy



Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Wilsonville (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

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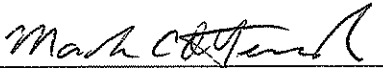
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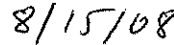
Ken Spiegle – Manager
Community Environment Division



Date



Mark C. Ottenad
City of Wilsonville



Date



Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Baker & Taylor, LLC
Book and Digital Media Purchasing and Processing Services

Purpose/Outcomes	A contract with Baker & Taylor LLC for library material and processing services for the Oak Lodge & Gladstone Libraries.
Dollar Amount and Fiscal Impact	Contract value is up to \$210,000
Funding Source	FY 19/20 and FY 20/21 budgeted funds from the BCS Oak Lodge Library and BCS Gladstone Library programs.
Duration	Contract execution through January 31, 2021
Previous Board Action	N/A
Strategic Plan Alignment	Build public trust through good government
Counsel Review	January 22, 2020
Contact Person	Mitzi Olson, Library Director, BCS Oak Lodge & Gladstone Libraries, 503-655-8570

Background:

Business & Community Services (BCS) Oak Lodge and Gladstone Libraries seek to enter into a contract with Baker & Taylor, LLC to take advantage of a pricing agreement for the purchase of library materials (print and audio-visual) at specified discounts, as well as specified rates for library material pre-processing services.

The contract will also facilitate the implementation of the “one library, two building” operational model contemplated by the October 2017 Settlement Agreement and November 2019 Intergovernmental Agreement between Clackamas County and the City of Gladstone. Under this model, the Oak Lodge and Gladstone Libraries will achieve operational efficiencies and economies of scale by combining and streamlining processes and procedures between the two libraries, including the ordering, receiving, and distribution of library materials, and the automated uploading of data into the Integrated Library System (ILS) used by both libraries.

Achieving these efficiencies involves coordination not only between the libraries and Baker & Taylor, but with the BCS Library Network office (which administers the ILS) as well. Library Network staff have already made significant system customizations and configuration changes to support the “one library, two building” model, based on the capabilities of the ILS, and the systems and data interchange formats used by Baker & Taylor. It would be an inefficient use of existing systems, and unfeasible for staff to make the necessary customizations and configuration changes necessary to accommodate the complex needs of the Oak Lodge and Gladstone libraries utilizing an alternate vendor.

Procurement Process:

Per LCRB Rule C-047-0288(15), the purchase of copyrighted materials are defined as a class special procurement, exempt from competitive bid or proposal requirements. Procurement posted a 7-day public notice

for Efficient Utilization of Existing Goods and Services on December 10, 2019. No protests were received after the expiration of the 7-day notice.

Recommendation:

Staff respectfully recommends that the Board approves and signs the contract with Baker & Taylor, LLC for Oak Lodge and Gladstone Libraries library materials and processing services.

Sincerely,

Laura Zentner, Director

Placed on the BCC Agenda _____ by Procurement.



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #1625**

This Goods and Services Contract (this “Contract”) is entered into between **Baker & Taylor, LLC** (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) on behalf of Business and Community Services for the purposes of providing **Book and Digital Media Purchasing and Processing Services.**

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **January 31, 2021.** This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in the Contractor’s proposal and associated price list, dated January 16, 2020, attached and hereby incorporated by reference as **Exhibit “A.”** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract and Exhibit “A”. Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s Representative for this contract is: **Mitzi Olson.**

III. COMPENSATION

1. **PAYMENT.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract and Exhibit “A”. The maximum Contract compensation authorized under this Contract shall not exceed **\$210,000.00**
2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at:

Kristina Wells
2051 Kaen Road, Oregon City OR 97045
kwells@clackamas.us 503-655-8596

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in

any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation or intent not to renew insurance coverage without 30 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor’s liability and County’s remedy under this services warranty are limited to Contractor’s prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

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

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

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

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

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

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

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

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination

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

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. 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, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURE PAGE FOLLOWS

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

Baker & Taylor, LLC
2550 W. Tyvola Road, Ste. 300
Charlotte, NC 28217

Clackamas County

Authorized Signature

Chair

Date

Recording Secretary

Name / Title (Printed)

Date

1092075-97 FLLC / Delaware
Oregon Business Registry #

Approved as to Form:

County Counsel

Date

EXHIBIT A
CONTRACTOR'S PROPOSAL AND ASSOCIATED PRICE LIST
DATED JANUARY 16, 2020



OFFICE OF COUNTY COUNSEL

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

February 6, 2020

Stephen L. Madkour
 County Counsel

Board of County Commissioners
 Clackamas County

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

Members of the Board:

Approval of an Assignment of Easement Agreement with
 Fischer's Forest Park Property Owners' Association for Lot 27 Fischer's Forest Park

Purpose/Outcomes	<i>Approval of an assignment agreement transferring a sewer easement from the County to Water Environment Services.</i>
Dollar Amount and Fiscal Impact	<i>No fiscal impact.</i>
Funding Source	<i>N/A</i>
Duration	<i>Perpetual until terminated by the Board.</i>
Previous Board Action/Review	<i>N/A</i>
Counsel Review	<i>January 29, 2020</i>
Strategic Plan Alignment	<i>1. This initiative supports the County Strategic Plan of building a strong infrastructure that delivers services to customers. 2. This initiative supports the WES Strategic Plan to provide partner communities with reliable wastewater infrastructure to serve existing customers and support future growth.</i>
Contact Person	<i>Amanda Keller, Assistant County Counsel (x4589)</i>
Contract No.	<i>Easement No. 73 25894</i>

BACKGROUND:

In 1973, prior to the formation of Clackamas County Service District No.1 ("CCSD1"), sewer easements were granted to Clackamas County, for use by the Department of Utilities. However, since then, the County formed two service districts to provide wastewater services within the County, the Tri-City Service District ("TCSD") and CCSD1.

On November 3rd, 2016, TCSD and CCSD1 entered into an intergovernmental agreement ("IGA") to form a municipal partnership entity named Water Environment Services ("WES") that provides regional wastewater services within Clackamas County. As a part of that IGA, TCSD and CCSD1 agreed to transfer all real property assets, including easements, over to WES.

In order to allow for efficient administration of WES' business and resources in managing these easements, County staff recommends the County transfer the sewer easements it holds to WES.

RECOMMENDATION:

County Counsel staff recommends the Board of County Commissioners approve the assignment agreement transferring the sewer easement from Fischer's Forest Park Property Owners' Association for Lot 27 from the County to Water Environment Services.

Respectfully submitted,



Amanda Keller
Assistant County Counsel

Attachments:
Assignment Agreement

73-1001

Rec'd
Make copy

Exhibit A

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that FISCHER'S FOREST PARK PROPERTY OWNERS' ASSOCIATION, an Oregon corporation, hereinafter referred to as the grantor, for the consideration hereinafter stated paid by CLACKAMAS COUNTY, OREGON, and the mutual benefits hereby gained, which consideration and benefits are hereby acknowledged and receipted by the grantor, does hereby grant, bargain, sell and convey unto Clackamas County, Oregon, a permanent easement and right to lay down, construct, reconstruct, replace, maintain, operate, inspect and perpetually care for a sewer and all related facilities through, under and along the following described real property in the County of Clackamas and State of Oregon:

Lot 27 Fischer's Forest Park on a duly recorded plat located in Section 32, Township 2 South, Range 3 East, Willamette Meridian, County of Clackamas, State of Oregon.

It is understood and agreed that no buildings shall be erected upon said easement premises without the written consent of Clackamas County, Oregon, and that the said County shall replace and restore as nearly as practicable the surface of said easement premises and any water lines, storm sewers or other improvements after construction and maintenance work on said sewer.

It is further understood that the construction by Clackamas County shall be done in such a way as to not interfere with any existing improvements on or under the aforesaid described real property.

The above conveyance of a permanent easement and perpetual maintenance of improvements by grantee is for so

long as said property is used for the stated purpose. When said easement is no longer so used, the interest of the grantee shall automatically terminate.

This instrument does not grant or convey unto Clackamas County, Oregon any right or title to the surface of the soil along the line of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, maintaining, operating, inspecting and perpetually caring for said sewer and related facilities. This instrument gives immediate possession of the foregoing premises.

The true and actual consideration for this transfer is \$ - none - paid herewith, \$ - none - to be paid prior to construction, but is a gift to grantee from grantor.

The only other persons, firms or corporations known by grantor to have any interest in the foregoing premises are: none.

IN WITNESS WHEREOF, the grantor above named has heretofore set its hand and seal this 20th day of May, 1970.

FISCHER'S FOREST PARK
PROPERTY OWNERS' ASSOCIATION

By Roger E. Embury
President

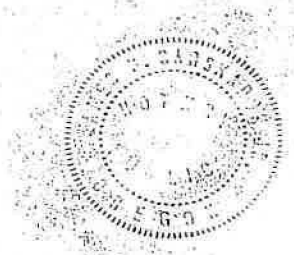


S. Clayton Smith
Secretary

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STATE OF OREGON)
) ss.
County of Clackamas)

On this ____ day of May, 1970, before me personally appeared Roger E. Smelser and C. Clayton Teach, who being duly sworn did say that he, Roger E. Smelser, is the President, and he, C. Clayton Teach, is the Secretary, of Fischer's Forest Park Property Owners' Association, an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and Roger E. Smelser and C. Clayton Teach acknowledged said instrument to be its voluntary act and deed.



George D. Puppen
Notary Public for Oregon
My Commission Expires 30 April 1972

STATE OF OREGON, }
County of Clackamas, }

I, George D. Puppen, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clackamas, do hereby certify that the within instrument of writing was signed for and recorded in the records of

DEED
1973 AUG 15 PM 2 45
73 25894

of said County at

RECORDED OF
CLACKAMAS COUNTY, OREGON
GEORGE D. PUPPEN
County Clerk

Recording Certificate

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ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT OF EASEMENT ("**Assignment**") is dated _____, 2020, by and between **Clackamas County**, a political subdivision of the State of Oregon ("**Assignor**"), and **Water Environment Services**, an intergovernmental entity formed pursuant to ORS Chapter 190 ("**Assignee**"), with reference to the following:

RECITALS:

- A.** Assignor was the original recipient of a sewer easement identified as Document No. 1973-025894 recorded in the Clackamas County Deed Records on August 15, 1973 (the "Easement"), a copy of which is attached hereto and incorporated herein as **Exhibit A**.
- B.** The Assignee is the sewer utility within the applicable region of Clackamas County where the easement is located, whom both parties agree should be the holder of a sewer easement.
- C.** The Assignor desires to transfer the interest in the Easement to Assignee.

AGREEMENT:

NOW, THEREFORE, for value, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title, and interest in and to the Easement. The Assignment shall be effective upon the last date of signature of the parties ("Effective Date").

2. Assumption

Assignee hereby accepts such assignment and agrees to be bound by and comply with all of the duties and obligations identified in the terms of the Easement from and after the Effective Date.

3. Indemnification

- 3.1** Assignor hereby agrees to indemnify Assignee for, defend Assignee against, and hold Assignee harmless from and against any and all liabilities, losses, costs, damages, expenses, claims, suits or demands resulting from Assignor's failure to perform any of its duties or fulfill any of its obligations under the Easement prior to the Effective Date.
- 3.2** Assignee hereby agrees to indemnify Assignor for, defend Assignor against, and hold Assignor harmless from and against any and all liabilities, losses, costs, damages, expenses, claims, suits or demands resulting from Assignee's failure

to perform any of its duties or fulfill any of its obligations under the Easement on and after the Effective Date.

4. Further Assurances

The parties agree to execute, acknowledge where appropriate and deliver such other or further reasonable instruments of assignment as the other party may reasonably require to confirm the foregoing assignment, or as may be otherwise reasonably requested by Assignor or Assignee to carry out the intent and purposes hereof.

5. Binding Effect

This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

6. Counterparts

This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which counterparts shall be deemed one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

FOR ENTITY SIGNATURES:

ASSIGNOR: CLACKAMAS COUNTY

ASSIGNEE: WATER ENVIRONMENT SERVICES

By: _____
Chair Date

By: _____
Chair Date

Witness: _____
Date

Witness: _____
Date

Approved As to Form:



County Counsel **1/29/20**
Date



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

January 27, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Service Level Agreements between
Clackamas Broadband eXchange and the City of Canby

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval to enter into a Service Level Agreement (SLA) with the City of Canby for a fiber connection.
Dollar Amount and Fiscal Impact	The City of Canby will pay a non-recurring fee of \$2,400.00 for the new fiber construction and pay a recurring lease fee of \$3,060.00 annually.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the City of Canby.
Duration	Effective upon signature by the board the SLA is effective for three (3) years.
Previous Board Action	Board previously approved CBX to build and maintain similar fiber connections for the City of Lake Oswego.
Strategic Plan Alignment	1. Build a strong infrastructure. 2. Build public trust through good government.
Counsel Review	Andrew Naylor, October 9 th , 2019
Contact Person	Dave Devore (503)723-4996
Contract No.	N/A

BACKGROUND:

CBX is proposing to build a new fiber lateral to extend the CBX network to the intersection of Sequoia and 1st in Canby for the City of Canby to manage the traffic signal. This will be the first connection with the City of Canby for traffic signal management by Clackamas County Engineering Division.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this Service Level Agreements. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

City of Canby

(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to the City of Canby (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for

installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 30 days' notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule. This Agreement will not exceed ten (ten) years beyond the execution date.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. **Annual Payments**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR

INCONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGREDDATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.
- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services

121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

[Name or Title of Individual]
[Customer]
[Address]
[City and Zip Code]
[Fax Number]

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Debt Limitations

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

25. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

26. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

27. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

City of Canby _____
(Customer Name)

By (signature): 

Name (print): Jerry Nelzen

Title: Operation's Supervisor

Date: 1-27-2020

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	CBX North Station Hub 12800 SE Sunnybrook Blvd Clackamas, OR 97015	NE Intersection of SE Hazeldell Way & Sequoia Pkwy Canby, OR 97013	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	CBX North Station Hub 12800 SE Sunnybrook Blvd Clackamas, OR 97015	NE Intersection of SE Hazeldell Way & Sequoia Pkwy Canby, OR 97013	Construction	\$2,400.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

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APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



Gregory L. Geist
Director

February 6, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the University of Washington to model Projected Changes in Precipitation Extremes due to Climate Change

Purpose/Outcomes	This Board action will authorize the University of Washington to take multiple global climate models and develop regional climate models in order to forecast changes to precipitation patterns in Clackamas County resulting from climate change. This data will be used to help WES understand climate change impacts to stormwater and wastewater infrastructure.
Dollar Amount and Fiscal Impact	\$24,848 of budgeted funds from the FY 2019-20 budget \$18,452 of requested funds from the FY 2020-21 budget For a total of \$43,300.
Funding Source	WES Surface Water Operating Funds
Duration	Through December 31, 2020
Previous Board Action/Review	N/A
Counsel Review	This agreement has been reviewed and approved by County Counsel on December 30, 2019.
Strategic Plan Alignment	This action: <ol style="list-style-type: none"> 1. Aligns with WES's strategic plan to build a strong infrastructure. 2. Aligns with the Board's goal of building trust through good government.
Contact Person	Ron Wierenga, WES Environmental Services Manager x4581
Contract No.	N/A

BACKGROUND:

Water Environment Services has been exploring opportunities within the professional clean-water community to help ensure that the utility is more climate change resilient. In 2017, WES staff learned of efforts being undertaken in King County, Washington in collaboration with the University of Washington's Climate Impacts Group ("UW") to conduct innovative new climate modeling to determine how new stormwater and wastewater infrastructure can be designed for climate resilience. WES collaborates with other clean-water utilities through trade organizations, such as the Oregon Association of Clean Water Agencies. In 2018, WES, through Oregon ACWA, engaged in conversations with other partner agencies to explore bringing the successful modeling work to Oregon. Similar efforts were either completed or underway in Snohomish and Thurston Counties in Washington, and the results of the King County work was encouraging, demonstrating excellent applicability to Oregon. Also, the foundational funding provided by King County has made the cost to duplicate this research for other jurisdictions more affordable, as

those costs are not necessary for subsequent efforts. During 2019, WES determined that a collaborative approach with other utilities would allow each to benefit whenever another would use the results of a similar modeling effort for Oregon, and would bring the overall cost down.

The results of this work will enable WES to better understand future precipitation pattern changes, specifically design storms, which will enable better design of stormwater and sanitary sewer infrastructure. This work will be in alignment with goals within the forthcoming Clackamas County Climate Action Plan. WES will co-fund this work in partnership with the City of Portland's Bureau of Environmental Services, Clean Water Services, and the City of Gresham. As noted by the multiple jurisdictions supporting this work, there is strong support across the region for better understanding climate change impacts of precipitation patterns.

UW approved the intergovernmental agreement on January 10, 2020, attached hereto as Exhibit A.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff respectfully recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve the Intergovernmental Agreement with the University of Washington to model Projected Changes in Precipitation Extremes due to Climate Change.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist".

Greg Geist, Director
Water Environment Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WATER ENVIRONMENT SERVICES
AND THE UNIVERSITY OF WASHINGTON**

THIS AGREEMENT (this "Agreement") is entered into and between Water Environment Services ("District"), a political subdivision of the State of Oregon, and the University of Washington, by and through the Climate Impacts Group ("Agency"), collectively referred to as the "Parties" and each a "Party."

RECITALS

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

District and Agency desire to work together to use new regional climate model simulations of 21st century changes in precipitation to develop projects that are specific to Clackamas County, Oregon, that can be used to inform District's stormwater planning, design, and regulations. Changes in the intensity, duration and frequency of precipitation is expected to negatively impact stormwater, wastewater, and surface water restoration efforts, and lead to water quality concerns.

By this Agreement, Agency agrees to provide the necessary personnel, equipment and expertise to model and analyze rain gage data throughout Clackamas County to produce station-based projections of various interval, durations and time periods which is further described in the Statement of Work and Budget attached hereto as Exhibit A, and District agrees to reimburse Agency for costs associated with the provision of these services as described in this document.

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

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2020, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The District agrees to pay Agency, from available and authorized funds, a sum not to exceed **Forty Three Thousand and Three Hundred Dollars** (\$43,300.00) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit quarterly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the District's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the District will not pay, any amount in excess of the maximum compensation amount set forth above.

5. Representations and Warranties.

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

6. Termination.

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

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the

Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.

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

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law, including, but not limited to, ORS Chapter 30.282.

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

A. Ron Wierenga or their designee will act as liaison for the District.

Contact Information:

Ron Wierenga, Environmental Services Manager
Water Environment Services
150 Beaver Creek Rd., Suite 430
Oregon City, OR 97145

Phone: 503-742-4581
Email: rwierenga@clackamas.us

B. Carol Rhodes or their designee will act as liaison for the Agency.

Contact Information:

Carol Rhodes, Director, Office of Sponsored Programs
Phone: 206-543-4043
e-mail: osp@uw.edu

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of District and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the District's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work products, including reports, research data in hard copy or electronic form that result from this IGA, are the exclusive property of UW, with the exception WRF projects as described in Task 1 of Exhibit A, which shall remain the exclusive intellectual property of UW. However, UW agrees to provide District with

a non-exclusive license to use the work product produced under this IGA. District reserves the right to retain copies of such work product items for its records and UW agrees to share any later analysis with District.

- F. **Hazard Communication.** Reserved.
- G. **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.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **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.
- L. **No Third-Party Beneficiary.** Agency and District 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.

- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. District's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **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.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- 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. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **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.
- S. **Force Majeure.** Neither Agency nor District shall be held responsible for delay or default caused by events outside of the Agency or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Reserved.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

Water Environment Services

University of Washington

Chair, Board of County Commissioners

Donna Parks, Compliance Analyst
[name/title]

Date

January 10, 2020
Date

Exhibit A
SCOPE OF WORK

University of Washington Scope of Work

Climate Change and Stormwater for Clackamas County Water Environment Services: *Projected Changes in Precipitation Extremes*

Objective

Use new regional climate model simulations of 21st century changes in precipitation to develop projections that are specific to Clackamas County Water Environment Services (WES) in Oregon. Develop tailored results that are designed to address stormwater planning needs.

Background

Changes in the intensity, duration, and frequency of precipitation may negatively affect stormwater and wastewater treatment facilities, exacerbate landslide and urban flood risk, and lead to other public safety and water quality concerns.

King County has recently awarded funding to the UW Climate Impacts Group (CIG) to develop two new regional climate model (RCM) simulations of changing precipitation. These simulations are an improvement over statistically-based methods for “downscaling” global climate model output because they explicitly simulate the physics of changing local processes. For precipitation, the key distinction is that they simulate the interactions of weather systems with the complex terrain of the Pacific Northwest (Salathé et al. 2014). This is of critical importance, since for many jurisdictions climate change impacts on stormwater will primarily be felt via changes in precipitation intensity, which statistical downscaling is not able to capture reliably.

With support and collaboration from the Climate Impacts Group (CIG), Cliff Mass (Professor, Atmospheric Sciences, University of Washington) has recently produced a total of 12 new regional climate model (RCM) projections. The new RCM simulations were performed using the Weather Research and Forecasting (WRF, <http://www.wrf-model.org>; Skamarock et al., 2005) community mesoscale

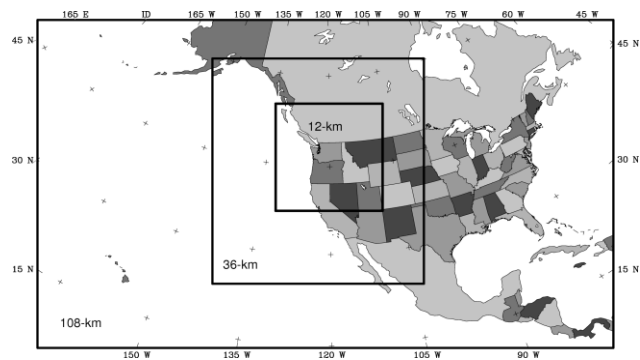


Figure 1. Domains for the WRF model: Western US at 36-km and Pacific Northwest at 12-km grid.

model, following the configuration developed in previous work. Specifically, nested grids are used to downscale from the global atmospheric fields with grid spacings of approximately 100-200 km. The inner 12-km domain spans the region from northern California to southern British Columbia and from the coastal ocean to the Rocky Mountains (Figure 1).

Simulations were performed using WRF version 3.2 implemented following Salathé et al. (2010, 2014). Initial and boundary conditions were provided by the following GCMs, all driven by the high-end RCP 8.5 greenhouse gas scenario (Van Vuuren et al., 2011):¹

ACCESS1-0, ACCESS1-3, bcc-csm1-1, CanESM2, CCSM4, CSIRO-Mk3-6-0, FGOALS-g2, GFDL-CM3, GISS-E2-H, MIROC5, MRI-CGCM3, and NorESM1-M

Lateral boundary conditions and sea surface temperature (SST) were updated once every six hours. Thirty vertical levels were used in the model spanning from the surface to 10 hPa, with the finest vertical resolution in the boundary layer. WRF runs were initialized three months prior to the start date of each simulation as spin-up. The physics parameterizations for microphysics, cumulus parameterization, planetary boundary layer, land surface models, and longwave and shortwave radiation are summarized in Lorente et al. (2018). Although we did not perform an extensive validation of the model's performance, previous research has established that it captures the essential characteristics of local-scale weather variations in the Pacific Northwest (e.g., Dulière et al. 2011). Simulations were performed for the years 1970 through 2099. Results were archived at hourly intervals following Greenwich Mean Time (GMT, which is 8 hours ahead of local standard time in the Pacific Northwest).

The proposed work will analyze the results of these new simulations, producing updated heavy precipitation projections that are specific to interested jurisdictions in western Oregon. These will be evaluated for changes in user-specified metrics, selected for direct application to planning and decision-making.

An example of the products that can be anticipated from this work can be seen on the project page for our work with King County and other Washington State jurisdictions:

<https://cig.uw.edu/our-work/applied-research/heavy-precip-and-stormwater/>

The tasks below describe the specific work that will be undertaken as part of the proposed project.

¹ For more information on regional climate projections and greenhouse gas scenarios, see Chapters 1 and 2 of the CIG *State of Knowledge* report on Puget Sound: <https://cig.uw.edu/resources/special-reports/ps-sok/>

Task 1. Post-Processing and Gridded Statistics

Research on global model projections typically suggest that 5-10 simulations are needed to adequately estimate the mean and range of future conditions. Under separate funding from the Amazon Catalyst program, Cliff Mass (Professor, Atmospheric Sciences) has recently created an additional 11 WRF projections, all based on the high-end RCP 8.5 greenhouse gas scenario. Although the runs have been completed, additional funding is needed for post-processing and the analysis needed to assess impacts on stormwater.

CIG will post-process the new ensemble of WRF projections for use in the analyses described under Task 2. In addition, CIG researchers will produce gridded estimates, on the native WRF 12 km grid, of the percent change in select precipitation statistics. These will be evaluated for the same return intervals, durations, and time periods assessed for Washington State jurisdictions:

- Return Intervals: 2-, 5-, 10-, 25-, 50-, and 100-year events;
- Precipitation Durations: 1-, 2-, 3-, 6-, 12-, 24-, 48-, 72-, 120-, 240-, and 360-hours
- Time Periods: Historical (1970-2005), 2030s (2020-2049), 2050s (2040-2069), and 2080s (2070-2099).

Task 2. Station-Based Projections

CIG will use the new WRF projections to produce hourly precipitation time series and precipitation statistics for the locations listed in Table 1. For each rain gauge, CIG researchers will produce an hourly record of simulated precipitation for the years 1970-2099, along with percent changes in the same statistics described above under Task 1. CIG researchers will work with Clackamas County staff to determine the best approach to quality control and interpretation of the observations.

Bias corrected model time series files will be produced for each rain gauge location with sufficient observations, using the approach described by Mauger et al. (2017). Testing will determine the length and quality of record needed to ensure a reliable bias correction. This may mean that bias corrected estimates are not provided for some weather stations.

Table 1. Rain gauges that will be included in the proposed analysis.

Network	Name	ID	Lat. / Lon.	Dates
NOAA HPD	Detroit Dam	352292	44.7241N / 122.2547W	1954/11/18 – 2013/12/23
	Marion Forks Fish Hatchery	355221	44.6125N / 121.9486W	1948/07/05 – 2013/12/23
	Portland International Airport	356751	45.5958N / 122.6093W	1948/11/03 – 2013/12/31
	Salem Airport McNary Field	357500	44.9050N / 123.0011W	1948/07/05 – 2013/12/31
HYDRA (BES)	Albina Pump Station	117	45.5408N / 122.6776W	02/25/2000 – 09/30/2019
	Ankeny Fire Station	001	45.5221N / 122.6706W	05/18/1995 – 09/30/2019
	Ankeny Pump Station	108	45.5227N / 122.6693W	06/14/1984 – 08/20/1991
	Arleta School	174	45.4862N / 122.5959W	04/26/2002 – 09/30/2019
	Beaumont School	152	45.5487N / 122.6213W	06/19/1995 – 09/30/2019
	Bonny Slope BSD	230	45.5395N / 122.7978W	04/18/2019 – 09/30/2019
	Bonny Slope School	058	45.5455N / 122.7837W	05/21/1976 – 03/08/2017
	Bridlemile School	311	45.4916N / 122.7245W	04/02/1976 – 03/29/1984
	Chapman School	312	45.5333N / 122.7057W	04/02/1976 – 08/23/1984
	Children's Museum	192	45.5086N / 122.7179W	03/11/2005 – 09/30/2019
	Cleveland High School	229	45.4985N / 122.6388W	06/22/1918 – 09/30/2019
	Collins View School	010	45.4541N / 122.6843W	04/02/1976 – 09/30/2019
	Facilities Planning	313	45.5149N / 122.6735W	04/05/1976 – 06/13/1984
	Fernwood School	012	45.5368N / 122.6315W	04/02/1976 – 09/30/2019
	Fire Station Number 1	314	45.5218N / 122.6707W	04/30/1976 – 05/30/1991
	Fire Station Number 9	315	45.5163N / 122.6278W	02/16/1977 – 06/06/1985
	Fire Training Center	316	45.5016N / 122.6534W	03/28/1980 – 08/15/1994
	Fremont Drive (Old)	317	45.5422N / 122.5713W	07/21/1981 – 01/15/1986
	Fremont Pump Station	072	45.5422N / 122.5713W	01/16/1986 – 08/12/2010
	Glencoe School	175	45.5168N / 122.6112W	11/04/2002 – 09/30/2019
	Grant Park Unsumped	162	45.5367N / 122.6172W	02/03/2000 – 10/21/2004
	Gresham Fire Station	020	45.5076N / 122.4373W	12/07/1990 – 09/30/2019
	Harney Pump Station	064	45.4623N / 122.6432W	07/01/1991 – 09/30/2019
	Holgate Pump Station	021	45.4895N / 122.5244W	05/31/1991 – 02/16/2012
	Holy Family School	319	45.4693N / 122.6232W	04/02/1976 – 08/02/1988
	Irvington School	228	45.5402N / 122.6520W	06/20/2018 – 09/30/2019
	Kelly School	014	45.4729N / 122.5701W	04/02/1976 – 09/30/2019
	Madison School	213	45.5433N / 122.5808W	12/03/2009 – 06/03/2019
	Maplewood Elementary School	172	45.4707N / 122.7302W	05/31/2002 – 09/30/2019
	Metro Learning Center	173	45.5268N / 122.6932W	04/26/2002 – 09/30/2019
	Mt. Tabor Yard	006	45.5057N / 122.5966W	04/02/1976 – 09/30/2019
	Multnomah Raingage	181	45.5127N / 122.6601W	10/21/2004 – 09/30/2019
OPB	214	45.4741N / 122.6712W	05/07/2010 – 09/30/2019	
Park SE Yard	217	45.4817N / 122.5241W	12/15/2011 – 09/30/2019	
Pleasant Valley School	145	45.4648N / 122.4796W	04/30/1976 – 09/30/2019	
Powell Shops (Fire Bureau)	323	45.5016N / 122.6534W	04/02/1976 – 07/24/1979	

Network	Name	ID	Lat. / Lon.	Dates
	Sunnyside School	171	45.5146N / 122.6293W	02/12/2002 – 09/30/2019
	SW 12th & Clay	164	45.5152N / 122.6875W	06/29/2000 – 09/30/2019
	Sylvan School	161	45.5099N / 122.7370W	03/21/2000 – 09/30/2019
	Sylvania PCC	004	45.4369N / 122.7318W	04/01/1976 – 09/30/2019
	Thomas Pump Station	120	45.4939N / 122.6727W	08/16/1994 – 07/31/2009
	Vermont Hills Pump Station	089	45.4770N / 122.7362W	03/31/1984 – 07/23/2002
	West T.V. School	300	45.5153N / 122.7671W	05/24/1976 – 05/14/1995
	Wilson High School	227	45.4776N / 122.6898W	06/14/2018 – 09/30/2019
	Yeon Pump Station	121	45.5462N / 122.7103W	08/25/1984 – 09/30/2019

Deliverables and Timeline

Proposed project dates: 12/1/2019-06/30/2020.

Deliverable	Due Date
Kick-off meeting	12/31/2019
Quarterly project status reports.	12/31/2019, 03/31/2020, 06/30/2020, 09/30/2020, 12/31/2020.
Gridded percent change statistics for all durations and return intervals	03/31/2020
Results from evaluation of bias-correction approach	06/30/2020
Hourly time series of precipitation for historical and future projections, developed for the rain gauges listed in Table 1. Separate files will be created for both raw and bias-corrected model output.	09/30/2020
Brief technical report describing the methodology and summarizing the results.	12/31/2020
Presentation on the results, limitations, and interpretation.	12/31/2020

Budget

	FY 2020	FY 2021	<i>Total</i>
Salary	\$12,163	\$9,049	\$21,212
Benefits	\$3,817	\$2,817	\$6,634
Indirect	\$8,868	\$6,586	\$15,454
Total	\$24,848	\$18,452	\$43,300

* Fiscal Year ("FY") is defined as going from July 1st through June 30th.



Gregory L. Geist
Director

February 6, 2020

Water Environment Services Board
Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Assignment of Easement Agreement with
Fischer's Forest Park Property Owners' Association for Lot 27 Fischer's Forest Park

Purpose/Outcomes	Approval of an assignment agreement transferring a sewer easement from the County to Water Environment Services.
Dollar Amount and Fiscal Impact	No fiscal impact.
Funding Source	N/A
Duration	Perpetual until terminated by the Board.
Previous Board Action/Review	N/A
Counsel Review	January 29, 2020
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This initiative supports the County Strategic Plan of building a strong infrastructure that delivers services to customers. 2. This initiative supports the WES Strategic Plan to provide partner communities with reliable wastewater infrastructure to serve existing customers and support future growth.
Contact Person	<i>Jessica Rinner, Civil Engineering Supervisor, x4551</i>
Contract No.	<i>Easement No. 73 25894</i>

BACKGROUND:

In 1973, prior to the formation of Clackamas County Service District No.1 (“CCSD1”), sewer easements were granted to Clackamas County, for use by its Department of Utilities. However, since then, the County formed two service districts to provide wastewater services within the County, the Tri-City Service District (“TCSD”) and CCSD1.

On November 3rd, 2016, TCSD and CCSD1 entered into an intergovernmental agreement (“IGA”) to form a municipal partnership entity named Water Environment Services (“WES”) that provides regional wastewater services within Clackamas County. As a part of that IGA, TCSD and CCSD1 agreed to transfer all real property assets, including easements, over to WES.

In order to allow for efficient administration of WES’ business and resources in managing these easements, WES staff recommends the County transfer the sewer easements it holds to WES.

RECOMMENDATION:

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the assignment agreement transferring the sewer easement from Fischer's Forest Park Property Owners' Association for Lot 27 from the County to Water Environment Services.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist". The signature is written in a cursive style with a long horizontal stroke at the end.

Greg Geist
Director, Water Environment Services

Attachments:
Assignment Agreement

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT OF EASEMENT ("**Assignment**") is dated _____, 2020, by and between **Clackamas County**, a political subdivision of the State of Oregon ("**Assignor**"), and **Water Environment Services**, an intergovernmental entity formed pursuant to ORS Chapter 190 ("**Assignee**"), with reference to the following:

RECITALS:

- A.** Assignor was the original recipient of a sewer easement identified as Document No. 1973-025894 recorded in the Clackamas County Deed Records on August 15, 1973 (the "Easement"), a copy of which is attached hereto and incorporated herein as **Exhibit A**.
- B.** The Assignee is the sewer utility within the applicable region of Clackamas County where the easement is located, whom both parties agree should be the holder of a sewer easement.
- C.** The Assignor desires to transfer the interest in the Easement to Assignee.

AGREEMENT:

NOW, THEREFORE, for value, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title, and interest in and to the Easement. The Assignment shall be effective upon the last date of signature of the parties ("Effective Date").

2. Assumption

Assignee hereby accepts such assignment and agrees to be bound by and comply with all of the duties and obligations identified in the terms of the Easement from and after the Effective Date.

3. Indemnification

- 3.1** Assignor hereby agrees to indemnify Assignee for, defend Assignee against, and hold Assignee harmless from and against any and all liabilities, losses, costs, damages, expenses, claims, suits or demands resulting from Assignor's failure to perform any of its duties or fulfill any of its obligations under the Easement prior to the Effective Date.
- 3.2** Assignee hereby agrees to indemnify Assignor for, defend Assignor against, and hold Assignor harmless from and against any and all liabilities, losses, costs, damages, expenses, claims, suits or demands resulting from Assignee's failure

to perform any of its duties or fulfill any of its obligations under the Easement on and after the Effective Date.

4. Further Assurances

The parties agree to execute, acknowledge where appropriate and deliver such other or further reasonable instruments of assignment as the other party may reasonably require to confirm the foregoing assignment, or as may be otherwise reasonably requested by Assignor or Assignee to carry out the intent and purposes hereof.

5. Binding Effect

This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

6. Counterparts

This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which counterparts shall be deemed one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

FOR ENTITY SIGNATURES:

ASSIGNOR: CLACKAMAS COUNTY

ASSIGNEE: WATER ENVIRONMENT SERVICES

By: _____
Chair Date

By: _____
Chair Date

Witness: _____
Date

Witness: _____
Date

Approved As to Form:



County Counsel Date 1/29/20

73-1001

- Record -
- make copy

Exhibit A

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that FISCHER'S FOREST PARK PROPERTY OWNERS' ASSOCIATION, an Oregon corporation, hereinafter referred to as the grantor, for the consideration hereinafter stated paid by CLACKAMAS COUNTY, OREGON, and the mutual benefits hereby gained, which consideration and benefits are hereby acknowledged and receipted by the grantor, does hereby grant, bargain, sell and convey unto Clackamas County, Oregon, a permanent easement and right to lay down, construct, reconstruct, replace, maintain, operate, inspect and perpetually care for a sewer and all related facilities through, under and along the following described real property in the County of Clackamas and State of Oregon:

Lot 27 Fischer's Forest Park on a duly recorded plat located in Section 32, Township 2 South, Range 3 East, Willamette Meridian, County of Clackamas, State of Oregon.

It is understood and agreed that no buildings shall be erected upon said easement premises without the written consent of Clackamas County, Oregon, and that the said County shall replace and restore as nearly as practicable the surface of said easement premises and any water lines, storm sewers or other improvements after construction and maintenance work on said sewer.

It is further understood that the construction by Clackamas County shall be done in such a way as to not interfere with any existing improvements on or under the aforesaid described real property.

The above conveyance of a permanent easement and perpetual maintenance of improvements by grantee is for so

long as said property is used for the stated purpose. When said easement is no longer so used, the interest of the grantee shall automatically terminate.

This instrument does not grant or convey unto Clackamas County, Oregon any right or title to the surface of the soil along the line of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, maintaining, operating, inspecting and perpetually caring for said sewer and related facilities. This instrument gives immediate possession of the foregoing premises.

The true and actual consideration for this transfer is \$ - none - paid herewith, \$ - none - to be paid prior to construction, but is a gift to grantee from grantor.

The only other persons, firms or corporations known by grantor to have any interest in the foregoing premises are: none.

IN WITNESS WHEREOF, the grantor above named has heretofore set its hand and seal this 20th day of May, 1970.

FISCHER'S FOREST PARK
PROPERTY OWNERS' ASSOCIATION

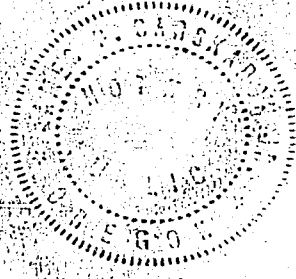
By Roger E. Amick
President

G. Clayton Teach
Secretary

2

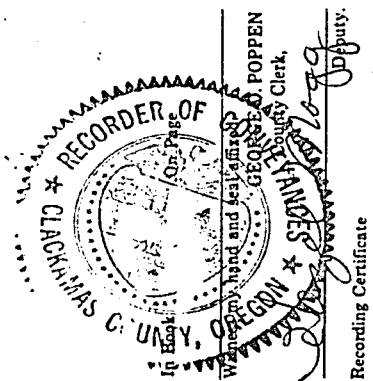
STATE OF OREGON)
) ss.
County of Clackamas)

On this _____ day of May, 1970, before me personally appeared Roger E. Smelser and C. Clayton Teach, who being duly sworn did say that he, Roger E. Smelser, is the President, and he, C. Clayton Teach, is the Secretary, of Fischer's Forest Park Property Owners' Association, an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and Roger E. Smelser and C. Clayton Teach acknowledged said instrument to be its voluntary act and deed.



James L. ...
Notary Public for Oregon
My Commission Expires 3 April 1972

STATE OF OREGON, }
County of Clackamas, } ss.
I, George D. Poppen, County Clerk, Ex-Officio
Recorder of Conveyances and Ex-Officio Clerk
of the Circuit Court of the State of Oregon, for
the County of Clackamas, do hereby certify that
the within instrument of writing was received by
me and recorded in the records of
DEED
1973 AUG 15 PM 2 45
73 25894
of said County at



3