



Commissioners encourage public to attend public meeting digitally.

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

AGENDA ***Revised**

*Added consent agenda item A.3, A.4
Removed consent agenda item C.4*

Thursday, June 18, 2020 - 10:00 AM **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2020-39

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****COVID-19 Update**

I. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution 1946 Approving the Housing Authority of Clackamas County's Fiscal Year 2020/2021 Budget
2. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of Fiscal Year 2020

III. BOARD DISCUSSION ITEM *(The following items will be individually discussed by the Board only, followed by Board action.)*

Board of County Commissioners

1. Resolution No. ____ Denouncing Racism, Condemning Violence, and Countering Systemic Discrimination (BCC)

II. PUBLIC HEARINGS (13 Public Hearing related to Budget)

Clackamas County Budget

1. Resolution No. ____ Adopting the Clackamas County Budget for the 2020-2021 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021 (Elizabeth Comfort, Finance)
2. Resolution No. ____ Adopting Changed Fees for Clackamas County for Fiscal Year 2020-2021 (Stephen Madkour, County Counsel)
3. Ordinance No. ____ Adopting Changed Fines for Clackamas County for Fiscal Year 2020-2021 and Declaring an Emergency (Stephen Madkour)

Enhanced Law Enforcement District

4. Resolution No. ____ Adopting the Enhanced Law Enforcement District Budget for the 2020-2021 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021 (Elizabeth Comfort)

Clackamas County Extension & 4-H Service District

5. Resolution No. _____ Adopting the Clackamas County Extension & 4-H Service District Budget for the 2020-2021 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021 (Elizabeth Comfort)

Library Service District of Clackamas County

6. Resolution No. _____ Adopting the Library Service District of Clackamas County 2020-2021 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021 (Laura Zentner)

North Clackamas Parks & Recreation District

7. Resolution No. _____ Adopting the North Clackamas Parks & Recreation District's 2020-2021 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021 (Scott Archer)
8. Resolution No. _____ for a North Clackamas Parks & Recreation District Supplemental Budget (Greater than 10 % and Transfer of Appropriations) for FY 2019-20 (Scott Archer)

Clackamas County Development Agency

9. Resolution No. _____ Adopting and Appropriating Funds for the 2020-2021 Fiscal Year Budget for the Clackamas County Development Agency (Dave Queener)

Service District No. 5, Street Lighting

10. Resolution No. _____ Adopting and Appropriating Funds for the 2020-2021 FY Budget for Clackamas County Service District No. 5 (Wendi Coryell)

Water Environment Services

11. Resolution No. _____ Adopting and Appropriating Funds for the 2020-2021 FY Budget for Water Environment Services (Greg Geist, WES)
12. Board Order No. _____ Amending and Adopting Rates and Charges for Water Environment Services (Greg Geist)
13. Board Order No. _____ Establishing System Development Charges for Water Environment Services for Fiscal Year 2020-2021 (Greg Geist)

III. CONSENT AGENDA

A. Health, Housing & Human Services

1. Approval of Intergovernmental Agreement No. 160440, Amendment with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents – *Social Services*
2. Approval of Software Services Agreement / Procurement of Software Services with Firstwatch Solutions Inc. for the Public Health Division - *Procurement*
- *3. Approval of Assignment of Two Agreements with Northwest Housing Alternatives, LLC for the Pleasant Avenue Apartments Project in Oregon City – *Housing & Community Development*

- *4. Approval of a Grant to Clackamas Women’s Services to Administer COVID-19 Rental Relief Program Funds and Approval of a Grant to Northwest Family Services to Administer COVID-19 Rental Relief Program Funds

B. Finance Department

- 1. Approval of Extension of Lease #1 for the Willamette Building with Willamette Building Partnership
- 2. Approval of Extension of Lease #1 for the Homestead Building with Homestead Building, LLC for the Sandy Behavioral Health Center

C. Elected Officials

- 1. Approval of Previous Business Meeting Minutes – *BCC*
- 2. Approval of an Intergovernmental Agreement between the Clackamas County Sheriff’s Office and the City of Gladstone, Oregon to Participate in an Interagency Special Weapons and Tactics (SWAT) Team - *CCSO*
- 3. Request by the Clackamas County Sheriff’s Office to Approve Amendment Number 3 to the Agreement with the Oregon State Marine Board - *CCSO*
- 4. ***REMOVED** (*for further review*) - Approval of Intergovernmental Agreement Amendment No. 1 between Tri-County Metropolitan Transportation District of Oregon (Tri-Met), the City of Portland and Clackamas County Sheriff’s Office for Transit Police Services - *CCSO*
- 5. Approval of Intergovernmental Agreement No. 34057 between Clackamas County Sheriff’s Office and State of Oregon, acting by and through its Department of Transportation - *CCSO*
- 6. Request by the Clackamas County Sheriff’s Office to Enter into the Annual Operating and Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest - *CCSO*

D. County Counsel

- 1. Board Order No. _____ Adoption of a Previously Approved Land Use Zone Change Application, File No. Z0546-19-Z – Kirchem Farm

E. Technology Services

- 1. Approval of Purchase Order for HPE Nimble Primary Storage Capacity and Annual Support from CDW Government LLC - *Procurement*

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

- 1. Resolution No. _____ for North Clackamas Parks and Recreation District for Transfer of Appropriations for Fiscal Year 2019-2020

V. WATER ENVIRONMENT SERVICES

- 1. Approval of Amendment No. 1 to the Agreements between Water Environment Services and Hillsboro Landfill, Inc.; Valley Landfills, Inc.; Wasco County Landfill, Inc.; and Waste Management Services of Oregon, Inc. for Disposal of Biosolids, Grit, Screenings and *Debris* - *Procurement*

VI. 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. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

June 18, 2020

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Resolution 1946 Approving the Housing Authority of Clackamas County's
Fiscal Year 2020/2021 Budget

Purpose/Outcomes	Approval of the Housing Authority 2020-2021 budget, and approval to submit to the U.S. Department of Housing and Urban Development
Dollar Amount and Fiscal Impact	\$27,044,088
Funding Source	U.S. Department of Housing and Urban Development
Duration	July 1st 2020 - June 30th 2021
Previous Board Action	The Fiscal Year Housing Authority Budget was presented to the HACC board in a policy session on June 16, 2020
Counsel Review	N/A
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of its FY 2020/2021 Agency-Wide Budget and approval of Resolution 1946, which allows the Housing Authority to submit its budget to the U.S. Department of Housing and Urban Development.

As required by the U.S. Department of Housing and Urban Development (HUD), the Low Rent Public Housing budget is allocated by project. HACC has a total of four Public Housing projects. HUD requires that the Public Housing Budget have its own Board Resolution and Board certification.

The HACC 2020/2021 Agency-Wide budget meets the requirements set forth in HUD's Financial Management Handbook for Public Housing Authorities. The Budget is organized by HACC's six functions:

- Low Rent Public Housing (referred to as LRPH in the budget document)
- Development
- Central Office (Administration)
- Section 8 Housing Choice Voucher Program (referred as Vouchers in the budget document)
- Programmatic Grants (referred to as Grants in the budget document)
- Local Projects (affordable and special needs housing, not including low rent Public Housing)

The proposed budget of \$27,044,088 is for fiscal year 2020-2021 (July 1, 2020-June 30, 2021). The total operating surplus for this year is projected to be \$38,980.

RECOMENDATION:

HACC recommends the approval of both Resolution 1946 adopting HACC's 2020-2021 Public Housing Budget; and the Agency-wide 2020-2021 Budget. Furthermore, HACC recommends approval for the Chair to sign HUD form 52574 and HACC's Board Resolution Approving the Operating Budget.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

ATTACHMENTS:

- Resolution 1946
- Study Session Packet including:
 - Housing Authority Fund Narrative
 - Housing Authority Organizational Chart
 - Division Purpose Statement
 - HACC FY 2020/2021 Agency Wide Budget
 - HACC FY 2020/2021 Public Housing by Project Budget
 - Budget graphs
- HUD form 52574

In the Matter of Approving the
Housing Authority's 2019-2020
Public Housing Operating
Budget by Project

RESOLUTION NO. 1946

Whereas, the Housing Authority Board of Commissioners has reviewed the Public Housing Operating Budget by Project for Fiscal Year ending June 30, 2021 and

Whereas, they certify that all regulatory and statutory requirements have been met and that the Housing Authority has sufficient operating reserves to meet the working capital needs of its developments, that the budget expenditures are necessary in the efficient and economical operation of its housing for the purposes of serving low-income residents, and

Whereas, the budget indicates a source of funds adequate to cover all proposed expenditures, and

Whereas, the calculation of eligibility for federal funding is in accordance with the provisions of the regulations and that all proposed rental charges and expenditures will be consistent with provisions of the law, and

Whereas, the Housing Authority will comply with the wage requirements under 24 CFR 968.11 (e) or (f) or 24 CFR 905.120 (c) and (d), and

Whereas, the Housing Authority will comply with requirements for the reexamination of family income and composition,

NOW THEREFORE, BE IT RESOLVED that the Housing Authority of Clackamas County, Oregon Public Housing Operating Budget by Project is hereby approved for submittal to the U.S. Department of Housing and Urban Development.

Motion was made by _____ and seconded by _____

DATED this 18 day of June, 2020

**BOARD OF COUNTY COMMISSIONERS OF THE
HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

Chair

Recording Secretary

EXHIBIT A - List of Lessees

Local Project - Schedule of Lessees & Rent and Lease Schedule						
	Address	City	Lessee	Program	Term - Years	2020 - 2022 Rent
1	13581 Jason Lee Drive	Oregon City	Albertina Kerr	I/DD	2	\$1,187.00
2	4808 SE View Acres	Milwaukie	Albertina Kerr	I/DD	2	\$1,187.00
3	2286 Lindenbrook	Milwaukie	Albertina Kerr	I/DD	2	\$1,187.00
4	4808 SE Hull Street	Milwaukie	Alternative Services	I/DD	2	\$712.00
5	18980 Leland Road	Oregon City	Cascadia Behavioral Health	I/DD	2	\$1,256.00
6	304 Pearl Street	Oregon City	Cascadia Behavioral Health	I/DD	2	\$1,256.00
7	11458 McEachron	Milwaukie	Columbia Care Services,	I/DD	2	\$1,009.00
8	6662 SE Furnberg	Milwaukie	Northwest Mental Health	I/DD	2	\$1,187.00
9	9054 SE 42nd	Milwaukie	Northwest Mental Health	I/DD	2	\$1,187.00
10	13538 Gaffney Ln	Milwaukie	Northwest Mental Health	I/DD	2	\$949.00
11	376 Warner Parrot	Milwaukie	Northwest Mental Health	I/DD	2	\$949.00
12	2885 SE Maple St.	Milwaukie	Northwest Mental Health	I/DD	2	\$1,187.00
13	15323, 15325,15327 Risley	Milwaukie	Northwest Mental Health	I/DD	2	\$1,187.00
14	3050 Lazy River	West Linn (Privacy of Location)	Northwest Mental Health	I/DD	2	\$1,187.00
15	(Privacy of Location)	(Privacy of Location)	Northwest Family Services	Shelter Foster	2	\$1,158.00
16	144 Molalla	Oregon City	The Inn Home For Boys	Youth	2	\$1,282.00
17	146 Molalla	Oregon City	Central City Concern	LEAD	1	\$250.00
TOTAL MONTHLY REVENUE						\$18,317.00
Line	NOTES to TABLE					
1-14	I/DD = Intellectually and Developmentally Disabled Shelter = Special Needs Homeless Shelter - Address not disclosed for privacy and safety of occupants					
15	Foster Youth - Program to house Foster teens transitioning to adulthood					
16	LEAD - :Law Enforcement Assistance Diversion for					
17						

*homeless persons - office space
not housing*

Description of Fund

The Housing Authority provides affordable and safe housing to low income residents by owning and managing a portfolio of approximately 1,100 units, and by administering the Housing Choice Voucher program of over 1,800 vouchers.

Many clients are elderly or disabled, or former victims of domestic violence who are now single women-head of household with children. There are six (6) budget activities: Low Rent Public Housing (operation of 445 public housing units); Housing Choice Vouchers (administration of the voucher program and pass through rent assistance); Local Projects (operation of 355 other affordable and special needs housing units); Central Office (administration and finance); Housing Development (creating new housing or preserving existing units); and Grants (Capital Fund and Resident Self-Sufficiency).

Revenue Summary

Ninety percent (90%) of revenues are Federal funds, allocation from Congress through the U.S. Department of Housing and Urban Development (HUD) in the following form: Public Housing Operating Subsidy for the operations of public housing; Capital Fund Grant for major physical repairs of public housing; Voucher Admin Fee for the administration of the voucher program; Housing Assistance Payment for pass through rent assistance to landlords; and Grants for Family Self-Sufficiency and Resident Services. The total amount is \$27,083,067. While this is a 6.7% increase over last year's budget the majority of the increase is from projected revenues generated from an increase in funding from HUD and development. This is a reflection of HUD's view on the need for housing.

Of that total, other non-federal earned revenue includes: Local Projects housing portfolio totaling \$739,446 and Development \$2,439,213. County estimated contributions of \$90,960 and \$150,000 to the Local Projects and Development, respectively, are additional sources of non-federal funds.

Expenditure Summary

Total expenditures are estimated to be \$27,044,088. The total operating surplus for this fiscal year is projected to be \$38,980. Central Office (Administration) is budgeted to lose <\$776,153> which is offset in total by Public Housing, Local Projects, Vouchers, and Development which show a combined surplus of \$815,133. Public Housing is budgeted to end the year with an operating surplus of \$126,222 and Housing Vouchers a surplus of \$24,264. The remaining amount to balance the funds is cash from Local Projects, Development, and Easton Ridge.

We continue to work diligently to identify and implement opportunities to reduce program delivery costs and streamline operations in program areas where expenditures exceed revenue.

Significant Issues & Changes

HUD funding dramatically impacts HACC's budget. An example is the Voucher Program which continues to receive from HUD a proration of approximately 80% of allowable administrative fees. HACC has reduced Voucher frontline FTE's in past budgets in response to these cuts. This has resulted in an increased workload of about 120% of the industry standard for Section 8 administration.

Although we still have cash available from Easton Ridge, development fees have been distributed except for an amount reserved by OHCS. HACC is working with our property manager to have these remaining funds released. We expect to receive approximately \$570,000 once all OHCS requirements have been met.

Low Rent Public Housing (LRPH)

Property Managers are responsible for management of 445 units of federally subsidized public housing in four Asset Management Property groupings. Each property manager is responsible for a portfolio of housing units. To support the operations of the housing, each Property Manager has a staff of maintenance personnel and administrative support. Staff performs wait list management, unit leasing of new residents, grounds and unit maintenance, oversight of landlord/tenant issues, provision of resident services, and annual recertification of resident income per HUD guidelines to maintain housing eligibility. .

Voucher Program

The Voucher staff oversees the issuance of over 1,800 rent subsidy vouchers for eligible clients to use in the rental of housing from private landlords who participate in the voucher program. To support this activity, staff manages waiting list and preferences, performs on-site rental inspections to meet housing quality requirements, issues vouchers to clients once eligibility requirements are met, responds to landlord/client issues, and recertifies each resident's income annually per HUD guidelines to maintain housing eligibility.

Local Projects

Local Projects includes HACC owned housing units that are self-managed or third-party managed that are not part of the Public Housing portfolio. Third-party managed units include Arbor Terrace in Molalla and Easton Ridge in Clackamas, managed by M.L.K. Property Management and Quantum Property Management, respectively. Self-managed units include 11 units of family affordable housing and 55 units of special needs housing either managed by HACC or leased to the County or to a third-party service provider.

Resident Services

Resident Services programs promote the development of local strategies to assess the needs of Public Housing and Section 8 residents and then coordinate available resources in the community to meet those needs.

These services enable participating families to increase earned income, reduce or eliminate the need for assistance, and make progress toward achieving economic independence and self-sufficiency. For elderly or disabled residents, the program helps improve living conditions and enable residents to age-in-place. For low-income families the program provides opportunities for education, job training, counseling and other forms of social service assistance.

HACC received HUD grants for Resident Services in both major programs. In Public Housing this is the Resident Opportunities and Self Sufficiency (ROSS) Grant Program. In Section 8, it's the Family Self-Sufficiency (FSS) Program. The total budget for both grants annually is \$226,709.

County General Funds through the Affordable Housing & Services Fund Policy Level Proposal, allowed us to expand the resident services team through four contracts with additional service providers. The service providers dedicated to serving Public Housing residents include Home Forward, who provides additional service coordination valued at \$99,999/year; Mental Health Association and Addiction of Oregon who provides peer support services valued at \$94,925.34; and Social Services Division who provides case management services valued at \$60,000. The fourth contract is with Do Good Multnomah to provide resident services to HACC's newly acquired Veteran housing property, Clayton Mohr, valued at \$120,000/year.

Development

Director of Development oversees all of the development activities that involve HACC funding or impact HACC properties. The Director of Development works with the Development staff to manage projects, explore new developments, and facilitate the planning and pre-development meetings associated with the potential sale and/or redevelopment of HACC Public Housing properties.

Central Office

The Central Office oversees the administrative operations of the agency. Functions include the Executive Director who provides general oversight; the Housing Asset Manager, who oversees Low Rent Public Housing (LRPH), Local Project, and Tax Credit property, the Deputy Director-Finance who oversees HACC's finances and financial reporting requirements, and the Administrative Services Supervisor who oversees office staff and is responsible for administering special HACC projects and activities.

Grants

HUD provides an annual Low Rent Public Housing Capital Fund grant for the renovation and modernization of public housing. HUD also provides a grant for permanent supportive housing, called Shelter Plus-Care, for disabled homeless residents coming off the Coordinated Housing Assessment waitlist.

HOUSING AUTHORITY OF CLACKAMAS COUNTY ORGANIZATIONAL CHART

(May 2020)

47 STAFF; 4 Interns; 3 Contracted Staff
Bold = Management Team

EXECUTIVE DIRECTOR (4)
 Jill Smith

OPERATIONS MANAGER (6)
 Toni Karter

DEPUTY DIRECTOR FINANCE
 Jason Kirkpatrick (3)

DIRECTOR OF DEVELOPMENT (5)
 Stephen McMurtrey

ADMIN SERVICE SUPERVISOR (5)
 Elizabeth Miller

Management Analyst II
 Deyvin Molina

Administrative Specialist II
VACANT

Property Manager
 Sonja Souder (5)
 CH & OCVM 200 units

Property Manager
 Craig Beals (5)
 SS, LPF, Clack Apt 257 units

Property Manager
 Allison Coe (4)
 Hillside 200 units

Human Services Supervisor (9)
 Debbie Greene

Accounting Spec. III
 Lindy Beals

Housing Developer, Senior
 Devin Ellin

ASSET MANAGER (1)
 Rich Malloy

RESIDENT SERVICES CONTRACT ADMINISTRATION

Office Specialist II
 Susan Wameke

Occupancy Specialist
 Liane Tankersley

Occupancy Specialist
 Elena Sizmin

Occupancy Specialist
VACANT

Lead Occupancy Specialist
 Michell Paresi

Accounting Spec. I
 Betty McKee

Housing Developer
 Angel Sully

Capital Improvement Coordinator
 Josh Teigen

Human Services Spec. II
 Jemila Hart

Office Specialist II
 Cynthia Boettcher

Maintenance Coord.
 Don Miller

Maintenance Coord.
 Brent Hoffman

Maintenance Coord.
 Thomas Williams

Occupancy Specialist
 Sandra Breuer

Accounting Spec. I
 Anne O'Reilly

Housing Developer
VACANT

545 Public Housing Units

FSS Specialist
 Hillary Merritt

Office Assistant
 Linda Keener

Maintenance Spec.
 Miguel Montoya Aquirre

Maintenance Spec.
 Spencer Bacon

Maintenance Spec.
 Gene Shein

Housing Inspector
 Donna Mendenhall

Administrative Specialist I
 Bayley Knutson

67 Affordable Units
 (local projects)

Contracted Services:
 1 PT Easterseals
 .8 FTE Americorp
 1 PT PSU Intern
 1 FTE Peer Support
 1 FT Case Manager
 1 FTE Resident Services

1 PT Easterseals

Maintenance Spec.
VACANT

Maintenance Spec.
 George Buckman

Maintenance Asst.
 Jack Bair

Housing Inspector
 Aaron Weinmann

Contracted Services:
 Veteran Village (15 units)

Maintenance Asst.
 Jose Magallon

Maintenance Asst.
 Bucho Garzon

Occupancy Specialist
 Jon Garcia

3rd Party Prop Mgmt
 Quantum Properties: Easton Ridge (264 units)
 MLK Properties: Arbor Terrace (24 units)

Pleasant Avenue
 Veteran Housing (24 units)

Gladstone Project
 SRO Housing (50 units)

Indicates property to be owned by HAAC



Housing Authority

Division Purpose Statement

The purpose of the Housing Authority of Clackamas County is to provide voucher, public housing, maintenance, and resident services to low-income individuals who receive, or who have qualified to receive, assistance from the Housing Authority so they can experience stable, affordable, and quality housing.

Housing Authority of Clackamas County

Jill Smith - Executive Director
 Jason Kirkpatrick - Deputy Director - Finance
 FTE 44

Total Request \$ 27,044,088

General Fund Support \$ 240,960

HACC

Jill Smith - Division Director

Total Request
 \$27,044,088

Gen Fund \$ 240,960

Public Housing

Total Request
 \$3,563,939

Gen Fund \$ -

Housing Vouchers

Total Request
 \$17,282,656

Gen Fund \$ -

Development

Total Request
 \$1,930,596

Gen Fund \$ 150,000

Grants

Total Request
 \$2,387,119

Gen Fund \$ -

Central Office

Total Request
 \$1,296,362

Gen Fund \$ -

Local Projects

Total Request
 \$583,417

Gen Fund \$ 90,960

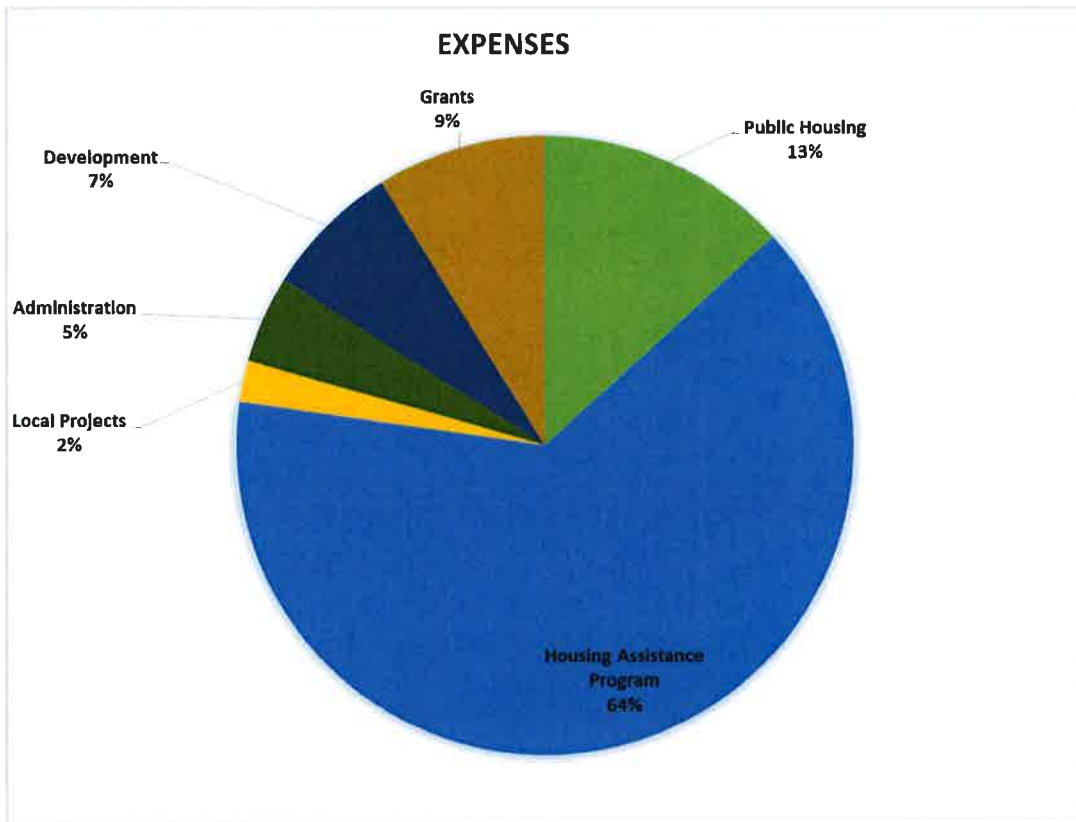
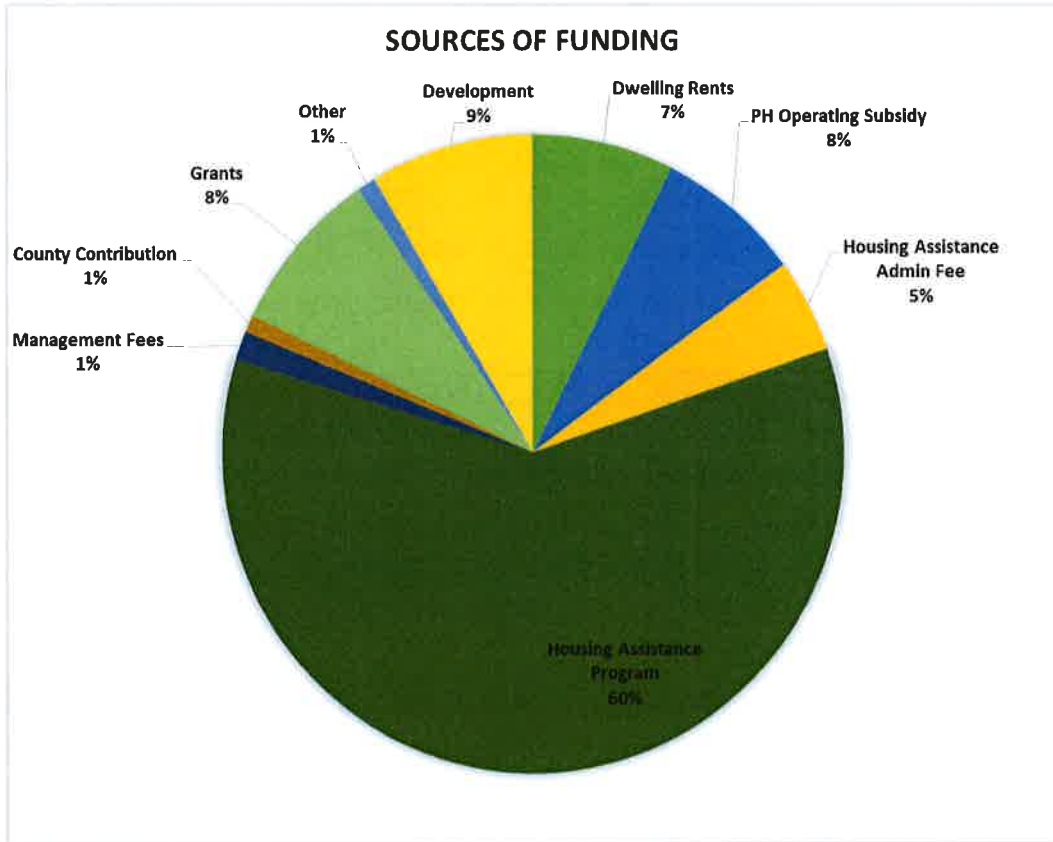
Housing Authority of Clackamas County
 All Programs Budget
 Fiscal Year 2020/2021

	Public Housing	Housing Vouchers	Local Projects	Central Office	Development	Grants	FY21 Total	FY 2020 6/30/2020 Budget	FY 2019 6/30/2019 Budget	FY 2018 6/30/2018 Budget	\$ Change from Prior Year Budget	% Change from Prior Year Budget
Revenue:												
Dwelling rent	1,468,100		571,190				2,039,290	2,383,065	2,223,249	1,896,896	(343,775)	-14.43%
Vacancy loss	(51,500)		(4,317)				(55,817)	(63,443)	(47,202)	(58,140)	7,626	-12.02%
Other tenant income	109,500	29,370	4,800				143,670	178,790	160,062	128,603	(35,120)	-19.64%
Operating subsidy	1,893,561	1,425,000		122,559		27,000	3,468,120	3,493,992	3,683,350	3,289,044	(25,872)	-0.74%
Housing assistance payments		15,723,082				445,920	16,169,002	15,192,953	14,404,534	12,214,586	976,049	6.42%
Mgmt fees				397,650			397,650	468,206	455,626	453,705	(70,556)	-15.07%
Interest income	500						500	20,550	20,931	23,295	(20,050)	-97.57%
County contribution			90,960		150,000		240,960	240,960	271,971	90,960		0.00%
Grant revenue	270,000	129,468				1,871,693	2,271,161	2,169,168	1,147,105	888,423	101,993	4.70%
Other/In-kind			76,813		2,289,213	42,505	2,408,531	1,302,348	769,293	693,862	1,106,183	84.94%
TOTAL REVENUE	3,690,161	17,306,920	739,446	520,209	2,439,213	2,387,118	27,083,067	25,386,589	23,088,939	19,621,234	1,696,478	6.68%
AVAILABLE RESOURCES	3,690,161	17,306,920	739,446	520,209	2,439,213	2,387,118	27,083,067	25,386,589	23,088,939	19,621,234	1,696,478	6.68%
ADMINISTRATIVE EXPENSE:												
Salaries	408,401	716,035	117,672	638,466	512,704	9,225	2,402,504	2,132,370	1,918,999	1,701,019	270,134	12.67%
Employee benefits	261,631	443,837	69,557	400,750	258,914	6,558	1,441,247	1,339,754	1,108,321	1,007,673	101,493	7.58%
Legal fees	15,400	2,200	700	3,600	5,000		26,900	33,000	28,817	29,896	(6,100)	-18.48%
Staff training/travel	18,000	7,700	500	10,000	10,000		46,200	46,700	35,135	22,685	(500)	-1.07%
Auditing fees	19,833	13,501	1,143	7,983	5,397		47,857	46,274	45,534	44,400	1,583	3.42%
Other administrative expenses	164,445	279,153	124,742	215,062	1,138,581		1,921,983	1,579,364	1,313,266	1,223,059	342,619	21.69%
Management fee expense	397,650						397,650	468,206	455,626	453,708	(70,556)	-15.07%
TOTAL ADMINISTRATIVE	1,285,361	1,462,425	314,314	1,275,862	1,930,596	15,783	6,284,341	5,645,668	4,905,698	4,482,440	638,673	11.31%
TENANT SERVICES:												
Salaries	16,059	60,570				51,759	128,388	110,820	111,800	108,016	17,568	15.85%
Benefits	11,066	28,578				35,666	75,311	68,673	78,031	75,060	6,638	9.67%
Other	12,600					36,816	49,416	50,616	70,227	31,000	(1,200)	-2.37%
TOTAL TENANT SERVICES	39,726	89,148	-	-	-	124,241	253,115	230,109	260,058	214,076	23,006	10.00%
UTILITIES:												
Water	163,500		11,100				174,600	204,085	182,554	171,689	(29,485)	-14.45%
Sewer	348,500		32,200				380,700	465,779	428,064	413,170	(85,079)	-18.27%
Electricity	26,700		10,700	6,900			44,300	117,400	106,701	119,090	(73,100)	-62.27%
Gas	3,700			3,800			7,500	26,300	25,991	33,871	(18,800)	-71.48%
TOTAL UTILITIES	542,400	-	54,000	10,700	-	-	607,100	813,564	743,310	737,820	(206,464)	-25.38%

Housing Authority of Clackamas County
Public Housing Budget

	Clackamas Heights (501)	Scattered Sites (502)	Hillside Park (503)	OCVM (504)	Hillside Manor (505)	Public Housing FY21 Total
INCOME:						
Dwelling rent	334,400	630,900	260,900	241,900	-	1,468,100
Vacancy loss (3%)	(10,000)	(20,000)	(6,500)	(15,000)	-	(51,500)
Other tenant income	19,400	33,000	22,100	35,000	-	109,500
Operating subsidy	451,000	519,487	398,168	524,906	-	1,893,561
Interest income	50	300	100	50	-	500
Grant revenue	50,000	100,000	65,000	55,000	-	270,000
Other/Inkind	-	-	-	-	-	-
TOTAL REVENUE	844,850	1,263,687	739,768	841,856	-	3,690,161
ADMINISTRATIVE EXPENSE:						
Salaries	89,578	146,268	86,328	86,227	-	408,401
Employee benefits	61,305	94,467	52,830	53,029	-	261,631
Legal fees	900	7,500	2,000	5,000	-	15,400
Staff training/travel	4,500	4,500	4,500	4,500	-	18,000
Auditing fees	4,451	6,489	4,439	4,454	-	19,833
Other administrative expenses	46,859	49,400	34,100	34,086	-	164,445
Management fee expense	89,500	129,300	88,900	89,950	-	397,650
TOTAL ADMINISTRATIVE	297,093	437,924	273,097	277,246	-	1,285,361
TENANT SERVICES:						
Salaries	3,608	5,236	3,608	3,608	-	16,059
Benefits	2,486	3,608	2,486	2,486	-	11,066
Other	3,400	1,300	4,500	3,400	-	12,600
TOTAL TENANT SERVICES	9,494	10,143	10,594	9,494	-	39,726
UTILITIES:						
Water	36,600	65,600	28,100	33,200	-	163,500
Sewer	91,700	105,500	57,300	94,000	-	348,500
Electricity	8,500	2,200	6,400	9,600	-	26,700
Gas	800	1,300	800	800	-	3,700
TOTAL UTILITIES	137,600	174,600	92,600	137,600	-	542,400
MAINTENANCE:						
Labor	99,461	242,943	163,495	100,466	-	606,366
Benefits	62,636	178,030	118,028	63,268	-	421,962
Materials	19,300	61,800	16,400	30,600	-	128,100
Garbage contracts	36,300	58,700	34,200	30,500	-	159,700
Other contracts	55,600	91,500	30,100	26,900	-	204,100
TOTAL MAINTENANCE	273,297	632,973	362,223	251,735	-	1,520,228
GENERAL EXPENSES:						
Insurance	17,325	32,800	16,900	23,200	-	90,225
Payment in Lieu of Taxes	11,000	50,000	18,000	7,000	-	86,000
TOTAL GENERAL EXPENSES	28,325	82,800	34,900	30,200	-	176,225
TOTAL EXPENSES	745,810	1,338,440	773,414	706,275	-	3,563,939
OPERATING SURPLUS (DEFICIT)	99,040	(74,753)	(33,646)	135,581	-	126,222

HACC 2020-2021 Budget



PHA Board Resolution
Approving Operating Budget

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 07/31/2019)

Public reporting burden for this collection of information is estimated to average **10 minutes per response**, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of Clackamas County PHA Code: OR001

PHA Fiscal Year Beginning: 7/1/2020 Board Resolution Number: 1946

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget approved by Board resolution on: 06/18/2020
- Operating Budget submitted to HUD, if applicable, on:
- Operating Budget revision approved by Board resolution on:
- Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Jim Bernard	Signature:	Date:
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June 18, 2020

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Fourth Quarter of Fiscal Year 2020

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2020
Dollar Amount and Fiscal Impact	\$14,060.42 in total collection losses
Funding Source	N/A
Duration	April 1, 2020 – June 30, 2020
Previous Board Action/Review	First, second, and third quarter collection losses were approved by the Housing Authority Board of Commissioners.
Counsel Review	N/A
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2020 (April 1, 2020 – June 30, 2020). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the fourth quarter of fiscal year 2020 is \$14,060.42 for Low Rent Public Housing. Of the total, \$1,205.10 was for uncollected rents and \$12,855.32 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant. As a business practice, HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and reported to a Federal database that prohibits their participation in any other federally subsidized program nationally until such debt is paid.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

 HHS Deputy IFO

Richard Swift, Director
Health, Housing and Human Services

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

A Resolution Condemning
Violence and Racism Directed at
Black, African Americans and all
People of Color



Resolution No. _____
Page 1 of 2

WHEREAS, We are shocked and appalled by the horrific actions leading to George Floyd’s death, and we stand with his family, community and this country in a call for justice; and

WHEREAS, our nation has been guilty of committing acts of oppression against Black and African Americans for more than four hundred years, and urgent progress must be made to achieve racial justice; and

WHEREAS, recent incidents of violence directed toward Black and African Americans is an outrage; and

WHEREAS, these acts represent a blatant disregard for the dignity and sanctity of human life; and

WHEREAS, the Black and African American struggle highlights the historic and unconscionable racism that exists against people of color; and

WHEREAS, too many Black, African Americans and People of Color in our country live in fear of losing their lives because of the color of their skin; and

WHEREAS, our nation’s future well-being relies on a public system that confronts systemic bias, institutionalized racism and supports efforts to ensure that Black, African American and all People of Color thrive in the communities where they live; and

WHEREAS, Clackamas County has a shared core value of equity and is committed to respecting every individuals right to dream and their history and cultural heritage being celebrated; and

WHEREAS, Clackamas County has a shared core value of care, in that we develop inclusive and welcoming environments for all people.

NOW THEREFORE, the Clackamas County Board of Commissioners do hereby resolve as follows:

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

A Resolution Condemning
Violence and Racism Directed at
Black, African Americans and all
People of Color



Resolution No. _____
Page 2 of 2

1. Clackamas County Board of Commissioners and all its staff join with America in sharing its anger, shame and sorrow about the intolerable violence directed at Black, African Americans and People of Color.
2. Clackamas County Board of Commissioners condemns the violent and disrespectful treatment of Black, African Americans and People of Color. Our organization does not and will not tolerate, nor accept in any way, treatment of Black, African American or People of Color that degrades their dignity or disregards their human life.
3. Clackamas County Board of Commissioners calls on all elected officials and all government agencies to recognize the value and contribution of the lives of Black, African Americans, and all People of Color to remove barriers to greater to equality.
4. Clackamas County will review all of its policies and ordinances for any discriminatory impacts and practices and encourage other jurisdictions to do the same.
5. Clackamas County Board of Commissioners will engage in listening and learning opportunities with communities of color to learn of their experiences to better help in improving policies and practices that include but not limited to law enforcement, justice system, economic disparities, education disparities, and land use and transportation policies that displace communities and low income families disproportionately.

DATED this 18th day of June, 2020

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Jim Bernard
Chair

Sonya Fischer
Commissioner

Ken Humberston
Commissioner

Paul Savas
Commissioner

Martha Schrader
Commissioner



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Adopting the Clackamas County 2020-2021
Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021

Purpose/Outcome	Budget adoption for Clackamas County FY 2020-2021
Dollar Amount and Fiscal Impact	The effect is to adopt a budget of \$892,167,337.
Funding Source	Includes Prior Year Revenues, Fund Balance, Fees, Licenses, Permits, Fines, Assessments and Other Service Charges, Federal, State Other Grants, Revenue from Bonds and Other Debt, Interfund Transfers, Internal Service Reimbursements, Other Resources and Taxes.
Duration	July 1, 2020-June 30, 2021
Previous Board Action/Review	Budget Committee approval May 29, 2020.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Elizabeth Comfort, 503-742-5405

BACKGROUND:

Attached are the Resolution and exhibit to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and impose taxes.

This Resolution establishes a budget for Clackamas County July 1, 2020 through June 30, 2021 inclusive of \$892,167,337.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Resolution and exhibit.

Sincerely,

Elizabeth Comfort
Finance Director, Interim

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

In the Matter of Adopting a Budget
Making Appropriations and Imposing
and Categorizing Taxes from the
Period of July 1, 2020 to June 30,
2021 for Clackamas County



Resolution No. _____
Page 1 of 2

BE IT RESOLVED that the Board of Commissioners of Clackamas County hereby adopts the budget approved by the Clackamas County Budget Committee in compliance with Oregon Local Budget Law in the total amount of \$892,167,337 and establishes appropriations as detailed in the attached Exhibit A, which is, by this reference, incorporated herein. This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon, and available for viewing online at <https://www.clackamas.us/budget>.

BE IT RESOLVED that in conformance with Governmental Accounting Standards Board Statement Number 54, the County acknowledges that amounts transferred from the General Fund in operational support to the Sheriff's Operations Fund (216), The District Attorney Fund (220), The Juvenile Fund (260) and the Community Corrections Fund (219) for Fiscal Year 2020-21 are 'committed funds' as defined in GASB Statement 54.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2020-2021 upon the assessed value of all taxable property within the district:

- (1) At the rate of \$2.4042 per \$1,000 of assessed value for permanent rate tax in cities which provide their own police patrol service; and
- (2) At the rate of \$2.9766 per \$1,000 of assessed value for permanent rate tax in remaining cities and unincorporated areas; and
- (3) At the rate of \$0.2480 per \$1,000 of assessed value for local option tax; and
- (4) In the amount of \$5,319,000 for debt service for general obligation bonds.

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

In the Matter of Adopting a Budget
Making Appropriations and imposing
and Categorizing Taxes from the
Period of July 1, 2020 to June 30,
2021, for Clackamas County



Resolution No. _____
Page 2 of 2

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

General Government Limitation	
Permanent Rate Tax	\$2.4042/\$1,000
Permanent Rate Tax	\$2.9766/\$1,000
Local Option Tax	\$0.2480/\$1,000

Excluded from Limitation
General Obligation Bond Debt Service \$5,319,000

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

The above statements were approved and declared adopted on this 18th day of June,
2020

DATED this 18th day of June, 2020

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

**SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2020-21**

<u>GENERAL FUND</u>	<u>APPROPRIATION</u>
Board of County Commissioners	1,965,900
County Administration	2,391,191
County Counsel	3,031,453
Human Resources	4,940,449
Assessor	8,800,510
Clerk	3,125,643
Transportation & Development	1,229,032
Finance	8,118,298
Treasurer	1,115,170
Public & Government Affairs	5,038,930
Not Allocated to Organizational Unit:	
Personnel Services	22,920,026
Materials & Services	8,819,079
Debt Service	244,303
Special Payments	2,905,258
Interfund Transfer	115,844,231
Contingency	29,799,837
FUND TOTAL	\$ 220,289,310
 <u>COUNTY FAIR FUND</u>	
Culture, Education and Recreation	2,169,746
Not Allocated to Organizational Unit:	
Special Payments	1,000
Contingency	206,568
FUND TOTAL	\$ 2,377,314
 <u>BUILDING CODES FUND</u>	
General Government	8,590,333
Not Allocated to Organizational Unit:	
Contingency	4,500,000
FUND TOTAL	\$ 13,090,333
 <u>CLACKAMAS COUNTY RESOLUTION SVCS FUND</u>	
General Government	1,563,643
FUND TOTAL	\$ 1,563,643

Exhibit A

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2020-21

BUSINESS & ECONOMIC DEVELOPMENT FUND

Economic Development	3,522,342
Not Allocated to Organizational Unit:	
Interfund Transfer	63,000
Special Payments	1,788,421
Contingency	1,220,340
FUND TOTAL	<u>\$ 6,594,103</u>

DISASTER MANAGEMENT FUND

Public Safety and Protection	3,214,047
FUND TOTAL	<u>\$ 3,214,047</u>

LAW LIBRARY FUND

Public Safety and Protection	432,016
Not Allocated to Organizational Unit:	
Contingency	10,000
FUND TOTAL	<u>\$ 442,016</u>

LIBRARY SERVICES FUND

Culture, Education and Recreation	7,094,429
Not Allocated to Organizational Unit:	
Special Payments	1,850,000
Contingency	167,015
FUND TOTAL	<u>\$ 9,111,444</u>

PARKS FUND

Culture, Education and Recreation	3,030,291
Not Allocated to Organizational Unit:	
Special Payments	1,000
Contingency	252,077
FUND TOTAL	<u>\$ 3,283,368</u>

Exhibit A

**SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2020-21**

PLANNING FUND

Economic Development	4,496,726
Not Allocated to Organizational Unit:	
Contingency	223,044
FUND TOTAL	<u>\$ 4,719,770</u>

ROAD FUND

Public Ways and Facilities	69,447,614
Not Allocated to Organizational Unit:	
Interfund Transfer	4,260,000
Special Payments	5,637,101
Contingency	5,795,219
FUND TOTAL	<u>\$ 85,139,934</u>

SHERIFF FUND

Public Safety and Protection	101,256,500
Not Allocated to Organizational Unit:	
Interfund Transfer	360,922
Special Payments	45,000
FUND TOTAL	<u>\$ 101,662,422</u>

CODE ENFORCEMENT, RESOURCE CONSERVATION & SOLID WASTE

General Government	5,188,004
Not Allocated to Organizational Unit:	
Interfund Transfer	345,000
Contingency	676,726
FUND TOTAL	<u>\$ 6,209,730</u>

PROPERTY RESOURCES FUND

General Government	1,375,661
Not Allocated to Organizational Unit:	
Special Payments	165,000
Interfund Transfer	100,000
Contingency	146,958
FUND TOTAL	<u>\$ 1,787,619</u>

Exhibit A

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2020-21

COMMUNITY CORRECTIONS FUND

Public Safety and Protection	17,136,189
Not Allocated to Organizational Unit:	
Special Payments	267,311
FUND TOTAL	<u>\$ 17,403,500</u>

DISTRICT ATTORNEY FUND

Public Safety and Protection	14,663,445
Not Allocated to Organizational Unit:	
Interfund Transfer	19,000
Special Payments	500,000
FUND TOTAL	<u>\$ 15,182,445</u>

JUSTICE COURT FUND

Public Safety and Protection	2,138,482
Not Allocated to Organizational Unit:	
Special Payments	1,800,000
Contingency	775,774
FUND TOTAL	<u>\$ 4,714,256</u>

COUNTYWIDE TRANSPORTATION SDC FUND

Public Ways and Facilities	156,755
Not Allocated to Organizational Unit:	
Special Payments	9,000
Interfund Transfer	3,123,008
Contingency	1,250,000
FUND TOTAL	<u>\$ 4,538,763</u>

PUBLIC LAND CORNER PRESERVATION FUND

Public Ways and Facilities	802,042
Not Allocated to Organizational Unit:	
Contingency	125,000
FUND TOTAL	<u>\$ 927,042</u>

Exhibit A

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2020-21

HEALTH, HOUSING & HUMAN SERVICES ADMINISTRATION FUND

Health and Human Services	2,909,294
Not Allocated to Organizational Unit:	
Special Payments	793,060
Interfund Transfer	245,213
Contingency	120,000
FUND TOTAL	<u>\$ 4,067,567</u>

BEHAVIORAL HEALTH FUND

Health and Human Services	21,226,520
Not Allocated to Organizational Unit:	
Special Payments	1,230,142
Interfund Transfer	50,000
Contingency	4,622,908
FUND TOTAL	<u>\$ 27,129,570</u>

SOCIAL SERVICES FUND

Health and Human Services	34,199,665
Not Allocated to Organizational Unit:	
Special Payments	1,068,593
Contingency	1,579,022
FUND TOTAL	<u>\$ 36,847,280</u>

COMMUNITY DEVELOPMENT FUND

Economic Development	7,146,618
Not Allocated to Organizational Unit:	
Special Payments	320,000
Contingency	557,528
FUND TOTAL	<u>\$ 8,024,146</u>

CHILDREN YOUTH & FAMILIES FUND

Health and Human Services	7,749,488
Not Allocated to Organizational Unit:	
Special Payments	2,615,985
FUND TOTAL	<u>\$ 10,365,473</u>

Exhibit A

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2020-21

DOG SERVICES FUND

Health and Human Services	2,821,792
Not Allocated to Organizational Unit:	
Contingency	150,000
FUND TOTAL	<u>\$ 2,971,792</u>

COUNTY SAFETY NET LEGISLATION LOCAL PROJECTS FUND

Not Allocated to Organizational Unit:	
Materials & Services	13,174
FUND TOTAL	<u>\$ 13,174</u>

PUBLIC HEALTH FUND

Health and Human Services	11,591,505
Not Allocated to Organizational Unit:	
Special Payments	598,740
Contingency	384,085
FUND TOTAL	<u>\$ 12,574,330</u>

CLACKAMAS HEALTH CENTERS FUND

Health and Human Services	42,905,980
Not Allocated to Organizational Unit:	
Interfund Transfer	
Contingency	1,633,929
FUND TOTAL	<u>\$ 44,539,909</u>

TOURISM and TRANSIENT ROOM TAX FUND

Culture, Education and Recreation	1,026,813
Not Allocated to Organizational Unit:	
Interfund Transfer	1,154,045
Special Payments	254,455
Contingency	150,000
FUND TOTAL	<u>\$ 2,585,313</u>

Exhibit A

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2020-21

FOREST MANAGEMENT FUND

Culture, Education and Recreation	1,686,425
Not Allocated to Organizational Unit:	
Special Payments	1,000
Interfund Transfer	150,829
Contingency	108,494
FUND TOTAL	<u>\$ 1,946,748</u>

JUVENILE FUND

Public Safety and Protection	11,291,138
Not Allocated to Organizational Unit:	
Interfund Transfer	1,005,627
FUND TOTAL	<u>\$ 12,296,765</u>

CLACKAMAS COUNTY DEBT SERVICE FUND

Not Allocated to Organizational Unit:	
Debt Service	10,476,535
FUND TOTAL	<u>\$ 10,476,535</u>

GENERAL OBLIGATION BOND DEBT SERVICE FUND

Not Allocated to Organizational Unit:	
Debt Service	5,117,075
FUND TOTAL	<u>\$ 5,117,075</u>

CAPITAL PROJECTS RESERVE FUND

Public Ways and Facilities	5,390,081
FUND TOTAL	<u>\$ 5,390,081</u>

Exhibit A

SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2020-21

STONECREEK GOLF COURSE FUND

Golf Course (Business-type Activity)	3,113,956
Not Allocated to Organizational Unit:	
Special Payments	1,000
Contingency	308,111
FUND TOTAL	<u>\$ 3,423,067</u>

CLACKAMAS BROADBAND UTILITY FUND

Broadband Utility (Business-type Activity)	2,015,200
Not Allocated to Organizational Unit:	
Special Payments	39,000
Contingency	100,000
FUND TOTAL	<u>\$ 2,154,200</u>

RECORDS MANAGEMENT FUND

General Government	795,841
FUND TOTAL	<u>\$ 795,841</u>

FACILITIES MANAGEMENT FUND

General Government	14,817,887
Not Allocated to Organizational Unit:	
Interfund Transfer	1,000,000
FUND TOTAL	<u>\$ 15,817,887</u>

TELECOMMUNICATIONS SERVICES FUND

General Government	3,860,468
FUND TOTAL	<u>\$ 3,860,468</u>

Exhibit A

**SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2020-21**

TECHNOLOGY SERVICES FUND

General Government	13,649,970
Not Allocated to Organizational Unit:	
Interfund Transfer	372,800
Contingency	300,000
FUND TOTAL	<u>\$ 14,322,770</u>

CENTRAL DISPATCH FUND

Public Safety and Protection	8,500,300
Not Allocated to Organizational Unit:	
Special Payments	1,071,122
Contingency	235,408
FUND TOTAL	<u>\$ 9,806,830</u>

SELF-INSURANCE FUND

General Government	37,646,640
Not Allocated to Organizational Unit:	
Contingency	8,934,575
FUND TOTAL	<u>\$ 46,581,215</u>

RISK MANAGEMENT CLAIMS FUND

General Government	5,381,313
Not Allocated to Organizational Unit:	
Interfund Transfer	1,000,000
Contingency	8,804,136
FUND TOTAL	<u>\$ 15,185,449</u>

FLEET SERVICES FUND

General Government	5,878,807
Not Allocated to Organizational Unit:	
Contingency	96,807
FUND TOTAL	<u>\$ 5,975,614</u>

TOTAL	804,520,158
TOTAL APPROPRIATED	804,520,158
TOTAL UNAPPROPRIATED	87,647,179
TOTAL ADOPTED BUDGET	<u>\$ 892,167,337</u>



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

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

APPROVAL OF A RESOLUTION ADOPTING CHANGED FEES
FOR CLACKAMAS COUNTY FOR FISCAL YEAR 2020-2021

Purpose/Outcomes	The approval of the attached resolution completes the process of adopting fees for Fiscal Year 2020-2021. If approved, these fees will be incorporated into County Code and will be effective July 1, 2020.
Dollar Amount and Fiscal Impact	The cost to implement the new fees would be internal to the county involving staff time and resources.
Funding Source	Not applicable.
Duration	Fees will be effective July 1, 2020.
Previous Board Action	The Board heard from individual departments at various study sessions regarding these fees.
Counsel Review	6/8/20
Contact Person	Anja Mundy, County Counsel x 5396

Background:

All fees are reviewed annually by county departments. After review, departments propose new or changed fees for consideration by the Board in study session. The attached resolution reflects the new or changed fees. These fees have been previously reviewed by the Board and tentatively approved for adoption.

Recommendation:

Staff recommends the Board of County Commissioners approve and sign the attached resolution adopting changed fees for Clackamas County Fiscal Year 2020-2021.

Respectfully submitted,



Stephen L. Madkour
County Counsel

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

Resolution of the Clackamas County
Board of Commissioners Adopting
Changed County Fees for Fiscal Year
2020-2021



RESOLUTION No.
Page 1 of 1

NOW, THEREFORE; BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Section 1: Pursuant to Section 1.01.090 of the Clackamas County Code, the Board adopts the fees shown on the attachment which are incorporated by this reference.

Section 2: The Board hereby directs that the changes to fees shown on the attachment shall be included in Appendix A of the Clackamas County Code.

Section 3: The County shall charge all fees set by state or federal law. If such a fee is changed the County shall charge the new amount when it becomes effective.

Section 4: Pursuant to ORS 310.145, the Board classifies the fees adopted by this resolution as fees not subject to the limits of section 11b, Article XI of the Oregon Constitution.

Section 5: Effective Date. The changes to fees authorized by Section 1 of this resolution and shown on the attachments shall become effective on July 1, 2020.

DATED this 18th day of June, 2020.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

HOUSEKEEPING: FEE DESCRIPTION CHANGES & AUTHORIZING LEGISLATION UPDATES

DEPARTMENT / DIVISION CURRENT FEE DESCRIPTION	PROPOSED FEE DESCRIPTION	CURRENT AUTH. LEGISLATION	PROPOSED AUTH. LEGISLATION	COMMENTS
DTD - ENGINEERING				
Development Permit:				Add header - organize similar permits.
Commercial Development Traffic & Site Plan Review & Construction Inspection (includes apartments & condominiums)				Remove header; consolidate with fee description below.
Commercial, Multifamily, & Industrial Permit and Inspection	Commercial, multifamily, & industrial (includes apartments & condominiums); permit and inspection	Code §1.01.090		Description change.
Entrance Permit:				Add header - organize similar permits.
Residential (non-subdivision), logging, agricultural driveway permit & inspection, under 150 feet in length	New entrance; permit & inspection, under 150 feet in length	Code §1.01.090		Description change.
Residential (non new subdivision) Permit & Inspection, over 150 feet in length	New entrance; permit & Inspection, 150 feet and over in length	Code §1.01.090		Description change.
Urban Area Subdivision Driveway (New development with sidewalks & curbs within the UGB)	New entrance; permit & inspection, subdivision w/in UGB	Code §1.01.090		Description change.
Driveway resurface/replacement	Existing entrance; surface, resurface, minor upgrade and/or extend existing driveway	Code §1.01.090		Description change.
Refund; permit application withdrawn/denied	Refund; permit application withdrawn/denied	Code §1.01.090	Code §1.01.090	MOVE: Should be listed under "DTD - Engineering - Other Fees", not "Entrance Permits".
Right-of-Way Permit:				Add header - organize similar permits.
Ditches, culverts or drainage	Ditches, culverts, drainage, minor surfacing (under 5000 sf) or other minor work	Code §1.01.090		Description change.
Minor paving	Non-maintained local access road paving (5000 square feet or more)	Code §1.01.090		Description change.
Parade and race permit	Bike, run, walk, parade and race event w/ traffic control review	Code §1.01.090		Description change.

Attachment 1

Filming permit	Filming with traffic control review	Code §1.01.090		Description change.
Revocable Encroachment Permit	Revocable Encroachment (Individual)	Code §1.01.090		Duplicate & modify description to reflect level of effort required for different processes.
Revocable Encroachment Permit	Revocable Encroachment (Entity)	Code §1.01.090		
Permitting work in the right-of-way; work completed by DTD, DTD contractors or railroads	Work in the right-of-way completed by DTD, DTD contractors or railroads	Code §1.01.090		Description change.
Erosion Control Permit - Single-Family Residence	Erosion Control Review - Single-Family Residence	Code §1.01.090		Description change.
Erosion Control Permit - Non-Single Family Residence	Erosion Control-Review - Non-Single Family Residence	Code §1.01.090		Description change.
Surface Water and Erosion Control Plan Review	Surface Water Plan Review	Code §1.01.090		Description change.
Guide & Tourist-Oriented Directional sign:				Add header - organize similar permits.
Installation or replacement	Installation	Code §1.01.090		Description change.
Replacement/removal/reinstallation	Replacement / reinstallation	Code §1.01.090		Description change.
Hamlet or Village Sign:				Add header - organize similar permits.
Manufactur/installation/repair/ replacement	Hamlet or Village Sign - Manufacture/installation/repair/ replacement	Code §1.01.090		Description change.
DTD - PLANNING – Land Use Applications				
Agriculture Land Dwellings	Agriculture Land Dwellings - Type II	ZDO §1307.15		Description change.
Wireless telecommunication – Primary Use Type I	Wireless telecommunication – Type I	ZDO §1307.15		Description change. MOVE: Not alphabetical in the fee table.
GIS/AutoCAD mapping and drafting		Code §1.01.090		MOVE: Should be listed under "DTD - Planning - Other Fees", not "Land Use Applications".
Groundwater Hydrogeologic Review/Supplemental Review by a Qualified Professional		ZDO 1002	ZDO §1307.15	Proposed Authorizing Legislation update.
Interpretations to Planning Director	Interpretation; Comprehensive Plan OR Zoning & Development Ordinance	ZDO 1002	ZDO §1307.15	Description change. Proposed Authorizing Legislation update.
Land Use Compatibility Statement (LUCS)		ZDO §1307.15		MOVE: Should be listed under "DTD - Planning - Other Fees", not "Land Use Applications".

Attachment 1

Signs – No Design Review		ZDO §1307.15		MOVE: Should be listed under "DTD - Planning - Other Fees", not "Land Use Applications".
Wireless telecommunication facility – (Planning Director review)	Wireless telecommunication facility - Type I	ZDO §1307.15		Description change.

Attachment 1

DTD - PLANNING - Water Resource Applications				
Floodplain Development Permit	Floodplain Development Permit - Type II	ZDO §1307.15		Description change.
Floodway Fish Enhancement Permit	Floodplain Development Permit--Type I	ZDO §1307.15		Description change. Capture both Floodway Fish Enhancement Permit and other Floodplain Development Permits, Type I.
Willamette River Greenway Conditional Use Permit – Dock/Development located beyond 150' of the mean low water level	Willamette River Greenway Permit – Dock/Development located beyond 150' of the mean low water level	ZDO §1307.15		Description change.

PROPOSED FEE CHANGES - FY 2020/2021

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
DTD - ALL DIVISIONS						
Research fee	Code §1.01.090			x	[Varies by department program.]	\$120 hour; minimum 1 hour
Paper copies:						
8 1/2" x 11" or 14"	ORS 209.070 (3); Code §1.01.090		x	x	[Varies by department program.]	\$2 / page
11" x 17"	ORS 209.070 (3); Code §1.01.090		x	x		\$2.50 / page
18" x 24"	ORS 209.070 (3); Code §1.01.090		x	x		\$3.50 / page
Large Format	ORS 209.070 (3); Code §1.01.090		x	x		\$0.75 sq ft (\$5.00 minimum)
Credit/Debit card service fee; charged by US Bank	Not a COUNTY fee -- service fee is charged by US Bank on applicable transactions.				[Varies by department program - some departments still reflect a county adopted service fee, others reflect the bank service fee.]	Actual Cost.
DTD - ENGINEERING						
Development Permit and/or Development Agreement time extension	Code §1.01.090			x	N/A	\$400

Attachment 2

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
Plan review (beyond three reviews)	Code §1.01.090			x	N/A	Actual cost
Reinspection	Code §1.01.090			x	N/A	Actual cost
Entrance Permit:						
Existing entrance; surface, resurface, minor upgrade and/or extend existing driveway	Code §1.01.090			x	\$150	\$300
Time extension	Code §1.01.090			x	N/A	\$150
Right-of-Way Permit:						
Ditches, culverts, drainage, minor surfacing (under 5000 sf) or other minor work	Code §1.01.090			x	\$150	\$300
Non-maintained local access road paving (5000 square feet or more)	Code §1.01.090			x	\$150	\$500
Bike, run, walk, parade and race event w/ traffic control review	Code §1.01.090			x	\$95	\$300
Filming with traffic control review	Code §1.01.090			x	\$95	\$150
Revocable Encroachment (Individual)	Code §1.01.090			x	\$150	\$400
Revocable Encroachment (Entity)	Code §1.01.090			x	\$150	\$750
Temporary Road Closures	Code §1.01.090			x	\$350	\$500
Traffic control plan review (if not associated with another Engineering permit)	Code §1.01.090			x	\$200	\$300
Time Extension	Code §1.01.090			x	[NEW FEE]	\$150
Design Modification Review Type 1	Code §1.01.090			x	[NEW FEE]	\$500
Design Modification Review Type 2	Code §1.01.090			x	[NEW FEE]	\$400

Attachment 2

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
ADA Exception Review per Permit	Code §1.01.090			x	[NEW FEE]	\$500
Guide & Tourist-Oriented Directional sign:						
Installation	Code §1.01.090			x	\$250	\$500/each
Replacement / reinstallation	Code §1.01.090			x	\$25/work order	\$300/each
Research fee	Code §1.01.090			*	\$70/hour – 1 hour minimum	[REPEAL]
NOTE: All credit/debit card transactions are subject to a service fee Credit/Debit card service fee	Code §1.01.090			*	variable	[REPEAL]
DTD - PLANNING – Land Use Applications						
Agriculture Land Dwellings - Type III	ZDO §1307.15			x	\$960	\$2,740
Comprehensive Plan Map Amendment	ZDO §1307.15			x	\$4,000	\$5,280
Design Review	ZDO §1307.15			x	.384% of construction cost but no less than \$650 and no more than \$36,835	.384% of construction cost; \$785 minimum, \$36,835 maximum.
Design Review awnings without signing, facades and storefront revisions and similar minor changes	ZDO §1307.15			*	\$135	[REPEAL]

Attachment 2

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
Home Occupation	ZDO §1307.15			x	\$520	\$850
Interpretations to Hearings Officer	ZDO §1307.15			x	\$610	[REPEAL]
Interpretation; Comprehensive Plan OR Zoning & Development Ordinance	ZDO §1307.15			x	\$730	\$1,195
Land Use Permit--Type II, Not Otherwise Listed	ZDO §1307.15			x	\$845	\$960
Mineral and Aggregate Overlay District, Impact Area Permit	ZDO §1307.15			x	[NEW FEE]	\$315
Modification	ZDO §1307.15			x	\$235 or 25% of current fee for the application being modified, whichever is greater	\$960

Attachment 2

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
Mobile Vending Unit Level Three	ZDO §1307.15			x	\$1,750; \$800 if no Plan. Dept. involvement	\$1,750
Nonconforming Use - Alteration or Verification	ZDO §1307.15			x	\$700	\$960
Open Space Review	ZDO §1307.15			x	\$565	\$960
Open Space Review - Conflict Resolution	ZDO §1307.15			x	\$730	\$960
Private Use Airport and Safety Overlay Zone, New Use	ZDO §1307.15			x	[NEW FEE]	\$2,740
Private Use Airport and Safety Overlay Zone, Expansion of Existing Use	ZDO §1307.15			x	\$845	\$960

Attachment 2

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
DTD - PLANNING – Land Use Applications [CONTINUED...]						
Public Use Airport and Safety Overlay Zones, Use Permitted Subject to Review	ZDO §1307.15			x	[NEW FEE]	\$2,740
Property Line Adjustment - Type II	ZDO §1307.15			x	\$455	\$785
Replacement Dwelling - EFU District	ZDO §1307.15			x	\$500	\$785
Replat - Type II	ZDO §1307.15			x	\$2,600 [NEW FEE]	\$2,600
Replat - Type I	ZDO §1307.15			x	\$315 [NEW FEE]	\$315

Attachment 2

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
Sensitive Bird Habitat District, Alteration or Development	ZDO §1307.15			x	\$845	\$960
Steep Slope Review - Type II	ZDO §1307.15			x	\$665	\$960
Steep Slope Review - Type I	ZDO §1307.15			x	\$75	\$315
Temporary Use Otherwise Prohibited	ZDO §1307.15			x	\$520	\$960
Temporary Dwelling While Building	ZDO §1307.15			x	\$125	\$315
Time Extension	ZDO §1307.15			x	25% current fee for the application being extended but no less than \$235 and not more than \$650	\$960
Utility Facility Necessary for Public Service in EFU Zone (including wireless telecommunication facility with a tower less than 200 feet in height)	ZDO §1307.15			x	\$960	[REPEAL]

Attachment 2

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
Variance	ZDO §1307.15			x	\$900	\$960

Attachment 2

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
DTD - PLANNING – Other Fees						
Vested Right Determination	ZDO §1307.15			x	\$700	\$5,000
Wireless telecommunication facility - Type III (with an adjustment)	ZDO §1307.15			x	[NEW FEE]	\$2,740
Copies	Code- §1.01.090			x	\$1 first page + \$0.10- each add'l page	[REPEAL]
Credit/Debit card service fee-	Code- §1.01.090			x	2.16% on transactions	[REPEAL]
Flood Hazard Determination	ZDO §1307.15			x	\$125-	[REPEAL]
Floodplain Delineation Map	ZDO §1307.15			x	\$210-	[REPEAL]
Pre-Application Conference	ZDO §1307.15			x	\$500	\$850
Notification Surcharge, Expanded Notification Area (Pursuant to ZDO §1307)	ZDO §1307.15			x	[NEW FEE]	\$120

Attachment 2

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
Application or appeal withdrawn (no public notice sent, staff report issued or decision issued)	Code §1.01.090			x	Full refund of application fee	Retain 25% of original application fee.
Application or appeal withdrawn (public notice sent)	Code §1.01.090			x	Application or appeal fee refunded less \$135 notice fee	Retain 50% of original application fee.
Refund of Groundwater Hydrogeologic Review/Supplemental Review Fee	ZDO §1307.15			x	[NEW POLICY]	Refund if hydrogeologist has not performed any work on the file.
Refund of Hearings Officer Review Fee	ZDO §1307.15			x	[NEW POLICY]	Refund if the hearing has not occurred.
Research Fee	Code §1.01.090			x	\$70/hour - 1 hour minimum	[REPEAL]
GIS/AutoCAD mapping and drafting	Code §1.01.090			x	\$70/hour - 1 hour minimum	\$120/hour; 1 hour minimum
DTD - PLANNING - Water Resource Applications						
Willamette River Greenway Permit – Dock/Development located beyond 150' of the mean low water level	ZDO §1307.15			x	\$630	\$785
Habitat Conservation Area – Map Verification	ZDO §1307.15			x	\$565	\$785
Stream Conservation Area Permit	ZDO §1307.15			x	\$245	\$960

Attachment 2

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
Water Quality Resource Area District – Boundary Verification	ZDO §1307.15			x	\$565	\$785
DTD - PLUMBING						
Water System - First 50 ft. or less	ORS 455 & 447		x		\$87	[Repeal]
Water System – Each additional 100 ft.			x		\$58	[Repeal]
Water System - First 100 ft.	ORS 455 & 447		x		\$87	\$100
Water System - Additional 100 ft., between 101 ft. and 200 ft. in length			x		\$58	\$100
Water System – Each additional 100 ft., above 200 ft in length			x		\$58	\$25

Attachment 2

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
DTD - SDC						
Transportation SDC - Annual CPI Adjustment	Code §11.03.030.J			x	0.9498% increase	Annual Adjustment - change in Engineering News Record (ENR) Northwest (Seattle, Washington) Construction Cost Index from January to January.
DTD - SURVEYOR						
Paper	ORS 209.070- (3)		*			[REPEAL]
8 1/2" x 11" or 14"	ORS 209.070- (3)		*		\$2-	[REPEAL]
11" x 17"	ORS 209.070- (3)		*		\$3-	[REPEAL]
18" x 24"	ORS 209.070- (3)		*		\$4-	[REPEAL]
Large Format	ORS 209.070- (3)		*		\$0.75 sq ft (\$5- minimum)	[REPEAL]

Attachment 2

DEPARTMENT / DIVISION [NEW] FEE DESCRIPTION	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE	PROPOSED FEE [Effective 1/1/2021]
Research fee	Code- §1.01.090		*		Actual cost; minimum- \$50	[REPEAL]
DTD - SEPTIC & ONSITE WASTEWATER PROGRAM						
Compliance Recovery Fee	OAR 340-071- 0140(7)		x		[NEW FEE]	Equal to the permit fee.
Annual Report Evaluation for a Holding Tank	ORS 454.725			x	\$35	\$75
Review/Research Request Fee (in office only -- no field visit)	ORS 454.725			*	\$70/hour -- 1 hour minimum	[REPEAL]
DTD - DOG SERVICES						
Animal Rescue Entity, Annual License	Code- §5.01.030.A.2				\$100	[REPEAL]
Other Surgery or Procedure Under Sedation (For animals being held in the shelter)	Code §5.01.030			x	[NEW FEE]	\$100 minimum; actual cost

DRAFT
Clackamas County Transportation System Development Charge (TSDC)

Effective January 1, 2021

LAND USE CATEGORY	UNITS	CURRENT TSDC PER UNIT ³ [Effective 01/01/2019]	PROPOSED TSDC PER UNIT ³ [0.9498% Increase]
AUTOMOBILE SERVICE			
Automobile Care Center	1,000 gross square feet	\$7,392	\$7,463
Quick Lubrication Vehicle Shop	Service positions	\$12,337	\$12,454
Service Station	Fueling positions	\$13,070	\$13,194
State Motor Vehicles Department	1,000 gross square feet	\$80,044	\$80,805
BANK			
Bank	1,000 gross square feet	\$27,857	\$28,122
CHURCH			
Church	1,000 gross square feet	\$4,392	\$4,434
DAY CARE			
Day Care	Students	\$930	\$939
EDUCATION			
Education	Students	\$729	\$736
HOSPITAL			
Hospital	Beds	\$6,239	\$6,298
HOUSING			
Apartment	Dwelling units	\$3,207	\$3,237
Assisted Living	Beds	\$1,302	\$1,315

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Clackamas County Transportation System Development Charge (TSDC)

Effective January 1, 2021

LAND USE CATEGORY	UNITS	CURRENT TSDC PER UNIT ³ [Effective 01/01/2019]	PROPOSED TSDC PER UNIT ³ [0.9498% Increase]
Mobile Home in Park	Spaces	\$2,406	\$2,429
Residential Condo/Townhouse	Dwelling units	\$2,802	\$2,828
Senior	Dwelling units	\$1,473	\$1,487
Small Accessory Dwelling Unit (200-449 square feet)	Dwelling units	\$1,401	\$1,414
Large Accessory Dwelling Unit (450-900 square feet)	Dwelling units	\$2,802	\$2,829
Small Detached Single-Family Home (dwelling units 1,699 square feet or less)	Dwelling units	\$4,015	\$4,053
Medium Detached Single-Family Home (dwelling units 1,700-3,000 square feet)	Dwelling units	\$4,579	\$4,622
Large Detached Single-Family Home (dwelling units more than 3,000 square feet)	Dwelling units	\$4,840	\$4,886

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Clackamas County Transportation System Development Charge (TSDC)

Effective January 1, 2021

LAND USE CATEGORY	UNITS	CURRENT TSDC PER UNIT ³ [Effective 01/01/2019]	PROPOSED TSDC PER UNIT ³ [0.9498% Increase]
Hotel / Motel	Rooms	\$3,939	\$3,977
Industrial / Manufacturing / Warehouse	1,000 gross square feet	\$2,031	\$2,051
Library	1,000 gross square feet	\$27,115	\$27,373
Medical / Dental	1,000 gross square feet	\$17,420	\$17,585
Military Base	Employees	\$858	\$866
Nursery	1,000 gross square feet	\$21,670	\$21,876
Office	1,000 gross square feet	\$5,032	\$5,080
Parking / Transit	Parking spaces	\$2,170	\$2,191
Pharmacy	1,000 gross square feet	\$16,042	\$16,194
Post Office	1,000 gross square feet	\$43,294	\$43,706
RECREATION			
Bowling Alley	Bowling lanes	\$6,188	\$6,247
Campground/RV Park	Sites	\$1,107	\$1,118

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Clackamas County Transportation System Development Charge (TSDC)

Effective January 1, 2021

LAND USE CATEGORY	UNITS	CURRENT TSDC PER UNIT ³ [Effective 01/01/2019]	PROPOSED TSDC PER UNIT ³ [0.9498% Increase]
Casino/Video Lottery Establishment	1,000 gross square feet	\$55,038	\$55,561
Club, Health/Fitness	1,000 gross square feet	\$14,467	\$14,604
Club, Racquet/Tennis	Courts	\$18,659	\$18,836
Community Center	1,000 gross square feet	\$16,306	\$16,461
Golf Course	Holes	\$17,232	\$17,395
Golf Driving Range	Tee/drive positions	\$5,123	\$5,171
Marina	Berths	\$1,427	\$1,441
Movie Theater	Movie screens	\$55,899	\$56,430
Park	Acres	\$1005	\$1,015
Soccer Complex	Fields	\$34,391	\$34,718

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Clackamas County Transportation System Development Charge (TSDC)

Effective January 1, 2021

LAND USE CATEGORY	UNITS	CURRENT TSDC PER UNIT ³ [Effective 01/01/2019]	PROPOSED TSDC PER UNIT ³ [0.9498% Increase]
RESTAURANT			
Coffee/Donut Shop	1,000 gross square feet	\$43,413	\$43,825
Fast Food	1,000 gross square feet	\$64,583	\$65,196
Restaurant, Other	1,000 gross square feet	\$15,790	\$15,940
STORE			
Automobile Parts Sales	1,000 gross square feet	\$17,013	\$17,175
Automobile Sales	1,000 gross square feet	\$10,278	\$10,376
Building & Hardware	1,000 gross square feet	\$14,811	\$14,952
Convenience Market	1,000 gross square feet	\$112,196	\$113,262
Discount (free-standing)	1,000 gross square feet	\$11,273	\$11,380
Factory Outlet Center	1,000 gross square feet	\$8,462	\$8,542
Furniture	1,000 gross square feet	\$1,147	\$1,158
Other Shopping/Retail	1,000 gross square feet of leasable area	\$11,191	\$11,297

DRAFT
Clackamas County Transportation System Development Charge (TSDC)

Effective January 1, 2021

LAND USE CATEGORY	UNITS	CURRENT TSDC PER UNIT ³ [Effective 01/01/2019]	PROPOSED TSDC PER UNIT ³ [0.9498% Increase]
Supermarket	1,000 gross square feet	\$12,816	\$12,938
Tires	1,000 gross square feet	\$7,851	\$7,925
<i>¹ Based on average weekday trips</i>			
<i>² Italicized daily trip rate calculated as afternoon (PM) Peak Hour multiplied by system average daily to PM peak ratio (8.5)</i>			
<i>³ Includes compliance cost</i>			

Department/Division	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	CURRENT FEE AMOUNT	PROPOSED FEE AMOUNT for FY 20/21
Health, Housing & Human Services						
Health Centers – Primary Care Telemedicine						
98966 Non-Physician Phone Visit (5-10 min)	Code §1.01.090			x		\$25
98967 Non-Physician Phone Visit (11-20 min)	Code §1.01.090			x		\$43
98968 Non-Physician Phone Visit (21-30 min)	Code §1.01.090			x		\$67
98970 Non-Physician Digital Visit (Text Based; 5-10 min)	Code §1.01.090			x		\$0
98971 Non-Physician Digital Visit (Text Based; 11-20 min)	Code §1.01.090			x		\$0
98972 Non-Physician Digital Visit (Text Based; 21+ Min)	Code §1.01.090			x		\$0
99421 Physician Digital Visit (Text Based; 5-10 min)	Code §1.01.090			x		\$19
99422 Physician Digital Visit (Text Based; 11-20 min)	Code §1.01.090			x		\$38
99423 Physician Digital Visit (Text Based; 21+ min)	Code §1.01.090			x		\$61
99441 Physician Phone Visit (5-10 Min)	Code §1.01.090			x		\$40
99442 Physician Phone Visit (11-20 Min)	Code §1.01.090			x		\$41
99443 Physician Phone Visit (21-30 Min)	Code §1.01.090			x		\$76

Comments

New code added to fee schedule. Billed to insurance only, no patient responsibility.

New code added to fee schedule. Billed to insurance only, no patient responsibility.

New code added to fee schedule. Billed to insurance only, no patient responsibility.

Cumulative time over 7 days. New code added to fee schedule. Billed to insurance only, no patient responsibility.

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Appendix A - Fees	FEE AMOUNT	PROPOSED NEW FEE AMOUNT
BUSINESS & COMMUNITY SERVICES - PARKS		
Barton Park		
Picnic Area #1 covered shelter 150 persons - Reserved rental fee	\$125	\$ 150
<i>Picnic Area #1 covered shelter 150 persons - Drop-in rental fee</i>	\$93.75	\$ 113
Picnic Area #2 covered shelter 300 persons - Reserved rental fee	\$150	\$ 180
<i>Picnic Area #2 covered shelter 300 persons - Drop-in rental fee</i>	\$112.50	\$ 135
Picnic Area #3 75 persons - Reserved rental fee	\$45	\$ 55
<i>Picnic Area #3 75 persons - Drop-in rental fee</i>	\$33.75	\$ 41
Picnic Area #4 200 persons - Reserved rental fee	\$75	\$ 95
<i>Picnic Area #4 200 persons - Drop-in rental fee</i>	\$56.25	\$ 68
Picnic Area #5 150 persons - Reserved rental fee	\$65	\$ 80
<i>Picnic Area #5 150 persons - Drop-in rental fee</i>	\$48.75	\$ 60
Picnic Area #6 covered shelter 160 persons - Reserved rental fee	\$450	\$ 600
<i>Picnic Area #6 covered shelter 160 persons - Drop-in rental fee</i>	\$337.50	\$ 450
Picnic Area #7 covered shelter 100 persons - Reserved rental fee	\$125	\$ 130
<i>Picnic Area #7 covered shelter 100 persons - Drop-in/Off-Season rental fee</i>	\$93.75	\$ 98
Picnic Area East Campground covered shelter 100 persons - Reserved rental fee	\$35.00	\$ 100
<i>Picnic Area East Campground covered shelter 100 persons - Drop-in/Off-Season rental fee</i>	\$26.25	\$ 75
Eagle Fern Park		
Picnic Area #1 covered shelter 100 persons - Reserved rental fee	\$110	\$ 130
Picnic Area #1 covered shelter 100 persons - Drop-in/Off-season rental fee	\$82.50	\$ 98
Picnic Area #2 covered shelter 300 persons - Reserved rental fee	\$150	\$ 300
Picnic Area #2 covered shelter 300 persons - Drop-in rental fee	\$112.50	\$ 225
Picnic Area #3 100 persons -Reserved rental fee	\$55	\$ 70
Picnic Area #3 100 persons - Drop-in rental fee	\$41.25	\$ 53
Picnic Area #4 100 persons - Reserved rental fee	\$55	\$ 70
Picnic Area #4 100 persons - Drop-in Rental fee	\$41.25	\$ 53
Feyrer Park		
Picnic Area #1 100 persons - Reserved rental fee	\$45	\$ 70
Picnic Area #1 100 persons - Drop-in rental fee	\$33.75	\$ 53
Picnic Area #2 covered shelter 150 persons - Reserved rental fee	\$125	\$ 150
Picnic Area #2 covered shelter 150 persons - Drop-in/Off-season rental fee	\$93.75	\$ 113
Picnic Area #3 200 persons - Reserved rental fee	\$75	\$ 95

Picnic Area #3 200 persons - Drop-in rental fee	\$56.25	\$ 71
Picnic Area #4 covered shelter 20 persons - Reserved rental fee	\$50.00	\$ 50
Picnic Area #4 covered shelter 20 persons - Drop-in rental fee	\$38.00	\$ 38
Metzler Park		
Picnic Area #1 75 persons - Reserved rental fee	\$45	\$ 55
Picnic Area #1 75 persons - Drop-in rental fee	\$33.75	\$ 41
Picnic Area #2 150 persons - Reserved rental fee	\$65	\$ 80
Picnic Area #2 150 persons - Drop-in rental fee	\$48/75	\$ 60
Picnic Area #3 covered shelter 75 persons - Reserved rental fee	\$100	\$ 120
Picnic Area #3 covered shelter 75 persons - Drop-in/Off-season rental fee	\$75	\$ 90
Picnic Area #4 covered shelter 100 persons - Reserved rental fee	\$125	\$ 130
Picnic Area #4 100 persons - Drop-in rental fee	\$93.75	\$ 98
Each picnic area - refundable cleanup deposit	\$50	\$ 50

Routson pavilion (Barton Area #6) and A-frame (EF Area #2)- refundable cleanup deposit	\$100	\$ 100
Camping – primitive sites per night	\$22/night	\$ 20
Camping - standard sites (no utilities) per night	\$22	\$ 26
Camping – partial utility (H2O/elec.) sites per night	\$28/night	\$ 34
Camping - fully utility (H2O/elec./sewer) sites per night		\$ 40
Camping - Barton Bunk House	\$30	\$ 38
Group Camping - Barton Group Camp	\$60	\$ 75
Reservation fee – nonrefundable per site	\$8/per site	\$ 10
Change in Reservation per site	\$8/per site	\$ 10
Cancellation in Reservation per site	\$8/per site	\$ 10
Extra Vehicle Fee per vehicle	\$6 per vehicle	\$ 6
Extra Tent Fee per tent	5	\$ 6
Shower Fees (non-camper)	\$5	N/A
Day Use Parking Fee - daily	\$6/vehicle	
- per vehicle May through Sept Weekends		\$ 8
- per vehicle Oct through April, and weekdays May through Sept		\$ 6
Day Use Parking Fee - Limited Service Park - daily		\$ 3
Day Use Season Pass Parking Fee - 1 year vehicle pass	\$40/1-year	\$ 50
Day Use Parking Fee - 2 year vehicle pass		\$ 80
Commercial Day Use Parking Fee	\$20/vehicle	\$ 25
Commercial Day Use Season Pass Parking Fee	\$100/year	\$ 125
OSMB Licensed Boat Parking Fee	\$2	\$ 2
OSMB Licensed Boat Season Pass Parking Fee - 1 year pass	\$20/1-year	\$ 25
OSMB Licensed Boat Season Pass Parking Fee - 2 year pass		\$ 40
Replacement charge for lost/stolen parking pass	\$5	N/A
Firewood Full box	\$10	\$ 10
Firewood Half box	\$6	\$ 6
Sportsbag Rentals - per day	\$10/day	\$ 10
Dump station	\$15	\$ 15
Special Use request	\$20/item	
Activities permit for amplified sound/ caterer /bouncy house/other inflatable - nonrefundable fee	\$20/item	
Activities permit for caterer		\$ 75
Witness deposit for park rule violation hearing - per witness	\$15 per witness	\$ 25

Special Use Permit Fees (non-reserved park areas)		
Non-Profit, School or public entity use -		
- up to 100 people - per day	\$125 per day	\$ 150
- over 100 people - per day	\$250 per day	\$ 300
Private and commercial (non-film and media event)		
- up to 100 people - per day	\$200 per day	\$ 250
- over 100 people - per day	\$350 per day	\$ 400
- over 250 people - per day	\$500 per day	\$ 600
NOTE: Allowable numbers may vary by park/park capacity		

Proposed New Format for Picnic Areas and Shelters (with new fee amounts)

Appendix A - Fees	FEE AMOUNT
BUSINESS & COMMUNITY SERVICES - PARKS	
Day-Use Shelters	
Covered shelter 20 persons	\$50
Covered shelter 75 persons	\$120
Covered shelter 100 persons	\$130
Covered shelter 150 persons	\$150
Covered shelter 300 persons	\$180
Covered shelter - Eagle Fern Area 2 - A Frame	\$300
Covered shelter - Barton Area 6 - Pavilion	\$600
Day-Use Picnic Areas	
Picnic Area 75 persons	\$55
Picnic Area 100 persons	\$70
Picnic Area 150 persons	\$80
Picnic Area 200 persons	\$95
Camp Area Shelters	
Covered shelter 100 persons	\$100
<i>Drop in rental fee for all shelters/picnic areas, as well as off-season fee where available, is 25% less than listed rental fee (rounded to the nearest dollar)</i>	



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

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

APPROVAL OF AN ORDINANCE ADOPTING CHANGED FINES FOR CLACKAMAS COUNTY FOR FISCAL YEAR 2020-2021 AND DECLARING AN EMERGENCY

Purpose/Outcomes	The approval of the attached ordinance completes the process of adopting Fines for Fiscal Year 2020-2021. If approved, these fines will be incorporated into County Code and will be effective July 1, 2020.
Dollar Amount and Fiscal Impact	The cost to implement the new fines would be internal to the county involving staff time and resources.
Funding Source	Not applicable.
Duration	Fines will be effective July 1, 2020.
Previous Board Action	The Board heard from individual departments at various study sessions regarding these fines.
Counsel Review	6/8/20
Contact Person	Anja Mundy, County Counsel x 5396

Background:

All fines are reviewed annually by county departments. After review, departments propose new or changed fines for consideration by the Board in study session. The attached ordinance reflects the new or changed fines. These fines have been previously reviewed by the Board and tentatively approved for adoption.

Recommendation:

Staff recommends the Board of County Commissioners approve and sign the attached ordinance adopting changed fines for Clackamas County Fiscal Year 2020-2021, on an emergency basis making them effective July 1, 2020 in order to capture fines for

the upcoming fiscal year. The ordinance may be read by title only if no member of the Board requests that the ordinance be read in full.

Respectfully submitted,



Stephen L. Madkour
County Counsel

ORDINANCE NO. _____

**An Ordinance Amending Appendix B, Fines, of the
Clackamas County Code and declaring an emergency.**

WHEREAS, ORS 203.065(1) requires that fines be adopted by ordinance; and

WHEREAS, the Parks division would like to increase fines associated with violations of Code Chapter 6.06, Park Rules; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: The fines shown on the Exhibit 1 of this ordinance shall be included in Appendix B of the Clackamas County Code.

Section 2: The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this ordinance is necessary to capture the fine increase for this fiscal year.

Section 3: Effective date. The changes to fines authorized by this ordinance and shown on the attachments shall become effective on July 1, 2020.

ADOPTED this 25th day of June, 2020.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

Appendix B - Fines BCS/PARKS	AUTHORIZING LEGISLATION	FINE AMOUNT	NEW FINE AMOUNT	TYPE
Entering, using park area or facilities without first paying the required fee	Code§6.06.030.D	40	80	A
Failure to properly display parking permit	Code§6.06.030.D	40	80	A
Remaining in or returning to a park area after being ordered to leave	Code§6.06.030.G	100	115	B
Entering, remaining in park or leaving vehicle in a park between posted closing/opening time, except when overnight camping permitted	Code §6.06.030.J	55	115	B
Failure to maintain campsite in clean, sanitary and safe manner	Code§6.06.030.M	34	80	A
Occupying a campsite assigned to another person	Code§6.06.030.N	34	80	A
More than two vehicles in a campsite	Code§6.06.030.O	34	80	A
Entering the campground in unauthorized vehicle	Code§6.06.030.P	34	80	A
Occupying a trailer campsite in a shelter other than a trailer/camper	Code§6.06.030.Q	34	80	A
Occupying campsite by more than 1 family without permission	Code§6.06.030.R	34	80	A
Camping overnight under the age of 18, unless accompanied by an adult	Code§6.06.030.R.3	34	80	A
Failure to vacate campsite by checkout time	Code§6.06.040.E	55	80	A
Entering, remaining in park after hours	Code§6.06.050.A	55	115	B
Exposing genitalia in public	Code§6.06.050.B	150	150	C
Performing sexual intercourse in public	Code§6.06.050.C	150	150	C
Possession of glass beverage containers without permit	Code§6.06.050.D	55	80	A
Building fires outside park camp stoves, fireplaces, portable stoves or permitted areas	Code§6.06.050.E.1	55	80	A
Leaving a fire unattended or failing to extinguish fire before leaving the park area	Code§6.06.050.E.2	55	80	A
Building a fire that constitutes a hazard to any pile of wood, grass, tree, underbrush, or other flammable material	Code§6.06.050.E.3	225	300	D
Moving a camp stove or fireplace	Code§6.06.050.E.4	55	115	B
Hunting, etc, any bird or animal	Code§6.06.050.F.1	150	300	D
Discharging any firearms, pellet gun, bow & arrow, slingshot, paintball gun, or other weapon capable of injury	Code§6.06.050.F.2	\$250-\$500	300	D
Possessing a pellet gun, bow & arrow, slingshot, other weapon capable of injury or a loaded firearm	Code§6.06.050.F.3	150	300	D
Possessing or using fireworks or other explosives	Code§6.06.040.F.4	150	300	D
Possessing alcohol in prohibited areas without permit	Code§6.06.050.G	150	150	C
Causing a public disturbance	Code§6.06.050.H	150	150	C
Mutilate, deface, etc., any structure, facility or sign in park area	Code§6.06.050.H.1			
- Less than \$100 damage		55	115	B
- More than \$100 damage		207	300	D
Dig up, deface, etc., any dirt, stone, rock or other substance in park area	Code§6.06.050.H.2	55	115	B
Lay/set off blast in park area	Code§6.06.050.H.2	55	300	D
Roll any stones, etc.	Code§6.06.050.H.2	34	300	D
Erecting temporary signs, markers, or inscriptions in park area without permission from a County Park employee	Code§6.06.050.H.3	55	80	A
Set up, use public address system without permission from Park Administrator	Code§6.06.050.H.4	55	80	A
Washing clothing or cleaning fish in lake, stream, river or pond	Code§6.06.050.H.5	34	80	A
Using abusive/threatening language or gestures, creating public disturbances, riotous behavior	Code§6.06.050.H.6	55	115	B
Operating, using any noise producing machine, vehicle, etc. in a manner that is disturbing to other park visitors	Code§6.06.050.H.7	55	115	B
Picking, cutting, etc. any flowers, shrubs, trees, etc.	Code§6.06.050.H.8	34	115	B
Operating a concession in park area without written consent	Code§6.06.050.I.1	55	115	B
Solicitation or offering for sale any goods without consent from Park Administrator	Code§6.06.050.I.2	55	115	B
Advertising any goods or services without written consent	Code§6.06.050.I.3	55	115	B
Distributing any circulars, notices, etc. on property without permission	Code§6.06.050.I.4	55	115	B

Riding, driving, leading, or keeping a horse in any park without written consent	Code§6.06.050.J.1	55	115	B
Bringing in or keeping any animal in park area unless controlled on a maximum 6 foot leash or allowing animals other than seeing eye dogs in park area bui	Code§6.06.050.J.2	55	80	A
Allowing any animal to annoy, molest, attack, or injure any person or animal in park area	Code§6.06.050.J.3	55	115	B
Typing up an animal and leaving them unattended	Code§6.06.050.J.4	55	115	B
Failure of owner to contain/remove animal wastes	Code§6.06.050.J.5	55	115	B
No person shall allow more than 2 domestic pets in anycampsite	Code§6.06.050.J.6	55	80	A
Operating any vehicle in violation of Oregon Vehicle Code or other laws	Code§6.06.050.K.1	55	115	B
Violation of maximum speed limit or traveling in excess of reasonable and prudent speed:	Code§6.06.050.K.2			
1-10 mph in excess of limit		72	80	A
11-20 mph in excess of limit		104	115	B
21-30 mph in excess of limit		170	190	*
30+ mph in excess of limit		290	350	*
Parking a vehicle any place other than areas designated asparking, or in violation of signs	Code§6.06.050.K.3	34	80	A
Parking in an emergency access area or travel lane	Code§6.06.050.K.4	55	115	B
Operating a motor vehicle in area not designated for motor vehicle use	Code§6.06.050.K.5	55	115	B
Operating any OHV or ATV or any other vehicle not legal for street riding	Code§6.06.050.K.6	55	115	B
Leaving bottles, cans, ashes, waste, etc. in non-designated locations	Code§6.06.050.L.1	55	115	B
Bringing into a park area any trash, etc. for the purpose of leaving it there	Code§6.06.050.L.2	55	300	D
Kitchen or toilet waste violation	Code§6.06.050.L.3	100	300	D
Camping in a non-designated area	Code§6.06.050.M.1	55	115	B
Camping in any one park area for more than 10 days in a 14-day period, or in the park system for more than 20 days total from 5/1 to 9/30	Code§6.06.050.M.2	55	80	A
Making excessive noise between the hours of 10:00 pm. & 7:00 am	Code§6.06.050.M.3	55	115	B
Camping overnight without an approved shelter	Code§6.06.050.M.4	34	80	A
Washing vehicle or trailer in campsite	Code§6.06.050.M.5	34	80	A
Filling swimming pool in campground	Code§6.06.050.M.6	34	80	A

VIOLATION CATEGORIES

A - Administrative park rules (that inexperienced park visitors might violate)	80
B - Bad behavior violations (where people should generally know better)	115
C - County areas of emphasis (previous issues led to fines set at a higher level)	150
D - Dangerous or Destructive violations	300
* - Unique fine for some other factors	*



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Adopting the Clackamas County Enhanced Law Enforcement District
2020-21 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021

Purpose/Outcome	Budget adoption for Clackamas County Enhanced Law Enforcement District FY 2020-2021
Dollar Amount and fiscal Impact	The effect is to adopt a budget of \$7,836,261
Funding Source	Includes Fund Balance, Taxes and Federal Revenue.
Duration	July 1, 2020 - June 30, 2021
Previous Board Action/Review	Budget Committee approval May 26, 2020.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Elizabeth Comfort, 503-742-5405
Contract No.	N/A

BACKGROUND:

Attached is the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2020-2021 fiscal year.

This Resolution establishes a budget for the Enhanced Law Enforcement District July 1, 2020 through June 30, 2021 inclusive of \$7,836,261.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

Elizabeth Comfort
Finance Director, Interim

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

In the Matter of Adopting a Budget
Making Appropriations and imposing
and Categorizing Taxes from the
Period of July 1, 2020 to June 30,
2021, for Clackamas County
Enhanced Law Enforcement District



Resolution Order No. _____

Page 1 of 1

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2020-2021 in the total of \$7,836,261 and establishes appropriations as follows:

General Fund

Public Protection	\$ 7,654,351.
Not Allocated to Organizational Unit	
Debt Service	<u>181,910.</u>
Total	<u>\$ 7,836,261.</u>

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon, and available for viewing online at <https://www.clackamas.us/budget>.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2020-2021 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.7198 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 18th day of June, 2020

DATED this 18th day of June, 2020

BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the
Enhanced Law Enforcement District

Chair

Recording Secretary



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution Adopting the Clackamas County Extension and 4-H Service District
2020-2021 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021**

Purpose/Outcome	Budget adoption for Clackamas County Extension and 4-H Service District FY 2020-2021
Dollar Amount and Fiscal Impact	The effect is to adopt a budget of \$9,813,399
Funding Source	Includes Fund Balance, Taxes, Federal and Miscellaneous Revenue
Duration	July 1, 2020 - June 30, 2021
Previous Board Action/Review	Budget Committee approval May 26, 2020
Strategic Plan Alignment	Build public trust through good government
Contact Person	Elizabeth Comfort, 503-742-5405

BACKGROUND:

Attached are the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2020-2021 fiscal year.

This Resolution establishes a budget for the Clackamas County Extension and 4-H Service District July 1, 2020 through June 30, 2021 inclusive of \$9,813,399.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

Elizabeth Comfort
Finance Director, Interim

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

In the Matter of Adopting a Budget
Making Appropriations and imposing
and Categorizing Taxes from the
Period of July 1, 2020 to June 30,
2021, for Clackamas County
Extension and 4-H Service District



Board Order No. _____
Page 1 of 1

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2020-2021 in the total of \$9,813,399 and establishes appropriations as follows:

General Fund

Materials & Services	\$ 2,427.
Special Payments	9,544,239.
Contingency	<u>266,733.</u>
Total	<u>\$ 9,813,399.</u>

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon, and available for viewing online at <https://www.clackamas.us/budget>.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2020-2021 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.0500 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 18th day of June, 2020.

DATED this 18th day of June, 2020

BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the
Clackamas County Extension and 4-H Service District

Chair

Recording Secretary



June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for the Library Service District of Clackamas County
Adopting a 2020/2021 Fiscal Year Budget, Making Appropriations and
Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021

Purpose/Outcomes	Approval of a resolution to adopt 2020/2021 Fiscal Year (FY) budget for the Library Service District of Clackamas County.
Dollar Amount and Fiscal Impact	Library Service District budget in the amount of \$23,162,315 for FY 2020/2021.
Funding Source	Property taxes
Duration	July 1, 2020 through June 30, 2021
Strategic Plan Alignment	Build public trust through good government
Previous Board Action	May 26, 2020 – Library Service District Budget Committee approved the FY 2020/2021 budget as presented.
Contact Person	Laura Zentner, CPA, BCS Director 503.742.4351

BACKGROUND:

The attached resolution adopts the budget as published and approved by the Budget Committee, and in accordance with the state budget law, to make appropriations and to impose and categorize taxes for the 2020/2021 fiscal year.

This resolution will establish a budget for the Library Service District of Clackamas County in the amount of **\$23,162,315**.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution as presented.

ATTACHMENTS:

1. Resolution No. __ Adopting a 2020/2021 Fiscal Year Budget, Making Appropriations, Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021.

Respectfully submitted,

Laura Zentner, CPA
BCS Director

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

A Resolution of the Board of County Commissioners Acting As The Governing Body of the Clackamas County Library Service District In The Matter of Adopting a 2020/2021 Fiscal Year Budget, Making Appropriations, Imposing and Categorizing Taxes for the Period of July 1, 2020 Through June 30, 2021

Resolution No. _____

Whereas, the proposed expenditures and resources constituting the budget for the Library Service District of Clackamas County for the period of July 1, 2020 through June 30, 2021, inclusive, have been prepared, published, and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

Whereas, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 10, 2020; and,

Whereas, ORS 294.456 requires Districts to make appropriations, impose and categorize the tax levy when adopting the budget.

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

The budget is hereby adopted for the fiscal year 2020/2021 in the amount of \$23,162,315. The budget appropriation categories are established as follows:

General Fund

Special Payments	<u>\$ 23,162,315</u>
Total	<u>\$ 23,162,315</u>

The following ad valorem property taxes are hereby imposed for tax year 2020/2021 upon the assessed value of all taxable property within the District and categorized for purposes of Article XI section 11b as subject to General Government Limitations:

At the rate of \$0.3974 per \$1,000 of assessed value for permanent rate tax.

DATED this 18th Day of June, 2020

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Acting as the governing body of the
Library Service District of Clackamas County

Jim Bernard, Chair

Recording Secretary



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

June 18, 2020

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of Resolution 2020- ____ Providing for Adoption of a North Clackamas Parks and Recreation District Budget for Fiscal Year 2020-2021, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021

Purpose/Outcomes	Approval of a resolution to adopt 2020-2021 Fiscal Year (FY) budget for North Clackamas Parks & Recreation District
Dollar Amount and Fiscal Impact	North Clackamas Parks and Recreation District budget in the amount of \$33,048,388 for FY 2020-2021.
Funding Source	Property taxes, System Development Charges, fees, grants, donations, etc.
Duration	July 1, 2020 through June 30, 2021
Strategic Plan Alignment	The adoption of the NCPRD FY 20-21 budget ensures a legally compliant and transparent budget process, which aligns with the County goal of Building Public Trust through Good Government.
Previous Board Action	<i>May 26, 2020 Proposed Budget Hearing</i> – NCPRD Budget Committee approved the FY 2020-2021 budget as presented.
Counsel Review	County Counsel Reviewed and Approved 6.3.20 JM
Contact Person	Elizabeth Gomez, Financial Operations Manager, NCPRD 503-742-4352

BACKGROUND:

The attached resolution and exhibit adopt the budget as published and approved by the NCPRD Budget Committee, and in accordance with the state budget law, makes appropriations and imposes and categorizes taxes for the fiscal year 2020-2021.

RECOMMENDATION:

Staff respectfully recommends the Board approve Resolution 2020-____, including Exhibit A for adoption of the FY 20-21 budget.

ATTACHMENT:

Resolution 2020-____ in the matter of adopting a 2020-2021 Fiscal Year budget, making appropriations and imposing and categorizing taxes for the period of July 1, 2020 through June 30, 2021.

Respectfully submitted,

Laura Zentner, Director
Business and Community Services

**BEFORE THE BOARD OF
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
OF CLACKAMAS COUNTY, STATE OF OREGON**

A Resolution Of The Board Of County Commissioners Acting As The Governing Body Of The North Clackamas Parks And Recreation District In The Matter Of Adopting A 2020/2021 Fiscal Year Budget, Making Appropriations And Imposing And Categorizing Taxes For The Period Of July 1, 2020 Through June 30, 2021



Board Order No. _____

Page 1 of 1

Whereas, the proposed expenditures and resources constituting the budget for the North Clackamas Parks and Recreation District, Clackamas County, Oregon ("District"), for the period of July 1, 2020 through June 30, 2021, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute, and;

Whereas, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 11, 2020, and;

Whereas, ORS 294.456 requires districts to make appropriations and to impose and categorize the tax levy when adopting the budget.

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

1. The budget is hereby adopted for the fiscal year 2020-2021 in the amount of **\$33,048,388** and establishes appropriations as shown in the attached Exhibit A, which by this reference is made a part of this resolution.
2. The following ad valorem property taxes are hereby imposed for tax year 2020-2021 upon the assessed value of all taxable property within the District and categorized for purposes of Article XI Section 11b of the Oregon Constitution and as subject to General Government Limitation:

At the rate of \$0.5382 per \$1,000 of assessed value for permanent rate tax.

DATED this 18 day of June, 2020

**BOARD OF COUNTY COMMISSIONERS
Acting as the Board of
North Clackamas Parks and Recreation District**

Chair

Recording Secretary

**North Clackamas Parks and Recreation District
Fiscal Year 2020-2021
Exhibit A**

General Fund

Administration	\$ 737,649
Parks Maintenance	1,945,889
Recreation	558,569
Sports	1,476,477
Milwaukie Center	818,786
Aquatic Park	2,345,412
Marketing & Communications	532,172
Planning	719,913
Natural Resources	534,705
Non-departmental	
Special Payments	1,000
Transfers to Other Funds	449,520
Reserves for Future Expenditures	1,885,466
Contingency	3,500,000
	<u>\$ 15,505,558</u>

Nutrition & Transportation Fund

Nutrition	\$ 624,747
Transportation	189,283
Non-departmental	
Special Payments	1,000
Transfers to Other Funds	3,800
Contingency	104,949
	<u>\$ 923,779</u>

System Development Charges Fund - Zone 1

Materials and Services	\$ 20,000
Capital Outlay	1,219,397
Non-departmental	
Transfers to Other Funds	1,108,872
	<u>\$ 2,348,269</u>

System Development Charges Fund - Zone 2

Materials and Services	\$ 20,000
Capital Outlay	2,224,242
Non-departmental	
Transfers to Other Funds	272,288
	<u>\$ 2,516,530</u>

System Development Charges Fund - Zone 3

Materials and Services	\$ 20,000
Capital Outlay	2,381,679
Non-departmental	
Transfers to Other Funds	90,420
	<u>\$ 2,492,099</u>

Debt Service Fund - Series 2010

Non-departmental	
Transfers to Other Funds	\$ 312,125
	<u>\$ 312,125</u>

Capital Projects Fund

Capital Outlay	\$ 5,667,457
	<u>\$ 5,667,457</u>

Capital Asset Repair and Replacement

Materials and Services	\$ 250,000
Capital Outlay	3,031,571
Non-departmental	
Special Payments	1,000
	<u>\$ 3,282,571</u>

Grand Total	<u>\$ 33,048,388</u>
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Total Appropriated	\$ 31,162,922
Total Unappropriated	1,885,466
	<u>\$ 33,048,388</u>



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Resolution 2020-___ for a North Clackamas Parks and Recreation District Supplemental Budget (Greater Than Ten Percent and Transfer of Appropriations) for FY 2019-20

Purpose/Outcomes	Approval of a resolution for a North Clackamas Parks and Recreation District supplemental budget change greater than ten percent and transfer appropriations for fiscal year (FY) 2019-20
Dollar Amount and Fiscal Impact	Decrease of \$2,912,661 to NCPRD Fund 480 Capital Project Fund and increase of \$137,985 to NCPRD Fund 270 Nutrition and Transportation Fund – Nutrition. Total District appropriations decreased by \$2,774,675
Funding Source	System Development Charges, Contract with Clackamas County Social Services
Duration	July 1, 2019 through June 30, 2020
Strategic Plan Alignment	This supplemental budget request ensures a legally compliant and transparent budget process, which aligns with the County goal of Building Public Trust through Good Government.
Previous Board Action	<p><i>June 27, 2019 Business Meeting</i> – Resolution Adopting the North Clackamas Parks & Recreation District’s 2019-2020 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020</p> <p><i>December 3, 2019 Special NCPRD Business Meeting</i> – Approval of Settlement Agreement between the City of Happy Valley and the North Clackamas Parks & Recreation District</p> <p><i>December 12, 2019 Business Meeting</i> – Approval of Resolution No 2019-98 for a North Clackamas Parks and Recreation District Supplemental Budget (Less Than Ten Percent and Budget Reduction) for FY 2019-20</p> <p><i>March 19, 2020 Business Meeting</i> – Approval of Resolution No. 2020-17 for a North Clackamas Parks and Recreation District Supplemental Budget (More Than Ten Percent and Transferring and Making Appropriations) for FY 2019-20</p> <p><i>April 23, 2020 Business Meeting</i> – Approval of Resolution No. 2020-32 for a North Clackamas Parks and Recreation District Transfer of Appropriations</p>
Counsel Review	County Counsel Reviewed and Approved 5/26/20 JM
Contact Person	Elizabeth Gomez, Financial Operations Manager, NCPRD 503-742-4352

BACKGROUND:

Each fiscal year it may become necessary to create new appropriation categories, reduce allocations, allocate additional sources of revenue, transfer budgeted appropriations, and appropriate additional expenditures to more accurately meet the changing requirements of the North Clackamas Parks and Recreation District.

The attached resolution reflects such changes requested in keeping with a legally accurate budget. These changes are in compliance with ORS 294.473, which allows for governing body approval of supplemental budget changes for items greater than ten percent of the qualifying expenditures of the budget fund(s) being adjusted.

The attached resolution reflects the above-mentioned changes as required by the District in keeping with a legally accurate budget.

- The North Clackamas Parks and Recreation District Capital Projects Fund is decreasing the *Interfund Transfer* and reducing appropriations in the *Capital Outlay* category, in the amount of \$2,912,661, to ensure budgeted transfers are equal.
- The North Clackamas Parks and Recreation District Nutrition and Transportation Fund - Nutrition is recognizing additional, unanticipated revenue from our *Contract with Clackamas County Social Services*, and increasing appropriations in the *Nutrition* category, in the amount of \$137,985 for additional, unanticipated expenditures related to the increased need for Nutrition Services, in response to the COVID-19 pandemic.

RECOMMENDATION:

Staff respectfully recommends the Board approve Resolution 2020-____, including Exhibit A, in keeping with a legally accurate budget.

ATTACHMENTS:

1. Resolution 2020-____

Respectfully submitted,



Laura Zentner, Director
Business and Community Services

**BEFORE THE BOARD OF
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
OF CLACKAMAS COUNTY, STATE OF OREGON**

A RESOLUTION OF THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS ACTING AS THE GOVERNING BOARD OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT AND PROVIDING AUTHORIZATION FOR ITEMS MORE THAN 10 PERCENT OF TOTAL QUALIFYING EXPENDITURES, TRANSFERRING AND MAKING APPROPRIATIONS FOR FISCAL YEAR 2019-2020



Resolution No. 2020-_____

Whereas, during the fiscal year new appropriation categories may become necessary, changes in appropriated expenditures may become necessary, and appropriation may need to be increased, decreased, or transferred from one appropriation category to another, as detailed in the attached Exhibit A which is by this reference made as a part of this Resolution;

Whereas, a supplemental budget for the period of July 1, 2019 through June 30, 2020, inclusive, has been prepared, published and submitted to the District taxpayers as provided by statute;

Whereas, a hearing to discuss the supplemental budget was held before the Board of North Clackamas Parks and Recreation District on June 18, 2020;

Whereas, the funds being adjusted are:

- North Clackamas Parks and Recreation District Nutrition and Transportation Fund - Nutrition
- North Clackamas Parks and Recreation District Capital Projects Fund

NOW THEREFORE, the Clackamas County Board of County Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District resolves as follows:

Pursuant to its authority under ORS 294.473, the supplemental budget is adopted and appropriations established as shown in the attached Exhibit A.

DATED this June 18, 2020

**BOARD OF COUNTY COMMISSIONERS ACTING AS THE BOARD OF DIRECTORS
OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
Exhibit A
CHANGES OF MORE THAN 10% OF BUDGET
June 18, 2020

Recommended items by revenue source:

North Clackamas Parks and Recreation District

Capital Projects Fund - Fund 480

Revenues:

I/F Transfer From Fund 283	\$ (2,912,661)
Total Revenue	<u>\$ (2,912,661)</u>

Expenditures:

Capital Outlay	\$ (2,912,661)
Total Expenditures	<u>\$ (2,912,661)</u>

The North Clackamas Parks and Recreation District Capital Projects Fund is decreasing the *Interfund Transfer* and reducing appropriations in the *Capital Outlay* category, in the amount of \$2,912,661, to ensure budgeted transfers are equal.

North Clackamas Parks and Recreation District

Nutrition and Transportation Fund - Nutrition - Fund 270

Revenues:

Contract with Clackamas County Social Services	\$ 137,985
Total Revenue	<u>\$ 137,985</u>

Expenditures:

Nutrition	\$ 137,985
Total Expenditures	<u>\$ 137,985</u>

The North Clackamas Parks and Recreation District Nutrition and Transportation Fund - Nutrition is recognizing additional, unanticipated revenue from our *Contract with Clackamas County Social Services*, and increasing appropriations in the *Nutrition* category, in the amount of \$137,985, for additional, unanticipated expenditures related for the increased need to Nutrition Services, in response to the COVID-19 pandemic.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

June 18, 2020

Development Agency Board
Clackamas County

Members of the Board:

**A Board Resolution Adopting and Appropriating Funds for the 2020-21 Budget
for the Clackamas County Development Agency**

Purpose/Outcomes	Adopting and Appropriating Funds for the 2020-21 Budget
Dollar Amount and Fiscal Impact	None
Funding Source	Urban Renewal – Tax Increment Financing
Duration	2020-2021 fiscal year
Previous Board Action	Budget Committee Meeting – May 26, 2020
Counsel Review	Reviewed and approved by County Counsel on June 9, 2020
Strategic Plan Alignment	Build public trust through good government
Contact Person	Dave Queener, Program Supervisor – Development Agency 503-742-4322 or davidque@clackamas.us

BACKGROUND:

Attached is the Fiscal Year 2020-21 budget resolution for the Clackamas County Development Agency, the urban renewal authority for Clackamas County. The proposed budget consists of general operating funds for the Clackamas Town Center plan area (CTC), Clackamas Industrial Development Area (CIA), and North Clackamas Revitalization Area (NCRA).

The Development Agency Budget Committee conducted a public meeting on the proposed budget May 26, 2020. The committee approved the proposed budget and recommends Board approval.

The attached Resolution adopts and appropriates funds for the Development Agency Budget July 1, 2020 through June 30, 2021 inclusive and directs copies of the Budget be transmitted to the County Clerk and Assessor.

RECOMMENDATION:

Approve the attached Resolution adopting and appropriating funds for the FY 2020-21 Clackamas County Development Agency Budget.

Respectfully submitted,

Dave Queener

Dave Queener, Program Supervisor
Development Agency

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

In the Matter of a Resolution
Adopting and Appropriating
Funds for the 2020-2021 Budget
for the Clackamas County
Development Agency (Tax
Increment Financing Areas)



Resolution No. _____
Page 1 of 3

Whereas, the Board of County Commissioners acts as the governing body of the Clackamas County Development Agency (“Board”); and

Whereas, the operating expenditures and revenues constituting the operating fund and debt service fund budgets for the Clackamas Town Center Development Area, and the operating fund budget for the Clackamas Industrial Development Area, and the operating fund and debt service fund budgets for the North Clackamas Revitalization Area, all of which are tax increment financing plan areas for the period of July 1, 2020 through June 30, 2021, inclusive, have been prepared and published and submitted to the taxpayers for recommendation at a public hearing held on June 18, 2020 as provided by statute; and

Whereas, the opportunity for public comment was made available to any resident of the tax increment financing plan area or the general County; and

Whereas, the Clackamas County Development Agency Budget Committee conducted a public meeting on the proposed FY 2020-2021 budget on May 26, 2020 and approved the budget and recommends Board approval; and

NOW THEREFORE, the Board of County Commissioners acting as the governing body of the Clackamas County Development Agency resolves as follows:

1. The operating fund budget and debt service fund budget for the Clackamas Town Center Development Area is appropriated as follows:

OPERATING FUND	
Public Ways & Facilities	\$ 18,635,271
Not Allocated to Organizational Unit Contingency	\$ <u>555,000</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 19,190,271
DEBT SERVICE FUND	
Not Allocated to Organizational Unit Interfund Transfer to Fund 450	\$ <u>12,418,305</u>
TOTAL DEBT SERVICE FUND	\$ 12,418,305

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

In the Matter of a Resolution
Adopting and Appropriating
Funds for the 2020-2021 Budget
for the Clackamas County
Development Agency (Tax
Increment Financing Areas)



Resolution No. _____

Page 2 of 3

2. The operating fund budget for the Clackamas Industrial Development Area is appropriated as follows:

OPERATING FUND	
Public Ways & Facilities	\$ 3,615,222
Not Allocated to Organizational Unit Contingency	<u>\$ 488,500</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 4,103,722

3. The fund budget for the Clackamas Industrial Development Area also contains the following unappropriated fund balance:

Reserve for Future Expenditures	<u>\$ 2,276,955</u>
TOTAL UNAPPROPRIATED FUND BALANCE	\$ 2,276,955

4. The operating fund budget and debt service fund budget for the North Clackamas Revitalization Area is appropriated as follows:

OPERATING FUND	
Public Ways & Facilities	\$ 8,887,715
Not Allocated to Organizational Unit Contingency	<u>\$ 2,301,538</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 11,189,253

DEBT SERVICE FUND	
Not Allocated to Organizational Unit Debt Service	\$ 1,700,000
Interfund transfer to Fund 453	\$ 10,000,000
Contingency	<u>\$ 9,219,368</u>
TOTAL DEBT SERVICE FUND	\$ 20,919,368

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

In the Matter of a Resolution
Adopting and Appropriating
Funds for the 2020-2021 Budget
for the Clackamas County
Development Agency (Tax
Increment Financing Areas)



Resolution No. _____
Page 3 of 3

5. The FY 2020-2021 ad valorem tax, all of which is subject to the General Government Limitation set forth in section 11b, Article XI of the Oregon Constitution, is certified to the County Assessor for the North Clackamas Revitalization Plan Area in the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX, of the Oregon Constitution and ORS Chapter 457; and

6. The Board hereby adopts the budget for fiscal year 2020-2021 in the total of \$70,097,874 now on file at the Development Services Building.

Total Appropriated	\$ 67,820,919
Total Unappropriated	\$ <u>2,276,955</u>
Total Adopted Budget	\$ 70,097,874

DATED this _____ day of June, 2020.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
Acting as the Governing Body of the
Clackamas County Development Agency

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

A Board Resolution Adopting and Appropriating Funds for the 2020-2021 Budget
for Clackamas County Service District No. 5

Purpose/Outcomes	Adopting and Appropriating Funds for the 2020-2021 Budget
Dollar Amount and Fiscal Impact	None
Funding Source	District rates establish annual assessments levied against properties benefitting from street lighting
Duration	Fiscal Year 2020-2021
Previous Board Contact	Budget Committee Meeting – May 26, 2020
Counsel Review	Reviewed and approved by County Counsel on June 9, 2020
Strategic Plan Alignment	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone) wendicor@clackamas.us

BACKGROUND:

Attached is the Fiscal Year 2020-2021 budget resolution for the Clackamas County Service District No. 5. The Service District Budget Committee conducted a public meeting on the proposed budget on May 26, 2020. The committee approved the proposed budget and recommends Board approval.

The attached Resolution adopts and appropriates funds for the Service District No. 5 Budget, July 1, 2020 through June 30, 2021 and directs copies of the Budget be transmitted to the County Clerk and Assessor.

RECOMMENDATION:

Approve the attached Resolution adopting and appropriating funds for the Clackamas County Service District No. 5 Fiscal Year 2020-2021 Budget.

Respectfully submitted,

Wendi Coryell

Wendi Coryell, Service District Specialist
Clackamas County Service District No.5



CLACKAMAS

WATER
ENVIRONMENT
SERVICES

Gregory L. Geist
Director

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**RESOLUTION ADOPTING THE WATER ENVIRONMENT SERVICES
2020-21 FISCAL YEAR BUDGET AND MAKING APPROPRIATIONS**

Purpose/Outcomes	Budget adoption for Water Environment Services ("WES").
Dollar Amount and Fiscal Impact	Water Environment Services FY 2020-21 budget in the amount of \$187,516,693 with appropriations totaling \$114,010,217.
Funding Source	WES funds. No General funds.
Duration	July 1, 2020 through June 30, 2021.
Previous Board Action/Review	May 26, 2020 – WES Budget Committee approved the FY 2020-21 budget as presented.
Counsel Review	This Resolution was reviewed and approved by County Counsel on June 8, 2020.
Strategic Plan Alignment	1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance Manager dougwau@clackamas.us
Contract No.	N/A

BACKGROUND:

The attached Resolution and exhibit adopts the budget as published and approved by WES' Budget Committee in accordance with state budget law.

The Budget Committee for WES met on May 26, 2020 to consider its budget. The budget for WES was unanimously approved as recommended by staff. The attached resolution establishes a Fiscal Year 2020-21 budget for WES of \$187,516,693 and makes appropriations of \$114,010,217.

This resolution to adopt and appropriate the Fiscal Year 2020-21 budget has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners of Clackamas County, as the governing body of Water Environment Services, approve the Resolution adopting the budget and making appropriations for Fiscal Year 2020-21 for 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 horizontal line extending to the right.

Greg Geist, Director
Water Environment Services

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

A Resolution Adopting a 2020-21
Fiscal Year Budget and Making
Appropriations for the Period of
July 1, 2020 through June 30,
2021



Resolution No. _____

WHEREAS, the proposed expenditures and resources constituting the budget for Water Environment Services for the period of July 1, 2020 through June 30, 2021, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as required by Oregon statutes; and

WHEREAS, in accordance with ORS 294.920 and Executive Order No. 20-16, the notice of this public hearing and a financial summary were published in The Oregonian on June 6th, 2020 and on the internet at Clackamas.us/budget on June 8th, 2020; and

WHEREAS, ORS 294.456 and ORS 294.910 require municipal corporations to make appropriations when adopting the budget, as shown in Exhibit A.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, AS THE GOVERNING BODY OF CLACKAMAS WATER ENVIRONMENT SERVICES, THAT:

The budget is hereby adopted for the Fiscal Year 2020-2021 in the amount of **\$187,516,693.00** and establishes appropriations of **\$114,010,217.00** as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

ADOPTED this 18th day of June, 2020.

CLACKAMAS COUNTY BOARD OF COUNTY
COMMISSIONERS as the Governing Body
of Water Environment Services:

Chair

Recording Secretary

**WATER ENVIRONMENT SERVICES
FISCAL YEAR 2020-2021 BUDGET
EXHIBIT A**

SANITARY SEWER OPERATING FUND

Materials and Services	\$ 25,015,516
Special Expenditures	
Transfers	18,268,056
Contingency	4,169,000
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 47,452,572</u>

SANITARY SEWER SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 8,723,500
Special Expenditures	
Contingency	2,180,875
TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	<u>\$ 10,904,375</u>

SANITARY SEWER CONSTRUCTION FUND

Capital Outlay	\$ 29,124,500
Special Expenditures	
Contingency	7,281,125
TOTAL CONSTRUCTION FUND EXPENDITURES	<u>\$ 36,405,625</u>

SURFACE WATER OPERATING FUND

Materials and Services	\$ 5,089,029
Special Expenditures	
Transfers	3,000,000
Contingency	848,000
TOTAL OPERATING FUND EXPENDITURES	<u>\$ 8,937,029</u>

SURFACE WATER SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ -
Special Expenditures	
Contingency	-
TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	<u>\$ -</u>

SURFACE WATER CONSTRUCTION FUND

Capital Outlay	\$ 2,141,500
Special Expenditures	
Contingency	535,375
TOTAL CONSTRUCTION FUND EXPENDITURES	<u>\$ 2,676,875</u>

STATE LOAN FUND

Principal and Interest	\$ 612,581
Special Expenditures	
Transfers	200,000
Reserve	53,104
TOTAL DEBT SERVICE FUND EXPENDITURES	<u>\$ 865,685</u>

REVENUE BOND FUND

Principal and Interest	\$ 6,768,056
Special Expenditures	
Reserve	-
TOTAL DEBT SERVICE FUND EXPENDITURES	<u>\$ 6,768,056</u>



Gregory L. Geist
Director

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER AMENDING AND ADOPTING RATES AND CHARGES FOR
WATER ENVIRONMENT SERVICES**

Purpose/Outcomes	Amend and adopt rates and charges for Water Environment Services.
Dollar Amount and Fiscal Impact	Inflationary adjustments to sanitary sewer and surface water rates.
Funding Source	Ratepayer payments for services.
Duration	July 1, 2020 through June 30, 2021.
Previous Board Action/Review	None.
Counsel Review	This Board Order was reviewed and approved by County Counsel on June 8, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance Manager dougwau@clackamas.us
Contract No.	N/A

BACKGROUND:

The attached Order changes the Equivalent Dwelling Unit (“EDU”) monthly charge for wholesale sanitary sewer service within Rate Zone One (contiguous with the boundaries of the Tri-City Service District) of Water Environment Services (“WES”) from \$23.75 to \$24.95 per EDU. The City of Oregon City will be charged an additional amount of \$1.65 per EDU to offset the City’s right of way usage fee. The City of Gladstone will be charged an additional amount of \$1.25 per EDU to offset the City’s right of way usage fee. The monthly service charge for retail sanitary sewer service within Rate Zone One will be adjusted from \$36.40 to \$38.25 per EDU.

The retail EDU monthly charge for sanitary sewer service within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1) will be adjusted from \$50.55 to \$51.25/EDU, and the retail Equivalent Service Unit (ESU) for surface water management services within Rate Zone Two will be adjusted from \$7.30 to \$7.65/ESU. Ratepayers in the City of Happy Valley will be charged an additional amount of 5% or approximately \$2.56 per EDU for sanitary sewer service and approximately \$0.38 per ESU for surface water management service to offset the City’s right-of-way usage fee. The wholesale EDU monthly charge for sanitary sewer service in Rate Zone Two changes from \$37.90 to \$37.95/EDU.

The monthly service charge for retail surface water service will be adjusted from \$4.45 to \$4.65 per Equivalent Service Unit within Rate Zone Three (contiguous with the boundaries of the Surface Water Management Agency of Clackamas County).

These changes are effective for service rendered on and after July 1, 2020. The Order further requires WES to amend its published service charge schedule to reflect this change.

The change in charges for monthly sanitary sewer service and monthly surface water service for WES is pursuant to the Fiscal Year 2020-2021 budget approved by WES' Budget Committee on May 26, 2020, and adopted by the Board on June 18, 2020.

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County, as the governing body of Water Environment Services, approve the Order amending and adopting rates and charges for Water Environment Services.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist".

Greg Geist, Director
Water Environment Services

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

In the Matter of an Order Amending
and Adopting Rates and Charges for
Water Environment Services,
Clackamas County, Oregon

ORDER NO.

Page 1 of 3

This matter came for hearing before the Board of County Commissioners of Clackamas County, Oregon ("Board"), as the governing body of Water Environment Services ("WES"), in public hearing on June 18th, 2020.

WHEREAS, WES finds that WES' Rules and Regulations allow for adoption and amendment of rates and charges by order;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a wholesale sanitary sewer equivalent dwelling unit ("EDU") charge within Rate Zone One of \$24.95 per EDU per month. The City may set such additional amounts for monthly sanitary sewer user charges which shall be added to WES' wholesale sanitary sewer charge, and the entire amount shall be billed by the City;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a retail sanitary sewer charge within Rate Zone One of \$38.25 per EDU per month;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a retail sanitary sewer charge within Rate Zone Two of \$51.25 per EDU per month;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a retail surface water equivalent service unit ("ESU") charge within Rate Zone Two of \$7.65 per ESU per month;

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary for WES to adopt a retail surface water charge within Rate Zone 3 of \$4.65 per ESU per month;

WHEREAS, in order to meet continuing obligations and ensure equity amongst ratepayers and avoid a budget deficit, it is necessary for WES to adopt a methodology that allows for charges to any municipal customer of WES that levies, charges, taxes or otherwise imposes additional costs on WES relating to the use of public right of way within that municipality in an amount equal to the cost of such levy, charge, tax or other cost plus the maximum statutorily allowed interest rate to be charged for late fees;

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

In the Matter of an Order Amending
and Adopting Rates and Charges for
Water Environment Services,
Clackamas County, Oregon

ORDER NO.

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WHEREAS, in order to implement such methodology for Fiscal Year 2020-21, WES shall charge the City of Oregon City \$1.65 per month per EDU served by Oregon City, in addition to the \$24.95 wholesale EDU rate, all effective July 1, 2020, pursuant to WES' approved budget. WES shall charge the City of Gladstone \$1.25 per month per EDU served by Gladstone, in addition to the \$24.95 wholesale EDU rate, all effective July 1, 2020, pursuant to WES' approved budget. WES shall charge the customers of WES residing within the City of Happy Valley an additional 5% or approximately \$2.56 per EDU per month for sanitary sewer service and an additional 5% or approximately \$0.38 per EDU per month for surface water services pursuant to the adopted rate methodology, all effective July 1, 2020, pursuant to WES' approved budget.

The Board, having held a hearing, considered testimony, factual supporting materials and the above findings and rate methodology, and being fully advised, it is hereby ORDERED:

1. Effective July 1, 2020, WES' published service charge schedule is amended in part to reflect the changes in charges below:
 - a. WES' wholesale sanitary sewer service charge shall be \$24.95 per month for each dwelling unit or equivalent dwelling unit as assigned each class of service, which shall be paid by the City for each user from the date of connection of such user to the sewerage system within Rate Zone One (contiguous with the boundaries of the Tri-City Service District). Payment shall be made to the City in which the property is located for subsequent remittance to WES, except for those areas billed directly to the users by WES. WES shall bill for and directly receive the retail charge of \$38.25 for retail sanitary sewer customers within Rate Zone One. WES shall bill the City of Oregon City an additional \$1.65 per EDU, pursuant to the adopted rate methodology. WES shall bill the City of Gladstone an additional \$1.25 per EDU, pursuant to the adopted rate methodology. WES shall set the sewer service charges for each user based upon WES' service charge schedule.
 - b. WES' retail sanitary sewer service charge shall be \$51.25 per month for each dwelling unit or equivalent dwelling unit within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1). WES shall charge retail customers of Rate Zone Two residing in the City of Happy Valley an additional 5% or approximately \$2.56 per EDU for sanitary sewer service pursuant to the adopted rate methodology. WES' wholesale sanitary sewer service charge within Rate Zone Two shall be \$37.95 per month for each dwelling unit or equivalent dwelling unit as assigned each class of service, which shall be paid by the Cities of Milwaukie and Johnson City for each user from the date of connection of such user to the sewerage system within Rate Zone Two.
 - c. WES' retail surface water service charge shall be \$7.65 per month for each service unit or equivalent service unit within Rate Zone Two (contiguous with the boundaries of Clackamas County Service District No. 1). WES shall charge retail customers of Rate Zone Two residing in the City of Happy Valley an additional 5% or approximately \$0.38 per EDU for surface water service pursuant to the adopted rate methodology.

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

In the Matter of an Order Amending
and Adopting Rates and Charges for
Water Environment Services,
Clackamas County, Oregon

ORDER NO.

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- d. WES' retail surface water service charge shall be \$4.65 per month for each service unit or equivalent service unit within Rate Zone Three (contiguous with the boundaries of the Surface Water Management Agency of Clackamas County).
2. WES staff is directed to publish the amended service charge schedule in accordance with this Order.
3. In all other respects, the Rules and Regulations of WES remain in full force and effect.
4. An executed copy hereof shall be kept on file at Water Environment Services.

PASSED this 18th day of June, 2020, after public hearing by the Board of County Commissioners at its regular meeting.

BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON
As the Governing Body of
Water Environment Services

Chair

Recording Secretary



Gregory L. Geist
Director

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**RESOLUTION ADJUSTING SYSTEM DEVELOPMENT CHARGES FOR
WATER ENVIRONMENT SERVICES FOR FY 2020-2021**

Purpose/Outcomes	Ensuring continued collection of system development charges and increasing the revenues received from new development within Water Environment Services ("WES").
Dollar Amount and Fiscal Impact	Projected to collect ~\$125,000 in additional wholesale Sanitary Sewer System Development Charges ("SDC") revenues annually. Projected to collect ~\$2,200 in additional Rate Zone Two Surface Water SDC revenues annually.
Funding Source	No General Funds involved.
Duration	Permanent.
Previous Board Action/Review	In June 2019, the Board adopted a Sanitary Sewer SDC of \$7,850 and a Surface Water SDC of \$211.
Counsel Review	This Resolution was reviewed and approved by County Counsel on June 8, 2020.
Strategic Plan Alignment	1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance Manager dougwau@clackamas.us
Contract No.	N/A

BACKGROUND:

Water Environment Services, an intergovernmental partnership formed under ORS Chapter 190 ("WES")'s Rules and Regulations allow for inflationary adjustments to the Sanitary Sewer and Surface Water System Development Charges ("SDCs").

On May 26, 2020, staff presented to Water Environment Services' Budget Committee the Fiscal Year 2020-21 budget, which included an inflationary increase in the Sanitary Sewer SDC of 1.98% to \$8,005, and an inflationary increase in the Surface Water SDC of ~1.9% to \$215. The Budget Committee unanimously voted to recommend approval of the budget, which included the increases.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners, as the governing body of Water Environment Services, adopts the resolution increasing the sanitary sewer wholesale services system development charge to \$8,005, and increasing the surface water system development charge to \$215 for WES Rate Zone Two.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a stylized flourish extending to the right.

Greg Geist, Director
Water Environment Services

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

A Resolution Adjusting System
Development Charges for Water
Environment Services for Fiscal
Year 2020-2021

ORDER NO.

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This matter coming before the Board of County Commissioners of Clackamas County, Oregon, as the governing body of Water Environment Services (the "Board"),

WHEREAS, on June 29, 2017, the SDC methodology for CCSD No. 1 and TCSD were adopted as the System Development Charge ("SDC") methodology for Water Environment Services ("WES"); and

WHEREAS, WES' Rules and Regulations allow for adjustments to SDCs by resolution based upon the periodic application of a specific cost index; and

WHEREAS, inflationary calculations are to be based upon Construction cost changes in the Engineering News Record Construction Cost Index; and

WHEREAS, the percent change in the Engineering News Record's average annual construction cost index for 2019 reflected an increase of one and ninety-eight hundredths percent (1.98%) from 2018; and

WHEREAS, on May 26, 2020, the Water Environment Services Budget Committee approved the Fiscal Year 2020-21 budget for WES, which included a Sanitary Sewer wholesale SDC rate of \$8,005 and a Surface Water SDC rate of \$215; and

WHEREAS, in order to meet the continuing obligations and ensure effective performance of WES, it is necessary to adopt an increased Sanitary Sewer wholesale SDC of \$8,005, and also adopt an increased Surface Water SDC within Rate Zone Two of \$215;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, AS THE GOVERNING BODY OF WATER ENVIRONMENT SERVICES, THAT:

1. Effective July 1, 2020, the WES wholesale sanitary sewer service system development charge shall be adjusted by approximately 1.98% to Eight Thousand Five Dollars (\$8,005.00) per equivalent dwelling unit as defined and applied by the WES Rules and Regulations and the previously-adopted methodology; and
2. Effective July 1, 2020, the WES surface water system development charge within Rate Zone Two shall be adjusted by approximately 1.9% to Two Hundred Fifteen Dollars (\$215.00) per equivalent service unit as defined and applied by the WES SDC ordinance and the previously-adopted methodology; and
3. WES staff is directed to publish these updated SDC charges where appropriate, in accordance with this order; and
4. An executed copy hereof shall be kept on file at WES.

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

A Resolution Adjusting System
Development Charges for Water
Environment Services for Fiscal Year
2020-2021.

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ADOPTED this 18th day of June, 2020.

CLACKAMAS COUNTY BOARD OF COUNTY
COMMISSIONERS as Governing Body
of Water Environment Services:

Chair

Recording Secretary

June 18, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #160440, Amendment with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents

Purpose/Outcomes	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons age 60 and over in Clackamas County
Dollar Amount and Fiscal Impact	The total agreement is \$7,965,973. Funded by Federal OAA Funds and State General Funds designated for the OPI Programs.
Funding Source	Federal Older American Act & State General Fund - \$292,364 of County General Funds are used to meet match requirements for internal programs.
Duration	Effective July 1, 2019 and terminates on June 30, 2021
Previous Board Action	071819-A6, 010920-A3, 043020-A6
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	County Counsel reviewed and approved the original agreement on 7/9/19, amendment #1 on 12/16/19, and amendment #2 on 4/20/20. EOC Command reviewed amendment #3 and approved on 5/28/20
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9337

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Intergovernmental Grant Agreement #160440, Amendment 3 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services and Supports. This amendment updates the grant funding for the Social Services Division to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons 60 and over living in Clackamas County. The services provided include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, information and referral activities, and In-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in their communities for as long as possible.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, Community Services and Supports. The biennial allocation increased by \$1,717,223 from \$6,248,750 to \$7,965,973. This agreement reflects the adjustments to the OAA funds with additional program funding for providing services in response to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19. The expenses charged to General Fund to meet the match obligation are the Indirect and Allocated costs associated with the Program Staff who deliver these services. This amendment was reviewed and approved by EOC Command on May 28, 2020. It is retroactive to April 21, 2020.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health Housing & Human Services



Grant Agreement Number 160440

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This is amendment number **3** to Grant Agreement Number **160440** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Clackamas County
Acting by and through its
Clackamas County Social Services Division (CCSS)
District 2, Type A
Serving: Clackamas County
Attention: Brenda Durbin
PO Box 2950 - 2051 Kaen Road
Oregon City, Oregon 97045
Telephone: 503-655-8640
Facsimile: 503-655-8889
E-mail address: brendadur@co.clackamas.or.us**

hereinafter referred to as “Recipient” or “AAA” or “County”

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice. Recipient’s performance of the Program described in Exhibit A, Part 1, with the additional funding for providing services to respond to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19, may start **April 21, 2020**. This amendment shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2

2. The Agreement is hereby amended as follows below. Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bolded**.

a. Amend **Grant Disbursement Generally**, Section 3 only as follows:

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$. \$6,248,750.00~~. **\$7,965,973.00** DHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. DHS will disburse the grant to Recipient as described in Exhibit A.

b. Amend **Exhibit A, Part 2, “Payment and Financial Reporting, for Older American Act and Oregon Project Independence services”**, section 1.b only **“Funding Appropriations”**, as follows:

b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall be as set forth below:

Older Americans Act	\$3,324,480 <u>\$4,078,566</u>	CFDA 93.044, 93.045, 93.043, 93.052, 93.041
NSIP	\$344,444 <u>\$343,532</u>	CFDA 93.053
IT Admin Funds	\$7,293	
Continued Seq Mitig Spa Funds	\$201,117	
Continued EBSPA Funds	\$0	
Oregon Project Independence	\$2,058,266	
Families First Coronavirus Response Act Funding	\$313,150	CFDA 93.045
<u>CARES Act Funding, Title III-B, Supportive Services</u>	<u>\$218,519</u>	<u>CFDA 93.045</u>
<u>CARES Act Funding, Title III-C, Nutrition and Meals Services</u>	<u>\$624,548</u>	<u>CFDA 93.045</u>
<u>CARES Act Funding, III-E, Family Caregivers Support Program</u>	<u>\$120,982</u>	<u>CFDA 93.045</u>
Other State Funds	\$00	

- c. Amend **Exhibit A, Part 2, “Payment and Financial Reporting, for Older American Act and Oregon Project Independence services”**, to include a new subsection “1.g” concerning "Coronavirus Aid, Relief, and Economic Security (CARES) Act" to include OAA Supportive Services, Nutrition, and Family Caregiver Support programs, incorporated herein by reference and stated as follows:

g. AAAs will be allowed to carry forward CARES Act Funding over until September 30, 2021, to provide for program services.

- d. Amend **Exhibit A, Part 3 “Special Terms and Conditions”**, to include specific requirements related to the use of “Coronavirus Aid, Relief, and Economic Security (CARES) Act” funding, to include a new Section 4, “Major Disaster Declaration number DR4499OR Agreement Provisions”, incorporated herein by reference and stated as follows:

4. Major Disaster Declaration number DR4499OR Agreement Provisions.

DHS is acquiring the services under this amended Agreement for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. DHS intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, for the costs, and Recipient shall provide to DHS timely reports that provide enough detail to DHS’ reasonable satisfaction, in order to obtain federal reimbursement.

This Agreement is subject to the additional federal terms and conditions located at:

<https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf> as may be applicable to this Agreement.

3. **Exhibit E** as shown at: <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/Pages/AAA-Financial.aspx> has been updated and is incorporated herein by reference.
4. In accordance with **Exhibit A Part 2, Section 2** and the funds use statement therein which provides: “No funds will be authorized for use by AAA without submission and approval of the Area Plan.”, Recipient agrees to include Coronavirus Aid, Relief, and Economic Security (CARES) Act funding plans in its submission and approval of the Area Plan.
5. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

6. **Recipient Data and Certification.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): Clackamas, County of

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR

Email address: stefanierei@clackamas.us

Telephone: (503) 655-8330 Facsimile: (503) 655-8889

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

Workers' Compensation Insurance Company: self-insured pool

Policy #: _____ Expiration Date: _____

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

7. Signatures.

Clackamas County

By:

_____	<u>Richard Swift</u>
Authorized Signature	Printed Name
Director, Health, Housing & Human Services Dept	_____
Title	Date

State of Oregon acting by and through its Department of Human Services

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

<u>Wendy Johnson, Sr. Asst. Attorney General</u>	<u>May 18, 2020</u>
Department of Justice	Date

June 11, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Software Services Agreement /
Procurement of Software Services with Firstwatch Solutions Inc.**

Purpose/ Outcomes	A surveillance data and analytics platform for emergency medical services partners that enables coordinated response to incidents in near real-time. This software modernizes and enhances surveillance and situational awareness for the local COVID-19 emergency response.
Dollar Amount and Fiscal Impact	Contract total value of \$452,045.64
Funding Source	Emergency Medical Services Cost Savings Account (System Enhancement Fund) No County General Funds are involved.
Duration	Total Duration of seven (7) years. Five (5) year base period plus two (2) option years. This agreement is effective upon board signature and will terminate on June 1, 2025
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Improve community safety and health 2. Ensure safe, healthy, and secure communities
Counsel Review	County Counsel reviewed and approved this document on March 27, 2020.
Contact Person	Philip Mason-Joyner 503-742-5956
Contract No.	2854

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department (H3S) requests the approval of Software Services Agreement /Procurement of Software Services with Firstwatch Solutions Inc.

The H3S / Public Health Division has determined in conjunction with its EMS partners that immediate deployment of a near real-time Emergency Medical Services (EMS) surveillance data and analytics tool is needed. This will enable us to bring together multiple streams of data-reporting into an easy to use dashboard that puts previously inaccessible information immediately to use by EMS partner agencies and the local public health authority.

By combining 9-1-1 computer assisted dispatch, Fire and EMS patient care reports, hospital admissions, public health surveillance and a host of other near real-time data, this software should enable system partners to coordinate and respond to incidents as they are emerging, rather than responding hours, days or weeks later as information slowly becomes available. To enhance surveillance and situational awareness of COVID-19 this software will enable the County to monitor the EMS system and the population's health in near real-time.

As an analytics suite this type of software serves to facilitate quality improvement and assure regulatory compliance. Additionally, Clackamas County Public Health is tasked with ensuring the regulatory oversight of the EMS system, specifically meeting agreed to standards of service delivery and scene arrival time. Currently this task is administered by an EMS Coordinator who manually analyzes and standardizes a disparate variety of compliance reports submitted by agencies. The adoption of EMS analytics software should enhance transparency by having compliance monitoring achieved in real-time by an off-site third-party vendor who could provide these reports independently of both the County and contractor.

PROCUREMENT PROCESS:

On April 09, 2020, a Sole Source Request was submitted to the Procurement office and was approved by the Chief of Procurement on April 20, 2020. A Notice of Intent to Award Sole Source Contract was advertised in accordance with ORS 279B and LCRB Rule C-046-0440 on April 22, 2020. The County did not receive any comments during the seven (7) day protest period. Procurement and Counsel have negotiated the proposed contract with Firstwatch Solutions Inc. and have come to a tentative agreement.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Software License Agreement, Government Addendum, and Business Associate Agreement with Firstwatch Solutions Inc. and, to complete the transaction, authorize the Procurement Office to execute any other needed instruments and purchase orders in order to complete the full seven (7) year term.

Respectfully submitted,



Richard Swift, Director

Placed on the Agenda of 6-18-2020 by Procurement and Contract Services

**CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract # 2854**

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Public Health Department and FirstWatch Solutions, Inc. ("Contractor"). This Addendum shall be attached to, and incorporated into the FirstWatch Solutions, Inc. Software License Agreement ("Vendor Agreement"). As used below, "Contract" means this Addendum, the Vendor Agreement, and all other Exhibits listed in Section B. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control. No other terms or conditions, whether from the Contractor or its partners or affiliates, including standard click through license or website terms or use of privacy policy, shall apply to the Customer unless such terms are included in this Contract.

- A. Term.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 01, 2025. This contract may be extended for two additional annual option periods.
- B. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed four hundred fifty-two thousand forty-five dollars sixty-four cents (\$ 452,045.64), for accomplishing the Work required by this Contract under the base term and two additional annual option periods. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- C. Exhibits.** The following Exhibits are hereby attached to, and incorporated into this addendum by reference:
 - Exhibit A – FirstWatch Solutions, Inc. Software License Agreement (Vendor Agreement)
 - Exhibit B – FirstWatch Statement of Work (SOW)
 - Exhibit C – Clackamas County Additional Federal Terms and Conditions
 - Exhibit D – Clackamas County Business Associate Agreement (BAA)
- D. County Contract Administrator.** The County Contract Administrator for this Contract is **Philip Mason-Joyner**.
- E. Invoices and Payments.** Invoices shall be submitted to: **Philip Mason-Joyner** Email: pmason@clackamas.us Payment and late fees shall only be in accordance with 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.
- F. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County and the entities named in section R of this contract as additionally insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000.00 per occurrence, with an annual aggregate limit of \$3,000,000.00

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- G. Debt Limitation.** The 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.
- H. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- I. Governing Law; Venue.** 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.
- J. Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- K. Compliance.** Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This includes, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans’ Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein.
- L. Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this

state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- M. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County and the entities identified in section R of this Contract, 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 Contractor or Contractor's employees or agents. Any obligation of the listed entities to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.
- N. HIPAA Compliance.** Subject to the U.S. Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulation, the Standard of Privacy of Individuals Identifiable Health Information at 45 C.F.R. Part 160 and 164, Subpart A and E, the County is required to enter into a Business Associate Agreement, attached hereto as Exhibit D, with the Contractor prior to the commencement of any work under this Contract. Contractor acknowledges and agrees that protected health information ("PHI") disclosed by County to Contractor may only be used by or disclosed to Contractor pursuant the Business Associate Agreement or pursuant to a written consent in compliance with 42 C.F.R. Part 2, as may be amended from time to time. Contractor agrees to comply with any and all applicable privacy laws including without limitation, 42 C.F.R. Part 2.
- O. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.
- P. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- Q. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- R. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- S. Third Party Beneficiaries.** County, Contractor, and the Fire Districts listed below 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. The Following Entities are specifically identified as third party beneficiaries under this Contract:
- Canby Fire District
 - City of Lake Oswego
 - Clackamas Fire District

- Colton Fire District
- Gladstone Fire District
- Hoodland Fire District
- Molalla Fire District
- Sandy Fire District
- Tualatin Valley Fire & Rescue

T. 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.

U. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

V. Data Security. Contractor agrees to preserve the confidentiality, integrity and accessibility of County data with administrative, technical and physical measures that conform to generally recognized industry standards, outlined above, and best practices. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by Contractor or open source support. Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of County data caused by a breach of its data security.

W. Data Transmission. Contractor agrees that any and all electronic transmission or exchange of system and application data with County and/or other parties expressly designated by County shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with “Data Re-Use” below.


X. Additional Federal Terms & Conditions.

The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein. Further Federal Language is listed in Exhibit C.

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

FirstWatch Solutions Inc.

Clackamas County

 5/27/20

 Authorized Signature Date

 Authorized Signature Date

Todd Stout, President

 Name/Title (Printed)

 Name/Title (Printed)

Approved As To Form:

[Handwritten signature]

05/27/2020

Clackamas County Counsel

Date



Every Record. In Real Time. Automatically.

04/30/2020

Philip Mason-Joyner
Operations Manager
Clackamas Public Health
2051 Kaen Road
Oregon City, OR 97045

Dear Mr. Mason,

We are pleased and honored that you have chosen to deploy the FirstWatch® Early Event Detection System at Clackamas Public Health. You are joining a growing number of communities, large and small, who recognize the value of real-time syndromic surveillance, situational awareness, operational analysis, clinical improvement and alerting ability found in FirstWatch.

Please accept the following documents; starting with a short 3-page license Agreement along with other documentation to assist with the acquisition and installation of your FirstWatch System.

- **Software License Agreement**
- **Schedule A:** Defined Terms
- **Schedule B:** Project Services, Pricing, Payment Schedule, Contact Information and Technical Specification
- **Schedule C:** Acceptance Test Plan. This document will be used to validate that the FirstWatch system is operating to specifications

Please review these documents and feel free to contact FirstWatch if you have any questions or comments.

Best Regards,

Katelyn Gilligan

Katelyn Gilligan
Project Manager
(760)658-9850
kgilligan@FirstWatch.net

www.FirstWatch.net

1930 Palomar Point Way, Suite 101 • Carlsbad, CA 92008 • Phone 760.943.9123 • Fax 760-942-8329



Every Record. In Real Time. Automatically.

FIRSTWATCH SOLUTIONS, INC. SOFTWARE LICENSE AGREEMENT

1. *Parties; Effective Date.* This Software License Agreement ("Agreement") is between FirstWatch Solutions, Inc., 1930 Palomar Point Way., Suite 101, Carlsbad, California 92008 ("FirstWatch") and the undersigned software user ("Client" or "Agency"). This Agreement is effective on the date last signed ("Effective Date").

2. *Purpose of Agreement.* FirstWatch is a provider of data monitoring and biosurveillance software and related services to organizations and agencies in the fields of public health and public safety. Client desires a license to use the FirstWatch software identified on Schedule B ("Software") according to the terms of this Agreement.

3. *Grant of License.* FirstWatch grants Client a license to load and execute the Software on a computer located at the Site identified on Schedule B for use by its employees and staff in connection with its syndromic surveillance system. Client may make backup and archival copies of the Software. FirstWatch further grants Client express authority to share its license with the entities listed within the section R of Government Addendum #2854 this Contract is attached to.

4. *License Term; Maintenance Services.* The term of the Software license is perpetual. However, Client shall be entitled to Software updates, upgrades, enhancements, new versions, bug fixes, other improvements to the Software and access to the FirstWatch Subscriber Site, and to technical assistance relating to the Software, for the term(s) described in Schedule B of this Software License Agreement and with payment in full for the maintenance portion of the Agreement. The term of Software Maintenance and Support commences upon the date of Software Acceptance.

5. *FirstWatch Intellectual Property Rights.* The license is nontransferable and nonassignable without the prior, written permission of FirstWatch. Client may not modify, enhance, or create derivative works, decompile, disassemble, or reverse engineer the Software, or make copies other than as authorized in Section 3. All rights not licensed are reserved to FirstWatch and no rights may be implied. FirstWatch retains all intellectual property rights in the Software, and Client agrees to implement software protection measures designed to prevent unauthorized use and copying of the Software.

6. *Delivery, Installation, and Testing.* Client is responsible for acquiring all hardware, equipment, and other software; for preparing the site (including physical and electrical requirements); for properly configuring the

computing environment on which the Software will reside, and for installing the Software in accordance with Schedule B and Client shall test the Software within ten (10) days after FirstWatch has enabled Client's access to the Software.

7. *Acceptance.* The Software is Accepted upon the earlier of when (a) Client determines that the Software performs in accordance with the criteria set forth in the Acceptance Test Plan ("ATP"), set forth in Schedule C, or (b) the Software has been installed for thirty (30) days and Client has not advised FirstWatch that the Software fails to materially conform to the ATP. If the Software does not so perform for reasons inherent in the Software (and not, for example, third party hardware, software, equipment, or system configuration), FirstWatch will promptly replace the Software with materially conforming Software. Client shall test the revised Software and, unless the parties agree otherwise, Client may either (1) Accept the Software as conforming, (2) Accept the Software AS IS, or (3) reject the Software. If Client rejects the Software it shall delete the Software from its computing system, shall certify in writing such deletion, and FirstWatch shall refund all Software license fees paid by Client. Client shall have thirty (30) days after initial delivery to finally Accept or reject the Software. The foregoing is the sole remedy available in the event of nonconforming Software.

8. *Client Satisfaction.* FirstWatch desires that Client is fully satisfied with the Software and Services. If, within ninety (90) days after acceptance, for any reason, Client is not satisfied with the Software, Client may elect to return the Software and receive a full refund of all Software license fees paid to FirstWatch.

9. *Fees and Payments.* Client shall pay all fees according to the terms of Schedule B, and to pay a late fee of one and a half percent (1.5%) interest per month on all overdue amounts for any fees due and payable under the Agreement. Client shall pay for all travel-related expenses in accordance with the Client's travel reimbursement policy, found at <https://www.clackamas.ais/finance/terms.html>, for Software-related services such as on-site installation, training, customization, integration, support, and maintenance. Travel-related expenses are not included in the not to exceed amount set forth in Schedule B. Any additional services will be pursuant to a separate written agreement.

10. *Limited Warranties; Exclusions.*

FirstWatch warrants that during the Acceptance testing period, and while Client is receiving covered Maintenance Services per section 4 of this Agreement, the Software will perform in substantial conformance with the ATP, provided that the Software has been used as specified by FirstWatch. FirstWatch will use its best efforts to correct any material nonconformance within ten (10) business days after receipt of written notice of such nonconformance and Client's provision of any data, output, or other documentation or description of the nonconformance.

The limited software warranty applies only to Software used in accordance with the Agreement and does not apply if the Software media or Software code has been subject to accident, misuse, or modification by a party other than FirstWatch or as authorized by FirstWatch.

FirstWatch does not warrant that the functions contained in the Software will meet Client's specific needs, industry requirements, be error-free, or operate without interruption. The remedies in this Section 10 are the sole and exclusive remedies provided by FirstWatch relating to the Software.

THESE LIMITED WARRANTIES ARE IN LIEU OF, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. *Limitation of Liability.* Neither party shall be liable for indirect, incidental, consequential, special, punitive or exemplary damages, or for lost profits or business interruption losses, in connection with the Software or this Agreement, regardless of whether it has been made aware of their possibility. - Except for claims arising from bodily injury, property damage, gross negligence, or a breach of a party's confidentiality obligations under this Agreement, in no event shall either party's liability for any claims arising out of or in any way related to this Agreement exceed the aggregate insurance maximums required under the government addendum that is attached to this Agreement.

12. *Termination.* Either party may terminate this Agreement if there is a material breach by either party that is not cured within thirty (30) days after receipt of written notice of such breach. Upon termination of this Agreement, Client shall promptly discontinue using the Software and return to FirstWatch, or certify in writing, the destruction of all Software, Documentation, and FirstWatch training materials.

13. *Indemnification.*

FirstWatch agrees to defend, and hereby indemnifies, Client, from all damages, losses, fees, and expenses awarded by a court of competent jurisdiction, or reached through a settlement, arising out of Client's use of the Software or Documentation when such claim is based upon a third party claim that the Software infringes a U.S. patent, trademark, copyright or trade secret; provided that (a) Client promptly notifies

FirstWatch in writing of such claim; (b) FirstWatch has sole control over the investigation, litigation and negotiation of such claim; (c) Client is current in its payments and in compliance with its obligations under this Agreement; and (d) Client reasonably cooperate, at the expense of FirstWatch, in the defense or settlement of such claim. This indemnification applies only to the Software delivered by FirstWatch and shall not apply if the Software has been modified by party other than FirstWatch, or if the Software has been combined with (or used in connection with) other products and used as a part of an infringing process or method which, but for the combination, would not infringe the intellectual property rights of such third party.

If the Software becomes, or in the opinion of FirstWatch is likely to become, the subject of such a claim, then FirstWatch may either (a) procure (at its expense) Client's right to continue using the Software, or (b) replace or modify the Software to avoid the claim of infringement. If neither of the foregoing alternatives is reasonably available to FirstWatch, then FirstWatch may terminate this license and refund to Client the license fees paid for the Software on a straight-line three-year depreciation basis. This Agreement states the entire liability of FirstWatch with respect to third party claims of intellectual property infringement.

14. *Confidentiality.*

FirstWatch and Client may have access to information that the other considers to be confidential, private, or a trade secret. This information may include, but is not limited to, patient or other data, the Software, technical know-how, technical specifications, software code, manners of conducting business and operations, strategic business plans, systems, results of testing, financial information, and third-party information ("Information").

Each party shall use the other's Information only to perform its obligations under, and for the purposes of, the Agreement. Neither party shall use the Information of the other for the benefit of a third party. Each party shall maintain the confidentiality of all Information in accordance with applicable law and in the same manner in which it protects its own information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the Information.

Upon termination of the Agreement, or upon a party's request, each party shall return to the other all Information of the other in its possession. All provisions of the Agreement relating to confidentiality, ownership, and limitations of liability shall survive the termination of the Agreement.

15. *Ownership of Data.* The parties acknowledge and agree that all Client data ("Data"), is and shall remain the exclusive property of Client. FirstWatch acknowledges that in performing its obligations under the Agreement it may have access to Client networks and Data. FirstWatch will use and access such Data

only as necessary for the purpose of providing the services and supporting the Software as agreed.

16. *HIPAA.* With respect to any protected health information (“PHI”) and to the extent FirstWatch is subject to the provisions of the Health Insurance Portability and Accountability Act as a Business Associate, FirstWatch shall (a) not use or disclose PHI other than as permitted or required by any Agreement between FirstWatch and Client, or as required by law, (b) use appropriate safeguards to prevent use or disclosure of the PHI, (c) report to Client any unauthorized use or disclosure of the PHI of which it becomes aware, (d) ensure that any agent or subcontractor that accesses PHI in order to assist FirstWatch in providing the Services will be bound by the provisions of this Section, (e) reasonably cooperate with Client to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to a governmental agency in the event a governmental agency requests such information, (f) document all its disclosures of PHI and information related to such disclosures, and notify Client of such disclosures, (g) return or destroy all PHI upon termination of the Services under this Agreement. If the parties enter into a separate agreement regarding the use of protected health information, the terms of that separate agreement shall take precedence and control over the terms of this Section 16.

17. *General.*

All required communications shall be in writing and addressed to the recipient party at its address set forth in this Agreement, addressed to the person who signed the Agreement on behalf of such party, or to such address and person as may be designated by such party in writing. All communications are deemed given when hand-delivered; or if mailed, by registered mail with verification of receipt, upon date of mailing; or if by electronic mail or facsimile, when received (with verification of transmission sent promptly to the receiving party along with a hard copy of the communication).

Any part of the Agreement held to be invalid or unenforceable, shall be revised so as to make it valid and enforceable, consistent with the intent of the parties expressed in that provision. All other provisions of the Agreement will remain in full force and effect. The remedies accorded FirstWatch are cumulative and in addition to those provided by law.

The Agreement, all Schedules (A-D), the government addendum, and any amendments thereto constitute the entire understanding of the parties with respect to the subject matter of the Agreement and replaces all prior and contemporaneous written and oral communications, promises, or understandings. The Agreement shall be governed by the laws of the State of Oregon and may be amended only by a writing signed on behalf of both parties. Electronic mail shall not be deemed to constitute a signed writing for

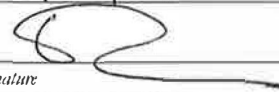
purposes of this modification provision unless expressly identified as an amendment. No waiver of any right or remedy will be effective unless given in writing and signed on behalf of the party making such waiver. No purchase order or other administrative document will amend the Agreement unless signed by a representative of both parties and identified as an amendment to the Agreement, even if accepted by the receiving party without objection.

The Parties may not assign any rights or delegate any duties under the Agreement without the prior, written consent of the other Party, which will not be unreasonably withheld, and any attempt to do so without consent will be void. However, no consent shall be required in the case of a Party’s transfer of all or substantially all of its business or assets by merger, asset sale, or other similar transaction. The Agreement is binding upon the parties’ successors and permitted assigns.

AGREED AND ACCEPTED:

FirstWatch Solutions, Inc.

Date: 5/27/20

By: 

Name: Todd Stout, President

Client Name and Address:

Clackamas Public Health
2051 Kaen Road
Oregon City, OR 97045

Date: _____

By: _____
Signature

Name: _____

Title: _____

Schedule A:

Defined Terms

1. The word "Agreement" to mean this Agreement, as amended, modified or supplemented from time to time in accordance with the terms of this Agreement.
2. The word "Client" or "Agency" to mean Clackamas Public Health.
3. The word "Effective Date" to mean the date in which this Agreement was last signed.
4. The word "Days" to mean Calendar Days.
5. The word "Software" to mean the code installed locally on the Client's server to retrieve and transmit data between systems.
6. The word "Information" to mean confidential patient, private or trade secret data.
7. The word "System" to mean the hardware components that have been carefully chosen so that they work well together and software components or programs that run in the computer.
8. The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by FirstWatch in accordance with the provisions of this Agreement.

Schedule B:

Project Services, Pricing & Payment Schedule, Contact Information & Technical Specifications

Project Services:

- Single license of FirstWatch Thin-Client (Remote Data Gathering) Software installed on Client's dedicated FirstWatch PC/Server
 - All data integrated with Agency's Data Source/System will be integrated via:
 - Connectivity to a data source via ODBC or similar means;
 - or Text or XML **file** output for each incident from a Client-provided process (one or more files for each incident) that provides files on the dedicated FirstWatch PC/Server;
 - or client provided web services interface allowing FirstWatch to securely access, query and receive necessary data via a non-dedicated internet connection. Client provided web services interface will include the ability to encrypt and decrypt data and options to query live and historical data.
 - Data Shuttle, remote connectivity and other software and processes on Client's dedicated FirstWatch PC which work together to reliably and securely transmit data to the FirstWatch Data Center, and allow for remote support, using Client-provided, always-on Internet connectivity.
 - Linking of data sources requires, at a minimum, a unique key that exists within each data source in a useable format.
- Modify centrally located FirstWatch server-based processes, software and database as necessary to receive Client's data, import into FirstWatch database, and monitor for statistically-significant increases in volume or geographic clusters of calls which meet user-defined criteria.
- Provide up to fifty (50) Client-specific user login(s) and password(s) to allow up to fifty (50) simultaneous users on the FirstWatch subscriber Internet site. (Access by additional users may be purchased, and access via FirstWatch to other, 3rd-party services or tools, may be licensed separately.)
- Provide the ability for the Client to define all system included and client purchased "trigger sets" for monitoring by FirstWatch.
- Provide the ability for the Client to define up to fifty (50) alert recipients for each trigger, via a combination of email, text messaging, fax, or compatible paging system.
- Provide a default "All Events" trigger with monitoring and alerts to demonstrate complete functionality of system.

Client Pricing:

Client FirstWatch Pricing				
Line #	Description	Qty.	Unit	Extended
1	Base System License* (DS1 – CentralSquare Inform CAD)	1	\$37,860	\$37,860
2	Annual Support & Maintenance* (DS1)	1	\$8,329.20	\$8,329.20
3	Data Source Integration (DS1)	1	\$7,500	\$7,500
4	Installation / Configuration	1	\$2,500	\$2,500
5	Training / Trigger Consultation / Project Management	1	\$9,500	\$9,500
6	System License* (DS2 – ESO ePCR – Countywide)	1	\$26,502	\$26,502
7	Annual Support & Maintenance* (DS2)	1	\$5,830.44	\$5,830.44
8	Data Source Integration (DS2)	1	\$7,500	\$7,500
9	System License * (DS3 – ProQA)	1	\$4,500	\$4,500
10	Annual Support & Maintenance * (DS3)	1	\$990	\$990
11	Data Source Integration (DS3)	1	\$7,500	\$7,500
12	ProQA Dashboard Report	1	Incl.	Incl.
13	Standard System Triggers (included)	20	Incl.	Incl.
14	Additional Standard System Triggers	40	\$400	\$16,000
15	Additional Standard System Triggers Annual Support & Maintenance	40	\$200	\$8,000
16	Interactive Data Visualization (IDV)	1	\$2,500	Incl.
17	Interactive Data Visualization Annual Support & Maintenance	1	\$550	Incl.
18	Performance Plus Module (PPM)	3	\$2,500	\$7,500
19	Performance Plus Annual Support & Maintenance	3	\$550	\$1,650
20	Academy Analytics FirstWatch Data Integration	1	\$1,000	\$1,000
21	Academy Analytics Data Integration Annual Support & Maintenance	1	\$500	\$500
22	Patient Centric View FirstPass Module (AMR and Clackamas County Fire)	1	\$17,500	\$17,500
23	FirstPass Add-on Agency	9	\$5,000	\$45,000
24	FirstPass Add-on Agency Annual Support & Maintenance	9	\$1,100	\$9,900
25			Total Price	\$225,561.64

* License and Maintenance costs are for monitoring Client's EMS Calls. Assumptions are based on 40,000 annual incidents, and include a 'buffer' of plus or minus (±) 20% of the call volume.

Client Payment Schedule:

Client FirstWatch Payment Schedule	
Project Initiation Payment: 50% >Invoiced for at Contract Execution	\$112,780.82
FirstWatch Base System (DS1) Installation Payment: 40% >Invoiced for at Base System Installation	\$90,224.66
FirstWatch Base System (DS1) Acceptance Payment: 10% >Invoiced for at Base System Acceptance (ATP)	\$22,556.16

Client Maintenance and Support Fees:

Maintenance fees beyond the Term of this Agreement will recur and reflect then-current FirstWatch maintenance and support rates unless otherwise agreed upon by both parties. Any additional maintenance or other costs past the terms of the contract shall be agreed to in writing via an official contract amendment.

The table below shows the not to exceed annual maintenance and support for a base period of (5) years with two additional optional years. Annual maintenance and support fee increase is 2% per year.

Annual Support & Maintenance for Year 2	\$35,904
Annual Support & Maintenance for Year 3	\$36,622
Annual Support & Maintenance for Year 4	\$37,354
Annual Support & Maintenance for Year 5	\$38,101
Annual Support & Maintenance for Year 6 – Optional	\$38,863
Annual Support & Maintenance for Year 7 – Optional	\$39,640

Data Source Conversion Fees:

At least a 90-day notice of a proposed data source change for the FirstWatch OCU and FirstPass Modules and Customized Reports is *highly recommended* as it will allow both parties an opportunity to better prepare to be ready. Should less notice be given, FirstWatch will do its best to manage the required changes, but that may mean it may not be ready when needed.

When customer has FirstWatch FirstPass enhancement module LIVE and switches to new ePCR system; a FirstPass Re-Configuration Fee of up to \$12,000 will be required to modify and validate FirstPass protocol tests and automated queue-based processes and FirstPass reports against customers new ePCR system data. This is in addition to a \$7,500 new Data Source Interface fee (for total of \$19,500).

Contact Information:

Licenser Contact Tax ID No: 05-0544884	Todd Stout, President FirstWatch® 1930 Palomar Point Way, Suite 101 Carlsbad, California, 92008	Phone : 760-943-9123 Fax : 760-942-8329 Email : admin@firstwatch.net
Client Contact	Philip Mason, Operations Manager Clackamas Public Health 2051 Kaen Road Oregon City, OR 97045	Phone : 503-742-5946 Email : pmason@clackamas.us

Technical Specifications:

FirstWatch Hardware Requirements:	
Minimum (only if using existing equipment)	Preferred (required/minimum if new equipment)
Dedicated PC or Virtual Machine used exclusively for FirstWatch purposes	Dedicated Server or Virtual Machine used exclusively for FirstWatch purposes
Pentium IV Compatible 2.0GHz or better as long as it meets the minimum requirements for installed OS	Core Duo 2.4GHz or better
1GB RAM or better	4GB RAM or better
100GB Hard Drive or larger (two partitions 20GB (OS), balance as data)	250GB Hard Drive or larger (two partitions 50GB (OS), balance as data)
10/100mb Ethernet Card	100mb / 1GB Ethernet Card
16/32bit color video, capable of displaying 1024 x 768 in "High" or "True" color	16/32bit color video, capable of displaying 1024 x 768 in "High" or "True" color
Keyboard / mouse / monitor or via KVM	Keyboard / mouse / monitor or via KVM
CD-R/CD R-RW drive or better	CD-RW/DVD drive or better
FirstWatch Software Requirements:	
Minimum	Preferred
Microsoft Windows Server 2003/2008/Windows 10 Professional including all the latest updates and patches loaded	Microsoft Windows Server 2012 R2 (64bit) Standard Edition including all the latest updates.
Complete (run all from my hard drive) installation of Microsoft Access 2010 or later including all the latest updates and patches loaded. If the database to be monitored is MS SQL Server, SQL Server Management Studio can be installed instead of MS Access.	Complete (run all from my hard drive) installation of Microsoft Access 2013 or later including all the latest updates and patches loaded. If the database to be monitored is MS SQL Server Management Studio Tools (Only) is preferred over MS Access.
Note: If Priority Alert was purchased, preferred specifications are required.	NOTE: For general installations, we do not need an instance of MS SQL Server installed on the server —just management studio tools.
ODBC driver or other licensed and approved connectivity to underlying database	ODBC driver or other licensed and approved connectivity to underlying database
Virus Protection Software of customer's choosing	Virus Protection Software of customer's choosing
WinZip or compatible software - Not Required if functionality included in Windows OS	WinZip or compatible software - Not Required if functionality included in Windows OS
Microsoft .NET Framework Version 3.5. (installed with local FirstWatch Thin Client Software)	Microsoft .NET Framework Version 3.5 (installed with local FirstWatch Thin Client Software)
Automated Time synchronization software or process of clients choosing. MS Windows OS feature is fine.	Automated Time synchronization software or process of clients choosing. MS Windows OS feature is fine.

Connectivity / Firewall & Environment:

Always-on high speed broadband Internet connectivity under customer specified and controlled security settings;
Recommend static IP address with hardware firewall.

Read-only Network access to database(s) being monitored (**ODBC connection**)

Outbound only access for **HTTP (port 80)** and **HTTPS (port 443)** with access to *.firstwatch.net.

For agencies using FirstWatch provided Cisco WebEx Remote Access Agent service for installation and support, it may be necessary to create an exception list for WebEx sites on the firewall or proxy to properly use WebEx services. In most cases, the IP Range that can be used to add an exception for the firewall or proxy is 64.68.96.0-64.68.127.255 and ports 80, 443 and 1280.

SMTP account and access through client-controlled server (preferred, **not required**) or SMTP access to mail.stoutsolutions.com and mail.firstwatch.net. SMTP will be required for Priority Alerting Module, which is sold optionally.

Local (not network) server **administrator** account with access to specifications above.

To maximize system availability FirstWatch recommends remote-client hardware be located with other critical systems and when possible include UPS, back-up generator, monitored data circuits) and HVAC controlled secure environment.

Support:**Minimum**

Allow FirstWatch access to the dedicated machine via WebEx Remote Access client services (or authorized substitute, including VPN). WebEx Remote Access client software provided with FirstWatch under maintenance and service Agreement. If VPN or other connection requires additional hardware or software on client or support side, it will be the responsibility of the customer to supply it.

Disclaimer: Although FirstWatch requires a dedicated machine for our applications, some clients have requested running the FirstWatch applications on a server that is shared with other applications or in a virtual server environment. We have successfully deployed in a combination of these configurations and are willing to attempt an install in this environment if the client understands that there is risk involved. The risk is that if another process or application on the same machine renders the machine unresponsive, it could potentially stop the processing of the FirstWatch applications. Conversely the FirstWatch applications may affect the other applications. Therefore, if the client decides to move forward in this manner and results in ongoing problems with our application, we will respectfully request that our system be transferred to a dedicated machine for the purpose of running the FirstWatch applications. FirstWatch staff will be happy to assist the client with reconfiguring the FirstWatch system on a new machine.

Schedule C:

Acceptance Test Plan

Introduction

The FirstWatch Acceptance Test Plan (ATP) is designed to confirm with you, our Client, that FirstWatch data integration has been completed. It is also the tool by which you will be guided through the verification process of FirstWatch Base System Acceptance. Some features and functions may vary depending on data system and type. Each commonly used functionality of the product is provided an expected result for each "test" executed. These tests assume that the data made available to FirstWatch contains the information necessary to provide the functionality to test. An example would be if the underlying data available to FirstWatch does NOT contain patient destination for an ambulance call, then FirstWatch cannot make it available for the user to view or test.

No.	Test	Expected Result	Pass = Y Fail = N	Comment
1	Navigate to the FirstWatch Subscriber Site subscriber.firstwatch.net	FirstWatch Subscriber Site displays	Yes / No	
2	Enter a Username and Password provided to you by FirstWatch.	Successfully log into Status Page showing a quick-view of one or more triggers	Yes / No	
3	Launch your All Calls Trigger	New window opens showing the Event List summary page	Yes / No	
4	Click a hyperlink field from one of the events in the line listing.	Page displays a drill-down of data related to incident/event selected.	Yes / No	
5	Click the View Alert Config link from the top right of the page.	Separate windows displays criteria for which this trigger will alert, or "This trigger is currently not configured for any alerts."	Yes / No	
6	Set Refresh Rate to 1 minute.	Page will reload every 1 minute. Prior to reloading a green "Reloading" bar will appear near the top left section of the page. Reset Refresh Rate to 20 minutes after page reloads so reloads to not interfere with ATP	Yes / No	
7	Click the Graphs link from the top of the page	The GraphIt Summary page will display	Yes / No	
8	Check the Hide Min/Max Events box above the Actual Events Graph.	Shaded area (if present) along Actual Events line will disappear.	Yes / No	
9	Check the Hide Hourly Events box above the Actual Events Graph.	Green bars along bottom axis will disappear	Yes / No	
10	Click the Maps link from the top of the page. The Map link is only present for data sets that include geo-data	Click on the filter icon and select a sub-category in the Group By dropdown. Click an incident on the map and click the Incident Detail hyperlink to launch the incident drilldown.	Yes / No	
11	Click the Layers icon and click the Top 10 Problems category	A multi-colored list of the Top 10 Problems will appear	Yes / No	
12	Click the Destination link from the top of the page. (Only present for data sets which include patient transport destination data)	Page displays a line listing of events separated by transport destination.	Yes / No	

13	Click the Analysis Tool link from the top of the page.	Page displays interactive tool for retrospective analysis.	Yes / No	
14	Specify a Start Date/Time and Stop Date/Time of the last 7 to 10 days. (Default date range will include the last 7 days). Click Event List link.	After calculations are complete, trigger will display line listing of all events for date/time range selected.	Yes / No	
15	Click GraphIt link	GraphIt summary for date/time range selected will display	Yes / No	
16	Click Maps link	Page displays MapShot of all activity for date/time range selected.	Yes / No	
17	Click the Go-Back to real-time link.	Page returns to Event list view.	Yes / No	
18	Press the Log Out button on the top right corner of this trigger.	User will be logged out and redirected to FirstWatch Subscriber site.		

Acceptance: *Test Plan Passed Successfully, Test Plan Conditionally Accepted or Test Plan Did Not Pass*

Notes:

If Conditional or Rejected please specify the reason(s) in detail

Name:

Title:

Agency:

Signature:

Date:

When completed, please email this form to admin@firstwatch.net



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Statement of Work

EXHIBIT B

Statement of Work

Clackamas Public Health

FirstWatch System –Real Time Monitoring & Alert System

Document Control**Change Control****Document Name** Statement of Work**Reference** Clackamas Public Health – Real Time Monitoring & Alert System**File Name** Clackamas Public Health – FirstWatch Statement of Work.doc

Ver.	Date	File Name	Details	Author
1.0	4/30/2020	Clackamas Public Health – FirstWatch Statement of Work v1.doc	Draft 1	Katelyn Gilligan

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1. Introduction

This Statement of Work defines the framework of deliverables for this Project in terms of products, equipment and services and establishes standards for the deliverables, which may be further refined through additional documents.

Within this document, 1) "FirstWatch" refers to FirstWatch Solutions, Inc; 2) "Client" refers to Clackamas Public Health.

1.1 Defined Terms

- The word "FirstWatch" to mean FirstWatch Solutions, Inc.
- The word "Client" to mean Clackamas Public Health.
- The word "Days" to mean Business Days.
- The word "Software" to mean the code installed locally on the Client's server to retrieve and transmit data between systems.
- The word "Information" to mean confidential patient, private or trade secret data.
- The word "System" to mean the hardware components that have been carefully chosen so that they work well together and software components or programs that run in the computer.
- The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by Client in accordance with the provisions of the Statement of Work.
- The word "Trigger" to mean a representation of data based on a set of user-defined data filter criteria using one or more of the Client's requested analytical methods for a specific data source.
- The word "All Calls" to mean an unfiltered trigger view of every call within Client's CentralSquare Inform CAD data source.
- The word "All ePCR" to mean an unfiltered trigger view of every record within Client's ESO ePCR data source.
- The word "All ProQA Cases" to mean an unfiltered trigger view of every record within Client's ProQA data source.
- The word "Go Live" to mean receiving and processing data through the FirstWatch system with subscribed users for live operations against the initial "All Calls" Trigger.
- The word "Lead" to mean to main point of contact at the FirstWatch or Client site.
- The word "Wholesale" to mean extensive or large-scale rework.

1.2 Introduction

FirstWatch will provide all professional services and software necessary to meet the requirements of this Statement of Work. FirstWatch will appoint a Project Manager as the principal contact who is responsible for implementing this project within the framework of the Statement of Work. The FirstWatch Project Manager organizes a team of specialists assigned to the project from FirstWatch. FirstWatch's Project Manager will manage each of these personnel to provide a coordinated implementation of the project defined by this Statement of Work.

The Client will appoint a Project Manager or Point of Contact as the Client's principal contact to manage a team of personnel designated to contribute to the implementation of this project. Similar to the duties of FirstWatch's Project Manager, the Client's Project Manager has overall responsibility to manage the other members of the Client's team. This Statement of Work includes an overview of the Client's responsibilities.

2. Scope

2.1 FirstWatch Project Overview

The FirstWatch project schedule is summarized at the end of this Statement of Work. A detailed project schedule will be finalized after consulting the Client about the availability of the Client's personnel and responsibilities. Assuming prompt and diligent activities by the Client and FirstWatch, the estimated project timeline from execution of this document and project initiation payment to "Go Live" is estimated to be six (6) weeks. This estimate is based upon the current and past experience and on availability of FirstWatch and Client resources.

The term "Go Live" shall mean receiving and processing data through the FirstWatch system with subscribed users for live operations against the initial "All Calls" Trigger. The actual "Go Live" date may be revised by FirstWatch's and Client's Project Manager based on feedback from project resources. Changes proposed by the Client in software or hardware configuration or the scheduling of meetings or training sessions may result in revisions to project chronology.

2.2 Scope Inclusions

This project includes the following deliverables:

- **FirstWatch Base System License for a Primary data source (DS1) – CentralSquare Inform CAD**

Data Source Integration Services – work to be performed to integrate the monitoring of the Inform CAD Data into the FirstWatch system includes the installation and configuration of the necessary FirstWatch applications services to query, compress, encrypt and securely transmit data packets through a secure connection –SSL/HTTPS to the FirstWatch Data Centers. The data will be made available through the FirstWatch web portal via FirstWatch Triggers and/or in the form of automated alerting where applicable.

- **FirstWatch Base System License for (DS2) – ESO ePCR**

This interface allows the FirstWatch system to monitor ePCR data hosted by ESO via a data feed from ESO directly to FirstWatch. Adding ESO electronic patient care records for Client will enhance the agency's view related to monitoring Quality Assurance and Quality Indicators and the impact of treatment related to improving patient outcomes. The data will be made available and linked to the other data sources described in this document through the FirstWatch web portal via FirstWatch Triggers and/or in the form of automated alerting where applicable.

- **FirstWatch Base System License for (DS3) – ProQA**

This interface allows the FirstWatch system to monitor Client's ProQA data feed from Priority Dispatch directly to FirstWatch. Adding ProQA data for Client will allow monitoring of health data including age, sex and acuity to categorize patient into almost 300 condition determinants. ProQA provides additional value by ensuring consistency in the call screening process where each incident is processed the same way.

- **FirstWatch Exporter Application Service**

Exporter Service on the existing FirstWatch system to monitor the CAD data source at predetermined intervals – conventionally every 60 seconds. Ideally, this data source will be a near real-time replicated database of the production CAD database.

- **FirstWatch Data Shuttle Service**

The FirstWatch Data Shuttle service will perform compression, encryption and secure transmission of the data packets to the FirstWatch Data Centers.

- **FirstWatch System All Calls, All ePCR, All ProQA Cases Triggers**

Upon successful completion of the data transmissions to the FirstWatch Data Centers, FirstWatch will develop an All Calls, All ePCR and All ProQA Cases Trigger, which are generally an unfiltered Trigger for processing all of the CAD, ePCR and ProQA incidents that are entered into the Client's data sources. The FirstWatch All Calls, All ePCR and All ProQA Cases Triggers will be made available to only authorized users of the FirstWatch system as dictated by the Client's system administrator.

- **ProQA Dashboard Report**

Using the established connection to Client's ProQA data source, FirstWatch will develop a ProQA Dashboard that can provide Client personnel a quick and easy way to monitor near real-time ProQA performance.

- **Sixty (60) Standard FirstWatch Triggers**

FirstWatch and the Client will work in a collaborative manner to define the necessary Standard FirstWatch Triggers as defined by the Client and within the scope of a Standard FirstWatch Trigger.

- **Interactive Data Visualization Module (IDV)**

FirstWatch Interactive Data Visualization Tool (IDV) is a modernized look and feel that allows Client to interact with the data that has been configured for a particular trigger. Client is able to view or filter based upon the desired data elements and has the ability to:

- search through filter criteria or apply and save custom filters to the Client's profile
- select data ranges, demographically, day of week/hour of day, station, company, shift, battalion, or unit
- have the ability to group multiple data elements and compare to previous day, month, or year

- **Three (3) Performance Plus Modules**

FirstWatch Performance Plus Modules are an enhancement to the existing FirstWatch Standard Performance Triggers. Performance Plus uses a combination of Primary and Sub-Triggers for measuring, monitoring and automating notifications of performance compliance at individual and system wide levels. The Performance Plus module allows for drill-down into performance criteria specific to units, people, shifts, stations, or other predefined variables. Each Performance Plus module provides for 100 individual sub-trigger data slices. One module (or 100 data slices) is available for FirstWatch and the Client to define where they should be applied.

- **Academy Analytics FirstWatch Integration**

Academy Analytics by FirstWatch is the result of a collaboration between FirstWatch and the International Academies of Emergency Dispatch (IAED) to provide near-real-time web-based dashboards and analytics for ProQA users, while also enabling ground-breaking research by the IAED.

- **Patient Centric FirstPass Module**

FirstPass is a Performance Improvement System that monitors a set of conditions performed by a crew resulting with a score of the patient care and is considered Call Based.

The addon Patient Centric View (PCV) provides FirstPass capabilities; however, PCV places a focus on the Patient and not just the Call. As example, two providers, such as a Fire and EMS Medic on scene, provide clinical care to a single patient and both are documenting with respective ePCR's. The FirstPass

PCV provides and will run a test for both ePCR's against the protocol for outcome of both Medics.

2.3 Scope Exclusions

Any Client requests for work or items not described in this Statement of Work, including but not limited to custom software, are not included in this project. In such cases, these items can be added through a mutually agreed upon Project Change Order.

2.4 Project Personnel

- **Project Management**

FirstWatch will assign a dedicated Project Manager to manage all aspects of the project through project deliverables. The FirstWatch Project Manager will coordinate efforts related to project tasks with the Client's Project Manager and FirstWatch team members.

- **Operations and Support**

The FirstWatch Operations and Support team will work with the FirstWatch Project Manager on the completion of project tasks.

- **Engineering**

The FirstWatch Engineering team will work with the Operations and Support team to develop install and develop necessary software requirements to meet the project deliverable objectives.

2.5 Project Assumptions and Limitations

- The Client will be responsible for connecting FirstWatch with personnel at ESO and providing access to Client's Inform CAD database as specified in this Statement of Work. FirstWatch will require guidance from Client and Client's Vendor in integrating with Client's ProQA system as well.
- The Client will assign a Project Manager or other "Lead" person as a single Point of Contact for the duration of the project.
- Once data from the Primary Data Source (DS1) is available and the Acceptance Test Plan (ATP) is completed by the Client, FirstWatch will help the Client identify pertinent triggers and then will define and develop those triggers and when completed will subscribe authorized Client users to the applicable triggers and notifications.

2.6 Project Issues and Risks

- **Software Issues**

Software related issues will be managed in accordance with the Client's FirstWatch System Maintenance Agreement.

- **Project Risks**

- **Project Meetings and Tasks**

Changes proposed in the scheduling of meetings, training sessions, or project related tasks may result in project timeline revisions.

- **Hardware, Software, and Third-Party Configuration**

Changes in the proposed hardware, software or third-party configurations changes may result in project timeline revisions.

2.7 Overview of Client Responsibilities

Client responsibilities are described within the FirstWatch Remote Client Installation Guide. The FirstWatch Remote Client Installation Guide provides implementation requirements and actions to be performed by the Client and its staff during the data source implementation phase of the project. Such items include but are not limited to – Network and Cabling needs, Training Facilities, Technical Support connectivity (VPN or ISDN) and physical requirements for the equipment facility.

FirstWatch's Project Manager and the Client Project Manager will work closely to revise as necessary and mutually agree upon the on-going client responsibilities that are specific to this project.

FirstWatch Equipment & Configuration Overview

The Client will provide all equipment and third-party software for this project. The Client will provide a Read-Only account for accessing CAD data against the Inform CAD database. The FirstWatch Data Exporter will connect to the specified CAD database using the Read-Only account provided by the FirstWatch client via ODBC connectivity.

The Client will notify FirstWatch and ESO once the Client is ready to proceed with the ESO to FirstWatch NEMESIS 3.4 interface. FirstWatch and ESO will implement the standard interface to securely transmit and receive the ePCR records for this project.

3 Professional Services

3.1 Project Management

FirstWatch will appoint a Project Manager with the authority to make certain decisions relevant to the project and have direct access to FirstWatch's executive management for resolving problems beyond the Project Manager's immediate authority. The Project Manager shall coordinate with the Client's Project Manager through scheduled meetings, create the project plan and project schedule, review the project and its progress, and review the current task list and upcoming milestones. The FirstWatch Project Manager will manage the implementation plan and team members who will be associated with the project.

3.2 FirstWatch User/System Training

Training on the FirstWatch System is currently accomplished remotely via WebEx-powered Internet-based meetings.

Users who require training will receive it via a scheduled online training session with FirstWatch Operations personnel.

All that is required for the training webinar is an Internet-connected PC and telephone. Training is best accomplished in an area where all participants can see the monitor/screen and hear and ask questions to the FirstWatch Instructor.

Training topics include information on the basic understanding of data monitoring, how to use and access the FirstWatch System.

3.3 Trigger Definition, Re-definition, & Refinement

FirstWatch will work with the Client to make complete "Wholesale" changes to each Trigger up to twice per Trigger, per year, and as many minor refinements to existing triggers as the Client reasonably requires per year.

3.4 Project Meetings

Project implementation will involve various meetings to manage project activities. These include, but are not necessarily limited to, the following required sessions:

- Initial technical discussion related to data access for the Computer Aided Dispatch, Electronic Patient Care Record and ProQA data sources
- Trigger definition discussions
- System user access discussions
- Project Status Update Conference Calls

3.5 Installation Tasks

- The Client will ensure that remote access is available to the existing FirstWatch server.
- The Client will ensure that a Read-Only (db_datareader & db_denydatawriter) account is created for FirstWatch on the database server that FirstWatch will be monitoring for Computer Aided Dispatch. Ideally, the database that FirstWatch will be monitoring will be a near real-time replica of the production CAD database.
- The Client will create an ODBC DSN connection on the existing FirstWatch server using the Read-Only account that was created for FirstWatch access to the CAD data source.
- Once data access has been provided, FirstWatch will verify data connectivity and submit a ticket to our project deployment queue for installation.
- FirstWatch deployment team will remotely connect to the existing FirstWatch server to install the necessary FirstWatch software components to query the CAD data source at predetermined intervals. The default query frequency for CAD is 60- seconds. If the client desires a query frequency of greater than 60-seconds, the Client shall specify their requested frequency level. This will effectively create a new instance of the FirstWatch Data Exporter on the existing FirstWatch server for monitoring the CAD data source.
- The Client will notify FirstWatch and ESO once the Client is ready to proceed with the ESO to FirstWatch NEMSIS 3.4 interface. FirstWatch and ESO will implement the standard interface to securely transmit and receive the ePCR records for this project.
- The Client will notify FirstWatch and Priority Dispatch once the Client is ready to proceed with the ProQA to FirstWatch interface. FirstWatch and Priority Dispatch will need to meet to implement the interface to securely transmit and receive the ProQA records for this project.
- Once the CAD FirstWatch Data Exporter is installed and ePCR and ProQA data is flowing, FirstWatch will develop "All Calls", "All ePCR" and "All ProQA Cases" Triggers and pull a one-year baseline of historical data for trending analysis.
- FirstWatch will obtain a list of approved subscribers for the CAD All Calls, ePCR All Calls and All ProQA Cases Triggers, create new users or subscribe existing users to the Triggers and notify the Client upon completion.

3.6 Client Responsibilities

The Client is responsible for (where applicable):

- Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities);
- Cabling (e.g., power, network, interface and other electrical and data transmission lines);
- Network/communications connections (e.g., WAN, telephone, ISDN, VPN and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system;

- Configuration and/or programming of network routers, switches and bridges;
- Training for third-party software;
- Computer workstations or mobile devices for accessing FirstWatch via the web portal or alerts.
- Participation in FirstWatch system training and Trigger definitions.
- Participation in Project Status Update Conference Calls
- Making the appropriate personnel available for scheduled training sessions; and
- Internet access for training via WebEx sessions.

4 Overview of Project Implementation Schedule

Project Implementation occurs in several phases and requires numerous actions by the Client and FirstWatch. These activities are interdependent - sometimes requiring action by FirstWatch before the Client can proceed, and sometimes requiring action by the Client before FirstWatch can proceed. The following schedule overview identifies key tasks and their interdependencies.

Once the project commences, a detailed schedule will be developed for full project implementation. Such a project schedule will be under continuous evolution, as adjustments need to be made in the course of the project. It's important to note that for some activities, such as training or interface integration; a several day delay may result in a several week project timeline revision as resources for both the Client and for FirstWatch may need rescheduling.

4.1 Project Initiation Phase

Project Initiation is the phase of the project used to 'introduce' the applicable FirstWatch and Client team members in the project, develop a project schedule, conduct initial consultation and information gathering sessions, and to prepare the Client site for deployment. This phase can take numerous days, depending upon the availability of resources to review and comment on documents. Major tasks include the following:

Task	Responsibility
Initiation Phase	
Complete Project Confirmation	
Authorize Project / PO	Client
Send Licensing Documentation (if applicable)	FW
Sign Licensing / Maintenance Agreement (if applicable)	FW, Client
Complete Kick-Off Meeting	
Schedule Kick-Off Meeting	FW, Client
Review General Project Flow	FW, Client
Identify All Stakeholders	FW, Client
Complete Demo (if desired)	FW, Client

Complete Technical Meeting	
Request detailed printout example of data source reports and data dictionary if available	FW
Send WebEx Remote Access Install Guide (if applicable)	FW
Send FW Remote Install Guide (if applicable)	FW
Schedule Technical Discussion Meeting	FW, Client
Complete Technical Discussion Mtg. Agenda	
Discuss ODBC / Web Services Approach	FW, Client
Review Project Technical Requirements	FW, Client
Review Deployment Process	FW, Client
Complete Technical Discussion Meeting	FW, Client

4.2 Deployment Phase

The deployment phase of the project is used to prepare the local deployment site, validate hardware, software and network connectivity and Go Live with the initial FirstWatch system's All Calls Trigger. Major tasks include the following:

Deployment Phase	
Prepare Install Site	
Receive detailed printout example of data source Report	FW
Order Server (if applicable, or VM server, existing server or workstation)	Client
Receive Server (if applicable)	Client
Prepare Server (Notify FW of Readiness)	Client
Validate Hardware Configuration/Connectivity	
Provide technical configuration/connectivity information	Client
Test connectivity	FW
Add to Master Reference File	FW
Install Data Sources (DS-1 Inform CAD, DS-2 ESO ePCR, DS-3 ProQA)	
Move Project to FW Deployment Queue	FW
Complete Development of All Calls / All ePCR / All ProQA Cases Triggers	FW
QA All Calls / All ePCR / All ProQA Cases Triggers	FW
Subscribe Users to All Calls / All ePCR / All ProQA Cases Triggers (System LIVE)	FW

4.3 Completion Phase

The completion phase consists of system training and project wrap up tasks. Major tasks include the following:

Completion Phase	
Complete Training	
Schedule System Overview / Orientation	FW, Client
Complete System Overview / Orientation	FW, Client
Create Report	
Finalize Milestones and Dates	FW
Document Maintenance Components	FW
Re-assess project for final completion	FW
Promote Project to FW Support	FW

4.4 Post Implementation Phase

The post implementation phase consists of Trigger definition, development, and ongoing project support. At this stage, the Base Implementation will have been completed and the Client will be fully transitioned from FirstWatch Project Management into the Operations and Support team for further trigger development and fine-tuning and implementation of enhancements

Trigger Development (In Support)	
Define Triggers	FW, Client
Develop Triggers	FW
QA Triggers	FW, Client
Subscribe Users/ Triggers	FW, Client
Configure Std. Alert Methods	FW
Subscribe Alert Recipients	FW, Client

5 Change Control Process

It may become necessary to amend this Statement of Work for changes in the scope of the project. In the event that it is necessary to change this Statement of Work, the following process will be followed:

A change order will be the created for communicating change. The change order must describe the change, reasons for the change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A change order may be initiated by either FirstWatch or the Client.



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Both Project Managers will review the proposed change and approve it or reject it. If further investigation on the part of FirstWatch is requested in order to determine the scope of the change, any charges for that investigation will be outlined. Both Project Managers will sign the change order, indicating the acceptance of both parties to the changes, which may affect pricing, schedules, and contractual commitments.

Upon acceptance of the change request by both project managers, the scope of work and costs will be modified appropriately, and the changes will be incorporated into the project.

END OF DOCUMENT

EXHIBIT C
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means FirstWatch Solutions, Inc., and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with

subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the Department of Resources Recycling and Recovery and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The Contractor, FirstWatch Solutions, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Todd Stout, President

Name and Title of Contractor's Authorized Official

5/27/20

Date

**EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into as of **the date signed** (“Effective Date”) by and between **Clackamas County Disaster Management Department** (“Covered Entity”) and **FirstWatch Solutions Inc.** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.

- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.
- 1.12 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:

- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
- b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any

Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

[Signature Page Follows]

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
FirstWatch Solutions Inc.

Covered Entity
Clackamas County

By:  _____
Signature Authority

By: _____
Richard Swift

Title: President

Title: Director, H3S

Date: 5/27/20

Date: _____

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Assignment of Two Agreements with Northwest Housing Alternatives, LLC
for the Pleasant Avenue Apartments Project in Oregon City

Purpose/Outcomes	Board approval of the re-assignment of 2 agreements with Northwest Housing Alternatives (NHA) to be assigned (transferred) to Housing Authority of Clackamas County as the new owners of the property. The Clayton Mohr Commons veterans housing project formerly called the Pleasant Avenue Apartments is a 24-unit housing development.
Dollar Amount and Fiscal Impact	No funds are being transferred, only the obligations of these federal funds: \$240,000 of Community Development Grant (CDBG) funds \$500,000 of HOME Investment Partnerships Program funds
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved
Duration	Effective immediately, expires 20 years after project completion
Previous Board Action	August 9, 2018 approval of the 2 agreements with NHA.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Contact Person	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	H3S 8704

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests Board approval of assignment of a CDBG grant of \$240,000 for infrastructure improvements and a \$500,000 loan of HOME funds for construction of the Pleasant Avenue Apartments now called the Clayton Mohr Commons. The Housing Authority of Clackamas County is now the new owner of the project and has agreed to accept the obligations of these 2 loan agreements. The loan agreements were reviewed by County Counsel on March 5, 2018. County Counsel has also reviewed the Assignment documents on June 15, 2020.

RECOMMENDATION:

Healthy Families. Strong Communities.

We recommend the approval of these two (2) Assignments.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services Department

Attachments:
Assignment of HOME Loan
Assignment CDBG Agreement

**ASSIGNMENT AND ASSUMPTION OF CLACKAMAS COUNTY
COOPERATION AGREEMENT**

This Assignment and Assumption of Clackamas County Cooperation Agreement (this “**Assignment**”) dated as of June 18, 2020 (the “**Effective Date**”) is executed by and between NORTHWEST HOUSING ALTERNATIVES, INC. an Oregon nonprofit public benefit corporation (“**Assignor**”), and HACC CMC, LLC, an Oregon limited liability company (“**Assignee**”), and Clackamas County Department of Health, Housing and Human Services, Housing and Community Development Division (the “**County**”).

RECITALS:

A. Pleasant Street Housing, LLC, an Oregon limited liability company, an affiliate of Assignor, is the owner of a multifamily residential apartment project for chronically homeless veterans located at 314 Pleasant Street, Oregon City, Clackamas County, Oregon, formerly known as Pleasant Avenue Veterans Housing Apartments and now known as Clayton Mohr Commons (the “**Project**”).

B. Assignor entered into a Cooperation Agreement with the County dated August 20, 2018 (the “**Cooperation Agreement**”) to partially fund construction of the Project. A copy of the Cooperation Agreement is attached Exhibit A and incorporated by this reference.

C. The Housing Authority of Clackamas County (“**HACC**”) entered into an Option Agreement dated effective January 15, 2019, to acquire, own and operate the Project from Assignor (the “**Option**”).

C. HACC transferred the Option to Assignee, who has exercised the Option to acquire, own and operate the Project.

D. Assignor is willing to assign its rights under the Cooperation Agreement which are incorporated by this reference.

E. Assignee is willing to accept the duties under the Cooperation Agreement.

F. County is willing to consent to the transfer of the Project and the assignment of the Cooperation Agreement to Assignee.

ASSIGNMENT

NOW, THEREFORE, in consideration of the premises and the promises contained herein, Assignor, Assignee, and County agree as follows:

1. **Recitals.** The recitals are incorporated by reference.
2. **Assignment.** Assignor assigns to Assignee, all right, title and interest of Assignor in and to the Cooperation Agreement.
3. **Assumption.** Assignee assumes all of Assignor’s obligations under the Cooperation Agreement.

4. Consent. County hereby consents to the transfer of the Project to Assignee and the Assumption of the Cooperation Agreement by Assignee.

5. Release. County hereby releases Assignor from and against any claims, demands, or causes of action arising out of or by virtue of the Cooperation Agreement which are based upon facts or circumstances occurring after the Effective Date. County further agrees that the Assignee shall only be obligated with regard to any claims, demands, or causes of action arising out of or by virtue of the Cooperation Agreement which are based upon facts or circumstances occurring after the Effective Date.

6. Notice. After the Effective Date, all notices to be delivered under the Cooperation Agreement to Assignor shall instead delivered to Assignee at the following address:

HACC CMC LLC
c/o Housing Authority of Clackamas County
13930 Gain Street
Oregon City, Oregon 97045
Attention: Executive Director

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall constitute one and the same instrument.

6. Governing Law; Venue and Consent to Jurisdiction. This Assignment shall be governed by the laws of Oregon. Any controversy arising under or in relation to this Assignment shall be litigated exclusively in the Clackamas County Circuit Court.

7. Severability; Amendments. The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provision of this Assignment, all of which shall remain in full force and effect. This Assignment contains the complete and entire agreement among the parties as to the matters covered, rights granted and the obligations assumed in this Assignment. This Assignment may not be amended or modified except by written agreement signed by the parties hereto.

8. Construction.

- a. The captions and headings of the sections of this Assignment are for convenience only and shall be disregarded in construing this Assignment.
- b. Any reference in this Assignment to an “Exhibit” or “Schedule” or a “Section” or an “Article” shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Assignment or to a Section or Article of this Assignment. All exhibits and schedules attached to or referred to in this Assignment, if any, are incorporated by reference into this Assignment.
- c. Any reference in this Assignment to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.
- d. Use of the singular in this Assignment includes the plural and use of the plural includes the singular.

- e. As used in this Assignment, the term “including” means “including, but not limited to” or “including, without limitation,” and is for example only and not a limitation.

(Signatures continued on next page)

IN WITNESS HEREOF, the parties have executed this Agreement as of the date set forth above.

ASSIGNOR:

By: Northwest Housing Alternatives, Inc.,
an Oregon nonprofit public benefit corporation,

Its: Sole Member

By: _____

Name: Trell Anderson

Its: Executive Director

Address: 2316 SE Willard Street
Milwaukee, Oregon 97222

IN WITNESS HEREOF, the parties have executed this Agreement as of the date set forth above.

ASSIGNEE:

HACC CMC, LLC, an
Oregon limited liability company,

By: HOUSING AUTHORITY OF
CLACAKMAS COUNTY, a public body
corporate and politic of the State of Oregon,
Its: Sole Member,

By: _____
Its: _____

Address: 13930 Gain Street
Oregon City, Oregon 97045

IN WITNESS HEREOF, the parties have executed this Assignment as of the date set forth above.

CLACKAMAS COUNTY, OREGON,
a political subdivision of the State of Oregon
acting through its Community Development Division

By: _____

Its: _____

Address: c/o Health, Housing and Human Services,
Community Development Division
2051 Kaen Road
Oregon City, Oregon 97045

EXHIBIT A
COOPERATION AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

HACC CMC LLC
c/o Housing Authority of Clackamas County
13930 Gain Street
Oregon City, Oregon 97045
Attention: Executive Director

**CONSENT TO TRANSFER, ASSIGNMENT, ASSUMPTION, AND RELEASE
AGREEMENT
(HOME LOAN)**

This Consent to Transfer, Assignment, Assumption and Release Agreement (this “**Assignment**”) dated as of June __, 2020 (the “**Effective Date**”) is executed by and between PLEASANT STREET HOUSING, LLC, an Oregon limited liability company (“**Assignor**”), HACC CMC, LLC, an Oregon limited liability company (“**Assignee**”), and Clackamas County, a political subdivision of the State of Oregon (the “**County**”).

RECITALS:

A. Assignor is the owner of a multifamily residential apartment project for chronically homeless veterans formerly known as Pleasant Avenue Veterans Housing Apartments and now known as Clayton Mohr Commons (the “**Project**”), located at 314 Pleasant Street, Oregon City, Clackamas County, Oregon, and more particularly described in Exhibit A (the “**Property**”).

B. Assignor and County entered into a Clackamas County HOME Program Loan Agreement dated August 20, 2018, a Promissory Note date January 17, 2019, a Declaration of Land Use Restrictive Covenants dated December 28, 2018 and recorded January 17, 2019 as Recorder’s Number 2019-002836, and a Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated January 17, 2019 and recorded January 17, 2019 as Recorder’s Number 2019-002837 (collectively the “**HOME Documents**”).

C. The Housing Authority of Clackamas County (“**HACC**”) entered into an Option Agreement dated effective January 15, 2019, to acquire, own and operate the Project and the Property from Assignor (the “**Option**”).

C. HACC transferred the Option to Assignee, who has exercised the Option to acquire, own and operate the Property and the Project.

D. Assignor is willing to assign its rights under the HOME Documents which are incorporated by this reference.

E. Assignee is willing to accept the duties under the HOME Documents.

F. County is willing to consent to the transfer of the Project and the Property and the assignment of the HOME Documents to Assignee.

ASSIGNMENT

NOW, THEREFORE, in consideration of the premises and the promises contained herein, Assignor, Assignee, and County agree as follows:

1. **Recitals.** The recitals are incorporated by reference.
2. **Assignment.** Assignor assigns to Assignee, all right, title and interest of Assignor in and to the HOME Documents.
3. **Assumption.** Assignee assumes all of Assignor's obligations under the HOME Documents.
4. **Consent.** County hereby consents to the transfer of the Property and the Project to Assignee and the Assumption of the HOME Documents by Assignee.
5. **Release.** County hereby releases Assignor from and against any claims, demands, or causes of action arising out of or by virtue of the HOME Documents which are based upon facts or circumstances occurring after the Effective Date. County further agrees that the Assignee shall only be obligated with regard to any claims, demands, or causes of action arising out of or by virtue of the HOME Documents which are based upon facts or circumstances occurring after the Effective Date.
6. **Notice.** After the Effective Date, all notices to be delivered under the HOME Documents to Assignor shall instead delivered to Assignee at the following address:

HACC CMC LLC
c/o Housing Authority of Clackamas County
13930 Gain Street
Oregon City, Oregon 97045
Attention: Executive Director

5. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall constitute one and the same instrument.
 6. **Governing Law; Venue and Consent to Jurisdiction.** This Assignment shall be governed by the laws of Oregon. Any controversy arising under or in relation to this Assignment shall be litigated exclusively in the Clackamas County Circuit Court.
 7. **Severability; Amendments.** The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provision of this Assignment, all of which shall remain in full force and effect. This Assignment contains the complete and entire agreement among the parties as to the matters covered, rights
- Consent to Transfer, Assignment, Assumption and Release (Clayton Mohr Commons) – Page 2

granted and the obligations assumed in this Assignment. This Assignment may not be amended or modified except by written agreement signed by the parties hereto.

8. Construction.

- a. The captions and headings of the sections of this Assignment are for convenience only and shall be disregarded in construing this Assignment.
- b. Any reference in this Assignment to an “Exhibit” or “Schedule” or a “Section” or an “Article” shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Assignment or to a Section or Article of this Assignment. All exhibits and schedules attached to or referred to in this Assignment, if any, are incorporated by reference into this Assignment.
- c. Any reference in this Assignment to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.
- d. Use of the singular in this Assignment includes the plural and use of the plural includes the singular.
- e. As used in this Assignment, the term “including” means “including, but not limited to” or “including, without limitation,” and is for example only and not a limitation.

(Signatures continued on next page)

IN WITNESS HEREOF, the parties have executed this Agreement as of the date set forth above.

ASSIGNOR:

PLEASANT STREET HOUSING LLC,
an Oregon limited liability company

By: Northwest Housing Alternatives, Inc.,
an Oregon nonprofit public benefit corporation,

Its: Sole Member

By: _____

Name: Trell Anderson

Its: Executive Director

Address: 2316 SE Willard Street
Milwaukee, Oregon 97222

STATE OF OREGON)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of June 2020 by Trell Anderson, as the Executive Director of Northwest Housing Alternatives, Inc., the sole member of Pleasant Street Housing LLC, an Oregon limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Oregon
My Commission Expires:_____

IN WITNESS HEREOF, the parties have executed this Assignment as of the date set forth above.

ASSIGNEE:

HACC CMC, LLC, an
Oregon limited liability company,

By: HOUSING AUTHORITY OF
CLACAKMAS COUNTY, a public body
corporate and politic of the State of Oregon,
Its: Sole Member,

By: _____
Its: _____

Address: 13930 Gain Street
Oregon City, Oregon 97045

STATE OF OREGON)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of June 2020 by _____, as _____ of the Housing Authority of Clackamas County, a public body corporate and politic of the state of Oregon, the sole member of HACC CMC, LLC, an Oregon limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
Consent to Transfer, Assignment, Assumption and Release (Clayton Mohr Commons) – Page 5

day and year first above written.

Notary Public for Oregon
My Commission Expires: _____

IN WITNESS HEREOF, the parties have executed this Assignment as of the date set forth above.

COUNTY:

STATE OF OREGON)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of June 2020 by _____, as _____ of Clackamas County, a political subdivision of the State of Oregon.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Part of the Wm. Holmes Donation Land Claim in Section 32, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning at a point 10.00 feet North and 208.8 feet West of the Northeast corner of Pleasant Place, according to the duly recorded plat thereof, now within the city limits of Oregon City, Oregon, which beginning point is the Southeast corner of the tract of land conveyed to Martin Van Donge, by Deed recorded November 24, 1908 in Book 106 page 406, Records of Clackamas County, Oregon; thence North along the East line of the said Van Donge land 157.80 feet, more or less, to the South line of DARLING'S ADDITION TO OREGON CITY, OREGON; thence East along the South line of DARLING'S ADDITION aforesaid to an iron pipe on the West side of Molalla Avenue; thence Southwesterly along the Westerly side of the Old Territorial Road 2.75 chains, more or less, to the intersection with the Northerly line of Caufield Street; thence Westerly along said Northerly line a distance of 217 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion thereof conveyed to the City of Oregon City by Deed of Dedication, recorded October 29, 2019 as Recorder's Fee No. 2019-068350, Clackamas County Records.

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant to Clackamas Women’s Services to administer
COVID-19 Rental Relief Program Funds

Purpose/Outcomes	Board approval of a grant with Clackamas Women’s Services that will provide homelessness prevention rental relief funding to eligible individuals and households impacted by COVID-19
Dollar Amount and Fiscal Impact	\$175,000 – State funds from the Emergency Fund. No County General Funds are involved.
Funding Source	State of Oregon, Housing and Community Services Department, Community Resources Division
Duration	June 1, 2020 through December 31, 2020
Previous Board Action	COVID Rent Relief Funding and Implementation Report were approved by the Board of County Commissioners on May 21, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the H3S Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The grant was approved by County Counsel on June 16, 2020.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9777

BACKGROUND:

The Social Services Division (SSD) of Health, Housing and Human Services (H3S) requests the approval of a grant to Clackamas Women’s Services that will provide Rental Relief Program Funds to eligible individuals and households impacted by COVID-19.

Oregon Housing and Community Services (OHCS) is Oregon’s housing finance agency providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of low and moderate incomes. OHCS administers Federal and State antipoverty, homeless, energy assistance, and community services programs.

OHCS approved awarding the new homelessness prevention rent relief funds to SSD's existing subrecipient partners, including Clackamas Women's Services, under the amended Master Grant Agreement 19-21 Biennium (H3S#9302), as outlined in the Implementation Report approved by both the Board of Commissioners and OHCS.

The Grant to Clackamas Women's Services was approved by Emergency Operations Command and County Counsel on June 16, 2020.

RECOMMENDATION:

Staff recommends the approval of the Grant, and that Richard Swift, H3S Director, or his designee, be authorized to sign all documents on behalf of the Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "R. Swift", is positioned below the text "Respectfully submitted,".

Richard Swift, Director
Health, Housing and Human Services Department



**CLACKAMAS COUNTY
COVID RENT RELIEF PROGRAM (CVRRP) GRANT
H3S# 9777**

This COVID RENT RELIEF PROGRAM (CVRRP) Grant (“Grant”) is entered into between **Clackamas Women’s Services** (“Grantee”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Health, Housing and Human Services Department, Social Services Division.

ARTICLE I.

1. **Effective Date and Duration.** This Grant shall become effective upon signature of both parties. Funds issues under this Grant may be used to reimburse Grantee for Work, defined below, incurred no earlier than **June 1, 2020**. The Work previously performed is and shall remain subject to the terms and conditions of this Grant. County reserves any rights, claims, or causes of action that County may have with respect to Work performed and ratified hereunder. Unless earlier terminated or extended, this Grant shall expire on **December 31, 2020**.
2. **Scope of Work.** County has awarded Grantee certain funds from Oregon Housing and Community Services Department for **CVRRP**. Funds provided by County to Grantee shall be used solely for the following eligible purposes: Provide COVID Rent Relief Homelessness Prevention services (“Work”), further described in **Exhibit A**.
3. **Grant Funds.** The County agrees to pay Grantee, from available and authorized funds:

A sum not to exceed One Hundred Seventy-Five Thousand Dollars (**\$175,000**) from June 1, 2020 to December 31, 2020, consisting of Oregon Housing Community Services (OHCS), **COVID Rent Relief Program Funds**.

Payments made are by reimbursement of actual costs with required expenditure documentation, and accurate and complete data collection and reporting in accordance with **Exhibit A**.

County’s responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 (H3S#9302) for CVRRP services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 (H3S#9302) for CVRRP services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 (H3S#9302) for CVRRP services.

4. **Invoices and Payments.** Outlined in Exhibit A, Section VI. Compensation.

Invoices shall reference the above Grant Number and be submitted electronically to:

caainvoices@clackamas.us

If confidential client information is included on invoice or required backup documentation, Grantee shall use a County-approved secure email method for submittal to the email address listed above.

5. **Grant Documents.** This Grant consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference: this Grant, Exhibit A.

6. **Grantee and County Contacts.**

Grantee	County
Program Manager: Melissa Erlbaum Phone: 503/655-8600 Email: melissae@cwsor.org	Program Manager: Erika Silver Phone: 503/650-5725 Email: ESilver@clackamas.us
Grant Administrator: Melissa Erlbaum Phone: 503/655-8600 Email: melissae@cwsor.org	Grant Administrator: Jessica Diridoni Phone: 503/655-8646 Email: jdiridoni@clackamas.us

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

ARTICLE II.

1. **ACCESS TO RECORDS.** Grantee shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Grant. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Grantee, which are directly pertinent to this Grant for the purpose of making audit, examination, excerpts, and transcripts. Grantee shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Grant after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Grant, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Grant are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Grant.
4. **COMPLIANCE WITH APPLICABLE LAW.** Grantee shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Grantee shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Grant, whether or not specifically referenced herein.

5. **COUNTERPARTS.** This Grant may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Grant, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Grantee that arises out of or relates to the performance of this Grant shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Grantee, by execution of this Grant, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Grantee 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 Grantee, its subcontractors, agents, or employees. The Grantee agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Grantee or the Grantee's employees, subcontractors, or agents. However, neither Grantee nor any attorney engaged by Grantee shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Grantee settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Grant 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 Grantee's performance. Grantee is responsible for determining the appropriate means and manner of performing the Work. Grantee is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Grantee will be solely responsible for payment of any Federal or State taxes required as a result of this Grant; and (B) This Grant is not intended to entitle Grantee to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Grantee shall secure at its own expense and keep in effect during the term of the performance under this Grant the insurance required and minimum coverage indicated below. Grantee shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: **Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045 or electronically to: caa@clackamas.us**

Required - Workers Compensation: Grantee shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required - Abuse and Molestation Insurance as part of the Commercial General Liability policy in a form and with coverage that is satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

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

10. LIMITATION OF LIABILITIES. This Grant is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Grant or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Grant, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Grant Administrators identified in Article 1, Section 6. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Grantee that results from this Grant (the "Work Product") is the exclusive property of County. County and Grantee intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Grantee 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. Grantee shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Grantee forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no

rights in any pre-existing Grantee intellectual property provided to County by Grantee in the performance of this Grant except to copy, use and re-use any such Grantee intellectual property for County use only. If this Grant is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Grant, may require the Grantee to transfer and deliver all partially completed Work Product, reports or documentation that the Grantee has specifically developed or specifically acquired for the performance of this Grant.

- 13. REPRESENTATIONS AND WARRANTIES.** Grantee represents and warrants to County that (A) Grantee has the power and authority to enter into and perform this Grant; (B) this Grant, when executed and delivered, shall be a valid and binding obligation of Grantee enforceable in accordance with its terms; (C) Grantee shall at all times during the term of this Grant, be qualified, professionally competent, and duly licensed to perform the Work; (D) Grantee is an independent contractor as defined in ORS 670.600; and (E) the Work under this Grant shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Grant, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 13, 14, 17, 19, 21, 24, and 25, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Grant with respect to: (a) any breach of a Grantee warranty; or (b) any default or defect in Grantee performance that has not been cured.
- 15. SEVERABILITY.** 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Grantee shall not enter into any subcontracts for any of the Work required by this Grant, or assign or transfer any of its interest in this Grant by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Grantee shall include in any permitted subcontract under this Grant a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Grantee. County's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Grant.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Grant shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TERMINATIONS.** (A) This Grant may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Grantee; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Grantee shall immediately stop performance of the Work. (B) If Grantee breaches any Grant provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Grant, Grantee shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Grant Work been completed. Upon County's request, Grantee shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 19. REMEDIES.** If terminated by the County due to a breach by the Grantee, then the County shall have any remedy available to it in law or equity including, but not limited to, requiring Grantee to repay

County any grant funds that Grantee spent for non-eligible purposes. If County breaches this Grant, Grantee's sole and exclusive remedy is termination of this Grant and payment of any outstanding grant funds actually received by the County, from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, and that Grantee is entitled to for Work previously performed.

- 20. NO THIRD PARTY BENEFICIARIES.** County and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant 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 Grant.
- 21. TIME IS OF THE ESSENCE.** Grantee agrees that time is of the essence in the performance this Grant.
- 22. FOREIGN CONTRACTOR.** If the Grantee is not domiciled in or registered to do business in the State of Oregon, Grantee 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 Grant. The Grantee shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Grant.
- 23. FORCE MAJEURE.** Neither County nor Grantee shall be held responsible for delay or default caused by events outside the County or Grantee's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Grantee 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 Grant.
- 24. WAIVER.** The failure of County to enforce any provision of this Grant shall not constitute a waiver by County of that or any other provision.
- 25. CONFIDENTIALITY.** Grantee acknowledges that it and its employees and agents may, in the course of performing their obligations under this Grant, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Grantee or its employees or agents in the performance of this Grant, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Grantee shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Grantee agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Grantee uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Grant), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Grantee agrees that, except as directed by the County, Grantee will not at any time during or after the term of this Grant, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Grant or the County's request, Grantee will turn over to the County all documents, papers, records and other materials in Grantee's possession which embody Confidential Information. Grantee acknowledges that breach of this Grant, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or

equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Grantee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Grantee agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Grantee's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Grantee's employees and agents who are performing services, and providing a copy of the results to the County.

Grantee shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Grant or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Grantee shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Grantee reasonably believes there has been such unauthorized use or disclosure. Grantee's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Grant, Grantee will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Grant, as it may otherwise be amended. Grantee's obligations under this Grant shall survive the expiration or termination of the Grant, as amended, and shall be perpetual.


26. MERGER. THIS GRANT 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 GRANT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS GRANT 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. GRANTEE, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS GRANT, AND GRANTEE AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

27. FURTHER ASSURANCES. Grantee agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Grant including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

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

Grantee:
Clackamas Women's Services

Clackamas County

 6.16.20
Authorized Signature Date

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

Melissa Erlbaum, Executive Director
Name / Title

Signing on Behalf of the Board

211960-19
Oregon Business Registry #

Richard Swift, Director Date
Health, Housing and Human Services

Oregon non-profit
Entity Type / State of Formation

Approved as to Form:

Email: melissae@cwsor.org

 06/16/2020

State EIN: 369133-9

County Counsel Date

Tax ID: 930900119

DUNS: # 959059759

EXHIBIT A

I. SCOPE OF WORK

- A. Homelessness Prevention is a strategy that prevents people from becoming homeless by providing direct financial assistance and services. Since this is homelessness prevention and not eviction prevention, local data will be used to focus on households in which it can be reasonably assumed would become homeless without this assistance.

Grantee agrees to accomplish the following Work under this grant:

1. Grantee will provide COVID Rent Relief Homelessness Prevention services only to households whose eligibility has been determined in compliance with program requirements as outlined by County and Oregon Housing and Community Services (OHCS).
2. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.
3. Assure that program services are available to very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
4. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.
5. Grantee shall comply with all non-federal Subrecipient requirements of County and OHCS as specified, amended and updated in this Grant and by OHCS in the following documents, incorporated by reference:
 - State Homeless Funds Program Operations Manual- June 3, 2020
<https://www.oregon.gov/ohcs/CRD/hss/State-Operations-Manual-06-03-20.pdf>
 - State Homeless Funds Program Operations /COVID-19 Rent Relief Frequently Asked Questions June 3. 2020
<https://www.oregon.gov/ohcs/CRD/hss/CVRRP-FAQ.pdf>
6. Grantee shall also comply with current and updated U.S. Department of Housing and Urban Development 50% Area Median Income (AMI) when determining household income eligibility.
7. Grantee shall not charge clients for services.
8. Grantee shall not bill County for administrative or overhead costs on this project.
9. Coordinated Housing Access (CHA)

Grantee will be trained in administering CHA. When people in need of housing services make initial contact directly with a provider, the Grantee will have the flexibility to

determine the best type, level and duration of intervention based on each individual situation in order to serve people in crisis rapidly.

If Grantee determines that a particular household's level of need is more than the capacity available; then a full CHA assessment must be completed so that the household can access the type, level and duration of services that will best meet their needs.

If the client identifies as part of a special population for which there is a CHA partner who specializes in serving this population, the household must be provided the option to be served by that provider. Examples may include but are not limited to: survivors of domestic violence, unaccompanied homeless youth, and veterans.

Grantee must also accept referrals from CHA.

Domestic violence providers will have a comparable database.

10. Issue payments to landlords as quickly as possible.
11. Services provided by Grantee are reserved for Clackamas County residents who meet eligibility requirements.
12. Grantee is required to Perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children, or other crimes that are incompatible with this project.

Policies must also be in place to ensure the safety of participants should criminal arrests and/or convictions occur during the Grant term. If a volunteer or employee of Grantee has a break in service, and does not work for 60 days or more for Grantee, or Grantee has knowledge or information that a crime may have been committed by the staff or volunteer, then another criminal background check must be completed prior to working for Grantee.

13. Grantee shall maintain a Google spreadsheet to insert data on expenditures to allow County to track spend down of the funds. County may provide additional guidance on spreadsheet contents. Personally Identifiable Information of individuals and households shall not be placed on the Google spreadsheet.

B. PERFORMANCE MEASURES

Grantee shall administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from the time of program or project exit.
- 3) All other outcome measures indicated in County's implementation report.

C. PROJECT EXPECTATIONS

Project expectations are listed below, and as required and updated in State Homeless Funds Program Operations Manual.

Service Delivery Approach – National and local best practices include Housing First, Trauma Informed Care, Cultural Responsiveness/Cultural Specificity, Assertive Engagement, Person-Centered Care and Harm Reduction. Successful applicants will incorporate these or similar elements into their responses and service delivery models.

Schooling – All school-aged children will be enrolled in and attending school.

Mainstream Benefits Screening – 100% of participant households served will be screened to determine whether they are accessing all mainstream benefits they are eligible for, including, but not limited to, TANF, SNAP, OHP, WIC, Veterans benefits, McKinney-Vento/ESSA homeless student services, TANF-DV grants, and child support. Persons who are not fully accessing mainstream benefits shall be assisted in enrolling for these benefits should they choose to do so.

II. ELIGIBILITY

A. Housing Status

(ORS 458.528, 458.650). For the purpose of this project, eligible applicants for program services must meet, and Grantee must document one of the following categorical definitions of homeless, Oregon Housing and Community Services (OHCS) **Housing Status Categories 2, 3, 4, or 5**:

Category 2: Imminent Risk of Homelessness—Individual or family who will imminently lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 21 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the program assistance application;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family who:

CVRRP specific:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed categories, provided that:
- They have been notified to vacate current residence or otherwise demonstrate high risk* of losing current housing; AND
- Lack the resources or support networks to obtain other permanent housing.

*High risk may be demonstrated by, but is not solely defined as, having experienced a loss of income, or other threat to housing stability due to the COVID-19 crisis, or displaced as a result of public health measures taken to reduce the spread of COVID19, and it is unknown if the problem will resolve in time to avert a loss of housing.

B. Income (OAR 813.046, 049).

CVRRP provided services require applicants to be very-low income; i.e., gross household income at or below 50% of area median income. Additional supplemental employment income (\$600) issued during the COVID-19 pandemic are excluded for the purpose of income eligibility requirements.

Income includes the current gross income of all adult household members at the time of assessment. Income earned by household members who are minors or full-time students and are not considered heads of household is excluded. While household assets should be identified to determine that a program applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income. Documentation of income for 30 days prior to the assessment must be kept in the applicant file. If income statements are not available for 30 days prior to the assessment, applicant must self-certify the previous 30 days of income.

Convert periodic wages to annual income by multiplying:

- 1. Hourly wages by the number of hours worked per year (2,080 hours for full-time employment with a 40-hour week and no overtime);*
- 2. Weekly wages by 52;*
- 3. Bi-weekly wages (paid every other week) by 26;*
- 4. Semi-monthly wages (paid twice each month) by 24; and*
- 5. Monthly wages by 12.*

To annualize other than full-time income, multiply the wages by the actual number of hours or weeks the person is expected to work.

C. Program Specific Eligibility Criteria

CVRRP-provided services require applicants to meet one of the program specific eligibility criteria to qualify for this program.

- (1) Loss of employment or income due to COVID-19 related factors; OR
- (2) Directly impacted by business closure related to COVID-19; OR
- (3) Diagnosed or exposed to COVID-19; OR
- (4) Compromised health status or elevated risk of infection or vulnerability to health as related to COVID-19.

D. Citizenship and Residency

There is no client citizenship or residency requirement to be eligible for CVRRP funded assistance.

E. Eligibility Documentation [OAR 813.046, 049, 240 – also see Records Section of the OHCS Homeless Manual]

- (1) Documentation of all client/applicant eligibility information must be available in client/applicant files or if kept electronically, available upon request in the format requested. Documentation of all efforts to obtain higher preference of verification (3rd party and Intake Worker Observation) when lower forms of preference are used, must be in writing and kept in the client/applicant file.

(2) Remote Application and Documentation

The standard preference is for applicants to apply for assistance in person or to have in-person contact with Grantee throughout the application and service delivery process. A remote application and documentation process may be used when necessitated.

Applicants who apply for assistance and provide eligibility documentation remotely may do so via electronic and other communication; e.g., phone, email, text, electronic messaging, mail and other electronic or remote means. The documentation must be kept in the client file.

Grantee is required to develop and maintain policies and procedures for the use of a remote application and eligibility documentation process and available for review by County or OHCS, upon request. Such policies and procedures must be applied equally across services that use or are supported by CVRRP funding.

These policies and procedures must address the following elements:

- a) In what circumstances a remote application and documentation process will be used;
- b) Verification of the identity of the applicant;
- c) Verification and documentation of qualification for assistance in relation to program eligibility criteria;

d) Verification and documentation as appropriate for ongoing demonstration of eligibility;

e) Notification and documentation to client in relation to release of information, service denial or termination and grievance and appeal requirements.

(3) Order of Preference

OHCS requires program staff to comply with the following general documentation standards listed in order of preference:

- **Third-party documentation**, where it is available, is the preferable form of documentation. Third party documentation includes verification from an employer, landlord, public benefit worker, agency service provider, etc. Written verification sent directly to program staff or via the applicant is preferred.

- **Intake Worker Observation** may include oral statements made by a social worker, case manager, or other appropriate official at an institution, shelter, or other facility and documented by the Intake Worker. When the Intake Worker is unable to obtain a written or oral statement from a shelter, institution or facility staff, the Intake Worker must document, in writing, their efforts to obtain eligibility documentation and must place their documentation in the client's file.

- **Applicant Self-Certification** requires a written and signed document by the individual or head of household seeking assistance attesting to the facts for which they are certifying. A third-party may be designated by an applicant to sign documents on their behalf when they are unable to do so. It is the responsibility of the subgrantee and subrecipient to provide access to language interpretation services and assistive devices necessary for applicants to understand the documents they are certifying.

(4) CVRRP Specific Eligibility Documentation Guidance

COVID-19 related eligibility may be documented through Self Certification and/or within guidelines for Remote Application and Documentation. Self-Certification may include, but is not limited to, declaration that a household member's health is at risk due to COVID-19 related factors, employment or income has been lost due to COVID19 related factors, a household member has been directly impacted by a business closure related to COVID-19, a household member has been diagnosed with COVID19, overcrowding has occurred in the household's current living situation and they have been requested to move due to COVID-19 social distancing guidelines.

III. ALLOWABLE PROGRAM COMPONENTS & EXPENDITURES [ORS 458.650]

Documentation of allowable program components and expenditures must identify how an expense or service helped a client maintain or attain permanent housing.

For the Work in this Grant CVRRP can only be used for Homelessness Prevention category.

Homelessness Prevention can pay for prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing.

CVRRP funding can pay for homelessness prevention rent assistance. Eligible homelessness prevention services include, but are not exclusive to:

- Housing costs such as rent payments, late fees and arrearages (one-time payment of arrears may be paid for past due rent incurred before inception of program);
- Manufactured home rental space “lot rents” or RV space lot for primary housing;
- Utility payments and arrearages (other utility assistance programs must be deferred to first, utility assistance is only eligible when other utility assistance cannot be obtained and providing utility assistance is necessary to ensure stability in housing) (utilities is inclusive of water, sewer, gas, garbage, electricity); and
- Moving costs, security and utility deposits and application fees.

IV. INELIGIBLE COSTS

(1) State Homeless Funds may not pay for mortgage payments or mortgage payments for manufactured homes being purchased by the applicant receiving these state funds.

(2) State Homeless Funds may not be used for the purchase of gift cards.

(3) CVRRP funds are not eligible for case management, housing navigation or other staffing expenses.

V. DATA REQUIREMENTS/REPORTING

Grantee agrees to report data as outlined below to the County and OHCS:

A. **Homeless Management Information System (HMIS) Database:**

HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of people experiencing homelessness. Grantee is required to:

- a. Collect and enter related client personally identifiable information and demographics and service data into the electronic ServicePoint HMIS, except for data of victims of domestic violence clients, which must be entered into a comparable database system that meets HMIS standards. Data shall be entered into appropriate HMIS providers, which will be determined by County.
- b. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. Grantee is responsible for

acquiring and documenting informed written consent from program participants, and protecting program participant's confidentiality.

- c. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date. Grantee must correct data quality, missing information, and null data errors as specified by County and/or Oregon Housing & Community Services (OHCS) prior to invoice submittals, and by the 10th of each month for services in the preceding month.
- d. Collect, as required by County and OHCS, universal data elements which include personally identifiable and demographic information on all clients at entry.
- e. HMIS relevant paper forms must be retained in a secure, locked location for required monitoring by County.
- f. Enter into agreements with County Community Development division, as needed, for access to HMIS. Domestic violence providers are excluded from this requirement.
- g. Ensure only authorized Grantee staff trained by County shall access the HMIS software.
- h. Comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
- i. Conduct HMIS 6 Month Follow up Report, based on housing status 6 months after program exit date.
- j. Enter data into County-provided 'HMIS Provider' to be used solely for CVRRP.
- k. Answer how has household been impacted by COVID –question must be answered with the picklist options provided.
- l. Conduct a Service Transaction including recording rent amounts provided.

B. COMPARABLE DATABASE

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases which provide aggregate information and data consistent with HMIS data collection requirements.

Comparable Databases must have the following characteristics:

- The victim service provider controls who can access and see client information;
- Access to the database is carefully controlled by the victim service provider;
- Meets the standards for security, data quality, and privacy of the HMIS within the Continuum of Care. The Comparable Database may use more stringent standards than the Continuum of Care's HMIS;
- Complies with all HUD-required technical specifications and data fields listed in HMIS;
- Be programmed to collect data with the most up-to-date HMIS Data Standards;
- Have the functionality necessary to de-duplicate client records within each system in order to provide an aggregate and unduplicated count of clients by project type;
- Be able to generate all reports required by federal partners, for example, the HUD CoC APR and the HUD-ESG CAPER; and
- Data fields that can be modified and customized by the victim service provider to benefit clients.

Additionally, individual survivor data must be routinely destroyed as soon as the program no longer needs it to provide client services or to satisfy grant/legal requirements. Victim service providers may suppress aggregate data on specific client characteristics if the characteristics would be personally identifying. Finally, the program's Grant with the database vendor should include binding agreements to ensure security of and program control over client data. A Comparable Database 101 document is available at:

<https://www.oregon.gov/ohcs/Pages/best-practices-hmis.aspx>

C. PROGRAM SPECIFIC REPORTING

- A) Grantee shall submit to the satisfaction of OHCS all HMIS reports as required in this agreement. Grantee shall assure that data collected and reported, which includes personally identifiable information, be conducted through the use of OHCS approved HMIS.
- B) Reports submitted shall include:
 - 1) County's Quarterly Provider Reports are due to OHCS 10 days following the end of each fiscal quarter (Oct 10, Jan 10, Apr 10, Jul 10). However, data entry and data quality on reports are due earlier to County.
 - 2) Quarterly reports include personally identifiable information and other data collected through HMIS.
 - 3) Grantee shall provide additional reports as needed or requested by OHCS.

VI. COMPENSATION

- A. The Grantee is eligible for an amount not to exceed One Hundred Seventy-Five Thousand Dollars (**\$175,000**) from June 1, 2020 to December 31, 2020 as specified under the conditions listed in Section I.
- B. Unless otherwise specified, Grantee shall submit monthly invoices for Work performed. All expenses are contingent upon timely, accurate and complete data collection and reporting. Invoices are due no later than 30 days following the month services were provided. **Items submitted after these due dates will not be reimbursable, unless special circumstances occur and reimbursement is approved by County Grant Administrator.**
- C. **Charges for eligible services incurred prior to Grant execution date, but within Grant term are due within 30 days of grant execution date.**
- D. **If Grantee fails to present invoices in proper form 30 days following the month services were provided, or as outlined in Section C above, Grantee waives any rights to present such invoice thereafter and to receive payment therefor. Invoices for services in the month of June (if applicable) will be due no later than July 10 (or as specified by County Contract Administrator) to meet County fiscal year deadlines.** Payments shall be made to Grantee following the County's review and approval of invoices submitted by Grantee. Grantee shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. The billings shall also include the total amount billed to date by Grantee prior to the current invoice. **Invoice template to be provided to Grantee by County.**
- E. Reimbursement by County will be within 30 days of receipt of County-verified invoice, including required data, reports and backup documentation, and signed Certification Statement.
- F. The Grantee may begin accruing expenditures eligible for reimbursement under this Grant **June 1, 2020**. Reimbursement shall not occur until the County has a fully executed Grant.

VII. TERMS/CONDITIONS

Grantee shall administer the program in a manner satisfactory to County and OHCS and in compliance with all program requirements including but not limited to the following terms and conditions:

General:

- 1) Grantee shall assure that program funds are used only for program services consistent with program requirements.
- 2) Grantee shall assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) Grantee shall ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period shall be recaptured by County and OHCS.

- 4) Grantee shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) Grantee is responsible to County & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to County/OHCS within 30 days upon written demand from County/OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants available at intake and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the County. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) Grantee is required to provide written notice to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal the Grantee's decision.
- 8) Grantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 9) Grantee shall be responsible for maintaining an internal controls framework, satisfactory to County and OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - a) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - b) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - c) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to County and OHCS.
 - d) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 10) Allow County, OHCS and its representatives access to, and to furnish whatever information and/or documentation County, OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. Grantee shall permit County, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records County and OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. Grantee shall cooperate fully with County, OHCS and its representatives.
- 11) Maintain accurate financial records satisfactory to the County, which document, *inter alia*, the receipt and disbursement of all funds provided through the program by the department; and have

an accounting system in place satisfactory to the department, which meets, *inter alia*, generally accepted accounting principles.

- 12) Maintain other program records satisfactory to County & OHCS, which document, *inter alia*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
- 13) Provide the County and OHCS with reports, data, and financial statements, in form and substance satisfactory to the County, as may be required or requested from time to time by the department, which shall be in a format prescribed by the County.
- 14) Furnish representatives of County, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to, and the right to copy, all program client and fiscal records, books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request, for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from Grantee's office.
- 15) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of a County and OHCS approved HMIS, where applicable by program requirements.
- 16) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to County and OHCS.
- 17) Indemnity. Subject to applicable law, Grantee shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS 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 activities of County, Grantee, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- 18) Grantee understands and agrees that this Grant is subject to termination upon such a directive to County by OHCS, and that OHCS shall not be liable to any of the parties of this agreement or to other persons for directing that such agreement be terminated.
- 19) Grantee shall comply and perform all work to the satisfaction of County and OHCS, and in accordance with the terms of this Grant, together with applicable program requirements, statutes, and regulations, including OAR 813-04000 *et. seq.*, as amended, and ORS 458.600 to 458.650. The approved County Implementation Report is incorporated herein by reference.
- 20) Expend no more than the funds awarded to Grantee by County (including allowable administrative costs shared with County, if applicable and allowed) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 21) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.

- 22) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
- 23) Re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 24) May utilize program funds to address the specific needs of various homeless subpopulations if approved by County. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved prior to implementation. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.
- 25) Grantee staff that provide direct services and supervise staff who provide direct services and manage homeless grants must receive training and demonstrate competency, as documented through the CSBG Organization Standards #5.8 (Board) and #7.9(Staff).
- 26) Homeless Coordinated Entry Process. Grantee is required to actively participate in and promote the Continuum of Care (CoC) coordinated entry process for their service area.
- 27) Persons With Lived Experience Feedback. Grantee must develop a systematic approach for collecting, analyzing and reporting client satisfaction data. A person with lived experience feedback system must document the steps County and Grantee will use to review feedback and will include how the persons with lived experience feedback is used or not used. Feedback may be through surveys, participation on advisory boards and other formats and may be received by the County or Grantee in person, on paper, by posting through a website or by email or other electronic means.
- 28) Client Service or Housing Plan (ORS 458.528). Development of a client service or housing plan is required for those clients receiving more than one-time only services. Plans are required to be client driven, using input and goal setting by the client. Warming shelters are excluded from this requirement. Existing and active service/housing plans with other providers may be used and amended for state-funded services.
- 29) Grievance and Appeals Process. Grantee are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:
 - Informs the participant/applicant of the policy and policy must be posted in general locations in which a client/applicant is expected to be;
 - Informs the participant/applicant that they may contest any Grantee's decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits and identifies the steps to follow to contest the decision;
 - Allows any aggrieved person a minimum of thirty days to request an administrative review;
 - Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
 - Informs OHCS of the request for administrative review within 10 days of receiving the request; and

- Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination. Any person or persons designated by County and Grantee can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

Grantee must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process. OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

- 30) Nondiscrimination. Grantee is required to comply with all state and federal statutes relating to nondiscrimination. Grantee may not take any of the following actions based on race, color, national origin, religion, gender, familial status or disability (federal) or marital status, sexual orientation, gender identity or source of income (state):

- Refuse to accept an application for housing assistance or services
- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Using a target population in screening is allowed; however, refusal to accept application or provide information on services or available housing to any protected class, even if these groups do not fit into your targeting strategy, is prohibited. Screening criteria cannot be discriminatory and must be consistently applied. For example, a provider might decide to give priority to clients who graduate from a tenant readiness education program that is inclusive of all protected classes. If two applications come in at the same time and both meet the screening criteria, the applicant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers should always accept the first applicant meeting their criteria or prioritization policy. For more information, see the Guide to Fair Housing for Nonprofit Housing and Shelter Providers produced by the Fair Housing Council of Oregon, or contact them directly at www.fhco.org.

- 31) Limited English Proficiency. The Federal government has issued a series of policy documents, guides and regulations describing how Grantee should address the needs of citizens who have limited English proficiency (LEP). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language. Grantee must have a LEP policy document that describes the actions Grantee took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed. Links to more information about Limited English Proficiency requirements are provided in the appendices “Applicable Rules and Regulations”. Grantee should create a written Language Access Plan (LAP) to provide a framework to document how the Grantee’s programs will be accessible to all populations in their service area. Grantee who serves few persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release Grantee’s obligation to ensure LEP persons have access to programs or activities.

- 32) Conflict of Interest. Grantee must keep records to show compliance with program conflict of interest requirements.

(1) Organizational. The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by County, Grantee or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If Grantee wishes to apply for a waiver, they should contact County and the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS. A Grantee may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where the County or Grantee has ownership interest for the expediency of housing placement services and to create seamless service delivery while keeping the client engaged in services. A waiver of the conflict of interest policy for this purpose is not required for EHA/SHAP. County and Grantee cannot steer potential renters to units owned or operated by the County or Grantee, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within the County or Grantee's jurisdiction or they may choose to rent a unit owned or operated by the County or Grantee. A waiver request is not required for this situation; however, County and Grantee must comply with this provision of the conflict of interest policy.

Monitoring of Grantee

- A) OHCS & County Authorized to Monitor Grantee. OHCS may monitor the activities and records of Grantee as it deems necessary or appropriate, among other things, to ensure Grantee complies with the terms of this Agreement, including Program Requirements, and that grant funds are used properly and only for authorized purposes hereunder. OHCS also may monitor the activities and records of Grantee to ensure that performance goals are achieved as specified in this Agreement, and that performance is to the satisfaction of OHCS. Monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all Grantee files, records and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Grantee fiscal and program reports, and requiring appropriate reimbursement request documentation as well as such other information and clarification as it deems appropriate, prior to providing a reimbursement request approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Grantee and their officers, employees, agents, Grantees and other staff. OHCS may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. OHCS monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by OHCS and may be effected through Grantees, agents or other authorized representatives. Grantee consents to such monitoring and enforcement by OHCS and agrees to cooperate fully with same. OHCS reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.
- B) Grantee Shall Fully Cooperate. Grantee shall fully and timely cooperate with OHCS in the performance of any and all monitoring and enforcement activities. Failure by Grantee to comply with this requirement is sufficient cause for OHCS to require special conditions, take such other

action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the Grantee to perform its obligations under this Agreement.

- C) County Shall Monitor Grantee. County shall perform onsite visits to monitor the activities of Grantee as is reasonable to ensure compliance with (and as necessary under) applicable Program Requirements or as otherwise directed by OHCS, but in no case less than at least once during Biennium 19-21. The activities of any Grantee shall be monitored to ensure, *inter alia*, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific Program Requirements, and that performance goals are achieved as specified. County monitoring will include an evaluation of Grantee's risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of monitoring. Monitoring also must include a review of financial and performance reports, and follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, if any. Grantee may request County's '**Agency Policy and Procedures for Monitoring Subrecipients**'.
Subrecipients'.
- D) OHCS may review (including copying) from time to time any and all Grantee's files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, OHCS will endeavor to communicate in writing to the County. OHCS may advise County of any corrective action that it deems appropriate based upon its monitoring activities or otherwise of Grantee. Grantee shall timely satisfy such corrective actions as reasonably required by OHCS.

Confidentiality

- A) Grantee shall protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information, except as necessary for the administration of the Community Services program(s) funded under this Agreement, as authorized in writing by the client or other applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Grantee is required to ensure that all its and their officers, employees and agents are aware of and comply with this confidentiality requirement.
- B) All Grantee provider and project staff members are expected to comply with the most current local, state and federal laws regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or County. Client information (including identifying the person as a client) should not be released without written authorization from the client.
- C) Grantee is required to have a signed Grantee Release of Information (ROI) form for all clients, including for each adult member of the identified household, authorizing the release of information pertinent to determining program eligibility, providing assistance/service, HMIS reporting, and other relevant needs for sharing information. Each adult member must complete and sign their own ROI privately and ROIs cannot be shared with other household members. Unaccompanied youth who are the head of household must also have a signed ROI on file. Release forms must be time-limited and specific as to with whom and what information will be shared. Written ROI's must be obtained from all clients to Grantee and County (Social Services Division). Oregon Housing & Community Services Department (OHCS) is required to be listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews).

- D) Additional ROI's to be obtained from clients:
- a. ROI for Data Sharing for Clackamas County Coordinated Housing Access (CHA)
- E) Client refusal to sign a ROI must be documented, dated and kept in the client file. Client refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients.
- F) Grantee shall ensure that all officers, employees, and agents are aware of and comply with County and Grantee's confidentiality policies and procedures.
- G) Confidential records includes all applications, records, files, and communications relating to applicants for, and clients of, CVRRP funded services.

Electronic collection of client information requires procedures for ensuring confidentiality including:

- Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
- Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
- Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
- Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required.

Note to Domestic Violence Providers: Grantee must have procedures that ensure the safety and security of program participants who are victims of domestic violence, including maintaining strict confidentiality of records. Additionally, the address and location of EHA and SHAP funded domestic violence shelter facilities must be protected from public disclosure except as authorized by the director of the organization responsible for operations of the shelter. The confidential policy standards maintained by Grantee must comply with all applicable local, state and federal requirements. All records shall be open for review to federal, state, and County's auditors and/or examiners in the course of their regular audits and monitoring functions of EHA and SHAP funded programs.

Case Files

- A. Documentation of client eligibility and services received must be maintained in client case files (paper or electronically) and include a copy of the coordinated entry assessment to confirm participation in coordinated entry. Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to be entered into HMIS unless the use of HMIS is a part of the County's or Grantee's intake/assessment process.
- B. A client services or housing plan is required for those clients receiving more than one time only services and must be in the case file. Existing assessments and active case plans with other providers may be used and included in the client file.
- C. Client eligibility documentation be maintained in the client file. File documentation will be the basis of OHCS monitoring to ensure Grantee is in compliance with program requirements and regulations. OHCS recommends that Grantee use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

Record Retention

A) Grantee shall prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

B) Grantee shall retain all program records pertinent to client services and expenditures incurred under EHA and SHAP in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in Administrative Rule, Operations Manual and Special Schedules, and the OHCS Record Retention Schedule, as may be modified from time to time.

Find the OHCS Special Schedule at the Oregon State Archives:

(https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx).

Find the State Agency General Records Retention Schedules at the Oregon State Archives:

(https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx).

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

C) Grantee shall retain and keep accessible all such **fiscal and program records**, client records, digital and electronic records, books, documents, papers, plans, and writings for a **minimum of (6) six years**, or such longer period as may be required by applicable law, whichever date is later. Applicable law includes the following final payment and termination of funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to funding.

Additional Requirements:

- A) Organization must provide services to clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, disability (as defined under the Americans with Disabilities Act) or any other protected class as defined in applicable state and federal law. Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
- B) Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this Grant.
- C) Grantee will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- D) Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children or other crimes that are incompatible with this project.

Policies must also be in place to ensure the safety of participants should criminal convictions occur during the term of the project.

- E) Grantee will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- F) Grantee certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - (c) Making it a requirement that each employee to be engaged in the performance of this Grant be given a copy of the statement required by subsection (a) above.
 - (d) Notifying the employee in the statement required by subsection (a) that as a condition of employment on such Grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the Grantee within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
 - (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).
- G) Grantee certifies to the best of its knowledge and belief that neither it nor any of its principals, officers, directors, or employees:
 - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or Grantee;
 - (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) above, of this certification; and

(d) Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

(e) Is included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Asset Control of the United States Department of the Treasury and currently found at:

<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant to Northwest Family Services to administer
COVID-19 Rental Relief Program Funds

Purpose/Outcomes	Board approval of a grant to Northwest Family Services that will provide homelessness prevention rental relief funding to eligible unaccompanied youth impacted by COVID-19
Dollar Amount and Fiscal Impact	\$130,000 - State funds from the Emergency Fund. No County General Funds are involved.
Funding Source	State of Oregon, Housing and Community Services Department, Community Resources Division
Duration	June 1, 2020 through December 31, 2020
Previous Board Action	COVID Rent Relief Funding and Implementation Report were approved by the Board of County Commissioners on May 21, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the H3S Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The grant was approved by County Counsel on June 16, 2020.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9766

BACKGROUND:

The Social Services Division (SSD) of Health, Housing and Human Services (H3S) requests the approval of a grant to Northwest Family Services that will provide Rental Relief Program Funds to eligible unaccompanied youth impacted by COVID-19.

Oregon Housing and Community Services (OHCS) is Oregon's housing finance agency providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of low and moderate incomes. OHCS administers Federal and State antipoverty, homeless, energy assistance, and community services programs.

OHCS approved awarding the new homelessness prevention rent relief funds to SSD's existing subrecipient partners, including Northwest Family Services, under the amended Master Grant Agreement 19-21 Biennium (H3S#9302), as outlined in the Implementation Report approved by both the Board of Commissioners and OHCS.

The Grant to Northwest Family Services was approved by Emergency Operations Command and County Counsel on June 16, 2020.

RECOMMENDATION:

Staff recommends the approval of the Grant, and that Richard Swift, H3S Director, or his designee, be authorized to sign all documents on behalf of the Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "R. Swift". The signature is stylized and cursive.

Richard Swift, Director
Health, Housing and Human Services Department



**CLACKAMAS COUNTY
COVID RENT RELIEF PROGRAM (CVRRP) GRANT
H3S# 9766**

This COVID RENT RELIEF PROGRAM (CVRRP) Grant (“Grant”) is entered into between **Northwest Family Services** (“Grantee”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Health, Housing and Human Services Department, Social Services Division.

ARTICLE I.

1. **Effective Date and Duration.** This Grant shall become effective upon signature of both parties. Funds issues under this Grant may be used to reimburse Grantee for Work, defined below, incurred no earlier than **June 1, 2020**. The Work previously performed is and shall remain subject to the terms and conditions of this Grant. County reserves any rights, claims, or causes of action that County may have with respect to Work performed and ratified hereunder. Unless earlier terminated or extended, this Grant shall expire on **December 31, 2020**.
2. **Scope of Work.** County has awarded Grantee certain funds from Oregon Housing and Community Services Department for **CVRRP**. Funds provided by County to Grantee shall be used solely for the following eligible purposes: Provide COVID Rent Relief Homelessness Prevention services (“Work”), further described in **Exhibit A**.
3. **Grant Funds.** The County agrees to pay Grantee, from available and authorized funds:

A sum not to exceed One Hundred Thirty Thousand Dollars (**\$130,000**) from June 1, 2020 to December 31, 2020, consisting of Oregon Housing Community Services (OHCS), **COVID Rent Relief Program Funds**.

Payments made are by reimbursement of actual costs with required expenditure documentation, and accurate and complete data collection and reporting in accordance with **Exhibit A**.

County’s responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 (H3S#9302) for CVRRP services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 (H3S#9302) for CVRRP services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 (H3S#9302) for CVRRP services.

4. **Invoices and Payments.** Outlined in Exhibit A, Section VI. Compensation.

Invoices shall reference the above Grant Number and be submitted electronically to:

caainvoices@clackamas.us

If confidential client information is included on invoice or required backup documentation, Grantee shall use a County-approved secure email method for submittal to the email address listed above.

5. **Grant Documents.** This Grant consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference: this Grant, Exhibit A.

6. **Grantee and County Contacts.**

Grantee	County
Program Manager: Iliana Fontal Phone: 503-546-6377 Email: ifontal@nwfs.org	Program Manager: Erika Silver Phone: 503/650-5725 Email: ESilver@clackamas.us
Grant Administrator: Rose Fuller Phone: 503-546-6377 Email: rfuller@nwfs.org	Grant Administrator: Jessica Diridoni Phone: 503/655-8646 Email: jdiridoni@clackamas.us

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

ARTICLE II.

1. **ACCESS TO RECORDS.** Grantee shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Grant. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Grantee, which are directly pertinent to this Grant for the purpose of making audit, examination, excerpts, and transcripts. Grantee shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Grant after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Grant, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Grant are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Grant.
4. **COMPLIANCE WITH APPLICABLE LAW.** Grantee shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Grantee shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Grant, whether or not specifically referenced herein.

5. **COUNTERPARTS.** This Grant may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Grant, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Grantee that arises out of or relates to the performance of this Grant shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Grantee, by execution of this Grant, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Grantee 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 Grantee, its subcontractors, agents, or employees. The Grantee agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Grantee or the Grantee's employees, subcontractors, or agents. However, neither Grantee nor any attorney engaged by Grantee shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Grantee settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Grant 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 Grantee's performance. Grantee is responsible for determining the appropriate means and manner of performing the Work. Grantee is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Grantee will be solely responsible for payment of any Federal or State taxes required as a result of this Grant; and (B) This Grant is not intended to entitle Grantee to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Grantee shall secure at its own expense and keep in effect during the term of the performance under this Grant the insurance required and minimum coverage indicated below. Grantee shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: **Clackamas County, Social Services Division, Attn: Jessica Diridoni, 2051 Kaen Road, Oregon City, OR 97045 or electronically to: caa@clackamas.us**

Required - Workers Compensation: Grantee shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required - Abuse and Molestation Insurance as part of the Commercial General Liability policy in a form and with coverage that is satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

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

- 10. LIMITATION OF LIABILITIES.** This Grant is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Grant or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Grant, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Grant Administrators identified in Article 1, Section 6. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Grantee that results from this Grant (the "Work Product") is the exclusive property of County. County and Grantee intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Grantee 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. Grantee shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Grantee forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no

rights in any pre-existing Grantee intellectual property provided to County by Grantee in the performance of this Grant except to copy, use and re-use any such Grantee intellectual property for County use only. If this Grant is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Grant, may require the Grantee to transfer and deliver all partially completed Work Product, reports or documentation that the Grantee has specifically developed or specifically acquired for the performance of this Grant.

- 13. REPRESENTATIONS AND WARRANTIES.** Grantee represents and warrants to County that (A) Grantee has the power and authority to enter into and perform this Grant; (B) this Grant, when executed and delivered, shall be a valid and binding obligation of Grantee enforceable in accordance with its terms; (C) Grantee shall at all times during the term of this Grant, be qualified, professionally competent, and duly licensed to perform the Work; (D) Grantee is an independent contractor as defined in ORS 670.600; and (E) the Work under this Grant shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Grant, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 13, 14, 17, 19, 21, 24, and 25, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Grant with respect to: (a) any breach of a Grantee warranty; or (b) any default or defect in Grantee performance that has not been cured.
- 15. SEVERABILITY.** 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Grantee shall not enter into any subcontracts for any of the Work required by this Grant, or assign or transfer any of its interest in this Grant by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Grantee shall include in any permitted subcontract under this Grant a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Grantee. County's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Grant.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Grant shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TERMINATIONS.** (A) This Grant may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Grantee; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Grantee shall immediately stop performance of the Work. (B) If Grantee breaches any Grant provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Grant, Grantee shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Grant Work been completed. Upon County's request, Grantee shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 19. REMEDIES.** If terminated by the County due to a breach by the Grantee, then the County shall have any remedy available to it in law or equity including, but not limited to, requiring Grantee to repay

County any grant funds that Grantee spent for non-eligible purposes. If County breaches this Grant, Grantee's sole and exclusive remedy is termination of this Grant and payment of any outstanding grant funds actually received by the County, from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, and that Grantee is entitled to for Work previously performed.

20. NO THIRD PARTY BENEFICIARIES. County and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant 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 Grant.

21. TIME IS OF THE ESSENCE. Grantee agrees that time is of the essence in the performance this Grant.

22. FOREIGN CONTRACTOR. If the Grantee is not domiciled in or registered to do business in the State of Oregon, Grantee 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 Grant. The Grantee shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Grant.

23. FORCE MAJEURE. Neither County nor Grantee shall be held responsible for delay or default caused by events outside the County or Grantee's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Grantee 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 Grant.

24. WAIVER. The failure of County to enforce any provision of this Grant shall not constitute a waiver by County of that or any other provision.

25. CONFIDENTIALITY. Grantee acknowledges that it and its employees and agents may, in the course of performing their obligations under this Grant, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Grantee or its employees or agents in the performance of this Grant, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Grantee shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Grantee agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Grantee uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Grant), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Grantee agrees that, except as directed by the County, Grantee will not at any time during or after the term of this Grant, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Grant or the County's request, Grantee will turn over to the County all documents, papers, records and other materials in Grantee's possession which embody Confidential Information. Grantee acknowledges that breach of this Grant, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or

equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Grantee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Grantee agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Grantee's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Grantee's employees and agents who are performing services, and providing a copy of the results to the County.

Grantee shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Grant or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Grantee shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Grantee reasonably believes there has been such unauthorized use or disclosure. Grantee's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Grant, Grantee will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

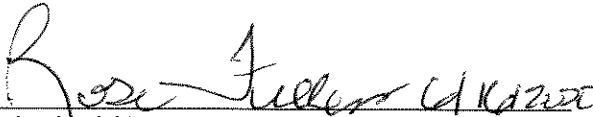
The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Grant, as it may otherwise be amended. Grantee's obligations under this Grant shall survive the expiration or termination of the Grant, as amended, and shall be perpetual.

26. MERGER. THIS GRANT 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 GRANT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS GRANT 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. GRANTEE, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS GRANT, AND GRANTEE AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

27. FURTHER ASSURANCES. Grantee agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Grant including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

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

Grantee:
Northwest Family Services


 Authorized Signature Date

Rose Fuller, Executive Director
 Name / Title

170100-8
 Oregon Business Registry #

(501 c 3), non-profit, Oregon
 Entity Type / State of Formation

Email: RFuller@nwfs.org

Tax ID: 93-0841022

DUNS: # 612467134


Clackamas County

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

Signing on Behalf of the Board

 Richard Swift, Director Date
 Health, Housing and Human Services

Approved as to Form:

 06/16/2020

 County Counsel Date

EXHIBIT A

I. SCOPE OF WORK

- A. Homelessness Prevention is a strategy that prevents people from becoming homeless by providing direct financial assistance and services. Since this is homelessness prevention and not eviction prevention, local data will be used to focus on households in which it can be reasonably assumed would become homeless without this assistance.

Grantee agrees to accomplish the following Work under this grant:

1. Grantee will provide COVID Rent Relief Homelessness Prevention services only to households whose eligibility has been determined in compliance with program requirements as outlined by County and Oregon Housing and Community Services (OHCS).
2. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.
3. Assure that program services are available to very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
4. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.
5. Grantee shall comply with all non-federal Subrecipient requirements of County and OHCS as specified, amended and updated in this Grant and by OHCS in the following documents, incorporated by reference:
 - State Homeless Funds Program Operations Manual- June 3, 2020
<https://www.oregon.gov/ohcs/CRD/hss/State-Operations-Manual-06-03-20.pdf>
 - State Homeless Funds Program Operations /COVID-19 Rent Relief Frequently Asked Questions June 3. 2020
<https://www.oregon.gov/ohcs/CRD/hss/CVRRP-FAQ.pdf>
6. Grantee shall also comply with current and updated U.S. Department of Housing and Urban Development 50% Area Median Income (AMI) when determining household income eligibility.
7. Grantee shall not charge clients for services.
8. Grantee shall not bill County for administrative or overhead costs on this project.
9. Coordinated Housing Access (CHA)

Grantee will be trained in administering CHA. When people in need of housing services make initial contact directly with a provider, the Grantee will have the flexibility to

determine the best type, level and duration of intervention based on each individual situation in order to serve people in crisis rapidly.

If Grantee determines that a particular household's level of need is more than the capacity available; then a full CHA assessment must be completed so that the household can access the type, level and duration of services that will best meet their needs.

If the client identifies as part of a special population for which there is a CHA partner who specializes in serving this population, the household must be provided the option to be served by that provider. Examples may include but are not limited to: survivors of domestic violence, unaccompanied homeless youth, and veterans.

Grantee must also accept referrals from CHA.

Domestic violence providers will have a comparable database.

10. Issue payments to landlords as quickly as possible.
11. Services provided by Grantee are reserved for Clackamas County residents who meet eligibility requirements.
12. Grantee is required to Perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children, or other crimes that are incompatible with this project.

Policies must also be in place to ensure the safety of participants should criminal arrests and/or convictions occur during the Grant term. If a volunteer or employee of Grantee has a break in service, and does not work for 60 days or more for Grantee, or Grantee has knowledge or information that a crime may have been committed by the staff or volunteer, then another criminal background check must be completed prior to working for Grantee.

13. Grantee shall maintain a Google spreadsheet to insert data on expenditures to allow County to track spend down of the funds. County may provide additional guidance on spreadsheet contents. Personally Identifiable Information of individuals and households shall not be placed on the Google spreadsheet.

B. PERFORMANCE MEASURES

Grantee shall administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from the time of program or project exit.
- 3) All other outcome measures indicated in County's implementation report.

C. PROJECT EXPECTATIONS

Project expectations are listed below, and as required and updated in State Homeless Funds Program Operations Manual.

Service Delivery Approach – National and local best practices include Housing First, Trauma Informed Care, Cultural Responsiveness/Cultural Specificity, Assertive Engagement, Person-Centered Care and Harm Reduction. Successful applicants will incorporate these or similar elements into their responses and service delivery models.

Schooling – All school-aged children will be enrolled in and attending school.

Mainstream Benefits Screening – 100% of participant households served will be screened to determine whether they are accessing all mainstream benefits they are eligible for, including, but not limited to, TANF, SNAP, OHP, WIC, Veterans benefits, McKinney-Vento/ESSA homeless student services, TANF-DV grants, and child support. Persons who are not fully accessing mainstream benefits shall be assisted in enrolling for these benefits should they choose to do so.

II. ELIGIBILITY

A. Housing Status

(ORS 458.528, 458.650). For the purpose of this project, eligible applicants for program services must meet, and Grantee must document one of the following categorical definitions of homeless, Oregon Housing and Community Services (OHCS) **Housing Status Categories 2, 3, 4, or 5**:

Category 2: Imminent Risk of Homelessness— Unaccompanied Youth under age 25 who will imminently lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 21 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, who do not otherwise qualify as homeless under this definition, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the program assistance application;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Unaccompanied Youth under age 25 who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed— Unaccompanied Youth under age 25 who:

CVRRP specific:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed categories, provided that:
- They have been notified to vacate current residence or otherwise demonstrate high risk* of losing current housing; AND
- Lack the resources or support networks to obtain other permanent housing.

*High risk may be demonstrated by, but is not solely defined as, having experienced a loss of income, or other threat to housing stability due to the COVID-19 crisis, or displaced as a result of public health measures taken to reduce the spread of COVID19, and it is unknown if the problem will resolve in time to avert a loss of housing.

B. Income (OAR 813.046, 049).

CVRRP provided services require applicants to be very-low income; i.e., gross household income at or below 50% of area median income. Additional supplemental employment income (\$600) issued during the COVID-19 pandemic are excluded for the purpose of income eligibility requirements.

Income includes the current gross income of all adult household members at the time of assessment. Income earned by household members who are minors or full-time students and are not considered heads of household is excluded. While household assets should be identified to determine that a program applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income. Documentation of income for 30 days prior to the assessment must be kept in the applicant file. If income statements are not available for 30 days prior to the assessment, applicant must self-certify the previous 30 days of income.

Convert periodic wages to annual income by multiplying:

1. *Hourly wages by the number of hours worked per year (2,080 hours for full-time employment with a 40-hour week and no overtime);*
2. *Weekly wages by 52;*
3. *Bi-weekly wages (paid every other week) by 26;*
4. *Semi-monthly wages (paid twice each month) by 24; and*
5. *Monthly wages by 12.*

To annualize other than full-time income, multiply the wages by the actual number of hours or weeks the person is expected to work.

C. Program Specific Eligibility Criteria

CVRRP-provided services require applicants to meet one of the program specific eligibility criteria to qualify for this program.

- (1) Loss of employment or income due to COVID-19 related factors; OR
- (2) Directly impacted by business closure related to COVID-19; OR
- (3) Diagnosed or exposed to COVID-19; OR
- (4) Compromised health status or elevated risk of infection or vulnerability to health as related to COVID-19.

D. Citizenship and Residency

There is no client citizenship or residency requirement to be eligible for CVRRP funded assistance.

E. Eligibility Documentation [OAR 813.046, 049, 240 – also see Records Section of the OHCS Homeless Manual]

- (1) Documentation of all client/applicant eligibility information must be available in client/applicant files or if kept electronically, available upon request in the format requested. Documentation of all efforts to obtain higher preference of verification (3rd party and Intake Worker Observation) when lower forms of preference are used, must be in writing and kept in the client/applicant file.

(2) Remote Application and Documentation

The standard preference is for applicants to apply for assistance in person or to have in-person contact with Grantee throughout the application and service delivery process. A remote application and documentation process may be used when necessitated.

Applicants who apply for assistance and provide eligibility documentation remotely may do so via electronic and other communication; e.g., phone, email, text, electronic messaging, mail and other electronic or remote means. The documentation must be kept in the client file.

Grantee is required to develop and maintain policies and procedures for the use of a remote application and eligibility documentation process and available for review by County or OHCS, upon request. Such policies and procedures must be applied equally across services that use or are supported by CVRRP funding.

These policies and procedures must address the following elements:

- a) In what circumstances a remote application and documentation process will be used;
- b) Verification of the identity of the applicant;
- c) Verification and documentation of qualification for assistance in relation to program eligibility criteria;

- d) Verification and documentation as appropriate for ongoing demonstration of eligibility;
- e) Notification and documentation to client in relation to release of information, service denial or termination and grievance and appeal requirements.

(3) Order of Preference

OHCS requires program staff to comply with the following general documentation standards listed in order of preference:

- **Third-party documentation**, where it is available, is the preferable form of documentation. Third party documentation includes verification from an employer, landlord, public benefit worker, agency service provider, etc. Written verification sent directly to program staff or via the applicant is preferred.
- **Intake Worker Observation** may include oral statements made by a social worker, case manager, or other appropriate official at an institution, shelter, or other facility and documented by the Intake Worker. When the Intake Worker is unable to obtain a written or oral statement from a shelter, institution or facility staff, the Intake Worker must document, in writing, their efforts to obtain eligibility documentation and must place their documentation in the client's file.
- **Applicant Self-Certification** requires a written and signed document by the individual or head of household seeking assistance attesting to the facts for which they are certifying. A third-party may be designated by an applicant to sign documents on their behalf when they are unable to do so. It is the responsibility of the subgrantee and subrecipient to provide access to language interpretation services and assistive devices necessary for applicants to understand the documents they are certifying.

(4) CVRRP Specific Eligibility Documentation Guidance

COVID-19 related eligibility may be documented through Self Certification and/or within guidelines for Remote Application and Documentation. Self-Certification may include, but is not limited to, declaration that a household member's health is at risk due to COVID-19 related factors, employment or income has been lost due to COVID-19 related factors, a household member has been directly impacted by a business closure related to COVID-19, a household member has been diagnosed with COVID-19, overcrowding has occurred in the household's current living situation and they have been requested to move due to COVID-19 social distancing guidelines.

III. ALLOWABLE PROGRAM COMPONENTS & EXPENDITURES [ORS 458.650]

Documentation of allowable program components and expenditures must identify how an expense or service helped a client maintain or attain permanent housing.

For the Work in this Grant CVRRP can only be used for Homelessness Prevention category.

Homelessness Prevention can pay for prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing.

CVRRP funding can pay for homelessness prevention rent assistance. Eligible homelessness prevention services include, but are not exclusive to:

- Housing costs such as rent payments, late fees and arrearages (one-time payment of arrears may be paid for past due rent incurred before inception of program);
- Manufactured home rental space “lot rents” or RV space lot for primary housing;
- Utility payments and arrearages (other utility assistance programs must be deferred to first, utility assistance is only eligible when other utility assistance cannot be obtained and providing utility assistance is necessary to ensure stability in housing) (utilities is inclusive of water, sewer, gas, garbage, electricity); and
- Moving costs, security and utility deposits and application fees.

IV. INELIGIBLE COSTS

(1) State Homeless Funds may not pay for mortgage payments or mortgage payments for manufactured homes being purchased by the applicant receiving these state funds.

(2) State Homeless Funds may not be used for the purchase of gift cards.

(3) CVRRP funds are not eligible for case management, housing navigation or other staffing expenses.

V. DATA REQUIREMENTS/REPORTING

Grantee agrees to report data as outlined below to the County and OHCS:

A. Homeless Management Information System (HMIS) Database:

HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of people experiencing homelessness. Grantee is required to:

- a. Collect and enter related client personally identifiable information and demographics and service data into the electronic ServicePoint HMIS, except for data of victims of domestic violence clients, which must be entered into a comparable database system that meets HMIS standards. Data shall be entered into appropriate HMIS providers, which will be determined by County.
- b. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. Grantee is responsible for

acquiring and documenting informed written consent from program participants, and protecting program participant's confidentiality.

- c. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date. Grantee must correct data quality, missing information, and null data errors as specified by County and/or Oregon Housing & Community Services (OHCS) prior to invoice submittals, and by the 10th of each month for services in the preceding month.
- d. Collect, as required by County and OHCS, universal data elements which include personally identifiable and demographic information on all clients at entry.
- e. HMIS relevant paper forms must be retained in a secure, locked location for required monitoring by County.
- f. Enter into agreements with County Community Development division, as needed, for access to HMIS. Domestic violence providers are excluded from this requirement.
- g. Ensure only authorized Grantee staff trained by County shall access the HMIS software.
- h. Comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
- i. Conduct HMIS 6 Month Follow up Report, based on housing status 6 months after program exit date.
- j. Enter data into County-provided 'HMIS Provider' to be used solely for CVRRP.
- k. Answer how has household been impacted by COVID –question must be answered with the picklist options provided.
- l. Conduct a Service Transaction including recording rent amounts provided.

B. COMPARABLE DATABASE

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases which provide aggregate information and data consistent with HMIS data collection requirements.

Comparable Databases must have the following characteristics:

- The victim service provider controls who can access and see client information;
- Access to the database is carefully controlled by the victim service provider;
- Meets the standards for security, data quality, and privacy of the HMIS within the Continuum of Care. The Comparable Database may use more stringent standards than the Continuum of Care's HMIS;
- Complies with all HUD-required technical specifications and data fields listed in HMIS;
- Be programmed to collect data with the most up-to-date HMIS Data Standards;
- Have the functionality necessary to de-duplicate client records within each system in order to provide an aggregate and unduplicated count of clients by project type;
- Be able to generate all reports required by federal partners, for example, the HUD CoC APR and the HUD-ESG CAPER; and
- Data fields that can be modified and customized by the victim service provider to benefit clients.

Additionally, individual survivor data must be routinely destroyed as soon as the program no longer needs it to provide client services or to satisfy grant/legal requirements. Victim service providers may suppress aggregate data on specific client characteristics if the characteristics would be personally identifying. Finally, the program's Grant with the database vendor should include binding agreements to ensure security of and program control over client data. A Comparable Database 101 document is available at:

<https://www.oregon.gov/ohcs/Pages/best-practices-hmis.aspx>

C. PROGRAM SPECIFIC REPORTING

- A) Grantee shall submit to the satisfaction of OHCS all HMIS reports as required in this agreement. Grantee shall assure that data collected and reported, which includes personally identifiable information, be conducted through the use of OHCS approved HMIS.
- B) Reports submitted shall include:
 - 1) County's Quarterly Provider Reports are due to OHCS 10 days following the end of each fiscal quarter (Oct 10, Jan 10, Apr 10, Jul 10). However, data entry and data quality on reports are due earlier to County.
 - 2) Quarterly reports include personally identifiable information and other data collected through HMIS.
 - 3) Grantee shall provide additional reports as needed or requested by OHCS.

VI. COMPENSATION

- A. The Grantee is eligible for an amount not to exceed One Hundred Thirty Thousand Dollars **(\$130,000)** from June 1, 2020 to December 31, 2020 as specified under the conditions listed in Section I.
- B. Unless otherwise specified, Grantee shall submit monthly invoices for Work performed. All expenses are contingent upon timely, accurate and complete data collection and reporting. Invoices are due no later than 30 days following the month services were provided. **Items submitted after these due dates will not be reimbursable, unless special circumstances occur and reimbursement is approved by County Grant Administrator.**
- C. **Charges for eligible services incurred prior to Grant execution date, but within Grant term are due within 30 days of grant execution date.**
- D. **If Grantee fails to present invoices in proper form 30 days following the month services were provided, or as outlined in Section C above, Grantee waives any rights to present such invoice thereafter and to receive payment therefor. Invoices for services in the month of June (if applicable) will be due no later than July 10 (or as specified by County Contract Administrator) to meet County fiscal year deadlines.** Payments shall be made to Grantee following the County's review and approval of invoices submitted by Grantee. Grantee shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. The billings shall also include the total amount billed to date by Grantee prior to the current invoice. **Invoice template to be provided to Grantee by County.**
- E. Reimbursement by County will be within 30 days of receipt of County-verified invoice, including required data, reports and backup documentation, and signed Certification Statement.
- F. The Grantee may begin accruing expenditures eligible for reimbursement under this Grant **June 1, 2020**. Reimbursement shall not occur until the County has a fully executed Grant.

VII. TERMS/CONDITIONS

Grantee shall administer the program in a manner satisfactory to County and OHCS and in compliance with all program requirements including but not limited to the following terms and conditions:

General:

- 1) Grantee shall assure that program funds are used only for program services consistent with program requirements.
- 2) Grantee shall assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) Grantee shall ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period shall be recaptured by County and OHCS.

- 4) Grantee shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) Grantee is responsible to County & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to County/OHCS within 30 days upon written demand from County/OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants available at intake and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the County. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) Grantee is required to provide written notice to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal the Grantee's decision.
- 8) Grantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 9) Grantee shall be responsible for maintaining an internal controls framework, satisfactory to County and OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - a) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - b) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - c) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to County and OHCS.
 - d) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 10) Allow County, OHCS and its representatives access to, and to furnish whatever information and/or documentation County, OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. Grantee shall permit County, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records County and OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. Grantee shall cooperate fully with County, OHCS and its representatives.
- 11) Maintain accurate financial records satisfactory to the County, which document, *inter alia*, the receipt and disbursement of all funds provided through the program by the department; and have

an accounting system in place satisfactory to the department, which meets, *inter alia*, generally accepted accounting principles.

- 12) Maintain other program records satisfactory to County & OHCS, which document, *inter alia*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
- 13) Provide the County and OHCS with reports, data, and financial statements, in form and substance satisfactory to the County, as may be required or requested from time to time by the department, which shall be in a format prescribed by the County.
- 14) Furnish representatives of County, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to, and the right to copy, all program client and fiscal records, books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request, for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from Grantee's office.
- 15) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of a County and OHCS approved HMIS, where applicable by program requirements.
- 16) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to County and OHCS.
- 17) Indemnity. Subject to applicable law, Grantee shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS 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 activities of County, Grantee, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- 18) Grantee understands and agrees that this Grant is subject to termination upon such a directive to County by OHCS, and that OHCS shall not be liable to any of the parties of this agreement or to other persons for directing that such agreement be terminated.
- 19) Grantee shall comply and perform all work to the satisfaction of County and OHCS, and in accordance with the terms of this Grant, together with applicable program requirements, statutes, and regulations, including OAR 813-04000 *et. seq.*, as amended, and ORS 458.600 to 458.650. The approved County Implementation Report is incorporated herein by reference.
- 20) Expend no more than the funds awarded to Grantee by County (including allowable administrative costs shared with County, if applicable and allowed) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 21) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.

- 22) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
- 23) Re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 24) May utilize program funds to address the specific needs of various homeless subpopulations if approved by County. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved prior to implementation. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.
- 25) Grantee staff that provide direct services and supervise staff who provide direct services and manage homeless grants must receive training and demonstrate competency, as documented through the CSBG Organization Standards #5.8 (Board) and #7.9(Staff).
- 26) Homeless Coordinated Entry Process. Grantee is required to actively participate in and promote the Continuum of Care (CoC) coordinated entry process for their service area.
- 27) Persons With Lived Experience Feedback. Grantee must develop a systematic approach for collecting, analyzing and reporting client satisfaction data. A person with lived experience feedback system must document the steps County and Grantee will use to review feedback and will include how the persons with lived experience feedback is used or not used. Feedback may be through surveys, participation on advisory boards and other formats and may be received by the County or Grantee in person, on paper, by posting through a website or by email or other electronic means.
- 28) Client Service or Housing Plan (ORS 458.528). Development of a client service or housing plan is required for those clients receiving more than one-time only services. Plans are required to be client driven, using input and goal setting by the client. Warming shelters are excluded from this requirement. Existing and active service/housing plans with other providers may be used and amended for state-funded services.
- 29) Grievance and Appeals Process. Grantee are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:
 - Informs the participant/applicant of the policy and policy must be posted in general locations in which a client/applicant is expected to be;
 - Informs the participant/applicant that they may contest any Grantee's decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits and identifies the steps to follow to contest the decision;
 - Allows any aggrieved person a minimum of thirty days to request an administrative review;
 - Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
 - Informs OHCS of the request for administrative review within 10 days of receiving the request; and

- Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination. Any person or persons designated by County and Grantee can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

Grantee must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process. OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

- 30) Nondiscrimination. Grantee is required to comply with all state and federal statutes relating to nondiscrimination. Grantee may not take any of the following actions based on race, color, national origin, religion, gender, familial status or disability (federal) or marital status, sexual orientation, gender identity or source of income (state):

- Refuse to accept an application for housing assistance or services
- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Using a target population in screening is allowed; however, refusal to accept application or provide information on services or available housing to any protected class, even if these groups do not fit into your targeting strategy, is prohibited. Screening criteria cannot be discriminatory and must be consistently applied. For example, a provider might decide to give priority to clients who graduate from a tenant readiness education program that is inclusive of all protected classes. If two applications come in at the same time and both meet the screening criteria, the applicant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers should always accept the first applicant meeting their criteria or prioritization policy. For more information, see the Guide to Fair Housing for Nonprofit Housing and Shelter Providers produced by the Fair Housing Council of Oregon, or contact them directly at www.fhco.org.

- 31) Limited English Proficiency. The Federal government has issued a series of policy documents, guides and regulations describing how Grantee should address the needs of citizens who have limited English proficiency (LEP). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language. Grantee must have a LEP policy document that describes the actions Grantee took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed. Links to more information about Limited English Proficiency requirements are provided in the appendices “Applicable Rules and Regulations”. Grantee should create a written Language Access Plan (LAP) to provide a framework to document how the Grantee’s programs will be accessible to all populations in their service area. Grantee who serves few persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release Grantee’s obligation to ensure LEP persons have access to programs or activities.

- 32) Conflict of Interest. Grantee must keep records to show compliance with program conflict of interest requirements.

(1) Organizational. The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by County, Grantee or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If Grantee wishes to apply for a waiver, they should contact County and the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS. A Grantee may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where the County or Grantee has ownership interest for the expediency of housing placement services and to create seamless service delivery while keeping the client engaged in services. A waiver of the conflict of interest policy for this purpose is not required for EHA/SHAP. County and Grantee cannot steer potential renters to units owned or operated by the County or Grantee, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within the County or Grantee's jurisdiction or they may choose to rent a unit owned or operated by the County or Grantee. A waiver request is not required for this situation; however, County and Grantee must comply with this provision of the conflict of interest policy.

Monitoring of Grantee

- A) OHCS & County Authorized to Monitor Grantee. OHCS may monitor the activities and records of Grantee as it deems necessary or appropriate, among other things, to ensure Grantee complies with the terms of this Agreement, including Program Requirements, and that grant funds are used properly and only for authorized purposes hereunder. OHCS also may monitor the activities and records of Grantee to ensure that performance goals are achieved as specified in this Agreement, and that performance is to the satisfaction of OHCS. Monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all Grantee files, records and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Grantee fiscal and program reports, and requiring appropriate reimbursement request documentation as well as such other information and clarification as it deems appropriate, prior to providing a reimbursement request approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Grantee and their officers, employees, agents, Grantees and other staff. OHCS may utilize third parties in its monitoring and enforcement activities, including monitoring by peer agencies. OHCS monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by OHCS and may be effected through Grantees, agents or other authorized representatives. Grantee consents to such monitoring and enforcement by OHCS and agrees to cooperate fully with same. OHCS reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties including, but not limited to the Oregon Secretary of State, the Attorney General, the federal government, and law enforcement agencies.
- B) Grantee Shall Fully Cooperate. Grantee shall fully and timely cooperate with OHCS in the performance of any and all monitoring and enforcement activities. Failure by Grantee to comply with this requirement is sufficient cause for OHCS to require special conditions, take such other

action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the Grantee to perform its obligations under this Agreement.

- C) County Shall Monitor Grantee. County shall perform onsite visits to monitor the activities of Grantee as is reasonable to ensure compliance with (and as necessary under) applicable Program Requirements or as otherwise directed by OHCS, but in no case less than at least once during Biennium 19-21. The activities of any Grantee shall be monitored to ensure, *inter alia*, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific Program Requirements, and that performance goals are achieved as specified. County monitoring will include an evaluation of Grantee's risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of monitoring. Monitoring also must include a review of financial and performance reports, and follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, if any. Grantee may request County's '**Agency Policy and Procedures for Monitoring Subrecipients**'.
- D) OHCS may review (including copying) from time to time any and all Grantee's files, records, and other information of every type arising from or related to performance under this Agreement. Within 60 days after a review, OHCS will endeavor to communicate in writing to the County. OHCS may advise County of any corrective action that it deems appropriate based upon its monitoring activities or otherwise of Grantee. Grantee shall timely satisfy such corrective actions as reasonably required by OHCS.

Confidentiality

- A) Grantee shall protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information, except as necessary for the administration of the Community Services program(s) funded under this Agreement, as authorized in writing by the client or other applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Grantee is required to ensure that all its and their officers, employees and agents are aware of and comply with this confidentiality requirement.
- B) All Grantee provider and project staff members are expected to comply with the most current local, state and federal laws regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or County. Client information (including identifying the person as a client) should not be released without written authorization from the client.
- C) Grantee is required to have a signed Grantee Release of Information (ROI) form for all clients, including for each adult member of the identified household, authorizing the release of information pertinent to determining program eligibility, providing assistance/service, HMIS reporting, and other relevant needs for sharing information. Each adult member must complete and sign their own ROI privately and ROIs cannot be shared with other household members. Unaccompanied youth who are the head of household must also have a signed ROI on file. Release forms must be time-limited and specific as to with whom and what information will be shared. Written ROI's must be obtained from all clients to Grantee and County (Social Services Division). Oregon Housing & Community Services Department (OHCS) is required to be listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews).

- D) Additional ROI's to be obtained from clients:
 - a. ROI for Data Sharing for Clackamas County Coordinated Housing Access (CHA)
- E) Client refusal to sign a ROI must be documented, dated and kept in the client file. Client refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients.
- F) Grantee shall ensure that all officers, employees, and agents are aware of and comply with County and Grantee's confidentiality policies and procedures.
- G) Confidential records includes all applications, records, files, and communications relating to applicants for, and clients of, CVRRP funded services.

Electronic collection of client information requires procedures for ensuring confidentiality including:

- Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
- Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
- Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
- Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required.

Note to Domestic Violence Providers: Grantee must have procedures that ensure the safety and security of program participants who are victims of domestic violence, including maintaining strict confidentiality of records. Additionally, the address and location of EHA and SHAP funded domestic violence shelter facilities must be protected from public disclosure except as authorized by the director of the organization responsible for operations of the shelter. The confidential policy standards maintained by Grantee must comply with all applicable local, state and federal requirements. All records shall be open for review to federal, state, and County's auditors and/or examiners in the course of their regular audits and monitoring functions of EHA and SHAP funded programs.

Case Files

- A. Documentation of client eligibility and services received must be maintained in client case files (paper or electronically) and include a copy of the coordinated entry assessment to confirm participation in coordinated entry. Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to be entered into HMIS unless the use of HMIS is a part of the County's or Grantee's intake/assessment process.
- B. A client services or housing plan is required for those clients receiving more than one time only services and must be in the case file. Existing assessments and active case plans with other providers may be used and included in the client file.
- C. Client eligibility documentation be maintained in the client file. File documentation will be the basis of OHCS monitoring to ensure Grantee is in compliance with program requirements and regulations. OHCS recommends that Grantee use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

Record Retention

- A) Grantee shall prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.
- B) Grantee shall retain all program records pertinent to client services and expenditures incurred under EHA and SHAP in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in Administrative Rule, Operations Manual and Special Schedules, and the OHCS Record Retention Schedule, as may be modified from time to time.

Find the OHCS Special Schedule at the Oregon State Archives:

https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx.

Find the State Agency General Records Retention Schedules at the Oregon State Archives:

https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

- C) Grantee shall retain and keep accessible all such **fiscal and program records**, client records, digital and electronic records, books, documents, papers, plans, and writings for a **minimum of (6) six years**, or such longer period as may be required by applicable law, whichever date is later. Applicable law includes the following final payment and termination of funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to funding.

Additional Requirements:

- A) Organization must provide services to clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, disability (as defined under the Americans with Disabilities Act) or any other protected class as defined in applicable state and federal law. Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
- B) Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this Grant.
- C) Grantee will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- D) Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children or other crimes that are incompatible with this project.

Policies must also be in place to ensure the safety of participants should criminal convictions occur during the term of the project.

- E) Grantee will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- F) Grantee certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - (c) Making it a requirement that each employee to be engaged in the performance of this Grant be given a copy of the statement required by subsection (a) above.
 - (d) Notifying the employee in the statement required by subsection (a) that as a condition of employment on such Grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the Grantee within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
 - (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).
- G) Grantee certifies to the best of its knowledge and belief that neither it nor any of its principals, officers, directors, or employees:
 - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or Grantee;
 - (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) above, of this certification; and

(d) Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

(e) Is included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Asset Control of the United States Department of the Treasury and currently found at:

<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Extension of Lease #1 for the Willamette Building with Willamette Building Partnership

Purpose/Outcomes	Execute lease for the Willamette Building
Dollar Amount and Fiscal Impact	Monthly rent \$7,149.48; total \$85,793.76 annually. Discounted 5% annual rent payment of \$81504.07 for FY 2020/2021
Funding Source	Children, Family, and Community Connections Division general funds, supplemented by federal and state grants, and allocated by labor hours logged in each program.
Duration	Lease term is for July 1, 2020, through June 30, 2021
Previous Board Action	Current lease approved on June 27, 2019, Consent Item B.4
County Counsel Review	Approved with signature on June 27, 2019
Strategic Plan Alignment	<ol style="list-style-type: none">1. Supports growing a vibrant economy.2. Supports providing well-maintained facilities for County services.
Contact Person	Jeff Jorgensen, Director, Facilities Management, 503.734.6248

BACKGROUND:

Clackamas County currently leases all three suites of the Willamette Building at 104, 108, and 112 11th Street, Oregon City, from Willamette Building Partnership, to house the Weatherization & Energy Education and the Workforce programs offices of the Children, Family, and Community Connections Division (CFCC).

The Weatherization & Energy Education program provides free home energy audits, energy conservation education, and residence weatherization services to income-eligible renters and homeowners of Clackamas County. The Workforce program partners provide local self-sufficiency, employment training and career development, and one-on-one support services for veterans. This facility has served these programs well, providing office, training, and storage space with convenient access to public transportation systems for clients, neighboring partners, and at an affordable rate.

The current lease expires on June 30, 2020. CFCC is actively considering how current spaces are working for all their activities, and would like to keep options open with a short-term lease, in order to maintain the facilities for these programs. The Lessor provides the option of a five percent (5%) discount on rent if paid for the year in full by July 1, 2020.

RECOMMENDATION:

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Sincerely,

Elizabeth Comfort,
Director, Finance

EXTENSION OF LEASE #1

This Extension of Lease #1 ("Extension #1) is entered into between Willamette Building Partnership ("Lessor") and Clackamas County ("County") and shall become part of the lease entered into between both parties June 27, 2019 ("Lease").

The purpose of this Extension #1 is to make the following changes to the Lease:

1. Lease term

The lease term is hereby extended for a period of one (1) year, beginning July 1, 2020, and ending at midnight on June 30, 2021.

2. Base Rent

For the extended lease term, beginning July 1, 2020, Lessee agrees to pay rent of seven thousand one hundred forty-nine dollars and forty-eight cents (\$7,149.48) per month.

Lessor and Lessee hereby agree that if Lessee opts to pay rent on an annual basis and the rent is paid on or before July 01, 2020, Lessee is entitled to discount the annual rent by five percent (5%) for an annual total of eighty-one thousand five hundred four dollars and eight cents (\$81,504.07).

Except as expressly amended above, all other terms and conditions of the Lease shall remain in full force and effect. By signature below, the parties agree to this Extension #1 effective upon the date of the last signature below.

LESSEE

CLACKAMAS COUNTY

By: Jim Bernard
Its: Chair

Approved as to form:

Office of County Counsel

Date

LESSOR

WILLAMETTE BUILDING PARTNERSHIP
CHARLES FUHRMAN, PROPERTY MANAGER
c/o MCLAREN'S BOOKKEEPING
6193 81st Ave SE
Salem, OR 97317

Federal ID#

Authorized Signature

Printed Name

Date



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Extension of Lease #1 for the Homestead Building with Homestead Building, LLC
for the Sandy Behavioral Health Center

Purpose/Outcomes	Execute lease for the Homestead Building
Dollar Amount and Fiscal Impact	Monthly rent \$4,200.00; total of \$50,400.00 for FY 2020/2021
Funding Source	Health Centers and Public Health Divisions General Funds
Duration	Lease term is for July 1, 2020, through June 30, 2021
Previous Board Action	Current lease approved on June 27, 2019, Consent Item B.3
County Counsel Review	Approved with signature on June 27, 2019
Strategic Plan Alignment	<ol style="list-style-type: none">1. Supports ensuring safe, healthy, and secure communities.2. Supports providing well-maintained facilities for County services.
Contact Person	Jeff Jorgensen, Director, Facilities Management, 503.734.6248

BACKGROUND:

Clackamas County currently leases the Homestead Building at 38872 Proctor Boulevard, Sandy, from Homestead Building, LLC, to house the Sandy Behavioral Health Center (Center) and the Women, Infants, and Children (WIC) program satellite offices.

The Center provides mental health care coordination, consultation, crisis intervention, evaluation, treatments, skills training, as well as group therapy and peer support services. WIC provides health care, nutrition education, and nutritious food funds for pregnant, postpartum, and breastfeeding women, as well as children ages five and younger. This location also provides an outreach site for the Assistance for Oregon Healthcare program to serve Clackamas County communities along the U. S. Route 26 corridor.

The original lease for this building was approved on December 12, 1991, with Board Order 91-1160; and the current lease expires on June 30, 2020. The Health Centers Division has approval by the Board to move forward with acquisition and renovation of a new facility in Sandy, and is requesting this extension of lease for one year to maintain existing operations. H3S Administration is working with the Public Health Division to either relocate WIC and/or embed WIC staff with Health Centers at the new location, and operations will move to the new facility once the construction is completed.

RECOMMENDATION:

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Sincerely,

Elizabeth Comfort,
Director, Finance

EXTENSION OF LEASE #1

This Extension of Lease #1 ("Extension #1") is entered into between Homestead Building LLC ("Lessor") and Clackamas County ("Lessee") and shall become part of the Lease entered into between both parties on or about June 27, 2019 ("Lease").

The Purpose of this Extension #1 is to make the following changes to the Lease:

1. LEASE TERM:

The lease term of the Lease is hereby extended for a period of one (1) year, beginning July 1, 2020, and ending at midnight on June 30, 2021.

2. BASE RENT:

For the extended lease term, beginning July 1, 2020, Lessee agrees to pay rent of four-thousand two-hundred dollars (\$4,200.00) per month.

Except as expressly amended above, all other terms and conditions of the Lease shall remain in full force and effect. By signature below, the parties agree to this Extension #1, effective upon the date of the last signature below.

LESSEE

CLACKAMAS COUNTY

By: Jim Bernard

Its: Chair

Approved as to form:

Office of County Counsel

Date

LESSOR

HOMESTEAD BUILDING LLC
c/o DIANE EVANS, MANAGER
PO BOX 1172
BORING, OR 97009

82-5122616

Federal ID#

Authorized Signature

Printed Name

Date

DRAFT

Approval of Previous Business Meeting Minutes:

April 9, 2020

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, April 9, 2020 – 10:00 AM

Virtual Meeting via Zoom

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing ClackCoNews@clackamas.us.
- Be sure to include your name and area when you email.

*****COVID-19 Update**

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

Nancy Bush gave a brief update regarding COVID-19.

~Board Discussion~

Steven Madkour:

1. Approval of Addendum No. 2 to Resolution No. 2020-14 Emergency Declaration.

Chair Bernard asked for discussion.

~Board Discussion~

MOTION:

Commissioner Savas: I move we approve Addendum No. 2 to Resolution No. 2020-14, Declaring a Local State of Emergency and Declaring Emergency Measures.

Commissioner Fischer: Second.

the Clerk called the Poll

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

I. PUBLIC HEARING

1. Public Hearing on the Proposed Community Development 2020 Action Plan

Mark Sirois, Community Development presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked Dylan Blaylock to moderate this portion.

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

1. Siobhan Taylor, West Linn - Willamette Falls Heritage Council spoke in support.
2. Trell Anderson, NW Housing Alternative spoke in support.

3. Michelle Millenbach, lives near Bilquest Elementary School – want to know about the scope of local government and concerns about 5G technology near the schools. Chair Bernard closed the public hearing and announce this item will come back for Board action at the April 30, 2020 regular scheduled Business Mtg.

II. CONSENT AGENDA

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

MOTION:

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

A. Health, Housing & Human Services

1. Approval for Agreement No. 9683 to a Provider Participation Agreement with CareOregon for Behavioral Healthcare Services - *Health Centers*
2. Approval for Agreement #9528 to a Personal Services Agreement with Northwest Family Services (NWFS) for Patient Referrals for Behavioral Healthcare Services. – *Health Centers*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement to Provide Planning Services to the City of Gladstone
2. Approval of an Oregon Public Works Emergency Response Cooperative Assistance Agreement

C. Elected Officials

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

D. Business & Community Services

1. Approval of Modification No. 7 of Grant Agreement 13-SA-11060600-013 between Clackamas County and USDA Forest Service – Mt. Hood National Forest for the Dump Stoppers Program
2. Approval of Research Services Agreement No. 28778 between Clackamas County and University of Oregon

III. CITIZEN COMMUNICATION - Moderated by Dylan Blaylock, PGA

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

1. Kim Beeler, Lake Oswego – email – small business needs assistance during this crisis.
2. Christen Campbell, Lake Oswego – email – where to give donations.

3. David Nuevel, Estacada – email - thanks for the support of Clackamas Women Services.
4. Karen Gill, Oak Grove – can you closed boat ramp in Oak Grove.

~Board Discussion~

IV. COUNTY ADMINISTRATOR UPDATE

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

V. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED 11:40 AM

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



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the
Clackamas County Sheriff's Office and the City of Gladstone, Oregon to
Participate in an Interagency Special Weapons and Tactics (SWAT) Team

Purpose/Outcome	This Agreement (IGA) expands the existing CCSO SWAT team to an Interagency <i>team</i> .
Dollar Amount and Fiscal Impact	\$0.
Funding Source	None.
Duration	This Agreement is perpetual.
Previous Board Action/Review	None.
Strategic Plan Alignment	Furtheres the County's focus on keeping our residents safe, healthy and secure
Counsel Review	This agreement has been reviewed and approved by County Counsel.
Contact Person	Nancy Artmann, Sheriff's Office Finance Manager (503) 785-5012

BACKGROUND: SWAT teams provide a systematic approach to saving lives and apprehending dangerous offenders in situations requiring a higher degree of training, planning and logistical support than that available to the individual deputy or police officer. Training and deployments of SWAT teams takes a great deal of time and can deplete staffing resources that are available for daily operations. Prior to development of an Interagency SWAT team, the Sheriff's Office team operated at the minimum staffing level set by national standards.

The CCSO SWAT team has traditionally provided services to incorporated cities within Clackamas County without any request for reimbursement of expenses. By forming an interagency agreement, we create an opportunity to add additional manpower to the SWAT team while sharing the expenses incurred during training and activations. This IGA creates a unique opportunity for partnering with law enforcement agencies in our County. This partnership benefits the cities by virtue of presenting opportunities for their employees that may not otherwise be available. The County benefits through expansion of the existing SWAT team and opening a better line of communication for planning tactical situations.

There is no financial impact to CCSO through the partnership formed in this agreement. This IGA commences upon signing and is perpetual. The agreement may be terminated by any party with 30 days written notice. County Counsel has approved this Intergovernmental agreement.

RECOMMENDATION: It is recommended that the Board of County Commissioners approve this IGA between the Clackamas County Sheriff's Office and the City of Gladstone to further enhance the existing multi-agency partnership.

Respectfully submitted,

Craig Roberts, Sheriff

"Working Together to Make a Difference"

INTERGOVERNMENTAL AGREEMENT

PARTICIPATION ON CLACKAMAS COUNTY SHERIFF'S SPECIAL WEAPONS AND TACTICS TEAM

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010, et seq., and ORS 206.345 by the following entities: Clackamas County by and through the Clackamas County Sheriff (Sheriff), and the City of Gladstone, by and through their Police Department (Participating Agency).

RECITALS

WHEREAS, the purpose of this agreement is to enhance the coordination of personnel and resources among Clackamas County law enforcement agencies and the Sheriff to provide for a safe and efficient response to special, high-risk situations involving the need for special weaponry and tactical training;

WHEREAS, the Participating Agency understands that the Sheriff's SWAT Team responds to situations involving an extraordinary degree of danger that is beyond the scope of regular law enforcement operations, and the Participating Agency desires to participate in SWAT Team activities and assume the risks and liabilities inherent therein;

NOW THEREFORE, the parties agree as follows:

Section 1. RESPONSIBILITIES OF PARTICIPATING AGENCY

1.1 QUALIFICATION AND OBLIGATIONS:

- 1.1.1 Participating agency SWAT Team members shall be selected at the sole discretion of the Sheriff on recommendation from the participating agency. Minimum qualifications will include successful completion of a physical fitness test, firearms qualification and an oral interview with the Sheriff or designee. There is no guarantee that law enforcement personnel who meet the minimum qualifications will be selected. Final determination of a member's selection or termination shall be at the discretion of the Sheriff in consultation with SWAT Team Commander.
- 1.1.2 Participating Agency personnel under this Agreement shall remain employees of their agency, but shall be under the direction and control of the Sheriff while performing SWAT Team operations and training.

- 1.1.3 Length of SWAT team assignment and number of hours/days shall be determined by the Participating Agency in consultation with the SWAT Team Commander.
- 1.1.4 The Participating Agency shall pay all wages and benefits due any of its personnel during service on the SWAT Team, including overtime pay, worker's compensation benefits, and death benefits as if those personnel were on duty working directly for the Participating Agency.
- 1.1.5 The Participating Agency shall be solely responsible for the injuries or death of its personnel participating in SWAT Team operations and training.
- 1.1.6 The Participating Agency shall supply and pay for all equipment items deemed necessary by the Sheriff's SWAT team commander, not limited to ballistic vests, weapons, helmets, uniforms, ammunition and vehicles; pay for the repair or replacement of its own property; and the ordinary wear and tear and routine maintenance of its own equipment.
- 1.1.7 The Participating Agency waives the right to sue Clackamas County and the Sheriff for the injuries or death of its personnel participating in SWAT Team operations and training unless the injuries or death were caused wholly or partially by the gross negligence of Clackamas County, the Sheriff or its officers, employees or volunteers.

1.2 INDEMNIFICATION AND INSURANCE

The Participating Agency and the Sheriff acknowledge that in the event of a tort claim or civil action arising out of an alleged act or omission relating to SWAT team activities the individual SWAT Team participants would be entitled to defense and indemnity under the provisions of the Oregon Tort Claims. The parties further acknowledge that it is in their mutual best interest to provide for the handling of such claims if and when they arise. As such the parties agree as follows:

1.2.1 The Participating Agency shall be responsible for its own defense and indemnity as well as the defense and indemnity of its officers, employees and agents. Clackamas County shall be responsible for its own defense and indemnity as well as the defense and indemnity of its officers, employees and agents. For the purposes of this provision the parties agree that neither they nor their officers or employees are agents of any of the other parties.

1.2.2 If the Participating Agency or the Sheriff receives notice of a claim or suit relating to SWAT team activities they shall promptly notify the other parties.

1.2.3 The Participating Agency and the Sheriff agree to fully cooperate with the other in the adjustment or litigation of all such claims or suits relating to SWAT team activities.

1.2.4 In the event of a civil action arising out of SWAT team activities, the Participating Agency and the Sheriff agree not to litigate in that action the relative fault of the other but, instead, to delay resolution of that issue until such time as the civil action has been concluded. If following the conclusion of the civil action the Participating Agency or the Sheriff believes that they are required to pay more than their proportionate share of any liability imposed in that action, then they shall notify the other in a writing mailed no later than 60 days following the conclusion of the civil action. Thereafter they shall meet and confer in an attempt to resolve the matter. If a resolution of the matter is not reached within 90 days of the date the notice was mailed, the Participating Agency or the Sheriff may make a written demand for arbitration of the dispute. The parties shall have 30 days following the mailing of the demand to agree upon an arbitrator. If agreement on an arbitrator is not reached either the Participating Agency or the Sheriff may petition the Clackamas County Circuit Court for the appointment of an arbitrator. The arbitration shall be conducted in the same manner as court annexed arbitration under ORS 36.400 to 36.425 except the written notice of dispute shall serve as the summons and complaint, no answer shall be required and the decision of the arbitrator shall be binding. The requirements of this subsection may be waived so long as such waiver is in a writing signed by a duly authorized representative of each party.

1.2.5 Each party shall obtain insurance coverage for themselves and their officers, employees and agents. Such insurance shall have liability limits no less than the applicable limits of liability provided for under the Oregon Tort Claims Act. A party may use self-insurance to meet this requirement in whole or in part so long as that party maintains an actuarially sound self-insurance fund for that purpose.

1.2.6 Nothing in this section shall be construed as waiving or limiting the right of the Participating Agency or the Sheriff to refuse defense or indemnity under the provisions of ORS 30.285-30.287.

Section 2. DURATION, WITHDRAWAL AND TERMINATION

- 2.1 This Agreement is perpetual unless terminated by any party with thirty days written notice to the other or sooner by mutual agreement.
- 2.2 Participating Agency SWAT Team members serve at the will of the Sheriff and may be removed without cause at any time.

- 2.3 A Participating Agency SWAT team member may be removed from the SWAT team by the Participating Agency at any time without prior notice.

Section 3. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or 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.

Section 4. EFFECTIVE DATE

This Agreement shall commence on the date of execution and authorization as to that party.

Section 5. INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

Section 6. AMENDMENT

The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing and shall refer specifically to this Agreement and shall be effective as to each party upon execution and authorization by that party.

Section 7. AUTHORITY

Each party has the full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

Section 8. ANNUAL MEETING

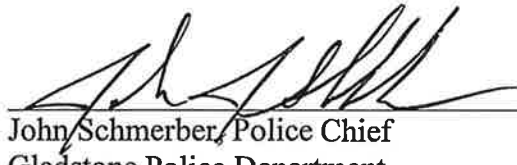
The Sheriff, or his designee and a representative from each Participating Agency shall meet at least once annually to review the application of this agreement and the performance of SWAT team members from Participating Agencies.

Signature page follows:

By their signatures below, the parties to this agreement consent to the terms, conditions, and content expressed herein and have executed this agreement by their authorized representatives:



Craig Roberts, Sheriff
Clackamas County Sheriff's Office
Date:



John Schmerber, Police Chief
Gladstone Police Department
Date: 5-14-2020

Approval of an Intergovernmental Agreement

Participation on Clackamas County Sheriff's
Special Weapons and Tactics Team

DATED this ___ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



CRAIG ROBERTS, Sheriff

Clackamas County Sheriff's Office

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to Approve Amendment Number 3 to the
Agreement with the Oregon State Marine Board

Purpose/Outcome	The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes and six major rivers. This Operating Plan reimburses the Sheriff's Office for expenses as outlined in the Plan.
Dollar Amount and Fiscal Impact	The total Fiscal Year 2020 Operating Plan includes \$453,324.93 in support from the Marine Board, as well as, an estimated \$389,041.60 from CCSO.
Funding Source	The Oregon State Marine Board is the source of funds for the Operating Plan and this amendment.
Duration	Effective July 1, 2019 through June 30, 2020
Strategic Plan Alignment	The Plan, and subsequent amendments, provides funding for patrol services on all Clackamas County waters; to include investigation of boating law violations and boating accidents, examination of boats and other services. Thus, helping to ensure safe, healthy and secure communities.
Previous Board Action/Review	Approval of multiple, prior fiscal year requests. Last 4/30/20, however, amount was incorrect.
Counsel Review	Andrew Naylor via email 4/21/2020
Contact Person	Nate Thompson – Office (503) 572-7118
Contract No.	IGA No. 19-20 CLACKAMAS-001 & -002

BACKGROUND:

Funds from the Marine Board operating plan, in general, pay for staff costs, boat fuel, training, insurance, boat maintenance and other administrative costs. The \$16,516 addition of funds will pay for a replacement engine, and associated labor costs, for an existing Marine Patrol boats.

RECOMMENDATION:

Staff recommends the Board approve this Amendment which combines previous Amendments Number 1 and Number 2, increasing Clackamas County's Operating Plan by \$16,516. However, the total amount of contract was incorrect, amount should be \$445,324.93.

Respectfully submitted,

Craig Roberts
Sheriff

"Working Together to Make a Difference"

**INTERGOVERNMENTAL AGREEMENT
AMENDMENT NO. 3
IGA NO. 19-20 CLACKAMAS-003
OREGON STATE MARINE BOARD AND CLACKAMAS COUNTY**

This Amendment hereby modifies the Law Enforcement Intergovernmental Agreement, entered into by and between the State of Oregon, acting by and through its State Marine Board, hereinafter called "OSMB," and Clackamas County, hereinafter called the "County." The referenced agreement is the 2019-2020 Law Enforcement Intergovernmental Agreement with the County of Clackamas for marine law enforcement activities.

The Agreement entered into on July 1, 2019, shall be amended as follows:

SECTION 7. COMPENSATION AND PAYMENT TERMS

7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed **\$445,324.93** for the agreement term **for the costs described in the Action Plan and Amendment Nos. 1 and 2, and an additional \$16,516 for the purchase of a new engine, rigging, parts and supplies for the repower of the 2007 North River boat OR 384 XCX.** Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment

This Amendment forms a part of the Agreement. Except as specifically modified above, all other terms and conditions of the original Agreement are still in full force and effect.

In witness to the above, the following duly authorized representatives of the parties referenced above have executed this amendment.

OSMB

COUNTY

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____



CRAIG ROBERTS, Sheriff

Clackamas County Sheriff's Office

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement Amendment No. 1 between Tri-County Metropolitan Transportation District of Oregon (Tri-Met), the City of Portland and Clackamas County on the Behalf of the Clackamas County Sheriff's Office for Transit Police Services

Purpose/Outcome	Approval of the Amendment will allow for an extension of services in order for negotiation of a new Intergovernmental agreement to be completed for Tri-Met Police Services to be provided by the Clackamas County Sheriff's Office (CCSO)
Dollar Amount and Fiscal Impact	CCSO will invoice Tri-Met for the complete cost of providing the police services
Funding Source	Tri-Met is the source of the funds
Duration	Award period is extended to December 31, 2020
Previous Board Action/Review	The County Board of Commissioners has previously approved this IGA for Tri-Met Police Services
Strategic Plan Alignment	Furtheres the County's focus to keeping our residents safe, healthy and secure
Counsel Review	Andrew Naylor, via email 6/9/2020
Contact Person	Nancy Artmann, CCSO Finance Manager 503.785.5012
Contract No.	Agreement No. GS150813LG

BACKGROUND:

Amendment will give continuance of transit police services under Contract GS150813LG through December 31, 2020 for the purpose of negotiating a new Intergovernmental agreement for Police Services.

RECOMMENDATION: The Clackamas County Sheriff's Office respectfully requests that the Board of County Commissioners approves this amendment between Clackamas County by and through its Sheriff's Office, Tri-County Metropolitan Transportation District of Oregon and the City of Portland.

Respectfully submitted,

Craig Roberts
Sheriff

"Working Together to Make a Difference"

AMENDMENT NUMBER 1
INTERGOVERNMENTAL AGREEMENT AMONG THE TRI-COUNTY
METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, THE CITY OF
PORTLAND, AND THE CLACKAMAS COUNTY SHERIFF'S OFFICE FOR TRANSIT
POLICE SERVICES
Agreement No. GC150813LG

This Amendment No. 1 to the Intergovernmental Agreement (Agreement) between the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland (Portland), and the Clackamas County Sheriff's Office for Transit Police Services is entered into effective the date when fully executed by both parties and amends the Agreement as set forth below.

1. Term: The Parties extend the final term of this Agreement for a period of time up to December 31, 2020 for the purpose of negotiating a new service agreement. The Agreement will end at the earlier of December 31, 2020, or when all transit police primary and subsidiary Agreements are executed for all participating jurisdictions.

NO OTHER CHANGES

The individuals signing below represent and warrant that they have authority to bind the party for which they sign. This Amendment may be signed electronically in two or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument.

**CLACKAMAS COUNTY
SHERIFF'S OFFICE**

TRIMET

CITY OF PORTLAND

Signature

Marla Blagg
TriMet Exec. Dir. Safety and
Security

Jami Resch
Chief of Police

Printed Name

Date

Date

Title

Date

SIGNATURE PAGE CONTINUED

Approved as to form:

Attorney for Clackamas
County Sheriff's Office

TriMet General Counsel

City Attorney

Date

Date

Date

**INTERGOVERNMENTAL AGREEMENT
AMONG THE TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON, THE CITY OF PORTLAND AND CLACKAMAS COUNTY
FOR TRANSIT POLICE SERVICES
Contract No. GS150813LG**

This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon (“TriMet”), the City of Portland (Portland) and Clackamas County, pursuant to authority granted in ORS Chapter 190.

RECITAL

TriMet, Portland and Clackamas County (“the parties”) desire to enter into an Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

AGREEMENT

The parties agree as follows:

1. **TERM:** The initial term of this Agreement shall be from September 29, 2015 through June 30, 2016. Thereafter, this Agreement will automatically renew for four successive one-year terms (July 1 through June 30) commencing on July 1, 2016, unless terminated sooner under the terms of this Agreement.
2. **RESPONSIBILITIES OF PARTIES:** See attached Exhibits A and Exhibits 1 through 4.
3. **TERMINATION:**
 - a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
 - b. If TriMet is unable to appropriate sufficient funds to pay Clackamas County for their services under this Agreement, TriMet must notify Clackamas County and Portland and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
 - c. In addition to the rights afforded under subparagraphs (a) and (b) above, this Agreement may be terminated by a party as a result of a material breach of an obligation by another party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the other parties with thirty (30) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach (“Cure Period”). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default and pursue any available legal or equitable remedies.
 - d. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.

4. INDEMNIFICATION:

Portland and Clackamas County will be responsible for the work of the officers assigned to the TriMet Transit Police Division.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Clackamas County shall indemnify, defend and hold harmless TriMet and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of Clackamas County, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TriMet shall indemnify, defend, and hold harmless Clackamas County and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of TriMet, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend, and hold harmless Clackamas County and TriMet from and against all liability, loss, and costs arising out of or resulting from the acts of Portland, its officers, employees, and agents in the performance of this Agreement.

5. INSURANCE: Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.
6. ADHERENCE TO LAW: Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. ACCESS TO RECORDS: Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
8. SUBCONTRACTOR AND ASSIGNMENT: No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.
9. ATTORNEY FEES: In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.
10. SEVERABILITY: The parties agree that, if any term of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
11. FEDERAL FUNDING: This Agreement is funded in part by a U.S. Department of Homeland Security Grant Agreement between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit A.


12. ENTIRE AGREEMENT: This Agreement as set forth herein incorporates by reference all of the terms and conditions of Exhibit A and the Exhibits 1 through 4 which are attached hereto and made a part of this Agreement and constitutes the entire agreement among the parties. This Agreement may be modified or amended only by the written agreement of the parties.
13. NOTICES: The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

CLACKAMAS COUNTY
 2051 Kaen Road
 Oregon City, OR 97045

CITY OF PORTLAND
 1221 SW 4TH Ave.
 Portland, OR 97204

**TRI-COUNTY METROPOLITAN
 TRANSPORTATION DISTRICT OF
 OREGON (TRIMET)**
 4012 SE 17th Ave.
 Portland, OR 97202


 John Ludlow
 Chair
 Clackamas County Commissioners

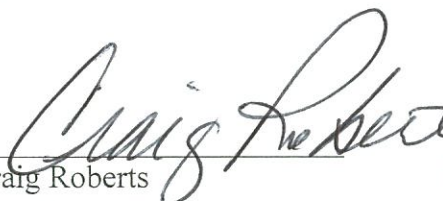

 Charlie Hales
 Mayor



 Harry Saporta
 Executive Director, Safety, Security &
 Environmental Services

10-15-15 C.2.
 date

1/20/2016
 date


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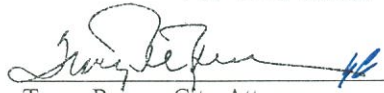

 Craig Roberts
 Sheriff
10-1-15
 date



 Mary Hull Caballero
 Auditor
1/28/16
 date

Approved as to form:

APPROVED AS TO FORM


 Legal Counsel
9.29.15
 date


 Tracy Reeve, City Attorney
 CITY ATTORNEY
10/11/16
 date


 TriMet Legal Counsel
2/8/16
 date



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 34057 between Clackamas County Behalf of the Clackamas County Sheriff's Office and State of Oregon, acting by and through its Department of Transportation.

Purpose/Outcome	Approval of the Amendment to retain services of CCSO to enforce motor carrier safety regulations
Dollar Amount and Fiscal Impact	The State shall reimburse certified officers a maximum \$113.75 per qualified safety stop (QSS) NTE \$25,000.
Funding Source	The Oregon Dept. of Transportation is the source of the funds
Duration	Award period is July 1, 2020 – June 30, 2021
Previous Board Action/Review	The County Board of Commissioners has previously approved participation of the CCSO in the MCSAP program
Strategic Plan Alignment	Furthers the County's focus to keeping our residents safe, healthy and secure
Counsel Review	Andrew Naylor, via email 6/9/2020
Contact Person	Nancy Artmann, CCSO Finance Manager 503.785.5012
Contract No.	Agreement No. 34057

BACKGROUND:

The purpose of the Oregon Motor Carrier Safety Actions Plan (MCSAP) is to enhance highway safety through the uniform commercial motor vehicle inspections conducted statewide. The goal of the MCSAP is to reduce accidents involving commercial motor vehicles and to reduce injuries and fatalities caused by such vehicles.

RECOMMENDATION: Sheriff's Office respectfully requests that the Board of County Commissioners approves this amendment between Clackamas County by and through its Sheriff's Office and the Oregon Department of Transportation for the Enforcement of the FY2020-21 Oregon Motor Carrier Safety Action Plan.

Respectfully submitted,

Craig Roberts
Sheriff

**INTERGOVERNMENTAL AGREEMENT
Oregon Motor Carrier Safety Action Plan
(MCSAP)**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and Clackamas County acting by and through the Clackamas County Sheriff's Office ("CCSO"), hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Pursuant to ORS 825.248, the Oregon Department of Transportation (ODOT) is required to develop an annual commercial motor vehicle safety plan, referred to as the Oregon Motor Carrier Safety Action Plan (MCSAP). The goal of the MCSAP is to reduce accidents involving commercial motor vehicles (CMV) and to reduce injuries and fatalities resulting from accidents involving CMVs. On-road vehicle inspections focusing on conditions that would require the CMV or CMV operator to be taken out of service can reduce truck-at-fault crashes on Oregon highways. Because the on-road vehicle inspections would be precipitated by a valid traffic stop of the CMV, the on-road vehicle inspections may also curb unsafe driving actions of CMV operators that would be subject to a traffic citation or written warning.
3. By the authority granted in ORS 825.250(2), the Oregon Department of Transportation (ODOT) may enter into agreements with Agency or a city to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials when the inspections are performed by employees of the Agency or agency who have been trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560.
4. Agency employs individuals who are trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560. Agency wishes to have said employees perform inspections of commercial vehicles, drivers, general cargo or hazardous materials on behalf of, and at the request of, State.
5. State wishes to enter into an agreement with Agency to facilitate increased inspection of commercial vehicles, drivers, general cargo or hazardous materials, using employees of the Agency who have been trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560 in order to enhance highway safety through uniform commercial motor vehicle inspections conducted statewide.

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

DEFINITIONS

1. "Authorized Representative" as defined in ORS 825.250(2), means a city, agency or state employee who has been trained and certified by Oregon Department of Transportation (ODOT), as a commercial vehicle inspector, as defined in Oregon Administrative Rules (OAR) 740-100-0015, and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.
2. "Commercial Motor Vehicle (CMV)" means any self-propelled or towed motor vehicle used on a highway in commerce to transport passengers or property when the vehicle has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight of 10,001 pounds or more or is designed or used to transport more than 8 passengers, including the driver, for compensation or is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation or is used in transporting as hazardous material as defined by the U.S. Department of Transportation under 49 U.S.C. 5103 and transported in a quantity requiring placarding under regulations found in 49 CFR, subtitle B, chapter I, subchapter C.
3. "Qualifying Safety Stop (QSS)" means a stop of a CMV that result in a truck/driver inspection report and a written traffic citation or written warning for unlawful/unsafe driving behavior.
4. "Highway" means every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this state, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

For the purpose of enforcing traffic offenses contained in the Oregon Vehicle Code, except for ORS 810.230, "highway" includes premises open to the public that are owned by a homeowners association and whose boundaries are contained within a service district established on or before July 1, 2002, under ORS 451.410 to 451.610. [1983 c.338 §51; 2007 c.561 §1]

TERMS OF AGREEMENT

1. Under such authority, State wishes to retain the services of Agency to enforce motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit A" attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$113.75 per QSS. The cumulative maximum not to exceed amount for all payments to Agency is \$25,000.00 in state funds, which may be increased by a fully executed amendment.

2. The term of this Agreement shall begin on July 1, 2020 or on the date all required signatures are obtained, whichever is later, and will terminate on June 30, 2021 or upon completion of the project and final payment, unless extended by a fully executed amendment.

Agency OBLIGATIONS

1. Agency, through its Authorized Representative, shall initiate safety inspections only within the course of conducting a valid traffic stop. The safety inspection shall comply with the North American Standard Inspection Procedures, which are incorporated by reference and made part of this Agreement.
2. Agency shall conduct roadside inspections in a manner that provides a continuous enforcement presence in identified locations on highways throughout the term of the agreement.
3. When performing inspections as described herein, said inspections shall be documented electronically using the system(s) provided by ODOT or on paper forms provided by ODOT. All appropriate measures to protect personal protected information (PPI), shall be taken by Agency prior to submittal. PPI is defined as information that can be used to distinguish or trace an individual's identity or, when combined with other personal or identifying information, is linked or linkable to a specific individual.
4. Agency Authorized Representative shall conduct roadside inspections at locations on state highways that are adequate to protect the safety of driver and enforcement personnel.
5. Agency shall provide copies of any truck/driver inspections and CMV operator traffic citations or written warnings issued during a QSS within agreed locations. Agency shall ensure citations and written warnings reflect unlawful/unsafe driving behavior.
6. Agency agrees that their Authorized Representative will implement inspection procedures in accordance with minimum standards contained herein.
7. Agency agrees to enforce the North American Uniform Inspection Out-of-Service Criteria as adopted into Oregon law by State under:
 - a. OAR 740-100-0090, Part I- Driver.
 - b. OAR 740-100-0070, Part II - Vehicle.
 - c. OAR 740-100-0080, Part III - Hazardous Materials.
8. Agency agrees citations and written warnings shall include at a minimum the following:

- a. Date of QSS
 - b. Location of QSS (Hwy, Direction, and Milepost Marker)
 - c. Vehicle License Number
 - d. Motor Carrier Name
 - e. Motor Carrier US DOT Number
 - f. Driver Name and Driver License Number
 - g. Reason for QSS
 - h. Violation(s)
 - i. Out of Service defects (if applicable)
9. Agency shall submit monthly, an Invoice Cover Sheet see Exhibit B, attached hereto and by this reference made a part hereof, that identifies the number of QSS inspections along with corresponding citations and written warnings. Submission of all inspections, citations and written warnings for the previous month shall be submitted, to State's Project Manager for review and approval, no later than the 20th of each month. Under no conditions shall State's obligations exceed the amount listed under Terms of Agreement, Paragraph 1. Travel expenses will not be reimbursed.
10. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
11. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
12. Agency shall not enter into any subcontracts for any of the work schedules under this agreement without obtaining prior written approval from State.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than

\$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

14. Agency certifies and represents that the individual(s) signing this Agreement has/have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
15. Agency's Project Manager for this Project is Sergeant Sean Collinson, 2223 Kaen Rd., Oregon City, OR 97045, 971-563-9529, seacol@co.clackamas.or.us or assigned designee upon individual's absence. Agency's billing address is: 2223 Kaen Rd., Oregon City, OR 97045. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of eligible inspections, citations or written warnings a maximum amount of \$113.75 per QSS. Total amount will not exceed a maximum amount of \$25,000.00. Travel expenses will not be reimbursed.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Project is Howard 'Russ' Russell, 3930 Fairview Industrial Dr. SE, Salem, OR, Howard.H.RUSSELL@odot.state.or.us, (503) 373-1979 or assigned designee, upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency/, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency/ fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Signature Page to Follow

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

Clackamas County, by and through its Sheriff's Office

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL FORM (if required)

By _____
Counsel

Date _____

Agency Contact:

Sergeant Sean Collinson
2223 Kaen Rd.
Oregon City, OR 97045
971-563-9529
seancol@co.clackamas.or.us

STATE Contact:

Howard "Russ" Russell
Safety Enforcement Manager
3930 Fairview Industrial Ave NE
(503) 373-1979
Howard.H.RUSSELL@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Amy Ramsdell, Motor Carrier
Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Howard "Russ" Russell, Safety
Enforcement Manager

Date _____

EXHIBIT A
Agency PATROL Locations

The Portland Police Bureau and the Department of Transportation agree that only inspections conducted on I-205 and I-5 within the official limits of the Agency will qualify for CMV QSS.

Inspections conducted at other locations may qualify for CMV QSSs, if prior approval from ODOT is received.

EXHIBIT B
Invoice Cover Sheet

Agreement # 34057 Oregon Motor Carrier Safety Action Plan

Agency Name:	Clackamas County Sheriff's Office
Address:	2223 Kaen Rd.
City:	Oregon City
State/Zip:	OR, 97045
Contact Name:	Sergeant Sean Collinson
Telephone Number:	971-563-9529

Month Stops were made: _____

Number of CMV QSS that qualified for payment:	Rate	Amount
	\$113.75	



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 17, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into the Annual Operating and Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest

Purpose/Outcome	The Sheriff's Office will provide patrol services in the Mt. Hood National Forest during the summer months of May through September or at other times as funding permits.
Dollar Amount and Fiscal Impact	The total calendar year 2020 operating plan is \$60,831.55. Law enforcement activities will be billed by the hour.
Funding Source	The USDA, Forest Service is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	The funds will provide patrol services in the Mt. Hood National Forest for general patrol. The assigned Deputies would also be available for other support and assistance as requested by the U.S. Forest Service.
Duration	Effective upon signature and terminates on December 31, 2020.
Previous Board Action/Review	Agreement has been approved annually since FY 2013.
Counsel Review	Andrew Naylor, via email May 20, 2020
Contact Person	Nancy Artmann, Sheriff's Finance Manager – Office (503) 785-5012
Contract No.	FS Agreement No. 18-LE-11060600-007

BACKGROUND:

The Sheriff's Office provides patrol coverage annually to the U.S. Forest Service for patrols on Forest Service land. This coverage is primarily between Memorial Day and Labor Day when the public is more active in the area. Two deputies are assigned including one on National Forest System lands within the Zigzag Ranger District and one within the Clackamas River Ranger District and includes patrols in campgrounds, developed sites and dispersed areas.

This contract reimburses the Sheriff's Office for the cost of the deputies as well as associated support costs including vehicles and supervision. The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this cooperative agreement and authorizes Craig Roberts, Sheriff to sign on behalf of Clackamas County.

Respectfully submitted,

Craig Roberts,
Sheriff

"Working Together to Make a Difference"



FS Agreement No. 18-LE-11060600-007Mod 2
Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between The
CLACKAMAS, COUNTY OF
CLACKAMAS COUNTY SHERIFF’S OFFICE
and the
USDA, FOREST SERVICE
MT. HOOD NATIONAL FOREST**

2020 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Clackamas, County of Clackamas County Sheriff’s Office, hereinafter referred to as “Cooperator,” and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #18-LE-11060600-007 executed on date of last signature. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2020 and ending December 31, 2020.

Previous Year Carry-over as of 3/30/2020: \$32,858.55
Current Calendar Year Obligation: \$27,973.00
CY2020 Total Annual Operating Plan: \$60,831.55

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Lt. Brian Jensen 2223 Kaen Road Oregon City, OR 97045 Telephone: 503-785-5071 FAX: 503-785-5027 Email: brianjen@clackamas.us	Nancy Artmann 9101 SE Sunnybrook Blvd Clackamas, OR 97015 Telephone: 503-785-5012 FAX: 503-785-5027 Email: nartmann@co.clackamas.or.us



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Ross Gamboa 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: ross.gamboa@usda.gov	Rachele Avery 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: rachele.avery@usda.gov

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$79.62 per and overtime at the rate of \$97.45 per hour.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 25, 2020, July 4, 2020 and September 7, 2020. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

Each tour of duty should begin between 12:00 PM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.

The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when they begin their tour of duty, in person, by radio or telephone.

During scheduled vacations the cooperator, when possible, provide fill in Deputies for patrol.

The assigned Deputies would be available for other support and assistance as requested by the U.S. Forest Service.



There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more than 5 percent of the Deputy's scheduled time.

1. Patrol on following U.S. Forest Service roads:

One Deputy will be assigned to National Forest System lands within the Zigzag Ranger District. The patrol will begin near Zigzag, Oregon and will include National Forest lands north and south of State Hwy. 26 and east of the Forest boundary to Timothy Lake.

One Deputy will be assigned to National Forest System lands within the Clackamas River Ranger District. The patrol will begin near Estacada, Oregon and will include National Forest lands north and south of Hwy. 224 and east of the Forest boundary, and lands adjacent to U.S. Forest Service Roads 46, 63 and 70.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Zigzag Ranger District:

Burnt Lake and Ramona Falls Trailheads, and all dispersed campsites.
Timothy Lake, and all lands and roads adjacent to Timothy Lake.
Trillium Lake, and all lands and roads adjacent to Trillium Lake.
Dispersed recreation along U.S. Forest Service Road 5750 and 5750-220 south of Gone Creek Campground.

Clackamas River Ranger District:

Timber Lake Job Corps Center
Dispersed recreation areas east of Promontory Park on Hwy. 224
Dispersed recreation areas east of Hwy. 224 via U.S. Forest Service Road 57 and 4630.
Dispersed recreation areas via U.S. Forest Service Roads 46, 63 and 70.
(Bagby Hot Springs Recreational Area)

Patrol routes may be varied at the discretion of the assigned Deputy in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the Mt Hood National Forest, within Hood River County, is the responsibility of the Hood River County Sheriff. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

Total reimbursement for this category shall not exceed the amount of: **\$60,831.55**



III. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

- A. The Forest Service agrees to reimburse Clackamas County for equipment and supplies necessary in remote wilderness on forest service lands, in an amount not to exceed \$20,000. All purchases must be approved by the Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.

- B. The U.S. Forest Service may loan the Cooperator equipment as needed, when mutually agreed. While in possession of the Cooperator, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

U.S. FOREST SERVICE SHALL:

- 1. Grant permission, subject to U.S. Forest Service limitations and regulations, and those included herein, to the Cooperator for law enforcement purposes, for use of the Mt. Hood National Forest radio frequencies. Various channel guard tones are also authorized for use as required.
- 2. Restrict the use of radio frequency to official business.
- 3. Retain control of the use of these radio frequencies.
- 4. Not charge for the use of the radio frequencies.

COOPERATOR SHALL:

- 1. Grant permission, subject to State limitations and regulations, and those included herein, to the U.S. Forest Service for law enforcement purposes, for use of the Cooperator radio frequencies. Various channel guard tones are also authorized for use as required.
- 2. Restrict use of the radio frequency to official business.
- 3. Retain control of the use of these radio frequencies.
- 4. Recognize that fire traffic may have priority use of the frequency and that any transmissions during the time of a fire shall be coordinated with the on-scene Incident Commander and/or Columbia River Interagency Dispatch Center.
- 5. Ensure any radio transmissions in the 162-174 VHF Band are operating in the narrowband mode.

Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II.

Total reimbursement for this category shall not exceed the amount of: \$20,000.00



IV. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
 3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.



V. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service
 Albuquerque Service Center
 Payments-Grants and Agreements
 101B Sun Ave NE
 Albuquerque, NM 87109

FAX: (877) 687-4894

E-Mail: SM.FS.asc_ga@usda.gov

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the U.S. Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.

The statement and invoice should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations
 Northern Oregon Zone
 ATTN: Ross Gamboa, Captain
 16400 Champion Way
 Sandy, OR 97055

Or to the following e-mail address

Rachele.avery@usda.gov

- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$60,831.55	N/A
Training		N/A
Equipment	From patrol activities	N/A
Special Enforcement Situations		N/A
Total	\$60,831.55	N/A



- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

CRAIG ROBERTS, Sheriff Date
Clackamas County

Clackamas County Commissioner Date
Clackamas County

RICHARD PERIMAN, Forest Supervisor Date
U.S. Forest Service, Mt. Hood National Forest

JOHN BYAS Date
Special Agent in Charge, Pacific Northwest Region



The authority and format of this agreement have been reviewed and approved for signature.

JESSICA CLARK (18-LE-11060600-007 MOD 2)
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



OFFICE OF COUNTY COUNSEL

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

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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

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**A Board Order related to a previously approved
Zone Change Application- Z0546-19-Z**

Purpose/Outcomes	<i>Adopt a board order related to a previously approved land use action</i>
Dollar Amount and Fiscal Impact	<i>None identified</i>
Funding Source	<i>N/A</i>
Duration	<i>Indefinitely</i>
Previous Board Action	<i>Board of County Commissioners (“Board” or “BCC”) held a public hearing on June 3 2020, at which time the BCC voted 5-0 to approve the application, and directed staff to draft the board order and the findings of fact, both of which are included with this report.</i>
Strategic Plan Alignment	<i>1. Build public trust through good government.</i>
Contact Person	<i>Nate Boderman, 503-655-8364</i>
Contract No.	<i>None</i>

BACKGROUND:

On March 12, 2020 a public meeting was held before the Historic Review Board (HRB) to consider the proposal in Z0546-19-Z, and at this meeting, the HRB voted unanimously to recommend approval of the proposal to remove the HL overlay on the subject property, known in the Clackamas County Historic Inventory as the William and Lottie Kirchem Farm (SHPO #968). The site characteristics were determined to have changed such that the qualities for which it was originally listed were no longer clearly present on the property.

On June 3, 2020 a public hearing was conducted before the BCC, via Zoom teleconference, to consider a proposal to remove the Historic Landmark (HL) overlay on the subject property located at 17800 Springwater Road. At that hearing, the BCC orally voted 5-0 to approve the

application to remove the HL zoning overlay.

The Board then directed staff to draft an order and findings consistent with its decision. A copy of the Board Order implementing the oral decision, and findings and conclusions to be adopted by the Board has been attached.

RECOMMENDATION:

Staff recommends the Board approve the attached Board Order and the findings and conclusions which are attached thereto.

Respectfully submitted,

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

Nate Boderman
Assistant County Counsel

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

In the Matter of a Zoning Map
Amendment, Sara Parsley and Kathleen
Higdon, Applicants on Property Described
as: T2S R3E Section 34, Tax Lot 00900

File No. Z0546-19-Z



Order No.
Page 1 of 2

This matter coming regularly before the Board of County Commissioners, and it appearing that Sara Parsley and Kathleen Higdon made an application for a zone change to remove the Historic Landmark (HL) zoning overlay designation from an approximately 5.36 acres of a larger 64-acre parcel located at 17800 S, Springwater Road, on the property described as T2S R3E Section 34, Tax Lot 00900.

It further appearing that, in September of 1994, Clackamas County designated the William and Lottie Kirchem Farm (SHPO#968) as a Historic Landmark (HL) and applied the HL overlay zone to the parcel.

It further appearing that, sometime between 1994 and late 2019 several of the historic agricultural buildings were lost to deterioration and a number of non-historical alterations were made to the farm house.

It further appearing that after appropriate notice, a public meeting was held before the Historic Review Board on March 12, 2020, to consider the proposal in Z0546-19-Z, and at this meeting, the Historic Review Board voted unanimously to recommend approval of the proposal to remove the HL overlay zone; and

It further appearing that after appropriate notice a public hearing was held before the Board of County Commissioners on June 3, 2020, at which testimony and evidence were presented, and that, at that hearing, a decision was made by the Board, by the vote of 5-0 to approve the application to remove the HL overlay zone.

Based on the evidence and testimony presented this Board makes the following findings and conclusions:

1. The applicant requests approval of a zone change to remove the Historic Landmark (HL) zoning overlay on the subject site due to the fact that the significant historic features of the William and Lottie Kirchem Farm (SHPO #968) have deteriorated such that the site no longer meets the relevant criteria for protection as a Clackamas County Historic Landmark.
2. This Board adopts as its findings and conclusions the *Findings of Fact and Conclusions of Law* document attached hereto and incorporated herein as Order Exhibit A, which finds the application to be in compliance with the applicable criteria.

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

In the Matter of a Zoning Map
Amendment, Sara parsley and Kathleen
Higdon, Applicants on Property Described
as: T2S R3E Section 34, Tax Lot 00900

File No. Z0546-19-Z



Order No.
Page 2 of 2

NOW THEREFORE, IT IS HEREBY ORDERED that the requested Zone Map
Amendment is hereby APPROVED, as identified in Order Exhibit A.

DATED this 18th day of June, 2020

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



**FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR
PLANNING FILE NO. Z0546-19--Z:
WILLIAM AND LOTTIE FARM
ZONE CHANGE TO REMOVE HISTORIC LANDMARK (HL) OVERLY**

SECTION 1 - GENERAL INFORMATION

Planning File No.: Z0546-19-Z

Adoption Date: June 18, 2020

Applicant(s): Sara Pursley and Kathleen Higdon, representatives of family estate

Owner: Edward Seagraves Estate, PO Box 507, Clackamas, OR 97015

Proposal(s): Removal of Historic Landmark (HL) zoning overlay; resource no longer exists

Legal Description: T2S R3E Section 34, Tax Lot 00900

Site Address: 17800 South Springwater Road, Oregon City

Comprehensive Plan Designation: Agriculture (AG)

Zoning Designation: Exclusive Farm Use (EFU)/Historic Landmark Overlay (HL)

Total Area Involved: 5.36 acres, of a larger 64 acre site

SECTION 2 - DECISION

The Board of County Commissioners (“Board”) finds that this application satisfies all the applicable state, regional and county criteria for the proposed change in the zoning designation for the subject property. Therefore, the Board hereby approves the removal of the Historic Landmark (HL) zoning overlay on the property, as proposed in Planning file Z0546-19-Z.

SECTION 3 – BACKGROUND INFORMATION

Background:

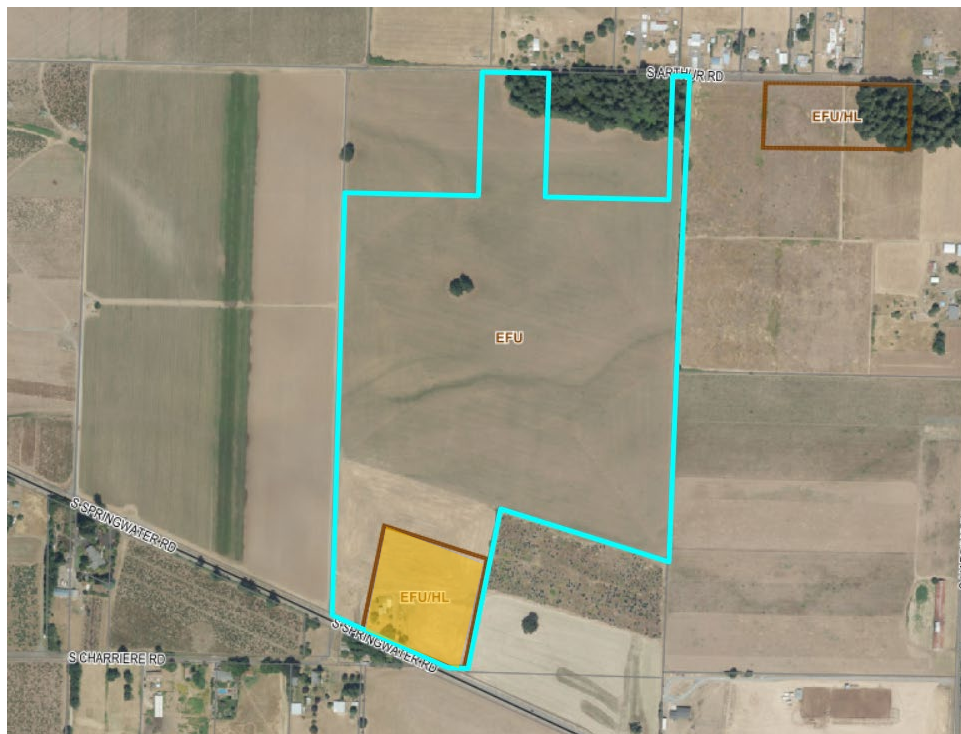
This application includes a proposal to remove the Historic Landmark (HL) zoning overlay on the property located at 17800 South Springwater Road due to the fact that the significant historic elements on the site have been lost to deterioration and modification.

In September of 1994, Clackamas County designated the William and Lottie Kirchem Farm (SHPO# 968) as a Historic Landmark (HL) and applied the HL overlay zone to the site. The site was designated on the basis that it represented an extant collection of agricultural buildings with an association to the patterns of emigration and settlement of the area and the Barlow Road and for the properties vernacular style farm house.

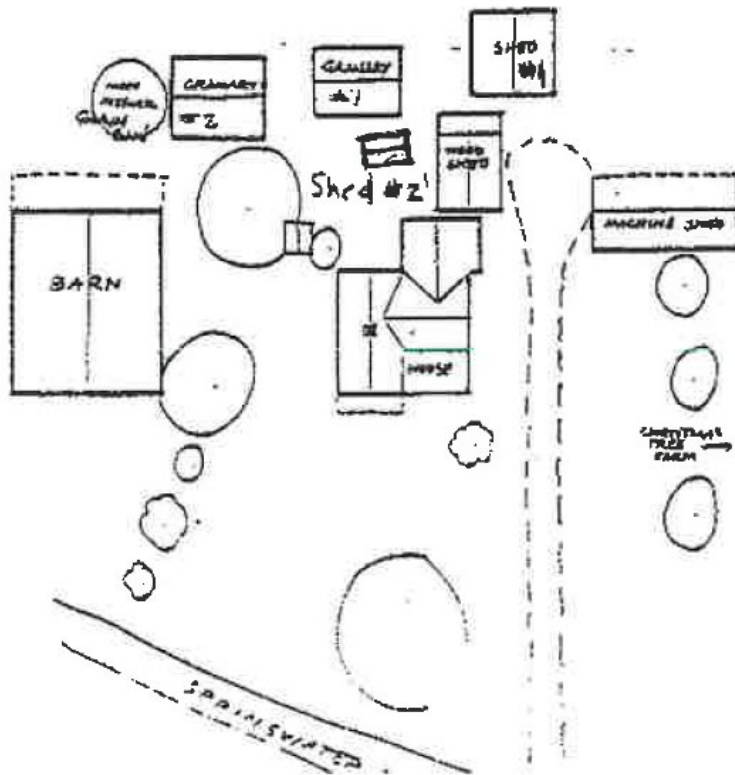
Subsequent to the property being established as a Clackamas County Historic Landmark, many of the outbuildings for which the site was nominated fell into disrepair and were removed. Additionally, the farmhouse was altered repeatedly with non-historic materials, diminishing or removing many of the character defining elements for which the house was originally acknowledged. Though the essential form of the house remains intact, it is now virtually without any of the exterior elements that were present when it was originally established as a Clackamas County Historic Landmark.

Based on the removal of many of the agricultural buildings, and the diminished architectural character of the farm house, the applicant suggests that the essential features for which the site was originally nominated area no longer present, and thus requests the removal of the Historic Preservation Overlay Zoning from the property.

Location Map:



Photographs:



Site Drawing from County Historic Inventory



Aerial Photography, 2018



Current Day Site Photos of Modified Home on Property

Responses Requested:

- a. Community Planning Organization
- b. State Historic Preservation Office (SHPO)
- c. Property Owners within 750'

CPO Recommendation: The subject property is located within boundaries of the Redland/Fischers Mill/Viola Community Planning Organization (CPO), which was notified of the proposal and did not submit comment on the matter.

Public Hearings/Meetings: After appropriate notice, a public meeting was held before the Historic Review Board (HRB) on March 12, 2020, for consideration of the proposal. At this meeting, the HRB voted unanimously to recommend approval of the removal of the HL overlay proposed in Z0546-19-Z.

A public hearing held before the Board of County Commissioners on June 3, 2020. At this hearing testimony and evidence were presented and the Board made the decision, by the vote of 5-0, to approve the application to remove the HL zoning overlay.

SECTION 4 – ANALYSIS AND FINDINGS

This proposal is subject to the relevant Statewide Planning Goals; Oregon Revised Statutes (ORS); Oregon Administrative Rules (OARs); County Comprehensive Plan (Plan) policies, and the County's Zoning and Development Ordinance (ZDO). In an effort to be efficient and concise, only the applicable sections, regulations, and/or policies are noted below and discussed in these Findings.

Because the removal of the Historic Landmark (HL) overlay is technically a zone change, this application is processed as a Type III land use application, in which the Board of County Commissioners (BCC) is the designated decision-making body, after Historic Review Board (HRB) review and recommendation to the BCC on the matter.

1. Statewide Planning Goals and Guidelines

- a. Goal 1: Citizen Involvement. The zone change and map amendment does not propose to change the structure of the county's citizen involvement program. Section 1307 of the Zoning and Development Ordinance (ZDO) contains adopted and acknowledged procedures for citizen involvement and public notification for quasi-judicial actions. This application has been processed consistent with the notification requirements in Subsection 1307, including notice of the proposed amendment to all property owners within 750 feet of the subject property. Also, notice of the Historic Review Board (HRB) meeting and the Board of County Commissioners (BCC) hearing was published in the newspaper and posted on the county's website. The Department of Land Conservation and Development (DLCD) was notified of this proposal, but has not provided a response. **The Board finds that the relevant requirements of Statewide Planning Goal 1 and related provisions of the ZDO have been satisfied.**

- b. Goal 2: Land Use Planning. The zone change and map amendment does not propose to change the county's land use planning process. The county will continue to have a comprehensive land use plan and implementing regulations that are consistent with the plan. No exceptions from the Goals are required.

Goal 2 requires coordination with affected governments and agencies. Notice of this application has been provided to potentially affected agencies and governments.

Goal 2 also requires that all land use actions be consistent with the acknowledged Comprehensive Plan. As noted below (Subsection 2, *County Comprehensive Plan Policies*) this proposal is consistent with all the applicable criteria in the county's Comprehensive Plan. **The Board finds that the relevant requirements of Statewide Planning Goal 2 have been satisfied.**

- c. Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources: *To conserve open space and protect natural and scenic resources*. Goal 5 resources include open space areas, scenic and historic resources and other natural features. Chapter 3 (Natural Resources and Energy) and Chapter 9 (Open Space, Parks and Historic Sites) of the Clackamas County Comprehensive Plan identifies significant Goal 5 resources within the County.

As noted throughout this document, the previously-designated Goal 5 historic resources on the subject property (the William and Lottie Kirchem Farm) have deteriorated and been significantly modified. There are no other Goal 5 resources identified in the Comprehensive Plan located on the subject property. **The Board finds that Statewide Planning Goal 5 no longer applies to the subject site.**

2. County Comprehensive Plan Policies

- a. **Chapter 11 (The Planning Process):** This section of the Comprehensive Plan (Plan) contains a section titled *City, Special District and Agency Coordination*. The Oregon Department of Land Conservation and Development (DLCD) and other identified interested parties received notice of the proposed amendment. This level of notification furthers the goals and policies of this section of the Plan.

Chapter 11 of the Plan also contains a section entitled *Amendments and Implementation*. This section contains procedural standards for Plan amendments, requires the Plan and the ZDO to be consistent with Statewide Planning Goals and Guidelines and Metro's Urban Growth Management Functional Plan, and requires the ZDO to be consistent with the Plan. Policy 3.0 establishes the procedural standards. The process followed for Z0546-19-Z is in compliance with these standards. Specifically, notice was mailed to DLCD and interested parties at least 35 days before the scheduled public hearing, and DLCD, SHPO and property owners within 750 feet of the subject property were provided with an opportunity to review and comment on the proposed amendments. The subject is within the boundaries of the Redland/Fischers Mill/Viola Community Planning

Organization (CPO), which was notified of the proposal. A public meeting was held before the Historic Review Board (HRB) and a public hearing was held before the Board of County Commissioners (BCC) to consider the proposed amendments.

The Board finds that the relevant policies in Chapter 11 are met.

- b. **Chapter 9 (Open Space, Parks, and Historic Sites)** of the County’s Comprehensive Plan contains policies for historic resources. The only applicable policy in this case is Policy 4.0, in the Historic Landmarks, Districts, and Transportation Corridors Section.

Policy 4.0. Zone properties Historic Landmark (HL), Historic Districts (HD), or Historic Corridor (HC) which are determined significant by the evaluation criteria.

As noted previously, the site was at one time determined significant by the evaluation criteria (scoring the minimum 40 points); but, due to successive deterioration and modifications, it can no longer be determined to be significant. Therefore the HL overlay zone is no longer appropriate for the subject site. The Board finds the proposed removal of this overlay is consistent with this policy. **This criterion is met.**

3. County Zoning & Development Ordinance (ZDO) Criteria

- a. Section 707.02(B) of the Clackamas County Zoning & Development Ordinance (ZDO) states that *a site, structure, or object may be zoned Historic Landmark if it is listed on the National Register of Historic Places, or if it is rated as significant under the County's procedure for evaluating historic resources under the specific architectural, environmental, and historic association criteria.* A site or structure must receive a minimum of 40 points under the required criteria found in Section 707.02(B)1 through 3.

At the time of its original designation as a Historic Landmark, the William and Lottie Farm scored above the minimum required (40 points), largely based on its intact collection of agricultural buildings and the architectural significance of the home. Given that many of the farm buildings have been removed and the home significantly modified, the Board finds it cannot achieve the necessary 40 points and the HL designation is no longer appropriate for the subject site. **This criterion is not met.**

- b. Section 1202 of the ZDO contains the criteria for a zone change.
 - 1) 1202.03(A). *The proposed zone change is consistent with the applicable goals and policies of the Comprehensive Plan.*

As noted in Subsection 2, *County Comprehensive Plan Policies* (above) the proposal is consistent with all applicable Plan Policies and therefore the Board finds that the HL overlay zone is no longer appropriate for the subject site. **This criterion is met.**

- 2) 1202.03(B). *If development under the proposed zoning district designation has a need for any of the following public services, the need can be accommodated with the implementation of the applicable service provider's existing capital improvement plan: sanitary sewer, surface water management, and water. The cumulative impact of the proposed zone change and development of other properties zoning designations shall be considered.*

The Board finds that the removal of the HL overlay does not authorize any development that is not already allowed under the existing EFU zoning and, as such, would not affect the need to provide any of the above-listed public services to the site. **This criterion is met.**

- 3) 1202.03(C). *The transportation system is adequate and will remain adequate with approval of the proposed zone change.*

The Board finds that the removal of the HL overlay does not authorize any development that is not already allowed under the existing EFU zoning and, as such, would not affect the transportation system. **This criterion is met.**

- 4) 1202.03(D). *Safety of the transportation system is adequate to serve the level of development anticipated by the proposed zone change.*

The Board finds that the removal of the HL overlay does not authorize any development that is not already allowed under the existing EFU zoning and, as such, would not affect the transportation system. **This criterion is met.**



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Purchase Order for HPE Nimble Primary Storage Capacity and Annual Support from CDW Government LLC

Purpose/Outcomes	Seeking approval to Purchase Additional HPE Nimble Storage primary disk storage capacity from a Cooperative Contract with CDW Government LLC.
Dollar Amount and Fiscal Impact	\$175,371.89
Funding Source	Planned Capital expense from TS 747-0227 capital fund
Duration	Storage capacity increase with extended annual support and maintenance for five (5) years.
Previous Board Action	None
Strategic Plan Alignment	1. Build a strong infrastructure. 2. Build public trust through good government.
Counsel Review	County Counsel previously reviewed and approved the use of this Cooperative Contract on 12/19/2019
Contact Person	Dave Devore (503) 723-4996

BACKGROUND:

Technology Services (TS) uses HPE Nimble Storage for all primary production disk storage. TS manages and expands it as needed to keep up with our growing needs.

In late 2019 TS purchased new primary storage to replace half of the aging storage hardware that was out of support and at risk of failure. To complete the project, there is presently a need to replace the remaining aging hardware, further expand primary storage capacity, and extend the annual support and maintenance for five years – the amount of time that can reasonably be planned to continue using this technology. TS obtained a significant price discount by negotiating to pay for the full 5 years of maintenance & support upfront.

TS does employ solutions from other storage vendors for other use cases such as data backups and CCTV storage. Those solutions are not in scope for this request.

PROCUREMENT PROCESS:

Technology Services staff obtained three (3) quotes from vendors for the exact same HPE Nimble Storage capacity and services. The quotes ranged \$175,371.89 (from CDW-G) to \$239,826.73. Three of the quotes, including the lowest cost quote, were under contracts that meet the requirements of Permissive Cooperative Procurements under LCRB Rule C-046-0430. By obtaining multiple quotes and taking advantage of a special pricing offer under a cooperative contract, Technology Services was able to realize substantial cost savings for the County.

This purchase will be executed as a simple Purchase Order to CDW Government off the State of Oregon Cooperative IT Hardware VAR Contract 5603. Procurement and Counsel have previously reviewed and approved use of this cooperative contract.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the purchase of additional HPE Nimble Storage primary disk capacity expansion and annual maintenance & support from CDW-G, Inc. and authorize the Procurement Office to execute a Purchase Order for the full \$175,371.89 and any other needed instruments to complete the purchase.

Respectfully Submitted,

Dave Cummings, Director



Placed on the Agenda of 6-18-2020 by Procurement and Contract Services

Purchase Approved by Chair _____ Date _____



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for North Clackamas Parks and Recreation District for
Transfer of Appropriations for Fiscal Year 2019-2020

Purpose/Outcomes	Approval of a resolution for a transfer of appropriations for North Clackamas Parks & Recreation District FY 2019-20
Dollar Amount and Fiscal Impact	There is no financial impact.
Funding Source	System Development Charges, Contingency
Duration	July 1, 2019 through June 30, 2020
Strategic Plan Alignment	This transfer of appropriations ensures a legally compliant and transparent budget process, which aligns with the County goal of Building Public Trust through Good Government.
Previous Board Action	<p><i>June 27, 2019 Business Meeting</i> – Resolution Adopting the North Clackamas Parks & Recreation District’s 2019-2020 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020</p> <p><i>December 3, 2019 Special NCPRD Business Meeting</i> – Approval of Settlement Agreement between the City of Happy Valley and the North Clackamas Parks & Recreation District</p> <p><i>December 12, 2019 Business Meeting</i> – Approval of Resolution No 2019-98 for a North Clackamas Parks and Recreation District Supplemental Budget (Less Than Ten Percent and Budget Reduction) for FY 2019-20</p> <p><i>March 19, 2020 Business Meeting</i> – Approval of Resolution No. 2020-17 for a North Clackamas Parks and Recreation District Supplemental Budget (More Than Ten Percent and Transferring and Making Appropriations) for FY 2019-20</p> <p><i>April 23, 2020 Business Meeting</i> – Approval of Resolution No. 2020-32 for a North Clackamas Parks and Recreation District Transfer of Appropriations</p>
Counsel Review	County Counsel Reviewed and Approved 5.26.20 JM
Contact Person	Elizabeth Gomez, Financial Operations Manager, NCPRD 503-742-4352

BACKGROUND:

Periodically during the fiscal year, it is necessary to transfer appropriations between the major categories (Administration, Park Maintenance, Recreation, Sports, Milwaukie Center, Aquatic Park, Marketing and Communications, Planning, Natural Resources, Nutrition, Transportation, Transfers, Contingency, Special Payments, Materials & Service, Capital Outlay, and Debt Service) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations have been accomplished through the initial budget process.

The attached resolution reflects the above-mentioned changes as required by the District in keeping with a legally accurate budget.

- The North Clackamas Parks and Recreation District System Development Charges Fund - Zone 1 is decreasing the *Capital Outlay* category and increasing the *Materials and Services* category, in the amount of \$40,000, to pay for additional expenditures related to the collection and accounting of SDC fees.
- The North Clackamas Parks and Recreation District Nutrition and Transportation Fund - Nutrition is decreasing the *Contingency* category and increasing the *Nutrition* category in the amount of \$50,000 to pay for additional, unanticipated expenditures related to the increased need for Nutrition services in response to the COVID-19 pandemic.

RECOMMENDATION:

Staff respectfully recommends the Board approve Resolution 2020-____, including Exhibit A, in keeping with a legally accurate budget.

ATTACHMENTS:

1. Resolution 2020-____

Respectfully submitted,



Laura Zentner, Director
Business and Community Services

**BEFORE THE BOARD OF
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
OF CLACKAMAS COUNTY, STATE OF OREGON**

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
ACTING AS THE GOVERNING BOARD OF THE
NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT AND PROVIDING
AUTHORIZATION TO TRANSFER
APPROPRIATIONS WITHIN THE NORTH
CLACKAMAS PARKS AND RECREATION
DISTRICT FOR FISCAL YEAR 2019-20



Resolution No. 2020-_____

Whereas, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

Whereas, transfer of appropriations for the period of July 1, 2019 through June 30, 2020, inclusive, is necessary to continue to prudently manage the distribution of those expenditures for the needs of District residents;

Whereas, the funds being adjusted are:

- North Clackamas Parks and Recreation District System Development Charges Fund – Zone 1
- North Clackamas Parks and Recreation District Nutrition and Transportation Fund - Nutrition

NOW THEREFORE, the Clackamas County Board of County Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District resolves as follows:

Pursuant to its authority under ORS 294.463, the transfer of appropriations within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made part of this Resolution.

DATED this June 18, 2020

**BOARD OF COUNTY COMMISSIONERS ACTING AS THE BOARD OF DIRECTORS
OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Chair

Recording Secretary

**SUMMARY OF TRANSFER BETWEEN APPROPRIATIONS
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

**Exhibit A
Transfer Request
June 18, 2020**

Recommended items by revenue source:

North Clackamas Parks and Recreation District
System Development Charges Fund - Zone 1 - Fund 281

Expenditures:

Materials & Services	\$ 40,000
Capital Outlay	(40,000)
Total Expenditures	<u><u>\$ -</u></u>

The North Clackamas Parks and Recreation District System Development Charges Fund - Zone 1 is decreasing the *Capital Outlay* category and increasing the *Materials and Services* category, in the amount of \$40,000, to pay for additional expenditures related to the collection and accounting of SDC fees.

North Clackamas Parks and Recreation District
Nutrition and Transportation Fund - Nutrition - Fund 270

Expenditures:

Nutrition	\$ 50,000
Contingency	(50,000)
Total Expenditures	<u><u>\$ -</u></u>

The North Clackamas Parks and Recreation District Nutrition and Transportation Fund - Nutrition is decreasing the *Contingency* category and increasing the *Nutrition* category in the amount of \$50,000 to pay for additional, unanticipated expenditures related to the increased need for Nutrition services in response to the COVID-19 pandemic.



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Amendment No. 1 to the Agreements between
Water Environment Services and Hillsboro Landfill, Inc.; Valley Landfills, Inc.; Wasco County
Landfill, Inc.; and Waste Management Services of Oregon, Inc.
for Disposal of Biosolids, Grit, Screenings and Debris

Purpose/Outcomes	Approval of contract renewal.
Dollar Amount and Fiscal Impact	This contract renewal authorizes \$1,200,000 total for the period of July 1, 2020 through June 30, 2023. The maximum annual compensation is limited to \$400,000 per fiscal year. The dollars will be allocated between the four landfills based on anticipated use.
Funding Source	631-01-45450-427000
Duration	Through June 30, 2023
Previous Board Action/Review	Approval of original contracts November 13, 2017.
Performance Clackamas Alignment	WES will beneficially reuse 85% of recovered solids.
Counsel Review	June 3, 2020
Contact Person	Kathryn Spencer, ext. 4608

BACKGROUND:

Landfill disposal of biosolids is necessary when land application of biosolids is not possible. In addition, grit and screenings from the wastewater treatment plants and debris from maintenance of storm water structures require continual disposal. The use of landfills is critical to WES operations. This work is supported by the contract entered into on November 13, 2017 which exists in two parts: Landfill Special Waste Disposal Agreements and an Oregon Governmental Contracting Addendums.

PROCUREMENT PROCESS:

This project advertised in accordance with ORS 279B and LCRB Rules on August 2, 2017. Proposals were publically opened August 17, 2017. The County received four proposals: Wasco County Landfill, Coffin Butte Landfill, Hillsboro Landfill and Columbia Ridge Landfill. WES entered into contract with all four proposers through June 30, 2020. Dollars were allocated to each of the four landfills based on anticipated usage. This amendment #1 to the contract exercises the option to renew for one 3-year period through June 30, 2023.

RECOMMENDATION:

Staff recommends the Board approve Amendment #1 to renew the contract for three years and to allocate an additional \$1,200,000 with the maximum fiscal year allowable expenditure \$400,000.

Respectfully submitted,

Greg Geist
Director, WES

Placed on the _____ Agenda by the Procurement Division.

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH HILLSBORO LANDFILL, INC. FOR WASTE
WATER TREATMENT PLANT SCREENINGS AND GRIT LANDFILL DISPOSAL
Contract #2756**

This Amendment #1 is entered into between **Hillsboro Landfill, Inc.** (“Contractor”) and Water Environment Services (“District”) and shall become part of the Contract documents entered into between both parties on **November 13, 2017** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. On July 1, 2018, Clackamas County Service District No. 1 assigned all rights under this Contract to Water Environment Services. Accordingly, all references to Clackamas County Service District No. 1 in the Contract are hereby changed to Water Environment Services.
2. Oregon Governmental Addendum, **Section A** is hereby amended as follows:
District is exercising the option to renew this Contract for the one 3-year term. The expiration date is hereby changed from June 30, 2020 to **June 30, 2023**.
3. Oregon Governmental Addendum, **Section B** is hereby amended as follows:
District is authorizing up to \$400,000.00 per fiscal year, defined as July 1 to June 30 for a total not to exceed 1,200,000.00 for the three-year extension. The total Contract Compensation shall not exceed \$2,400,000.00.

ORIGINAL CONTRACT	\$ 1,200,000.00
<u>AMENDMENT #1</u>	<u>\$ 1,200,000.00 + Time Extension</u>
TOTAL AMENDED CONTRACT	\$ 2,400,000.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Hillsboro Landfill, Inc.

Water Environment Services

Authorized Signature Date

Chair

Printed Name

Recording Secretary

Date

Approved as to form

County Counsel Date

AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH VALLEY LANDFILLS, INC. DBA REPUBLIC SERVICES AND COFFIN BUTTE LANDFILL FOR WASTE WATER TREATMENT PLANT SCREENINGS AND GRIT LANDFILL DISPOSAL
Contract #2757

This Amendment #1 is entered into between **Valley Landfills, Inc.** (“Contractor”) and Water Environment Services (“District”) and shall become part of the Contract documents entered into between both parties on **November 29, 2017** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. On July 1, 2018, Clackamas County Service District No. 1 assigned all rights under this Contract to Water Environment Services. Accordingly, all references to Clackamas County Service District No. 1 in the Contract are hereby changed to Water Environment Services.
2. Oregon Governmental Addendum, **Section A** is hereby amended as follows:
District is exercising the option to renew this Contract for the one 3-year term. The expiration date is hereby changed from June 30, 2020 to **June 30, 2023**.
3. Oregon Governmental Addendum, **Section B** is hereby amended as follows:
On January 1 of each year, Contractor will increase **per ton rates** by 6%. For calendar year 2020, the current per ton rate is \$38.96. District is authorizing up to \$400,000.00 per fiscal year, defined as July 1 to June 30 for a total not to exceed 1,200,000.00 for the three-year extension. The total Contract Compensation shall not exceed \$2,400,000.00.

ORIGINAL CONTRACT	\$ 1,200,000.00
<u>AMENDMENT #1</u>	<u>\$ 1,200,000.00 + Time Extension</u>
TOTAL AMENDED CONTRACT	\$ 2,400,000.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Valley Landfills, Inc.
Db a Republic Services
Db a Coffin Butte Landfill

Water Environment Services

Authorized Signature Date

Chair

Printed Name

Recording Secretary

Date

Approved as to form

County Counsel Date

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH WASCO COUNTY LANDFILL, INC. FOR WASTE
WATER TREATMENT PLANT SCREENINGS AND GRIT LANDFILL DISPOSAL
Contract #2758**

This Amendment #1 is entered into between **WASCO County Landfill, Inc.** (“Contractor”) and Water Environment Services (“District”) and shall become part of the Contract documents entered into between both parties on **November 13, 2017** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. On July 1, 2018, Clackamas County Service District No. 1 assigned all rights under this Contract to Water Environment Services. Accordingly, all references to Clackamas County Service District No. 1 in the Contract are hereby changed to Water Environment Services.
2. Oregon Governmental Addendum, **Section A** is hereby amended as follows:
District is exercising the option to renew this Contract for the one 3-year term. The expiration date is hereby changed from June 30, 2020 to **June 30, 2023**.
3. Oregon Governmental Addendum, **Section B** is hereby amended as follows:
District is authorizing up to \$400,000.00 per fiscal year, defined as July 1 to June 30 for a total not to exceed 1,200,000.00 for the three-year extension. The total Contract Compensation shall not exceed \$2,400,000.00.

ORIGINAL CONTRACT	\$ 1,200,000.00
<u>AMENDMENT #1</u>	<u>\$ 1,200,000.00 + Time Extension</u>
TOTAL AMENDED CONTRACT	\$ 2,400,000.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

WASCO County Landfill, Inc.

Water Environment Services

Authorized Signature Date

Chair

Printed Name

Recording Secretary

Date

Approved as to form

County Counsel Date

**AMENDMENT #1
 TO THE CONTRACT DOCUMENTS WITH WASTE MANAGEMENT SERVICES OF OREGON,
 INC. FOR WASTE WATER TREATMENT PLANT SCREENINGS AND GRIT LANDFILL
 DISPOSAL
 Contract #2759**

This Amendment #1 is entered into between **Waste Management Services of Oregon, Inc.** (“Contractor”) and Water Environment Services (“District”) and shall become part of the Contract documents entered into between both parties on **November 13, 2017** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. On July 1, 2018, Clackamas County Service District No. 1 assigned all rights under this Contract to Water Environment Services. Accordingly, all references to Clackamas County Service District No. 1 in the Contract are hereby changed to Water Environment Services.
2. Oregon Governmental Addendum, **Section A** is hereby amended as follows:
 District is exercising the option to renew this Contract for the one 3-year term. The expiration date is hereby changed from June 30, 2020 to **June 30, 2023**.
3. Oregon Governmental Addendum, **Section B** is hereby amended as follows:
 District is authorizing up to \$400,000.00 per fiscal year, defined as July 1 to June 30 for a total not to exceed 1,200,000.00 for the three-year extension. The total Contract Compensation shall not exceed \$2,400,000.00.

ORIGINAL CONTRACT	\$ 1,200,000.00
<u>AMENDMENT #1</u>	<u>\$ 1,200,000.00 + Time Extension</u>
TOTAL AMENDED CONTRACT	\$ 2,400,000.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Waste Management Services of Oregon, Inc.

Water Environment Services

 Authorized Signature

 Date

 Chair

 Printed Name

 Recording Secretary

 Date

Approved as to form

 County Counsel

 Date