

AGENDA

Thursday, October 24, 2019 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-87

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of Early Work Amendment No.1: Elevator Repair and Additional Preconstruction Phase Services for Hillside Manor Renovation

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

III. PUBLIC DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

Department of Transportation & Development

1. Resolution No. ____ Supporting the Sunrise Gateway Corridor to Improve Transportation Alternatives, Increase Safety, Reduce Congestion and Anticipate Equitable Economic and Residential Growth for the Region (Dan Johnson, DTD)

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

A. Health, Housing & Human Services

1. Resolution No. ____ Approving the Clackamas County Social Services Division's Title VI Civil Rights Plan for Transportation Programs – *Social Services*
2. Approval of a Local Grant Agreement with Todos Juntos to Provide Kindergarten Readiness Partnership & Innovation Services – *Children, Family & Community Connections*
3. Approval of a Local Grant Agreement with Immigrant & Refugee Community Organization for Kindergarten Readiness Partnership & Innovation Services – *Children Family & Community Connections*
4. Approval of a Local Grant Agreement with Metropolitan Family Services, Inc. to Provide Kindergarten Readiness Partnership & Innovation Services - *Children Family & Community Connections*

5. Approval of Amendment No. 3 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

B. Department of Transportation & Development

1. Approval of a Contract with Nutter Corporation for the SE Capps Road Cul-de-Sac Construction - *Procurement*
2. Authorization to Purchase Quantity 15 Dodge Chargers for the Clackamas County Sheriff's Office - *Procurement*

C. Finance Department

1. Approval of Personal Services Contract with DePaul Industries to Provide Security Services for Justice Court, Juvenile and Circuit Court
2. Resolution No. _____ Approval for a Clackamas County Supplemental Budget (Less 10%) for Fiscal Year 2019-2020
3. Resolution No. _____ Approval for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2019-2010
4. Resolution No. _____ Approval for Clackamas County for Transfer of Appropriations for Fiscal Year 2019-2020

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Resolution No. _____ for a Boundary Change for the Area Formerly Known as the City of Damascus for the Administration of the Ad Valorem Property Tax System – *Assessor's Office*

E. Business & Community Services

1. Approval of a Loan Agreement with the State of Oregon Business Development Department to Support the Clackamas County Land Bank Authority

F. Technology Services

1. Approval to Purchase ExaGrid Back-up Data Storage and Annual Support and Maintenance from CDW-G - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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

October 24, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Early Work Amendment #1: Elevator Repair and Additional Preconstruction Phase Services for Hillside Manor Renovation

Purpose/Outcomes	Approval of Early Work Amendment #1: Elevator Repair and Additional Preconstruction Phase Services for Hillside Manor Renovation
Dollar Amount and Fiscal Impact	Amendment #1: Elevator Repair \$534,902.00 Additional Preconstruction Phase Services (Mechanical, Electrical, Plumbing): \$244,571.00
Funding Source(s)	4% Low Income Housing Tax Credits (LIHTC), Housing Preservation Funds (OHCS), Perm Loan, HACC Seller Financing
Duration	October 2019 through project closing
Previous Board Action	The Board was briefed on the Early Work Amendments during an "Issues" session on October 8, 2019
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract Number	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute Amendment One (1) – Early Work/Elevator Repair and Additional Preconstruction Phase Services between HACC and Walsh Construction for Construction Manager / General Contractor services for the Hillside Manor project.

Hillside Manor is a 100 unit, 9 story residential building, originally constructed in 1970, serving low income households with incomes between 0 - 80% Area Median Income (AMI). The building has been owned and operated by the Housing Authority of Clackamas County (HACC) since original construction. In December of 2017, HACC received approval from the US Department of Housing and Urban Development (HUD) to convert Hillside Manor to a project based Section 8 subsidy under the Rental Assistance Demonstration (RAD) program for Public Housing properties. RAD enables HACC to pursue funding through the Low Income Housing Tax Credit (LIHTC) program to leverage debt and other fund sources and complete renovations on the building.

On May 17th, 2018, the HACC Board approved the Housing Authority's request to utilize a Construction Manager / General Contractor (CM/GC) contract in the rehabilitation of the Hillside Manor. Pursuant to this decision, an RFP process was initiated by County Procurement in November 2018. Walsh Construction was selected as the CM/GC for the Hillside Manor project on February 18, 2019. Under the guidelines of the A133 contract for CMGC, negotiated collaboratively between Walsh Construction, County Counsel, and County Procurement, Early

Work Amendments are authorized while the final Gross Maximum Price (GMP) construction contract is finalized.

- Early Work Amendment 1 is for \$534,902.00 and authorizes Walsh Construction to hire the elevator contractor to begin their design and construction duties for the beginning phases of the elevator design, permitting, and mechanical components with long lead times.
- Amendment 1 for Additional Preconstruction Phase Services is for \$244,571.00 and authorizes Walsh Construction to hire the subcontractors necessary to perform design and construction duties for the beginning phases of plumbing, electrical, low voltage, mechanical, and engineering systems for seismic work.

The cost of the two amendments is expected to be paid through construction financing at construction closing in April of 2020. However, the total of both amendments exceed the \$150k threshold and therefore, need board approval for signature.

The rehabilitation of Hillside Manor is a vital part of the Housing Authority's development strategy in meeting its goal of creating 1,000 new units of affordable housing. Approval of Amendment 1 constitutes the County's binding commitment to complete this project and will allow the Hillside Manor Project to move forward on schedule.

All documents have been reviewed by Clackamas County Counsel.

RECOMMENDATION:

Staff recommends the approval of the Early Work Amendment with Walsh Construction. Staff further recommends authorizing Richard Swift, H3S Director to sign the Amendment on behalf of the Housing Authority Board.

Respectfully submitted,

Handwritten signature of Richard Swift in black ink, with the text "H3S Deputy / For" written below the signature.

Richard Swift, Director
Health, Housing and Human Services

Attachments:

1. Early Work Amendment #1: Elevator Repair
2. Early Work Amendment #1: Additional Preconstruction Phase Services

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT AMENDMENT 1
FOR ADDITIONAL PRECONSTRUCTION PHASE SERVICES**

THIS AMENDMENT ("Amendment") is made and entered into by and between, Housing Authority of Clackamas County, (hereinafter referred to as the "Owner"), and Walsh Construction Co./Oregon (hereinafter referred to as the "Construction Manger"). The parties agree as follows:

1. To AMEND, per Section 4.1.4, the AIA Document A133-2009 (the "Agreement") executed July 2nd, 2019, to include the services described in Section 2 (below).
2. Additional Services to be Provided by the Construction Manager:

By appropriate written agreement, the Construction Manger shall retain the services of a properly licensed design professional ("Early Work Consultants") to design, in accordance with Section 3.12.10 of AIA Document A201-2017, the following elements of the Project ("Additional Services") listed below, which the parties anticipate will be incorporated into Architect's design of the Project.

- Mechanical
- Electrical
- Low Voltage
- Plumbing
- Fire Protection
- Piling Systems

3. Additional Consideration:

The Owner shall pay the Construction Manger a lump sum of \$244,571 for the Additional Services ("Additional Service Fee"), which sum shall be in addition to the Construction Manager's compensation for Preconstruction Phase services established in Section 4.1.2 of the Agreement. As adjusted by this Amendment, the total amount payable to the Construction Manger under the Agreement for Preconstruction Phase services is \$354,571.

4. Payments:

The Construction Manager agrees to defer payment of the Additional Service Fee until the earlier of (1) the date the Owner and Construction Manager execute the Guaranteed Maximum Price Amendment, or (ii) July 31st, 2020. If the Owner and Construction Manager execute the Guaranteed Maximum Price Amendment prior to July 31st, 2020, the Additional Service Fee will be included in the Guaranteed Maximum Price and paid as part of the first Application for Payment during the Construction Phase. If the Owner and Construction Manager do not execute the GMP Amendment prior to July 31st, 2020, the entire Additional Service Fee will be due and payable on August 15th, 2020.

5. Additional Terms and Conditions:

- a. The Owner's Architect shall provide criteria that describe the character, scope, relationships, forms, size and appearance of the Work designed as part of the Additional Services ("Performance Criteria"), including any materials and systems required and, in general, the quality levels, performance standards, layout, and requirements or criteria thereof. The Construction Manager is not responsible for the adequacy of the Performance Criteria and shall be entitled to rely on the completeness and accuracy of the information contained in the Performance Criteria. The Construction Manager shall require each Early Work Consultant to visit the site, coordinate its Additional Services with the services provided by the Owner's Architect, observe all conditions and systems at the site and relevant to the Additional Services for which they are responsible, correlate their observations with the Performance Criteria, and perform their work in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of the practices and the project conditions. If the Construction Manager, or any Early Work Consultant, believes that implementation of any Performance Criteria, or instruction received from the Owner, would cause a violation of any applicable law, statute, ordinance, building code, rule or regulation, the Construction Manager shall notify the Owner in writing.
- b. If, and as required in the jurisdiction where the Project is located, the signature and seal of each Early Work Consultant shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals they prepare. The Owner and the Architect shall be entitled to rely upon the

adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such Early Work Consultants, provided the Owner and Architect have provided the Performance Criteria pursuant to Section 5 a. The Owner will cause the Architect to review, approve or take other appropriate action on submittals prepared by Early Work Consultant.

- c. Upon request of Owner, the Construction Manager shall obtain from each of the Early Work Consultants and furnish to the Owner certifications with respect to the documents and services provided by such Early Work Consultants (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Performance Criteria, except to the extent specifically identified in such certificate; (ii) comply with applicable professional practice standards; and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.
- d. Nothing in this Agreement shall create any contractual obligation from the Owner to such Early Work Consultants not hired directly by the Owner.
- e. Construction Manager agrees to include in its agreements with its Early Work Consultants provisions requiring the Early Work Consultants to obtain and keep in effect, during the term of Agreement, Professional Liability Insurance covering any damages caused by their negligent acts, errors or omissions, with combined single limits per claim of no less than \$1,000,000. Claims-made based insurance shall be maintained for one (1) year beyond Substantial Completion of the Work. As evidence of the insurance coverage required by this Section 5 e, the Early Work Consultants shall furnish a certificate of insurance to the Owner.
- f. The parties agree that in no event shall any professional design liability of the Construction Manager to the Owner arising out of or relating to design professional services performed, or to have been performed, under this Agreement or the Project exceed the limits of any applicable design professional liability insurance maintained by the Early Work Consultants.

6. License

- a. Drawings, specifications, and other documents relating to the Additional Services and furnished by the Construction Manager, including those in electronic form, are Instruments of Service. The Construction Manager, the Early Work Consultants and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Construction Manager, the Early Work Consultants and any other person or entity providing services or work for any of them.
- b. Upon execution of the Guaranteed Maximum Price Amendment, the Construction Manager grants the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Agreement. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

7. Except as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner and the Construction Manager have executed this contract agreement as of the date and year last written below.

OWNER,
Housing Authority of Clackamas County

CONSTRUCTION MANAGER,
Walsh Construction Co./Oregon

By _____

By _____

Title _____

Title _____

Date _____

Date _____

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT EARLY WORK
AMENDMENT #1**

This Early Work Amendment #1 ("Amendment") to the below identified Agreement is made this October 10th, 2019 between Housing Authority of Clackamas County ("Owner") and Walsh Construction Co./Oregon ("Construction Manager").

WHEREAS the standard form of Agreement between the Owner and the Construction Manager as Constructor (A133-2009, as modified) is dated July 2nd, 2019 ("Agreement") and governs the Work to be furnished to the Owner by the Construction Manager on the Hillside Manor project ("Project");

AND WHEREAS the Owner and the Construction Manager (collectively, the "Parties") wish to perform certain portions of the Work prior to the execution of the Guaranteed Maximum Price Amendment;

NOW, THEREFORE, in consideration of mutual promises and benefits, the Parties agree to the following:

1. The Contractor shall perform the following portions of the Work, pursuant to Section 2.1.10 of the Agreement;

Execution of a subcontract (attached hereto) for \$500,442 with Otis Elevator Company ("OTIS") for elevator modernization.

2. Subject to Section 2.1.10 of the Agreement, the Early Work Price is a lump sum of \$534,902, payable as follows.
 - 35% of the Early Work Price is due and payable upon execution of this Early Work Amendment.
 - 35% of the Early Work Price is due and payable on 4/1/2020.
 - The balance of the Early Work Price will be paid via the Application for Payment process established in Article 9 of AIA Document A201-2017.
3. The Early Work Price is comprised of the following.
 - \$500,442 – Subcontract Sum
 - \$18,767- Fee
 - \$8,100 - Insurance
 - \$3,665 - Bond
 - \$3,929 – Student Success Act Tax (House Bill 3427)
4. Owner consents to the award of the subcontract to OTIS pursuant to Section 5.2.3.10 of AIA Document A201-2017. As required by OAR 137-049-0690(5)(k)(B), written justification is attached hereto and acknowledged as sufficient by Owner.

This Amendment may be executed in separate counterparts, each of which so executed and delivered shall be deemed an original, and all of which taken together shall constitute one agreement between Parties.

Except as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**Housing Authority of
Clackamas County**

**Walsh Construction
Co./Oregon**

Signature

Printed Name

Date



DAN JOHNSON
DIRECTOR

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

October 24, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Supporting the Sunrise Gateway Corridor to Improve
Transportation Alternatives, Increase Safety, Reduce Congestion, and Anticipate
Equitable Economic and Residential Growth for the Region

Purpose/Outcome	Approval of this resolution expresses support for transportation improvements to the Sunrise Gateway Corridor
Dollar Amount and Fiscal Impact	N/A
Funding Source	The Sunrise Gateway Corridor is a part of the county's state and federal legislative agendas for 2019
Duration	Effective immediately if approved
Previous Board Action/Review	The Board requested a draft resolution and approved the draft language on Tuesday, October 15, 2019
Counsel Review	Reviewed and approved by County Counsel on October 15, 2019
Strategic Plan Alignment	<ul style="list-style-type: none">• Build a Strong Infrastructure• Grow a Vibrant Economy
Contact Person	Dan Johnson, (503) 742-4325

BACKGROUND:

The Sunrise Gateway Corridor remains Clackamas County's top local and regional transportation priority. As part of the County's Strategic Plan to secure "state, federal, and/or regional funding" for this project, a resolution of support provides staff a public facing, written resource by which to approach regional stakeholders and affirm the county's commitment to complete these needed transportation improvements.

RECOMMENDATION:

Staff recommends approval of this resolution.

Respectfully submitted,

Dan Johnson, Director
Department of Transportation and Development

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

A Resolution Supporting the Sunrise Gateway Corridor to Improve Transportation Alternatives, Increase Safety, Reduce Congestion, and Anticipate Equitable Economic and Residential Growth for the Region.



Resolution No. _____
Page 1 of 2

WHEREAS: Phase I of the Sunrise Gateway Corridor from I-205 to 122nd Avenue was completed on June 30, 2016.

WHEREAS: The Sunrise Gateway Corridor supports 42,900 average daily trips and has segments of Highway 212 in the top 10% (most dangerous) of the Oregon Department of Transportation's safety priority ranking system.

WHEREAS: The City of Happy Valley is the fastest growing city in Oregon.

WHEREAS: By 2040, the Sunrise Gateway area is projected to increase by 14,000 new jobs and 14,000 additional housing units housing 43,000 people.

WHEREAS: Lack of holistic systems create obstacles to residents and visitors, limiting their ability to walk or bike safely to and from their residence to schools, parks and other needed services and community amenities.

WHEREAS: Highway 212/224 includes essential freight routes from I-5 and I-205 to Highway 26, which provides access to central Oregon.

WHEREAS: The Clackamas Industrial Area is home to an increasing number of the state's busiest and most critical freight distribution centers.

WHEREAS: The community cannot adequately respond to expected growth without having the transportation infrastructure to address the existing mobility barriers within the Sunrise Gateway Corridor.

WHEREAS: Proposed designs will transform Highway 212 a safer corridor that connects people to jobs and children to schools, and completes a transportation network with new pedestrian, bicycle and transit connections, and safety and access improvements.

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

A Resolution Supporting the Sunrise Gateway Corridor to Improve Transportation Alternatives, Increase Safety, Reduce Congestion, and Anticipate Equitable Economic and Residential Growth for the Region.



Resolution No. _____
Page 2 of 2

WHEREAS: Proposed design of the Sunrise Gateway Corridor will reduce greenhouse gases by .1 ton daily during the 5 p.m. to 6 p.m. peak hour, because of reduced congestion and the addition of walking, biking and transit options.

NOW, THEREFORE, the Clackamas County Board of Commissioners does hereby resolve:

1. To obtain funding for a second phase of the Sunrise Gateway Corridor, between 122nd Avenue and 172nd Avenue.
2. To work in partnership with Happy Valley, the Oregon Department of Transportation, and Metro to ensure the Sunrise Gateway Corridor resolves congestion, improves freight mobility, improves access to affordable housing, and provides multimodal transportation alternatives.
3. To communicate Clackamas County's commitment to the importance of the Sunrise Gateway Corridor as a vital component of a resilient, equitable, and regional transportation system.

DATED this 24th day of October, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

COPY

October 24, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Board Order Approving the Clackamas County Social Services Division's Title VI Civil Rights Plan for Transportation Programs

Purpose/Outcomes	Approval of Title VI Civil Rights Plan for Clackamas County Social Services' Division's transportation programs, including the Mt Hood Express and Transportation Reaching People, to comply with Federal Transit Administration requirements
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Effective upon approval until October, 2022
Previous Board Action	Approve of Title VI Civil Rights Plan for Transportation Programs by Board Resolution 2015-88
Strategic Plan Alignment	1. This resolution aligns with the strategic priority to increase self-sufficiency for our clients. 2. This resolution aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Counsel Review	County Counsel reviewed and approved this document on 7/1/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	N/A

The Social Services Division of the Department of Health, Housing and Human Services requests approval of a Title VI Civil Rights plan for transportation programs in order to comply with Federal Transit Administration requirements. Social Services Division receives funding from the Federal Transit Administration via the Oregon Department of Transportation's Rail and Public Transit Division, for its transportation programs, including the Mt Hood Express and the Transportation Reaching People program. The Federal Transit Administration requires that all recipients of federal funds complete a Title VI Civil Rights Plan specific to transportation programs to be in compliance with federal law. The plan including procedures for notifying the public of their rights, filing complaints, public participation, addressing the needs of citizens with limited English proficiency and analysis of services offered to ensure equity is considered in transportation decisions.

There is no fiscal impact to the implementation of this plan.

Respectfully submitted



Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352
www.clackamas.us/community_health

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

In the Matter of Approving the
Title VI Civil Rights Plan for
Transportation Programs Operated
By Clackamas County
Social Services Division



Resolution No. _____
Page 1 of 1

WHEREAS, the Department of Health, Housing, and Human Services' Social Services Division of Clackamas County updated a 2014-2017 Title VI Plan that was approved by the Board of Commissioners on August 6, 2015 and

WHEREAS, it further appears that the approval of a Title VI Civil Rights Plan for transportation programs operated by the Department of Health, Housing and Human Services' Social Services Division is required to continue to receive Federal Transportation Administration and Oregon Department of Transportation's' Rail and Public Transit Division funding; and

WHEREAS, it further appears that any entity wishing to continue to operate public and community based transportation programs must be in compliance with federal law regarding Title VI Civil Rights requirements.

NOW THEREFORE BE IT RESOLVED that this document serve as notification to the Federal Transit Administration and Oregon Department of Transportation's Rail and Public Transit Division of Clackamas County's approval of its Social Services Division's Title VI Civil Rights Plan and its intent to fully implement all elements of that plan as required by law.

DATED this 24th day of October, 2019

**BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON**

Jim Bernard, Chair

Recording Secretary

**Clackamas County
Social Services Division**



Title VI Civil Rights Plan

Effective 2019-2022

Teresa Christopherson
Clackamas County Social Services
2051 Kaen Road
Oregon City, OR 97045
TEL: 503-655-8640
Direct: 503-650-5718
teresachr@clackamas.us



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Introduction

Clackamas County Social Services Division (SSD) has been providing transportation services throughout the county for over 20 years. SSD currently operates two transportation programs: Transportation Reaching People and the Mt. Hood Express. SSD is also the lead agency for the Clackamas County Transportation Consortium.

The Transportation Reaching People (TRP) program is a demand response service that operates with Ride Connection owned vehicles and paid drivers as well as volunteer drivers operating personally owned vehicles and cab rides throughout the county. These services are available to seniors and persons with disabilities.

The Mt. Hood Express (MHX) is a public transit service operated between Sandy and the communities along Highway 26 to Government Camp and Timberline Lodge. The service has two elements. The Express service is a commuter service that provides six to seven runs daily between Sandy and Timberline with limited stops. The Villages Shuttle provides point deviated fixed route services in the Villages at Mt Hood area between Sandy and Rhododendron. These services are open to the general public.

SSD is the lead agency in a partnership called the Clackamas County Transportation Consortium. Senior and community centers in Sandy, Molalla, Estacada, Hoodland, Milwaukie, Oregon City, Gladstone, Lake Oswego, and Canby partner to provide demand response services in their communities. Consortium members provide rides in Ride Connection or center owned vehicles with paid drivers or dispatch volunteers from the TRP program. These services are available to seniors and persons with disabilities.

Looking toward the future, Clackamas County will be receiving funds from the State Transit Improvement Fund (STIF). HB2017 approved a payroll tax on all employees that will be used to fund public transit projects. All future transit projects funded under this new source will be conducted in compliance with Title VI requirements and will be included as part of this plan.

Purpose

Clackamas County Social Services Division (SSD) is deeply committed to providing equitable, nondiscriminatory, and accessible transportation services in all of its programs and to maintaining the highest standards of customer service with all of the communities it serves.

All services are provided in full compliance with FTA Title VI requirements and regulations in order to carry out the provisions of the Department of Transportation's (DOT) Title VI Regulations at 49 CFR Part 21. SSD's Title VI plan will outline the elements of compliance with applicable rules and regulations.

Requirements

Title VI Notice to the Public

SSD posts the following notice in its main lobby, in all vehicles operated by SSD and its partners, and on the county and MHX websites.

Clackamas County operates its programs without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity or any other characteristic protected by law in accordance with Title VI of the Civil Rights Act, ORS Chapter 659A or other applicable law. To request additional information on Clackamas County Title VI nondiscrimination requirements or to file a complaint, please call (503) 655-8640 or email

SocialServiceInformationComplaint@co.clackamas.or.us

Clackamas County respeta los derechos civiles Clackamas County opera sus programas sin importar la raza, edad, religión, color, sexo, país de origen, discapacidad física o mental, estado civil o de veterano, orientación sexual, identidad de género ni cualquier otra característica protegida por la ley de acuerdo al Título VI de la Ley de Derechos Civiles, ORS Capítulo 659A o cualquier otra ley aplicable. Para solicitar información adicional sobre el Título VI de Clackamas County, los requisitos de no discriminación, o para presentar una queja; favor de llamar al: (503) 655-8640 o por correo Electrónico a

SocialServiceInformationComplaint@co.clackamas.or.us

Округ Клакамас соблюдает гражданские права Округ Клакамас предлагает услуги своих программ независимо от расового происхождения, возраста, вероисповедания, цвета кожи, пола, национальности, физических или психических функциональных нарушений, семейного положения или статуса ветерана войны, сексуальной ориентации, идентификации пола и любых других характеристик, подлежащих защите от дискриминации в соответствии с разделом VI закона США «О гражданских правах» и (или) разделом 659A свода законодательных постановлений правительства штата Орегон, а также предусмотренных любыми другими применимыми законами. Чтобы запросить дополнительную информацию о наших требованиях недискриминации в Разделе VI или подать жалобу, пожалуйста, звоните (503)655-8640 или по электронной почте SocialServiceInformationComplaint@co.clackamas.or.us

Title VI Complaint Procedure

Any person who believes that he or she has been discriminated against on the basis of race, color, national origin, or any other characteristic protected by law by Clackamas County Social Services Division (SSD) may file a Title VI complaint by completing and submitting a Title VI Complaint form. This form, attached as part of Appendix A, is available to county staff on the SSD intranet. SSD investigates all Title VI complaints received no more than 180 days after the alleged incident. SSD will process complaints that are complete. If an individual is unable to complete the form for any reason, a verbal complaint will be filed on the individual's behalf and appropriate assistance will be rendered by staff to assist in obtaining the necessary information, including providing translation or interpretation services (see SSD Grievance procedure included as part of Appendix A and LEP policy in Appendix B).

Once a complaint is received, SSD will review the complaint to determine if SSD has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by SSD.

SSD has 30 days to investigate the complaint. If more time is needed to resolve the case, SSD may contact the complainant. The complainant has 10 business days from the date of the request for additional information to respond to the investigator. If the investigator does not receive the requested information within 10 business days, the investigator can administratively close the case. A case can be administratively closed if the complainant no longer wishes to have the case reviewed.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days after the date of the LOF to do so.

Clackamas County also has a Title VI plan for the entire scope of county services. The plan and complaint forms can be found on the county website:

<https://www.clackamas.us/diversity/titlevi.html>

Complaints may also be filed directly with Clackamas County:

Civil Rights Coordinator
Clackamas County, County Administration,
2051 Kaen Rd., Suite 450, Oregon City, OR 97045
edi@clackamas.us
503-655-8581

Complaints may also be directly filed with the Federal Transit Administration:

FTA Office of Civil Rights
1200 New Jersey Ave. SE
Washington DC 20590
www.fta.dot.gov/contact-us.html

TTY: 1-800-8778339
Voice 1-866-377-8642
VCO: 1-877-877-6280

Transit Related Title VI Investigations, Complaints and Lawsuits List:

Clackamas County Social Services Division (SSD) will maintain a complete log of all Title VI complaints received related to transit civil rights complaints. This list will be submitted to Oregon Department of Transportation Rail and Public Transit Division on an annual basis.

The log will include the following elements:

- Date of complaint
- Summary of allegation(s)
- Actions taken in response to the complaint
- Final outcome (if resolved)

The log will include the following:

- Active investigations by the FTA, SSD or other entity based on race, color or national origin discrimination allegations
- Lawsuits based on race, color or national origin discrimination allegations
- Complaints naming SSD which are based on race, color or national origin discrimination allegations

The log is included as Appendix C.

Public Participation Plan

Clackamas County Social Services' governing board, the Clackamas County Board of County Commissioners, typically meets on a weekly basis. Their weekly agenda is published online and made available in other formats as requested. These meetings follow public meeting law and are open to the public.

SSD's four advisory boards, the Community Action Board, the Area Agency on Aging Advisory Council, the Developmental Disabilities Advisory Board and the Veterans Services Advisory

Council, all meet on a monthly basis. Information about these meetings, including agenda items related to transportation services, is published online and available in alternate format upon request. These meetings are open to the public and public attendance and comment is welcome and encouraged.

In addition, Clackamas County has formed a new advisory committee specifically to address new funding for public transit as a result of HB2017 (State Transit Improvement Fund "STIF"). The new committee, the HB2017 Transit Advisory Committee, has been approved under an agreement with Clackamas County, City of Canby, City of Sandy, South Clackamas Transportation District and the City of Wilsonville. This group will provide recommendations to TriMet as the Qualified Entity for Clackamas County for transit projects to be approved for STIF funding. The group includes representatives from transit providers, as well as members representing seniors, low income households, persons with disabilities, and educational institutions. The meetings follow public meeting law and are open to the public. Meetings also include time for public comment.

SSD welcomes public comment and participation for all of its programs. In addition to the steps taken in regards to our governing board and advisory boards, we also provide multiple opportunities for public participation. Strategies we have used in the past include open houses, participation in public events and meetings, surveys, and press releases.

Specific projects or changes to service will each have a public participation plan associated with that process. For example, a proposed time change on a route on the Mt Hood Express will include a plan to provide public input including but not limited to: presenting the plan for feedback at a Villages at Mt Hood meeting and at the Sandy Transit Advisory Committee, publishing information about the proposed change and how to submit feedback in the local newspaper, posting the information on the MHX website and on the MHX Twitter account, and outreach through a variety of events to the general public and to partner agencies, including the informal Mt Hood Transit Advisory group. All public outreach strategies include compliance with our LEP policies (see Appendix B) as well as SSD's Accessibility Policy (also contained in Appendix B) to provide full access to all members of the public.

To review the public participation plan for a particular project or service change, please contact the Administrative Services Manager, at 503-650-5718.

Language Assistance Plan

Four Factor Analysis

Factor 1. Demography: Clackamas County is located in the heart of the Metro region with both urban and rural areas spread over 1,800 square miles. According to the 2010 Census report population in Clackamas County was 375,992 and expected to increase to over 416,000 by 2018. The population above the age of 65 makes up approximately 11% of the total population.

According to the U.S. Census Bureau 2013-2017 American Community Survey, 5.8% of Clackamas County residents five years and older speak Spanish or Spanish Creole and 12.1% speak languages other than English. The most common broad based non-English languages spoken are Spanish (22,019 speakers), Indo-European (12,348 speakers) and Asian and/or Pacific Island (10,153 speakers). Of our residents, 4.2% speak English “less than well.”

Factor 2. Frequency: The U.S. Census Bureau data identified Spanish as the most prevalent language spoken by LEP individuals in Clackamas County. The data further reveals that LEP individuals comprise of 4.4% or less of the County’s population. Language services are available upon request to any persons utilizing the transportation option.

Periodic surveys of transportation clients of the Mt Hood Express (MHX) and Transportation Reaching People (TRP) document the minority populations that utilize these transportation services. In 2018, the MHX reported 79.37% white/Caucasian 9.52% Hispanic/Latino, 10.32% Native American/American Indian, 3.17% Black/African American and 7.14% other ridership. During FY18, TRP reported 1.2% African American, 1.1% American Indian, 2.3% Asian and 1.9% Hispanic riders for their service.

Factor 3. Importance: Transportation is an essential resource for our citizens to be able to get to work, school, medical appointments and other needed services. Our programs are designed to provide an enhanced level of transportation service in the communities we serve. Through outreach, we encourage individuals and families to participate in various programs offered by SSD, including transportation. Outreach activities range from press releases about programs, attendance and participation in community events and providing information to various partner organizations who work with specific populations.

Factor 4. Resources: Clackamas County Social Services has provided translation and interpretation services for its clients and customers for many years. The policy and procedure associated with these services is included in the Limited English Proficiency Plan included as Appendix B. This plan is reviewed and amended as needed by the SSD management team on an annual basis or more frequently if needed. All staff members are required to follow the policies and procedures outlined in the plan. Any customer requesting interpretation or translation services will be provided those services free of cost. Information about obtaining interpretation or translation services is posted on websites and in our lobby.

For fixed route services, schedules are available in Spanish on the website and made available at all schedule distribution locations. The schedules include information about how to contact both the contractor and SSD for reasonable accommodations, including interpretation and translation services. For example, Clackamas County has translated schedules into Braille to meet the needs of several riders.

Minority Representation Table

Governing Body: Clackamas County Social Services Division is governed by the Clackamas County Board of County Commissioners, a publicly elected board.

Advisory Boards: SSD maintains four appointed advisory boards. Membership in the board is confirmed by the BCC. All board members will be asked to complete a Title VI Minority Representation Data Collection Form each September during the new fiscal year board orientation. The Clackamas County website lists all the advisory boards and what each board is responsible for on the County Website. Many of the boards advise that all are welcome, and each board advises to contact Clackamas County for additional information. As a whole the County encourages everyone to be an active participant in County lead programs. Please refer to Appendix D for the Data Collection form and the summary of minority representation table. This table will be updated annually.

Facility Location Equity Analysis

Clackamas County Social Services Division will complete a fully compliant Title VI Equity Analysis during the planning phase of a project to ensure a location is selected in a non-discriminatory manner.

Fixed Route Service Standards

Vehicle Load Standards

For the Mt Hood Express, the average of all loads during the peak operating period does not exceed the vehicles achievable capacities. The Express service is operated using buses with 37 seats and two wheelchair stations with a maximum of **nine** standees. The Villages shuttle service is operated with cutaways with 16 seated and two wheelchair stations with a maximum of **four** standees.

Standing passenger capacity is based on the weight capacity of the bus and is roughly one quarter the amount of seated capacity.

Vehicle Headway Standards

The Villages Shuttle operates four runs per day during seven days per week in the morning, early afternoon, late afternoon and evening. These times were designed to provide maximum flexibility to local residents seeking services within and outside the service area.

The Express services provides seven runs seven days per week between the hours of 5am and 9pm and provides one additional run during the winter season (December-March) that extends service time to 11:15pm. Service times are variable throughout the day but are designed to provide a gap in service of no more than 2.5 hours during the day.

Scheduling has involved consideration of a variety of factors including ridership and projected use, jobs access, connections to the Sandy Area Metro and TriMet service, and feedback from

the public and various community partners. All schedule changes will be evaluated to determine their impact on various populations and this documentation will be maintained in program files.

On-Time Performance Standards

The Mt Hood Express expects a minimum of 95% on time performance on both the Express service and the Villages Shuttle. On-time performance is considered completion of an established run no more than 5 minutes early or 10 minutes late. On time performance measures are reported monthly and are included in monthly performance statistics.

Variations such as construction activities and inclement weather may negatively impact performance standards. These issues are noted as part of the monthly reports.

Service Availability Standards

The Express service has used the following standards to determine the location of its limited stops: near a population center, proximity to a park and ride location and either recreational or employment destination. In addition, safety considerations around the ability of a transit coach to safely enter and exit the stop are included.

The Villages Shuttle is a point deviated service. Its stops have been established based on the following criteria: near a population center, proximity to employment and community services and the safety of the stop location. In addition, the Villages Shuttle will deviate up to $\frac{3}{4}$ of a mile from its route to pick up residents closer to their homes. It will also do flag stops on its regularly scheduled route. Information on how to request these and other reasonable accommodations is on the website and included in the schedule.

Vehicle Service Assignments

The Villages Shuttle service is provided with cutaway buses due to the need to provide fixed route service and deviate on rural roads which may be narrow or require greater maneuverability. The Express service is provided with medium duty buses. These buses do not require the same level of maneuverability and also allow for the greater ridership on The Express line. With a limited fleet, these are the only two options available to provide service.

Transit Amenities Policy

Installation of transit amenities at fixed route stops is based on a variety of factors, including ownership of the property on which the stop occurs, right of way along Highway 26 and the frequency of use of the stop by riders. The evaluation of the installation of additional amenities will continue to take into account all of these factors.

Appendix A

Title VI Complaint Form

Clackamas County Social Services Division Policy 5.D: Citizen Consumer Grievance Process

Clackamas County Social Services Title VI Complaint Form

Title VI of the Civil Rights Act of 1964 states “No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Title 42 U.S.C. Section 2000d

Please provide the following information necessary in order to process your complaint. A formal complaint must be filed within 180 days of the occurrence of the alleged discriminatory act. Assistance is available upon request. Please contact Clackamas County Social Services at 503-655-8640.

Complete this form and return to:

**Clackamas County Social Services Division
Attn: Administrative Services Manger
2051 Kaen Rd. Oregon City, OR 97045
teresachr@clackamas.us
FAX: 503-655-8889**

Complainants Name: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Telephone Home: _____

Telephone Cell: _____ Email Address: _____

Person (s) Discriminated Against (if other than complainant):

Name: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Telephone Home: _____

Telephone Cell: _____ Telephone Work: _____

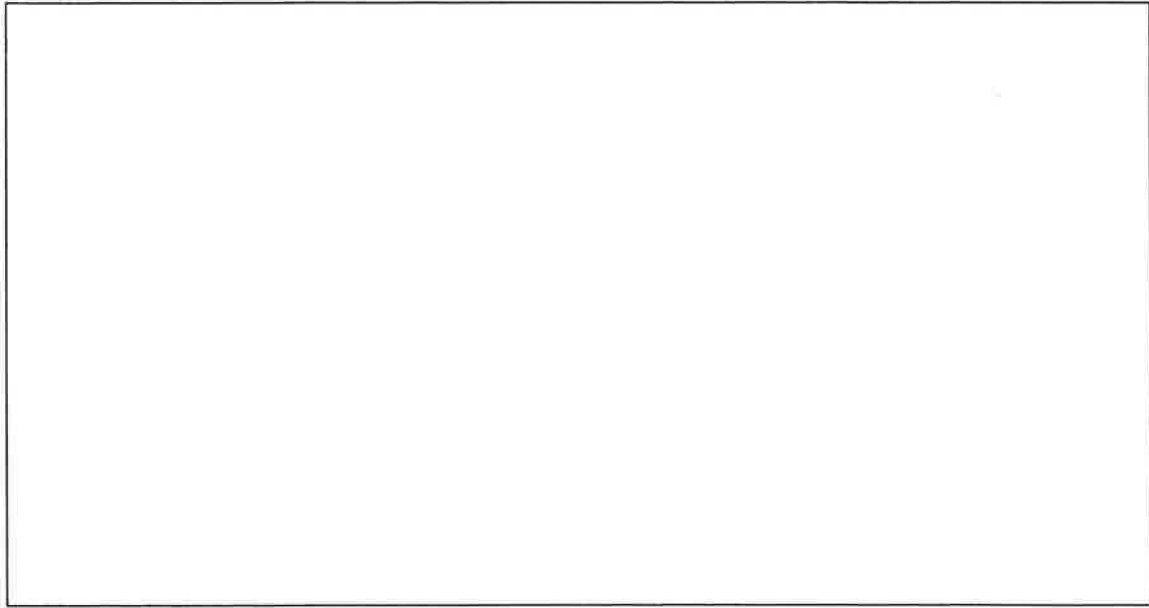
On which of the following is the discrimination based?

Race Color National Origin Other

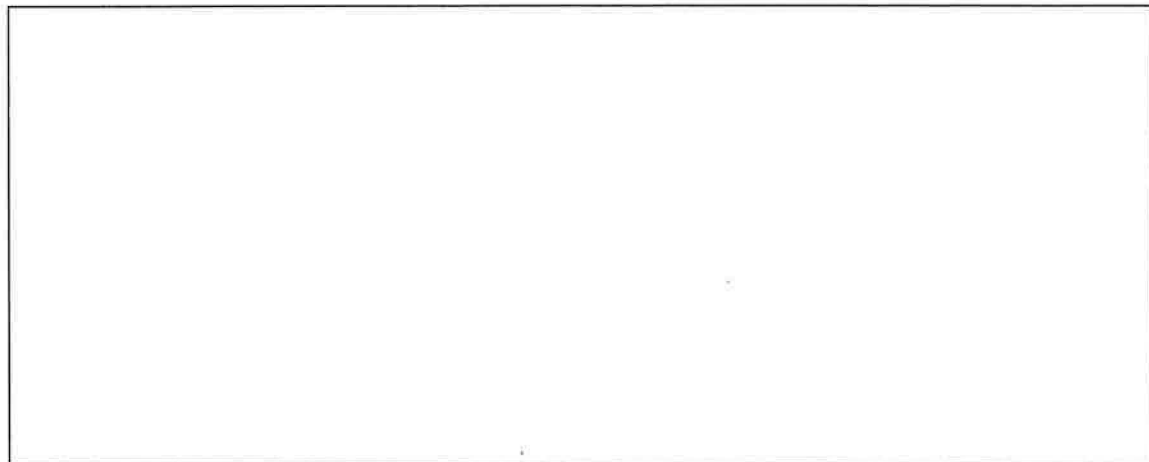
Date of Alleged Discrimination: _____

Location: _____ Agency or person who was responsible for alleged discrimination: _____

Describe the alleged discrimination. Explain what happened and whom you believe was responsible (for additional space, attach additional sheets of paper to this form).



How can this complaint be resolved? How can the problem be corrected?



Please sign and date. The complaint will not be accepted if it has not been signed. You may attach any written materials or other supporting information that you think is relevant to your complaint.

Signature

Date

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION

SECTION: ADMINISTRATIVE MANUAL
**5. CLIENT AND CONSUMER
CONFIDENTIALITY AND RIGHTS**

SUBSECTION: 5.D
TOPIC: Citizen Consumer Grievance Process

DATE: March 29, 2000
Revised July, 2007
Revised June, 2015

Citizen Consumer Grievance Process Clackamas County Social Services Division

Clarification Statement –

- The procedure for complaints where **discrimination** is alleged is covered in Section 5.E of this manual.
- If a client would like to appeal a **denial of service or benefits determination**, he or she should speak to the individual with whom s/he has been working for information on the specific hearings or appeal process.

Philosophy Statement – Clackamas County Social Services prides itself on the excellent work performed by the staff of the agency. However, from time to time complaints are made and can be a natural result of being a visible, active organization providing service to the public. In order to provide quality services and meaningful opportunities for the elderly, persons with a disability and low-income residents of Clackamas County, we must be aware of any concerns about the programs and services we provide, take all complaints seriously, and have a consistent procedure for responding to complaints.

In addition, everything CCSS does should be conducted consistent with our values:

- All participants (clients; board, committee and task force members; volunteer and paid staff, contract agencies and other organizations; the general public) shall be treated with dignity and respect.
- Anticipation, responsiveness, and innovation is expected in working with each other on the needs of the elderly, persons with a disability and low income people of Clackamas County.
- An open environment, one that is non-bureaucratic and accessible is expected; participants will have multiple opportunities to be involved in decision making (except as relates to legitimate confidential matters).
- The assessment, assurance, and enhancement of quality will take place at all levels.

All applicants or program participants have the right to contest any decision that denies or limits eligibility of the applicant or participant or that terminates or modifies benefits and request a review. Grievances regarding eligibility or benefits should be submitted within 60 days of the denial, limitation, modification or termination of benefits. All grievances regarding eligibility and benefits will be referred to the formal grievance procedure. CCSSD will provide required notification to the appropriate state or federal funder of any grievances regarding eligibility or benefits for their funded programs within 10 days of the submission of the grievance. The appropriate agency and the applicant or program participant will be notified in writing within 10 days of the decision. Certain programs may have additional requirements and those will be addressed as part of the grievance process by management.

Procedure:

The preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive and timely way. While the informal process is preferred, it is also necessary to make available a formal grievance process if the complaint cannot be solved informally.

Informal Procedure

1. When staff or volunteers receive a complaint, they should encourage the consumer to talk directly to the staff person with whom the consumer had the interaction. This includes asking the consumer whether they have talked with the staff person involved. If the consumer has not talked directly to the staff person involved and is willing to, the person receiving the complaint should take the name and phone number of the consumer. The consumer should be advised that the staff person responsible will call the consumer within one working day or when the staff person will be available. It is the responsibility of the staff person first receiving the complaint to inform the staff person responsible for the activity about the pending complaint. It is preferable that consumers not be passed from one staff person to another in order to have their complaint heard.

If the consumer is unwilling to discuss the issue directly with the staff person involved, the person taking the call will take the name and phone number of the consumer and advise him/her that the program manager will call within one working day or when the manager is available. It is the responsibility of the person taking the call to inform the program manager about the complaint and the need to follow up with the consumer.

2. When staff receive a complaint about an activity for which they are responsible they should try to resolve the problem as follows:
 - treat the complaint seriously,
 - listen carefully and ask the consumer to explain his/her concerns and expectations,
 - discuss possible solutions with the consumer,

- inform the consumer of what action will be taken or why no action is necessary or possible.

This may require more than one conversation.

3. If the consumer is not satisfied with the resolution, or insists on talking to the program manager initially, the staff person should refer the consumer to the program manager. The staff person will make the manager aware of the pending complaint. The program manager will try to resolve the issue as follows:
 - treat the complaint seriously,
 - listen carefully and ask the consumer to explain his/her concerns and expectations,
 - ask the staff person directly involved for his/her information on the situation,
 - involve the consumer and staff in the process of discussing possible solutions, if appropriate,
 - inform the consumer and staff of what action will be taken or why no action is necessary or possible.
4. If the consumer is still not satisfied the program manager will refer the person to the Director. The Director will be advised of the referral and the program manager will provide a brief summary of the situation. This will allow the Director to begin to take any appropriate steps and/or follow-up with concerns.
5. If, after discussing the issue with the Director, the consumer is still not satisfied, the consumer will be informed of the formal grievance process. The consumer will be asked to complete a *Consumer Complaint/Grievance Form*. **(To view or use this form, select it from the Forms folder on Trillium Net.)** This can be done over the phone, in person, or through the mail.

Note: If the consumer chooses to go first to the program manager or Division Director, the informal process as described here will normally still be used. The program manager or Division Director will refer the consumer to the appropriate staff person according to the informal process before initiating the formal process. If the consumer insists on discussing the issue with a manager, the process will start with the manager.

Formal Grievance Procedure

1. The formal grievance procedure consists of a meeting between the consumer, the program manager and the CCSS Director. The contact to schedule this meeting will take place within two working days of receiving the written Consumer Complaint/Grievance Form. If a consumer is unable to complete a written form, a verbal complaint can be the basis for scheduling a meeting.
2. All facts will be considered at this meeting with information being provided from both the consumer and the staff. The program manager and CCSS Director will

document the results of the meeting on the *Consumer Complaint/Grievance Form*. The consumer will accept or reject the decision and sign the form. The consumer will also receive a copy of the form. If the decision is not made at the time of the meeting, a letter or a copy of the Consumer Complaint/Grievance Form will be sent to the consumer within 10 days of the meeting informing the consumer of the outcome.

3. A copy of all Consumer Complaint/Grievance Forms, any letters or other correspondence, and the log of complaints received by the CCSS Director will be kept as per the county's retention schedule.

Appendix B

Clackamas County Social Services Division Policy 5.H: Limited English Proficiency

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION

ADMINISTRATIVE MANUAL

SECTION: **5. CLIENT AND CONSUMER
CONFIDENTIALITY AND RIGHTS**

SUBSECTION: **5.H**

TOPIC: **Communication with Clients with Limited
English Proficiency and Low Literacy**

DATE: **April 29, 2015**

POLICY:

Clackamas County Social Services Division (SSD) is committed to providing meaningful access, communication, and equal opportunity to participate in services for persons with Limited English Proficiency (LEP), Low Literacy (LL), and their authorized representatives. This is assured through the provision of language assistance, the translation of vital documents, and staff trained to identify and assist LEP and LL clients.

Language assistance will be provided through the use of competent bilingual staff, staff interpreters, and contracted interpreters. LEP clients and their representatives will be informed by staff of the availability of these services which are offered free of charge. SSD will monitor changes in demographics, types of services provided, and other factors that might necessitate reevaluation of or revision of this policy or its procedures.

Clients have the right to be served in their preferred language. Staff members should refrain from making assumptions based on their own perceptions of a client's English fluency. Many people can speak enough English to carry on basic conversations but may not understand English well enough to receive equal access to services if those services are only provided in English.

PROCEDURES

1. **Determining Linguistic Needs**

A. Language Needs Assessments – SSD will annually assess demographics and language needs of the individuals eligible for its programs. This will be done by conducting an annual assessment of at least:

1. Annual data collected for each program, including demographic data
2. US Census Data for Clackamas County
3. School District demographic data:

<http://www.ode.state.or.us/sfda/reports/r0067Select.asp>

2. **Providing Notice to LEP Clients**

Notice to LEP clients of free language assistance will be provided through written notice in languages the LEP consumer will understand. Notices and signs will inform consumer in intake areas and other points of entry. Multi-language “I Speak...” cards will be posted at reception and will be available to staff on request.

3. **Points of Contact Requiring LEP and LL Services**

SSD will provide LEP and LL services at all points of client contact, including at the Public Services Building.

4. **LEP, LL and other Resources**

- A. Telephone translation services are available. Instructions on how to access Language Line are available on Trillium under Information and Resources/Communication Aids.
- B. Interpretation and Translation services are also available. A complete list of service providers is available on Trillium under Information and Resources/Interpretation and Translation.
- C. In addition, services for persons with impaired vision or hearing can be found on Trillium under Information and Resources/Communication Aids.

5. **Identifying LEP Persons and Their Language**

A. In-person Communication

1. Multi-language identification cards or "I speak"" cards are available at the reception counter or by requesting from support staff.

B. If the LEP person does not read or recognize any of the languages included in one of the methods described above, SSD shall immediately use a telephone interpreting service to identify the individual's primary language. Upon identification of the LEP person's primary language, the staff member will provide language assistance services as needed.

C. Telephone Communication When a staff person places or receives a telephone call and can determine the language spoken by the person on the line:

1. The staff member will ensure that language assistance will be provided pursuant to this policy. If staff cannot determine the language spoken by the person on the line, a telephone interpreter service provider will be immediately contacted to make an assessment of the language spoken by the other party and to assist the other party as specified in this Agreement.

D. Written Translations

1. SSD shall have vital documents translated into the most frequently spoken languages based on the Analysis conducted in 1.A.
2. SSD will provide translation of written materials at no cost to clients, as well as written notice of the availability of free translation for LEP clients.
3. The primary language of each LEP applicant or participant shall be documented in a conspicuous location in the individual's record to alert staff that language assistance services must be provided.

6. Identifying LL Persons

A. In-person Communication

1. Verbal and visual signs – sometimes people with low literacy, embarrassed by the limitation, may try to evade having to read and/or write something. Clues such as the following may, by themselves or with other clues, help identify a person with low literacy:
 - a. “I left my glasses at home” – This phrase, whether from a low literacy client or not, suggests the following assistance might be necessary:
 - i. Important documents will likely need to be read to the client to be understood.
 - ii. Responses to fields and questions on forms will likely need to be filled in by staff.
 - b. “I don’t write very well.” – this will likely require a staff member to interview the client to fill in responses to needed information on forms.
 - c. The client takes only a passing glance at a lengthy and detailed document. This might suggest the following actions:
 - i. A brief verbal summary of the document by staff followed by questions/statements such as:
 1. “It is important that you understand this, is there a method you would prefer to receive this information?”
 2. “Do you have any questions about this information?”
 - d. If directed to printed material in response to a request for information, a client instead continues to ask different staff member’s questions, this could suggest a lack of comfort with the printed material. Asking the client if help is needed or if he/she has any questions is probably sufficient.

7. Obtaining a Qualified Interpreter

- A. SSD will maintain an accurate and current list of bilingual staff and staff interpreters including their name(s), phone number and hours of availability.
- B. If no qualified staff exists, a qualified outside interpreter will be contacted.
- C. Such interpreters shall provide linguistically appropriate services, be capable of communicating in both English and the primary language of the client, and be able to interpret information effectively. Interpretation services shall be sufficient for the provider to be able to understand and communicate with the client regarding his/her health care needs, respond to client questions and concerns and communicate instructions to the client.
- D. The LEP client may request to have a friend or family member act as interpreter. These requests will be considered after the LEP client has understood that interpreter services are being offered without charge (staff

will document the offer and response in the person's file). If the LEP client persists in requesting his/her friend or family member their competency to interpret, ability and willingness to protect confidential information, and any potential conflicts of interest must be considered. If the friend or family member is not competent or appropriate for any of these reasons, interpreter services will be provided.

- E. Minor children and other clients of SSD services will not be used to interpret in order to ensure confidentiality of information and accurate communication.
- F. SSD shall assure that the provision of interpreter services are culturally appropriate, i.e., demonstrate both awareness for and sensitivity to cultural differences and similarities, and the effect of those on the health care of the consumer.

8. **DEFINITIONS**

Limited English Proficiency (LEP) – Someone for whom English is not the native language and with sufficient difficulty speaking, reading, writing, or understanding English that he/she lacks the ability to fully participate in American society.

Low Literacy (LL) – Someone with a limited ability to read, write, and speak in English and who lacks the ability to compute and solve problems well enough to fully develop her/his knowledge and potential

Appendix C

Log of Title VI Complaints

Title VI Complaints Log: Clackamas County Social Services Division

This log will be updated on an annual basis and submitted to ODOT for any complaints received from 2014 to 2017

	Date (MM/DD/YY)	Summary (include basis of complaint: race, color, national origin, or other)	Status	Action(s) Taken
2014-2017				
Investigations				
Lawsuits				
Complaints				

Appendix D

Title VI Minority Representation Data Collection Form

Minority Representation in Advisory Boards

Title VI Minority Representation Data Collection Form

The following letter is included as part of new member orientation packets.

Date: _____

As Clackamas County Social Services Division is a recipient of Federal funds, we are required under Title VI of the Civil Rights statute to ascertain the racial/ethnic make up of any non-elected boards, commissions, councils, etc.

Data from this section is used for statistical and reporting purposes. The information may be subject to disclosure under federal or state law or rule.

Anti-Discrimination Notice

Clackamas County operates its programs without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity or any other characteristic protected by law in accordance with Title VI of the Civil Rights Act, ORS Chapter 659A or other applicable law.

We invite council members to voluntarily self-identify their race/ethnicity in order for use to comply with FTA Title VI regulations. This information will be used according to the provisions of applicable federal and state laws, executive orders and regulations, including those requiring the information be summarized and reported to the federal government for civil rights enforcement policies.

If you chose to voluntarily self-identify, please mark the one box describing the race/ethnicity category with which you primarily identify.

- Asian or Pacific Islander
- Black (not of Hispanic origin)
- Hispanic/Latino
- American Indian or Alaskan Native
- White (not of Hispanic origin)

Thank you for your participation. If you need additional information about our Title VI program, please contact Teresa Christopherson at 503-650-5718.

Sincerely,

Brenda Durbin, Director

Clackamas County Social Services Division

Advisory Board Minority Representation

Body	Asian or Pacific Islander	Black (not of Hispanic origin)	Hispanic/Latino	American Indian or Alaskan Native	White (not of Hispanic origin)
Clackamas County Population (2010 Census)	4.4%	0.9%	8.4%	0.7%	82.7%
Community Action Board					100%
Area Agency on Aging Advisory Council	5%			0%	95%

October 24, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Local Grant Agreement with Todos Juntos to provide
Kindergarten Readiness Partnership & Innovation Services**

Purpose/Outcome	Todos Juntos will implement JumpStart, a kindergarten readiness program, community-based workshops and community events to families with children ages 0-6 to increase the readiness for pre-kindergarten children in Clackamas County Oregon Trail and Estacada School Districts.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$99,711. No County General Fund involved and no match required.
Funding Source	State of Oregon, Dept of Education through its Early Learning Division
Duration	October 1, 2019 to June 30, 2020
Previous Board Action/Review	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel reviewed and approved this document on September 26, 2019.
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9473

BACKGROUND:


The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Grant Agreement with Todos Juntos to provide community and school partnerships and innovations that result in measureable increases in readiness for kindergarten children ages 0-6 in rural areas of Clackamas County.

This Grant Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on June 30, 2020. This Agreement has a maximum value of \$99,711.

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9473	
Program Name: <i>Kindergarten Readiness Partnership & Innovation Program</i> Program/Project Number: 9473	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <u>Todos</u> <u>Juntos</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: <i>Larry Crumbaker</i>	Program Manager: <i>Chelsea Hamilton</i>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 larrycru@clackamas.us	Children, Family & Community Connections 150 Beaver Creek Rd. Oregon City, OR 97045 (503) 650-5682 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: <i>Eric Johnston</i>	Program Representative: <i>Shawna Johnston</i>
Todos Juntos PO Box 645 Canby, OR 97013 503-544-1513 ejtodosjuntos@comcast.net	Todos Juntos PO Box 645 Canby, OR 97013 503-341-3381 shawnaj@todos-juntos.net
FEIN: 93-1308023	

RECITALS

1. Todos Juntos (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide community and school partnerships and innovations that result in measurable increases in readiness for kindergarten children ages 0-6 in Clackamas County Oregon Trail & Estacada School Districts.
2. SUBRECIPIENT will implement JumpStart kindergarten readiness programming and community-based playgroups, story times, evening family activities and engagement events, and kindergarten readiness workshops for families with preschool and kindergarten aged children in rural areas of Clackamas County as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local SUBRECIPIENT Agreement, the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A-1: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the State of Oregon, Early Learning Division Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to the COUNTY. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$99,711**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with the State of Oregon acting by and through its Department of Education, Early Learning Division.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D-1: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2020), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. General Agreement Provisions

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to

the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Network Security and Privacy Liability.** SUBRECIPIENT must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which SUBRECIPIENT (or its business associated, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII") in any format, including coverage for accidental loss, theft, unauthorized disclosure or use of Agency data.
- 5) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 6) **Directors & Officers Liability.** Directors, officers and organization liability insurance covering the SUBRECIPIENT's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight – including improper oversight and/or use of Grant Funds and donor contributions – with a combined single limit of no less than \$1,000,000 per claim.
- 7) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 8) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's

employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 9) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 10) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 11) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 12) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 13) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 14) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail

return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SUBRECIPIENT

Todos Juntos
PO Box 645
Canby, OR 97013

CLACKAMAS COUNTY

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

By: 
Eric Johnston, Executive Director

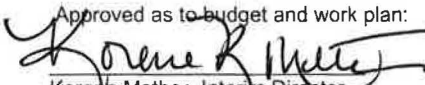
Signing on behalf of the Board:

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

Dated: 10/8/19

Dated: _____

Approved as to budget and work plan:


Korene Mather, Interim Director
Children, Family & Community Connections

Dated: 10/8/2019

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report
- Exhibit E: Program Requirements

October 24, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Grant Agreement with Immigrant & Refugee Community Organization for Kindergarten Readiness Partnership & Innovation Services

Purpose/Outcome	Immigrant & Refugee Community Organization (IRCO) will provide linguistically & culturally appropriate pre-kindergarten parent/child education classes and conduct home visits to facilitate community and school partnerships and innovations that result in measurable increases for kindergarten children in Clackamas County.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$17,500. No County General Fund involved and no match required.
Funding Source	State of Oregon, Dept of Education through its Early Learning Division
Duration	October 1, 2019 to June 30, 2020
Previous Board Action/Review	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel reviewed and approved this document on September 26, 2019.
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9478

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Grant Agreement with IRCO to facilitate a culturally responsive early learning environment where Parent-Child Interaction Groups, Parenting Groups, and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success for pre-kindergarten children in Clackamas County.

This Grant Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on June 30, 2020. This Agreement has a maximum value of \$17,500.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9478	
Program Name: <i>Kindergarten Readiness Partnership & Innovation Program</i> Program/Project Number: 9478	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <u>Immigrant and Refugee Community Organization (IRCO)</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: <i>Larry Crumbaker</i>	Program Manager: <i>Chelsea Hamilton</i>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 larrycru@clackamas.us	Children, Family & Community Connections 150 Beaver Creek Rd. Oregon City, OR 97045 (503) 650-5682 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: <i>Fritz Hirsch</i>	Program Representative: <i>Danita Huynh</i>
Immigrant and Refugee Community Organization 10301 NE Glisan NE Portland, OR 97220 971-271-6540 fritzh@irco.org	Immigrant and Refugee Community Organization 10301 NE Glisan NE Portland, OR 97220 971-271-6406 danitah@irco.org
FEIN: 93-0806295	

RECITALS

1. Immigrant and Refugee Community Organization (IRCO) (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to facilitate community and school partnerships and innovations that result in measurable increases in readiness for kindergarten children in Clackamas County.
2. SUBRECIPIENT will facilitate 1 five-session series of linguistically & culturally appropriate pre-kindergarten parent/child education classes, in Clackamas County, and conduct a home visit to each family registered for pre-kindergarten classes to help increase and assess positive caregiver interactions with pre/post assessment tools, as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local SUBRECIPIENT Agreement, the COUNTY and SUBRECIPIENT agree as follows:

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3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the State of Oregon, Early Learning Division Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to the COUNTY. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$17,500**.
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Failure to comply with the terms of this Agreement may result in withholding of payment.
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11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to

the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Network Security and Privacy Liability.** SUBRECIPIENT must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which SUBRECIPIENT (or its business associated, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII") in any format, including coverage for accidental loss, theft, unauthorized disclosure or use of Agency data.
- 5) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 6) **Directors & Officers Liability.** Directors, officers and organization liability insurance covering the SUBRECIPIENT's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight – including improper oversight and/or use of Grant Funds and donor contributions – with a combined single limit of no less than \$1,000,000 per claim.
- 7) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 8) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's

employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 9) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 10) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 11) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
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 - 13) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 14) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail

return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SUBRECIPIENT

Immigrant and Refugee Community Organization
10301 NE Glisan St.
Portland, OR 97220

CLACKAMAS COUNTY

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

Signing on behalf of the Board:

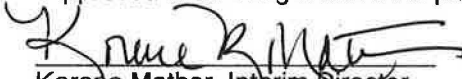
By: 
Jeff MacDonald, Acting Executive
Director

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

Dated: 10/3/19

Dated: _____

Approved as to budget and work plan:


Korene Mather, Interim Director
Children, Family & Community Connections

Dated: 10/15/19

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report
- Exhibit E: Program Requirements

October 24, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Grant Agreement with Metropolitan Family Services, Inc. to provide
Kindergarten Readiness Partnership & Innovation Services

Purpose/Outcome	Metropolitan Family Services will provide Ready Set Go! workshops in the North Clackamas area. Ready Set Go! is a culturally responsive early learning model that brings children aged 3-5 and their caregivers together in a learning environment where Parent-Child Interaction Groups, parenting groups and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$58,295. No County General Fund involved and no match required.
Funding Source	State of Oregon, Dept of Education through its Early Learning Division
Duration	October 1, 2019 to June 30, 2020
Previous Board Action/Review	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel reviewed and approved this document on September 26, 2019.
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9477

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Grant Agreement with Metropolitan Family Services to provide Ready Set Go! family workshops. Ready Set Go! is a culturally responsive-program dedicated to help transition children and their parents into kindergarten. Kindergarten Readiness programs strengthen connections and collaboration between the early care and education sector and local K-12 systems and schools to support a smooth transition into Kindergarten and lifelong success.

This Grant Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on June 30, 2020. This Agreement has a maximum value of \$58,295.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9477	
Program Name: <i>Kindergarten Readiness Partnership & Innovation Program</i> Program/Project Number: 9477	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <u>Metropolitan Family Services, Inc.</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: <i>Larry Crumbaker</i>	Program Manager: <i>Chelsea Hamilton</i>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 larrycru@clackamas.us	Children, Family & Community Connections 150 Beaver Creek Rd. Oregon City, OR 97045 (503) 650-5682 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: <i>Favona Allison</i>	Program Representative: <i>Maria Perdomo</i>
Metropolitan Family Service 1808 SE Belmont Portland, OR 97214 503-353-6040 fava@mfs.email	Metropolitan Family Service 1808 SE Belmont Portland, OR 97214 971-227-6048 ex. 533 mariap@mfs.email
FEIN: 93-0397825	

RECITALS

1. Metropolitan Family Services, Inc., (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide community and school partnerships and innovations that result in measurable increases in readiness for pre-kindergarten children aged 3-5 years in North Clackamas County.
2. SUBRECIPIENT will facilitate Ready Set Go! family workshops. Ready Set Go!, is a culturally responsive-program dedicated to help transition children and their parents into kindergarten. This Early Learning model brings children, caregivers and parents together in a rich learning environment through parent-child interaction groups, home visits, story times, evening family activities and engagement events, and kindergarten readiness workshops for family's pre-kindergarten aged children in North Clackamas County as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local SUBRECIPIENT Agreement, the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A-1: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the State of Oregon, Early Learning Division Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to the COUNTY. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$58,295**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with the State of Oregon acting by and through its Department of Education, Early Learning Division.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2020), or such longer period as

may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
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certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SUBRECIPIENT

Metropolitan Family Services, Inc.
1808 SE Belmont
Portland, OR 97214

CLACKAMAS COUNTY

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

By: 
Judy Strand, Executive Director
CEO

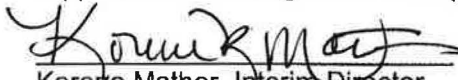
Dated: 10/3/19

Signing on behalf of the Board:

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

Dated: _____

Approved as to budget and work plan:


Korene Mather, Interim Director
Children, Family & Community Connections

Dated: 10/15/19

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report
- Exhibit E: Program Requirements

October 24, 2019

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Amendment #03 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Amendment #03 adds Program Element 51 (PE-51: Leadership, Governance and Program Implementation) and adds Program Element 27 (PE-27-04: Prescription Drug Overdoes Prevention - PDOP) and increases the Agreement.
Dollar Amount and Fiscal Impact	Contract is increased by \$264,251, bringing the contract maximum value to \$3,255,276.
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2021
Previous Board Action	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on October 14, 2019
Contact Person	Richard Swift, Interim Public Health Director – (503) 655-8479
Contract No.	9329-03

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #03 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #03 increased the Agreement by \$264,25 bringing the maximum contract value to \$3,255,276.

This contract is effective upon signature and continues through June 30, 2021.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing, and Human Services



Agreement #159803

**THIRD AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Third Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Program Element Table as set forth in Exhibit A of the Agreement;

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

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

AGREEMENT

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 27 Prescription Drug Overdose Prevention (PDOP)	FF	CDC /Injury Prevention and Control Research and State and Community Based Programs SAMHSA/Oregon State Opioid Response	93.136 93.788	N	Y
PE 51 Public Health Modernization: Leadership, Governance & Program Implementation	GF	N/A	N/A	N	N

- Exhibit B Program Element #51 “Public Health Modernization: Leadership, Governance and Program Implementation” is hereby added by Attachment A attached hereto and incorporated herein by this reference.
- Exhibit C entitled “Financial Assistance Award” of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
- Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
- LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
- Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- The parties expressly ratify the Agreement as herein amended.
- This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- This Amendment becomes effective on the date of the last signature below.

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

11. Signatures.

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

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Steven Marlowe, Senior Assistant Attorney General on July 26, 2019. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

Attachment A
Program Element Description

Program Element #51: Public Health Modernization: Leadership, Governance and Program Implementation

Program Responsible for Program Element Content: Policy and Partnerships Unit, Office of the State Public Health Director, Public Health Division

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Public Health Modernization: Leadership, Governance and Program Implementation.

Section 1: LPHA Leadership, Governance and Program Implementation

- a. **Establish leadership and governance to plan for full implementation of public health modernization.** Develop business models for the effective and efficient delivery of public health services, develop and/or enhance partnerships to build a sustainable public health system, and implement workforce and leadership development initiatives.
- b. **Implement strategies to improve local infrastructure to control communicable disease and reduce health disparities.** Implement local strategies to control communicable disease. Place emphasis on reducing communicable disease-related disparities.

Section 2: Regional Partnership Implementation

- a. **Establish and maintain a Regional Partnership of local public health authorities (LPHAs) and other stakeholders.** Develop and sustain Regional Infrastructure through a Regional Partnership of LPHAs and other stakeholders.
- b. **Implement regional strategies to control communicable disease and reduce health disparities.** Implement regional strategies to control communicable disease within the region. Place emphasis on reducing communicable disease-related disparities.
- c. **Demonstrate Regional approaches for providing public health services.** Plan and develop business models that support regional infrastructure, share emerging practices and demonstrate how these practices can be applied across the public health system.

The 2016 public health modernization assessment¹ showed that health equity and cultural responsiveness is the least implemented foundational capability across Oregon's public health system, and that one in four people live in an area in which communicable disease control programs are limited or minimal.

Each LPHA is eligible to receive funding under two sections. LPHAs funded under **Section 1: LPHA Leadership, Governance, and Program Implementation** must use funds provided through this Program Element to plan for full implementation of public health modernization and to implement strategies to improve local infrastructure to control communicable disease and reduce health disparities.

LPHAs funded as Fiscal Agents for Regional Partnerships under **Section 2: Regional Partnership Implementation** must use funds provided through this Program Element to establish and maintain a regional approach for communicable disease control that is tailored to a specific communicable disease risk within the region. LPHA must place emphasis on identifying and reducing communicable disease-related disparities. LPHA must demonstrate models for Regional Infrastructure that are scalable in other areas of the state or for other public health programs.

¹ 2016. Oregon Health Authority. State of Oregon Public Health Modernization Assessment Report. Available at www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/PHModernizationFullDetailedReport.pdf.

All changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C Financial Assistance Award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. Definitions Specific to Public Health Modernization

- a. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.
- b. Foundational Programs. The public health system's core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
- c. Public Health Accountability Outcome Metrics. A set of data used to monitor statewide progress toward population health goals.
- d. Public health accountability process measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
- e. Public Health Modernization Manual (PHMM): A document that provides detailed definitions for each Foundational Capability and program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf.
- f. Regional Partnership. A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.
- g. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this funding.
- h. Regional Governance. The processes and tools put in place for decision-making, resource allocation, communication and monitoring of the Regional Partnership.

- 3. Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in Oregon's Public Health Modernization Manual, (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with Public Health Accountability Outcome Metrics and Process Measures (if applicable) as follows:

a. Foundational Programs and Capabilities (As specified in the Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component							
Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	*					X	X	X	X	X	X	X
Implement strategies for local communicable disease and health equity infrastructure (Section 1)	*						X	X	X		X	X
Establish and maintain a Regional Partnership (Section 2)	*					X		X		X		
Implement communicable disease control strategies (Section 2)	*						X	X	X	X	X	X
Demonstrate new approaches for providing public health services (Section 2)	*					X		X		X		X

b. Public Health Accountability Outcome Metrics:

The 2017-2019 public health accountability metrics adopted by the Public Health Advisory Board for communicable disease control are:

- Two year old immunization rates
- Gonorrhea rates

LPHA is not required to select two-year old immunization rates or gonorrhea rates as areas of focus for funds made available through this Program Element. LPHA is not precluded from

using funds to address other high priority communicable disease risks based on local epidemiology and need.

c. Public Health Accountability Process Measure:

The 2017-19 public health accountability process measures adopted by the Public Health Advisory Board for communicable disease control are listed below. LPHA must select a high priority communicable disease risk based on local epidemiology and need, the following process measures may not be relevant to all LPHAs.

- Percent of Vaccines for Children clinics that participate in the Assessment, Feedback, Incentives and eXchange (AFIX) program
- Percent of gonorrhea cases that had at least one contact that received treatment
- Percent of gonorrhea case reports with complete “priority” fields

4. Procedural and Operational Requirements. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

Requirements that apply to Section 1 and Section 2 funding:

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.
- c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 10% or more for any line item may only be made with OHA approval.
- d. Ensure the LPHA and/or Regional Partnership is staffed at the appropriate level to address all requirements in this Program Element and to fulfill Section 1 and/or Section 2 work plan objectives, strategies and activities.
- e. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.
- f. Participate in calls with OHA to discuss progress toward work plan activities, deliverables and milestones.
 - (1) Section 1: Calls scheduled on an as needed basis.
 - (2) Section 2: Calls scheduled quarterly.
- g. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products with OHA and other LPHAs and may include public posting.
- h. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

Requirements that apply to Section 1: LPHA Leadership, Governance and Program Implementation

- i. Implement strategies for Leadership and Governance, Health Equity and Cultural Responsiveness, and Communicable Disease Control, as described in Attachment 1 of this Program Element.

Requirements that apply to Section 2: Regional Partnership Implementation

- j. Develop Regional Infrastructure through formation and maintenance of a Regional Partnership of LPHA and other partners.
 - (1) Use a formal Regional Governance structure that includes the Fiscal Agent, other participating LPHAs and non-LPHA partners for decision-making, resource allocation and implementation of OHA-approved regional work plan.
 - (2) Ensure funding is used to support Regional Partnership goals as well as meet the needs of all participating LPHA and partners.
 - (3) Engage with appropriate governing entities to develop business models that support regional infrastructure.
- k. Implement regional strategies to address a specific communicable disease risk for the region with an emphasis on reducing communicable disease-related health disparities.
 - (1) Engage local and/or regional organizations as strategic partners to control communicable disease transmission.
 - (2) Develop and implement a regional system for identification and control of communicable disease with strategic partners.
 - (3) Use established best practices whenever possible.
 - (4) Develop and/or enhance partnerships with Regional Health Equity Coalitions, Federally recognized Tribes, local and regional community-based organizations and other entities in order to develop meaningful relationships with populations experiencing a disproportionate burden of communicable disease and poor health outcomes.
 - (5) Work directly with communities to co-create strategies to control communicable disease transmission. Ensure that health interventions are culturally responsive.
 - (6) Communicate to the general public and/or at risk populations about communicable disease risks.
 - (7) Provide regional training to health care and other strategic partners about communicable disease risks and methods of control. Provide technical assistance to health care and other strategic partners to implement best and emerging practices.
 - (8) Develop and implement a regional system for communications with strategic partners about disease transmission.
 - (9) Demonstrate capacity to routinely evaluate regional communicable disease control systems through the response to disease reports and make changes to practice based on evaluation findings.
 - (10) Work with the state and other local and tribal authorities to plan for and develop regional systems for responding to environmental health threats.
 - (11) Complete an assessment of the region's capacity to apply a health equity lens to programs and services and to provide culturally responsive programs and services within the last five years.

- (12) Complete and implement an action plan that addresses key findings from the regional health equity assessment.

5. **General Budget and Expense Reporting.** LPHAs funded under Section 1 and Section 2 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

- a. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- b. Submit Section 1 and Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.
- c. Submit to OHA the following deliverables, in the timeframe specified:
 - (1) For Section 2, A minimum of one new policy (e.g., Memorandum of Understanding, Joint Agreement, County Resolution) describing the Regional Partnership by June 30, 2020
 - (2) If Regional Health Equity assessment and Action Plan have not been submitted to OHA within the past five year, must submit regional health equity assessment and action plan by December 31, 2020
 - (3) For Section 2, At least two additional products (e.g., regional policies for implementation of a best or emerging practice, data sharing agreements, or communication materials) by June 30, 2021

7. **Performance Measures.**

If LPHA funded as Fiscal Agents for Regional Partnerships complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

Attachment 1

**Work Plan Menu Options for all LPHAs Receiving funding through
Section 1: LPHA Leadership, Governance and Program Implementation**

An OHA-approved 2019-21 work plan for Program Element 51 Section 1 requires each LPHA to include Objectives and Strategies under Subsections 1.1 through 1.3 as described in the following tables.

Subsection 1.1: Leadership and Governance
<p><i>Instructions:</i></p> <ul style="list-style-type: none"> - Each LPHA must include Objective 1.1.1 in the PE51 work plan. - Each LPHA must include at least one additional Objective (1.1.2 through 1.1.5) in the PE51 work plan.
<p>1. Participate in shared learning opportunities or communities of practice focused on governance and public health system-wide planning. (Required)</p> <p>Strategies will include:</p> <ul style="list-style-type: none"> a. Participation in in-person and remote learning communities. b. Project or work plan implementation in between learning community meetings. c. Engagement of leadership, staff and/or partners in learning community activities, as appropriate.
<p>2. Plan for full implementation of public health modernization across foundational capabilities and programs. Assess and develop models for effective and efficient delivery of public health services</p> <p>Strategies may include:</p> <ul style="list-style-type: none"> a. Engage with appropriate governing entities to develop business models that support partnership infrastructure. b. Ensure the effective management of organizational change. c. Support the performance of public health functions with strong operational infrastructure, including standardized written policies and procedures that are regularly reviewed and revised. d. Collect, analyze and report data for data-driven decision-making to manage organizational and system activities. e. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.
<p>3. Develop and/or enhance partnerships to build sustainable public health system (e.g., tribes, regional health equity coalitions, CCOs, health systems, early learning hubs)</p> <p>Strategies may include:</p> <ul style="list-style-type: none"> a. Ensure participation of community partners in local public health planning efforts. b. Work with the state and other local and tribal authorities to improve the health of the community. c. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

4. Implement workforce and leadership development initiatives

Strategies may include:

- a. Establish workforce development strategies that promote the skills and experience needed to perform public health duties and to carry out governmental public health's mission.
- b. Commit to the recruitment and hiring of a diverse workforce. Develop an ongoing plan for workforce diversity with goals and metrics to track progress.
- c. Assess staff competencies; provide training and professional development opportunities.
- d. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

5. Develop and implement technology improvements that support effectiveness and efficiency of public health operations.

Strategies may include:

- a. Access local and statewide information and surveillance systems to evaluate the effectiveness of public health policies, strategies and interventions.
- b. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

Section 1.2: Health Equity and Cultural Responsiveness: Engage public health staff, community members and stakeholders in the implementation of health equity plans.

Instructions:

- *Each LPHA must include Objectives 1.2.1 and 1.2.2 in the PE51 work plan.*
- *LPHAs that have completed a health equity assessment and developed and implemented a health equity action plan (regionally or as an individual LPHA) must select at least two additional Objectives (#1.2.3 through 1.2.7) to include in the PE51 work plan:*
 - o *One Objective must reflect work internal to the health department (#1.2.3 through 1.2.4);*
 - o *One Objective must reflect work with partners or community members (#1.2.5 through 1.2.7)*

1. Complete an assessment of the LPHA’s capacity to apply a health equity lens to programs and services and to provide culturally responsive programs and services within the last five years. Participation in a health equity assessment (e.g., with 2017-19 public health modernization funding) within the past five years fulfills this requirement. **(Required)**
2. Complete and implement an action plan that addresses key findings from health equity assessment. **(Required)**
3. Develop an ongoing process of continuous learning, training and structured dialogue for all staff.
4. Commit and invest existing and additional resources in recruitment, retention and advancement efforts to improve workplace equity. Establish parity goals and create specific metrics with benchmarks to track progress.
5. Develop and/or enhance partnerships with Regional Health Equity Coalitions, federally recognized tribes, community-based organizations and other entities in order to develop meaningful relationships with populations experiencing a disproportionate burden of communicable disease and poor health outcomes.
6. Work directly with communities to co-create policies, programs and strategies. Ensure that health interventions are culturally responsive.
7. Collect and maintain data, or use data provided by PHD that reveal inequities in the distribution of disease. Focus on the social conditions (including strengths, assets and protective factors) that influence health.

Subsection 1.3: Communicable Disease Control: Implement strategies to improve infrastructure to prevent and control communicable disease

Instructions:

- *Each LPHA must include Objective 1.3.1 in the PE51 work plan.*
- *Each LPHA must select at least one additional Objective (1.3.2 through 1.3.4) to include in the PE51 work plan.*

1. Conduct jurisdiction-specific communicable disease control and prevention for communicable diseases. **(Required)**

Strategies may include:

- a. Demonstrate infrastructure for achieving public health accountability metrics, local public health process measures for communicable disease control.
- b. Communicate to the general public and/or at-risk populations about communicable disease risks.
- c. Provide training to health care and other strategic partners about communicable disease risks and methods of control. Provide technical assistance to health care and other strategic partners to implement best and emerging practices.
- d. Demonstrate capacity to routinely evaluate communicable disease control systems through the response to disease reports and make changes to practice based on evaluation findings.
- e. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

2. Work with partners within a specific jurisdiction to implement communicable disease prevention initiatives.

Strategies may include:

- a. Engage local organizations as strategic partners to control communicable disease transmission.
- b. Develop and implement a system for identification and control of communicable disease with strategic partners.
- c. Develop and implement a system for communications with strategic partners about disease transmission.
- d. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

3. Implement workforce development initiatives.

Strategies may include:

- a. Training for providers to implement communicable disease prevention initiatives.
- b. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

4. Utilize local communicable disease investigation and response and emergency preparedness systems to begin planning for environmental health threats.

Strategies may include:

- a. Collect and/or utilize local data to assess potential for environmental health threats.
- b. Work with the state and other local and tribal authorities to plan for and develop regional systems for responding to environmental health threats, including all hazards surge response.
- c. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

**Attachment B
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 3	
1) Grantee Name: Clackamas County		2) Issue Date September 05, 2019		This Action AMENDMENT FY 2020
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01-01 State Support for Public Health	506,554	0	506,554	
PE02 Cities Readiness Initiative	37,499	0	37,499	
PE07 HIV Prevention Services	128,846	0	128,846	
PE12 Public Health Emergency Preparedness and Response (PHEP)	170,273	0	170,273	
PE13-01 Tobacco Prevention and Education Program (TPEP)	94,828	0	94,828	
PE27-03 PDOP - Gap Funding (OSTR/PDO)	28,497	0	28,497	
PE27-04 PDOP Naloxone Project (SOR)	0	48,753	48,753	
PE27-05 PDOP Bridge (PDO/SOR)	41,665	0	41,665	
PE40-01 WIC NSA: July - September	188,990	0	188,990	
PE40-02 WIC NSA: October - June	566,969	0	566,969	
PE40-03 BFPC: July - September	17,325	0	17,325	
PE40-04 BFPC: October - June	51,975	0	51,975	
PE40-05 Farmer's Market	2,699	0	2,699	
PE42-03 MCAH Perinatal General Funds & Title XIX	11,060	0	11,060	
PE42-04 MCAH Babies First! General Funds	35,342	0	35,342	
PE42-06 MCAH General Funds & Title XIX	20,752	0	20,752	
PE42-07 MCAH Title V (July-Sept)	29,663	0	29,663	
PE42-08 MCAH Title V (Oct-June)	88,988	0	88,988	

State of Oregon Oregon Health Authority Public Health Division				Page 2 of 3
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		2) Issue Date September 05, 2019	This Action AMENDMENT FY 2020	
		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program		Award Balance	Increase/ (Decrease)	New Award Bal
PE42-09	MCAH Oregon Mothers Care Title V (July-Sept)	2,283	0	2,283
PE42-10	MCAH Oregon Mothers Care Title V (Oct-June)	6,849	0	6,849
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	92,462	0	92,462
PE44-01	SBHC Base	300,000	0	300,000
PE44-02	SBHC - Mental Health Expansion	376,500	0	376,500
PE46-02	RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03	RH Community Participation & Access (State Funds)	41,893	0	41,893
PE46-04	RH Community Participation & Access Federal Funds (July-Mar)	1,638	0	1,638
PE50	Safe Drinking Water (SDW) Program (Vendors)	147,475	0	147,475
PE51-01	LPHA Leadership, Governance and Program Implementation	0	215,498	215,498
		2,991,025	264,251	3,255,276
5) Foot Notes:				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE40-05	1	7/2019: Funding available SFY2020 July - December 2019		
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-08	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-09	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		

State of Oregon Oregon Health Authority Public Health Division		Page 3 of 3	
1) Grantee Name: Clackamas County		2) Issue Date September 05, 2019	This Action AMENDMENT FY 2020
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE42-10 1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE46-03 1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04 1	7/2019: Funding for July 1-14, 2019		
PE51-01 1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
6) Comments:			
PE02	7/2019: Adding program element as result of Washington County relinquishing CRI lead agency status		
PE07	Initial SFY20: \$39,628 is for the period of 7/1/19 to 12/31/19 and must be spent by 12/31/19.		
PE07	7/2019: Funding period 07/01/19 - 12/31/19 - \$64,422. A minium of \$39,627 must be spent by 12/31/19. Funding period 01/01/20 - 06/30/20 - \$64,422		
PE13-01	8/2019: Amending to add 2 months of funding (total award is now for July-November 2019)		
PE27-03	Initial SFY20: \$28,496.83 in FY20 is available 7/1/19-8/31/19 ONLY. This is the balance of Gap Funding from PDO Year 4 for OSTR funded LPHA's.		
PE27-04	9/2019: \$48,753 in SFY20. Funding Period 10/1/19-6/30/20.		
PE27-05	8/2019: \$41,665 in FY20 Available 9/1/19-1/31/20.		
PE40-01	Initial SFY20: spend \$37,798 Nutrition Education, \$7,618 Breastfeeding Promotion by 9/30/19		
PE40-02	Initial SFY20: spend \$113,394 Nutrition Education, \$22,855 Breastfeeding Promotion by 6/30/20		
PE44-02	7/2019: MH Expansion funding increase		
PE46-02	7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04		
PE46-03	7/2019: State Funding for July 15, 2019 – June 30, 2020		
PE46-04	7/2019: Federal Funding for July 1 – July 14, 2019 only		
7) Capital outlay Requested in this Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

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

PE27-04: PDOP Naloxone Project (SOR)

Funding Information Table

Federal Award Identification Number (FAIN):	6H79T1081716-01M002
Federal Award Date:	7/12/2019
Performance Period:	09/30/18-9/29/20
Federal Awarding Agency:	SAMHSA
CFDA Number:	93.788
CFDA Name:	Opioid STR
Total Federal Award:	\$16,090,592
Project Description:	PDOP Naloxone Project
Awarding Official:	LeSchell D Browne
Indirect Cost Rate:	N/A
Research and Development (Y/N):	No

PCA: 82367

INDEX: 87850

Agency/Contractor	DUNS	Amount
Clackamas	96992656	\$48,753



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Nutter Corporation for the
SE Capps Road Cul-de-Sac Construction**

Purpose/Outcomes	To provide connections and access for new developments in the Clackamas Industrial Area.
Dollar Amount and Fiscal Impact	Contract value is \$461,690.22
Funding Source	451-7491-00-481200-30157 DTD Funds
Duration	Contract execution through April 15, 2020
Previous Board Action	n/a
Strategic Plan Alignment	Build a strong infrastructure. Ensure safe, healthy and secure communities.
Counsel Approval	October 16, 2019
Contact Person	Mike Ward, Project Manager 503-742-4688

Background:

The project is to complete the west end of SE Capps and facilitate access to new developments to the west and south of SE Capps Road, as well as to existing businesses on the north side of SE Capps. The project also involves construction of new driveways into the upper and lower lots of Crystal Greens landscaping.

The contractor working on the new development to the south of Crystal Greens is expected to have rough graded the new Crystal Greens driveways prior to work beginning under this contract. The contract will complete all work to construct curbs, sidewalks, walls, stormwater facilities, and roadway paving for the proposed cul-de-sac at the west end of SE Capps Road. The project includes 900 tons of asphalt concrete pavement, 1,760 tons of aggregate base, 1,360 cubic yards of general excavation, 645 feet of standard or mountable curbs and 166 linear feet of various sizes and types of storm pipe.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be November 30, 2019, with final completion no later than April 15, 2020.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on February 5, 2019. Bids were publicly opened on September 12, 2019. The County received ten (10) bids: Lee Contractors, LLC., \$525,801.00; Turney Excavating, \$612,338.00; Nutter Corporation, \$461,690.22; CivilWorks NW, Inc., \$516,286.00; Kerr Contractors Oregon, Inc., \$499,277.00; PCR, Inc., \$688,245.00; Elting Northwest, \$543,457.00; Tapani, Inc., \$548,380.00; R&R General Contractors, Inc., \$539,999.00; and Kodiak Pacific Construction, \$635,536.00. Nutter Corporation was determined to be the lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approves and signs this Public Improvement Contract with Nutter Corporation for the SE Capps Road Cul-de-Sac Construction.

Sincerely,

Mike Ward, Project Manager

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #1981

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County Development Agency, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Nutter Corporation**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: # 2019-76 SE Capps Road Cul-de-Sac Construction

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **four hundred sixty-one thousand six hundred ninety dollars and twenty-two cents (\$461,690.22)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form
- Addendum #1
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Highway Construction (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2018) referenced therein.

The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default

2. Representatives.

Contractor has named Jeff Deringer as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Mike Ward as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Jeff Deringer shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Shannon Buell shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: Mike McCallen shall be the Contractor's on-site job superintendent throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: January 31, 2020

FINAL COMPLETION DATE: April 15, 2020

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates and Required Performance and Payment Bonds.

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

5.2 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract 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. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in

addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

5.4 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

5.4.1 Such insurance shall be maintained until Owner has occupied the facility.

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have

a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

6. Responsibility for Damages/Indemnity.

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

6.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section 6.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.

6.3 In claims against any person or entity indemnified under Section 6.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in

equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

8. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

9. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. Liquidated Damages

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

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
11.1.1. \$ 700.00 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c).

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

Signature page to follow.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
Nutter Corporation
7211-A NE 43rd Ave.
Vancouver, Washington 98661

Contractor CCB # 87697 Expiration Date: 12/4/2020
Oregon Business Registry # 322639-80 Entity Type: FBC State of Formation: Washington

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Nutter Corporation

Clackamas County Board of County Commissioners

Authorized Signature

Date

Chair

Date

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

County Counsel

Date



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Authorization to Purchase Quantity 15 Dodge Chargers for the
Clackamas County Sheriff's Office**

Purpose/Outcomes	Approval to purchase Qty 15 each 2019 Dodge Chargers for the Clackamas County Sheriff's Office
Dollar Amount and Fiscal Impact	The contract amount is not to exceed \$383,508.00.
Funding Source	Clackamas County Fleet Services 216-1620-06831-485510
Duration	N/A
Previous Board Action	N/A
Strategic Plan Alignment	Replaces older, less reliable Patrol Vehicles
Counsel Review	N/A
Contact Person	Amy Aguilar, Fleet Analyst, 503-650-3243

Background:

The Clackamas County Sheriff's Office has requested that the Clackamas County Fleet Services Division purchase fifteen (15) 2019 V8 (LDEE48) Dodge Charger AWD police patrol vehicles from Withnell Motor Company.

These vehicles will be assigned to the Sheriff's Office Patrol Division and will replace aging Dodge Chargers currently assigned to the patrol division.

Procurement Process:

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract # 5553 with the State of Oregon Cooperative Purchasing Agreement Program through Withnell Motor Company. A notice of Intent to Purchase the fifteen (15) Dodge Chargers was issued on October 9, 2019. No comments were received by the time of closing on October 16, 2019.

Recommendation:

Staff respectfully recommends that the Board approve this purchase.

Sincerely,

Warren Gadberry,
Fleet Manager

Placed on the BCC Agenda _____ by Procurement and Contract Services

Chair Approval



CHRISTA BOSSERMAN WOLFE, CPA
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Personal Services Contract with DePaul Industries to provide Security Services for Justice Court, Juvenile and Circuit Court

Purpose/ Outcomes	Execution of the contract between DePaul Industries and Justice Court, Juvenile and Circuit Court for uniform entrance screening personnel to enhance security at the Clackamas County Courthouse.
Dollar Amount and Fiscal Impact	The contract amount is not to exceed \$500,000.00.
Funding Source	100-9110 Clackamas County general fund, non-departmental.
Duration	June 30, 2020
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none">• Build public trust through good government• Ensure safe, healthy and secure communities
Counsel Review	September 19, 2019
Contact Person	James Rhodes, Captain, Clackamas County Sheriff's Office 503.655.8556

BACKGROUND:

This contract was originally requested by the Clackamas County Sheriff's Office for security screening personnel for entrance security checkpoints at the County Courthouse, Holman Building, Justice Court and the Juvenile Building during the hours that the facilities are open. The screening procedures are part of the "Security Improvement Project" undertaken by the County in 1993.

This contract was procured with the use of a Qualified Rehabilitation Facility (QRF) in accordance with ORS 279 and LCRB Rules. Clackamas County must contract with qualified non-profit agencies for services when available. After review of the scope and all necessary documentation, DePaul Industries, was determined to be the successful QRF.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached contract.

Respectfully submitted,

Christa Wolfe, Director

Placed on the Agenda of _____ by the Procurement



CHRISTA BOSSERMAN WOLFE, CPA
DIRECTOR

DEPARTMENT OF FINANCE

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

October 24, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2019-2020

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2019-2020
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$2,021,458
Funding Source	Fund Balance, Federal and State Operating Grant Revenue, Local Government & Other Agencies and Charge for Services Revenue.
Safety Impact	N/A
Duration	July 1, 2019 June 30, 2020
Previous Board Action/Review	Budget Adopted June 27, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5405

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Sheriff Fund is reducing their budget due to a change in the contracted services agreement with Tri Met. This change eliminates the full-time lieutenant position.

The Social Services Fund is recognizing restricted prior year fund balance revenue and additional revenue from Housing and Community Services and Department of Health & Human Services and budgeting for veteran services program costs.

The Health Centers Fund is recognizing additional revenues from HealthShare of Oregon and charge for services and budgeting to add a limited term Case Manager and a full-time Mental Health Program Supervisor. This fund is also opening two new dental offices located in Sandy and Gladstone and hiring a total of 9 positions to provide dental care services at the clinics.

The Central Dispatch Fund is recognizing charge for services revenue and budgeting to add a full-time Quality Assurance Coordinator position.

The effect of this Resolution is an increase in appropriations of \$2,025,458 including revenues as detailed below:

Fund Balance	\$ 76,938.
Local Government and Other Agencies	323,872
Federal Operating Grants	129,871.
State Operating Grants	326,379.
Charge for Services	<u>1,168,398.</u>
Total Recommended	<u>\$ 2,025,458.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Jennifer Chambers
Budget Manager

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

In the Matter of Providing
Authorization Regarding Adoption of a
Supplemental Budget for items Less
Than 10 Percent of the Total
Qualifying Expenditures and Making
to Appropriations for Fiscal 2019-20



Resolution Order No. _____
Page 1 of 1

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

WHEREAS; the funds being adjusted are:

- . Sheriff Fund
- . Social Services Fund
- . Health Centers Fund
- . Central Dispatch Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2019 through June 30, 2020.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 24th day of October, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
October 24, 2019

Recommended items by revenue source:

Fund Balance	\$ 76,938
Federal Operating Grant	129,871
State Operating Grant	326,379
Local Government and Other Agencies	323,872
Charge for Services	1,168,398
Total Recommended	<u><u>\$ 2,025,458</u></u>

SHERIFF FUND

Revenues:	
Local Governments and Other Agencies	\$ (193,464)
Total Revenue	<u><u>\$ (193,464)</u></u>

Expenses:	
Public Safety and Protection	(193,464)
Total Expenditures	<u><u>\$ (193,464)</u></u>

Sheriff Fund is reducing their budget due to a change in the contracted services agreement with Tri Met. This change eliminates the full-time lieutenant position.

SOCIAL SERVICES FUND

Revenues:	
Fund Balance	\$ 76,938
Federal Operating Grant	129,871
State Operating Grant	326,379
Charge for Services	33,364
Total Revenue	<u><u>\$ 566,552</u></u>

Expenses:	
Health and Human Services	\$ 566,552
Total Expenditures	<u><u>\$ 566,552</u></u>

Social Services Fund is recognizing restricted prior year fund balance revenue and additional revenue from Housing and Community Services and Department of Health & Human Services and budgeting for veteran services program costs.

HEALTH CENTERS FUND

Revenues:	
Charge for Services	\$ 962,871
Local Governments and Other Agencies	517,336
Total Revenue	<u><u>\$ 1,480,207</u></u>

Expenses:	
Health and Human Services	\$ 1,480,207
Total Expenditures	<u><u>\$ 1,480,207</u></u>

Health Centers Fund is recognizing additional revenues from HealthShare of Oregon and charge for services and budgeting to add a limited term Case Manager and a full-time Mental Health Program Supervisor. This fund is also opening two new dental offices located in Sandy and Gladstone and hiring a total of 9 positions to provide dental care services at the clinics.

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
October 24, 2019

CENTRAL DISPATCH FUND

Revenues:

Charge for Services	\$ 172,163
Total Revenue	<u>\$ 172,163</u>

Expenses:

Public Safety and Protection	\$ 172,163
Total Expenditures	<u>\$ 172,163</u>

Central Dispatch Fund is recognizing charge for services revenue and budgeting to add a full-time Quality Assurance Coordinator position.



CHRISTA BOSSERMAN WOLFE, CPA
DIRECTOR

DEPARTMENT OF FINANCE

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

October 24, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2019-2020

Purpose/Outcome	Budget change for Clackamas County FY 2019-2020
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$362,341
Funding Source	Includes Federal and State Operating Revenues
Duration	July 1, 2019-June 30, 2020
Previous Board Action/Review	Budget Adopted June 27, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5425

BACKGROUND:

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Behavioral Health Fund is recognizing Oregon Health Plan revenue and budgeting two full time Mental Health Services Coordinator positions.

The Health Centers Fund is recognizing grant revenue from the US Health Resources & Services Administration and budgeting to add one full-time Mental Health Specialist position.

The effect of this Board Order is an increase in appropriations of \$362,341 including new revenues as detailed below:

Federal Operating Grant Revenue	\$ 131,161.
State Operating Grant Revenue	<u>231,180.</u>
Total Recommended	<u><u>\$ 362,341.</u></u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Jennifer Chambers
Budget Manager

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

In the Matter of Providing
authorization to Appropriate Grants
For Specific Purposes within the
Fiscal 2019-20



Resolution Order No. _____

Page 1 of 1

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, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2019 through June 30, 2020, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents`

WHEREAS; the fund being adjusted is:

- . Behavioral Health Fund
- . Health Centers Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2019 through June 30, 2020.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 24th day of October, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

Exhibit A

October 24, 2019

Recommended items by revenue source:

Federal Operating Grants	\$ 131,161
State Operating Grants	<u>231,180</u>
Total Recommended	<u><u>\$ 362,341</u></u>

BEHAVIORAL HEALTH FUND

Revenues:

State Operating Grants	\$ 231,180
Total Revenue	<u><u>\$ 231,180</u></u>

Expenses:

Health and Human Services	\$ 231,180
Total Expenditures	<u><u>\$ 231,180</u></u>

Behavioral Health Fund is recognizing Oregon Health Plan revenue and budgeting two full time Mental Health Services Coordinator positions to meet caseload requirements of the program.

HEALTH CENTERS FUND

Revenues:

Federal Operating Grants	\$ 131,161
Total Revenue	<u><u>\$ 131,161</u></u>

Expenses:

Health and Human Services	\$ 131,161
Total Expenditures	<u><u>\$ 131,161</u></u>

Health Centers Fund is recognizing grant revenue from the US Health Resources & Services Administration and budgeting to add one full-time Mental Health Specialist position.



CHRISTA BOSSERMAN WOLFE, CPA
DIRECTOR

DEPARTMENT OF FINANCE

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

October 24, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2019-2020

Purpose/Outcome	Budget change FY 2019-2020
Dollar Amount and Fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	Includes Interfund Transfers
Duration	July 1, 2019-June 30, 2020
Previous Board Action/Review	Budget Adopted June 27, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5425

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations 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 for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The General Fund – Not Allocated to Organizational Unit is transferring from contingency and budgeting for new training room chairs for the Human Resources Department which was originally ordered during fiscal year 2018-19 and is being carried over to fiscal year 2019-20 when order was delivered.

The General Fund – Surveyor is reducing appropriations to modify FTE distribution between County Surveyor and Public Land Corner and budgeting an increase in contingency in General Fund - Not Allocated to Organizational Unit .

The General Fund – Not Allocated to Organizational Unit is transferring from reserve and budgeting an increase in contingency. This will align the Self Insurance Program to the reserve account requirement amount.

The Public Land Corner Fund is transferring from contingency and budgeting to modify the FTE distribution between County Surveyor and Public Land Corner.

The Children, Family and Community Connection Fund is transferring the Human Services Coordinator position from the Weatherization line of business to the Prevention Services line of business to support the Youth Homelessness grant program.

The Self Insurance Fund is reducing contingency and budgeting to increase the unclaimed reserves requirements fund based on Mercer recommendation review for Clackamas County. This fund is also modifying their FTE position splits with Risk Management to better align with their program needs.

The Risk Management Fund is modifying their FTE position splits with Self Insurance to better align with their program needs.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Jennifer Chambers
Budget Manager

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

In the Matter of Providing
Authorization to Transfer
Appropriations within the Fiscal Year
2019-20



Resolution Order No. _____
Page 1 of 1

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from 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 Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated to Organizational Unit
- . General Fund – Human Resources
- . General Fund Surveyor
- . Public Land Corner Fund
- . Children Family and Community Connections Fund
- . Self-Insurance Fund
- . Risk Management Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2019 through June 30, 2020.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 24th day of October, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUEST
Exhibit A
October 24, 2019

GENERAL FUND - NOT ALLOCATED TO ORGANIZATIONAL UNIT, HUMAN SERVICES PROGRAM AND SURVEYOR PROGRAM

Expenses:	
Human Resources	\$ 15,000
Surveyor	(27,512)
Not Allocated to Organizational Unit	
Reserves	(78,300)
Contingency	90,812
Total Expenditures	\$ -

General Fund – Not Allocated to Organizational Unit is transferring from contingency and budgeting for new training room chairs for the Human Resources Department which was originally ordered during fiscal year 2018-19 and is being carried over to fiscal year 2019-20 when order was delivered.

General Fund – Surveyor is reducing appropriations to modify FTE distribution between County Surveyor and Public Land Corner and budgeting an increase in contingency in General Fund - Not Allocated to Organizational Unit .

General Fund – Not Allocated to Organizational Unit is transferring from reserve and budgeting an increase in contingency. This will align the Self Insurance Program to the reserve account requirement amount.

PUBLIC LAND CORNER FUND

Expenses:	
Public Ways and Facilities	\$ 37,512
Not Allocated to Organizational Unit	
Contingency	(37,512)
Total Expenditures	\$ -

Public Land Corner Fund is transferring from contingency and budgeting to modify the FTE distribution between County Surveyor and Public Land Corner.

CHILDREN FAMILY & COMMUNITY CONNECTIONS

Expenses:

Health and Human Services	\$ 67,470
Not Allocated to Organizational Unit	
Special Payments	(67,470)
Total Expenditures	<u>\$ -</u>

Children, Family and Community Connection Fund is transferring the Human Services Coordinator position from the Weatherization line of business to the Prevention Services line of business to support the Youth Homelessness grant program.

SELF INSURANCE FUND

Expenses:

General Government	\$ 34,366
Not Allocated to Organizational Unit	
Reserves	39,373
Contingency	(73,739)
Total Expenditures	<u>\$ -</u>

Self Insurance Fund is reducing contingency and budgeting to increase the unclaimed reserves requirements fund based on Mercer recommendation review for Clackamas County. This fund is also modifying their FTE position splits with Risk Management to better align with their program needs.

RISK MANAGEMENT FUND

Expenses:

General Government	\$ (34,366)
Not Allocated to Organizational Unit	
Contingency	34,366
Total Expenditures	<u>\$ -</u>

Risk Management Fund is modifying their FTE position splits with Self Insurance to better align with their program needs.

DRAFT

Approval of Previous Business Meeting Minutes:
September 19, 2019

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, September 19, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard. Chair
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Sonya Fischer
Housing Authority Commissioner Paul Reynolds

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next items, he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY PRESENTATION

1. Presentation Naming the Pleasant Ave. Veterans Housing Project - **Clayton Mohr Commons**
Jill Smith, Housing Authority Director presented the staff report. She read the letter from Mr. Mohr's daughter Tiffany Shireman who nominated her father. Jill Smith introduced Clayton Mohr who thanked the County for this honor.

~Board Discussion~

II. HOUSING AUTHORITY CONSENT AGENDA

Housing Authority item number 4 has been removed for further review. He asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda as amended.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

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

1. Approval to Apply for Family Unification Program Vouchers through the Notice of Funding Availability Years 2019 and 2020
2. Approval to Apply for the U.S. Department of Housing and Urban Development Family Self Sufficiency Grant Renewal Funding
3. In the Matter of Writing off Uncollectible Accounts for the First Quarter of Fiscal Year 2020
- *4. **REMOVED** - Request Approval of the Hillside Park Master Plan Design Concept

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

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

1. Proclaiming American Legion Day in Clackamas County

Commissioner Humberston introduce Michael Wilson, Commander of American Legion Post 180 in Milwaukie. He gave some history of the American Legion and the importance of this group.

Commissioner Humberston read the Proclamation.

~Board Discussion~

Chair Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we Proclaim American Legion Day in Clackamas County.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

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

IV. CITIZEN COMMUNICATION

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

1. Steven Leben, Barlow Trail Road – Code Enforcement issue.
2. Marti Franc – spoke regarding zero energy building related to the proposed new courthouse on the campus – she read her testimony.
3. William Heerdt, spoke regarding zero energy building related to the proposed new courthouse on the campus.
4. Bill Wehr, Damascus – Damascus issues.
5. James DeYoung, Damascus – Damascus issues.
6. Les Poole, Gladstone – spoke regarding Metro, wildfires and collecting signatures for the tolling issue.

V. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

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

A. Health, Housing & Human Services

1. Approval of a Grant Agreement with Clackamas Women’s Service for Emergency Transitional Housing Services – *Social Services*
2. Approval of Amendment No. 1 to the Agency Services Contract with Lifeworks Northwest for Intensive Community Treatment Services – *Behavioral Health*
3. Approval of Amendment No. 1 to the Agency Services Contract with Lifeworks Northwest for Early Assessment and Support Alliance Services – *Behavioral Health*

4. Approval for a Revenue Agreement No. 9456 with CareOregon for Financial Support for Pediatric Dental Services at the New Gladstone Dental Clinic – *Health Centers*
5. Approval of an Intergovernmental Agreement with Washington County for Public Health Modernization within the Communicable Disease Program – *Public Health*
6. Approval to Accept the Award for Strategic Prevention Framework, Partnerships for Success through the Office of Substance Abuse and Mental Health Services (SAMHSA) – *Children, Family & Community Connections*

B. Department of Transportation & Development

1. Approval of Amendment No. 1 to the Supplemental Project Agreement No. 33150 with Oregon Department of Transportation for the Clackamas County Regional Freight Intelligent Transportation System Project

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Contract Renewal with the US Department of Army Corp of Engineers and the Clackamas County Sheriff's Office for Use of Property Located Near Willamette Falls Locks - *CCSO*

D. Disaster Management

1. Approval of a Memorandum of Agreement between Clackamas County and the Estacada School District for Emergency/Disaster Related Use of Estacada High School

E. Business & Community Services

1. **Resolution No. 2018-86** Approving the Designation of the North Urban Clackamas County Enterprise Zone – *Economic Development*
2. Approval of Amendment No. 2 to an Intergovernmental Agreement with the City of Gladstone to Provide Library Director Services

F. Community Corrections

1. Approval of Intergovernmental Agreement No. 5874 between the State of Oregon, Department of Corrections and Clackamas County for Substance Abuse Programs for the 2019-2021 Biennium

G. Juvenile Department

1. Approval of Amendment No. 4 to the Intergovernmental Agreement with the State of Oregon, Department of Human Services for Title IV-E Funding Reimbursements for Juvenile Department Programs

H. Technology Services

1. Approval for a Fiber Lease Agreement with the Cascade Access LLC for a Dark Fiber Connection to Barton Park

2. Approval of an Intergovernmental Agreement between Clackamas County Broadband eXchange and the City of Sandy for Conduit Placement
3. Approval of Amendment No. 11 to the Agreement between Clackamas County and Workforce Software LLC for Timekeeping Software Maintenance and Support – *Procurement*
4. Approval of Brand Standardization for Atos/Unify Equipment and software for the Enterprise Telecommunication Network – *Procurement*

VI. DEVELOPMENT AGENCY

1. Granting a Permanent Access Easement to Sam Allen Motel Properties, LLC

VII. WATER ENVIRONMENT SERVICES

1. Approval of a Joint Funding Agreement between Water Environment Services and the U.S. Geological Survey for Johnson Creek Monitoring
2. Approval of a Joint Funding Agreement between Water Environment Services and the U.S. Geological Survey for Tualatin River Monitoring

VIII. COUNTY ADMINISTRATOR UPDATE

The following item was approved and signed by Gary Schmidt, County Administrator on September 12, 2019 in accordance with Clackamas County Code, Appendix C-104. This action was necessary due to the cancellation of the September 12, 2019 Business meeting. This Grant application was due on Monday, Sept. 16th and therefore, DTD asked for County Administrator’s approval.

	DEPARTMENT	ITEM
1	DTD September 12, 2019	Approval to Apply for the 2019 Transportation System Management and Operations Program Grant for Funding to Replace old and outdated traffic signal controllers.

IX. COMMISSIONERS COMMUNICATION

MEETING ADJOURNED – 11:35 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>



Tami Little
County Assessor

Assessment & Taxation

October 24, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Resolution and Boundary Change based on the attached map and legal description for the area formerly known as the City of Damascus
for the Administration of the Ad Valorem Property Tax System

Purpose/Outcomes	This resolution will provide the information necessary for the Oregon Department of Revenue to satisfy all legal requirements of Enrolled Senate Bill 266 enacted by the Oregon Legislature and effective and signed by Governor Kate Brown on July 15, 2019, and which upholds the disincorporation of the City of Damascus and the results of the prior disincorporation election.
Dollar Amount and Fiscal Impact	This resolution will have no fiscal impact.
Funding Source	N/A
Duration	N/A
Previous Board Action	N/A
Strategic Plan Alignment	1. Build public trust through good government.
Contact Person	Tami Little, County Assessor - 503-655-8671

BACKGROUND:

In the May 2016 Election, the City of Damascus voters approved State Measure 93 to dis-incorporate the City of Damascus. The former City surrendered its Charter and all assets and liabilities to Clackamas County, effective July 17, 2016. In addition, all former City employees were offered County employment for a period of one year.

On July 15, 2019, Governor Kate Brown signed Enrolled Senate Bill 226 enacted by the Oregon Legislature, which upholds the disincorporation of the City of Damascus and the results of the prior disincorporation election. To comply with all requirements of SB 226, a boundary change map, including legal description, needs to be approved by the Department of Revenue. The approval of the boundary change map by the Department of Revenue does not enact the date of disincorporation. Per Enrolled Senate Bill 226, "...the date on which the city was dis-incorporated and ceased to exist.... Shall be the date on which the city charter was surrendered to the county", which was July 17, 2016.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve the resolution, the boundary change, and legal description, of the former City of Damascus.

Respectfully submitted,

Tami Little, County Assessor

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

Approval of the Resolution and Boundary
Change based on the attached map and
legal description for the area formerly
known as the City of Damascus for the
Administration of the Ad Valorem
Property Tax System



Resolution No. _____

This matter coming before the Clackamas County Board of Commissioners at this time as the Local Boundary Authority; and

Whereas, the City of Damascus surrendered its charter effective July 17th, 2016, and thus does not exist as a cognizable governmental entity, as it lacks assets, resources, personnel or real property; and

Whereas, Enrolled Senate Bill 226 enacted by the Oregon Legislature, and effective and signed by Governor Kate Brown on July 15, 2019, and which upholds the disincorporation of the City of Damascus and the results of the prior disincorporation election; and

Whereas, the boundaries of the City of Damascus have been dissolved pursuant to its disincorporation and a new boundary map has been created as a result;

NOW THEREFORE, the Clackamas County Board of Commissioners do hereby order and resolve to approve the boundary change based on the attached map and legal description for the area formerly known as the City of Damascus.

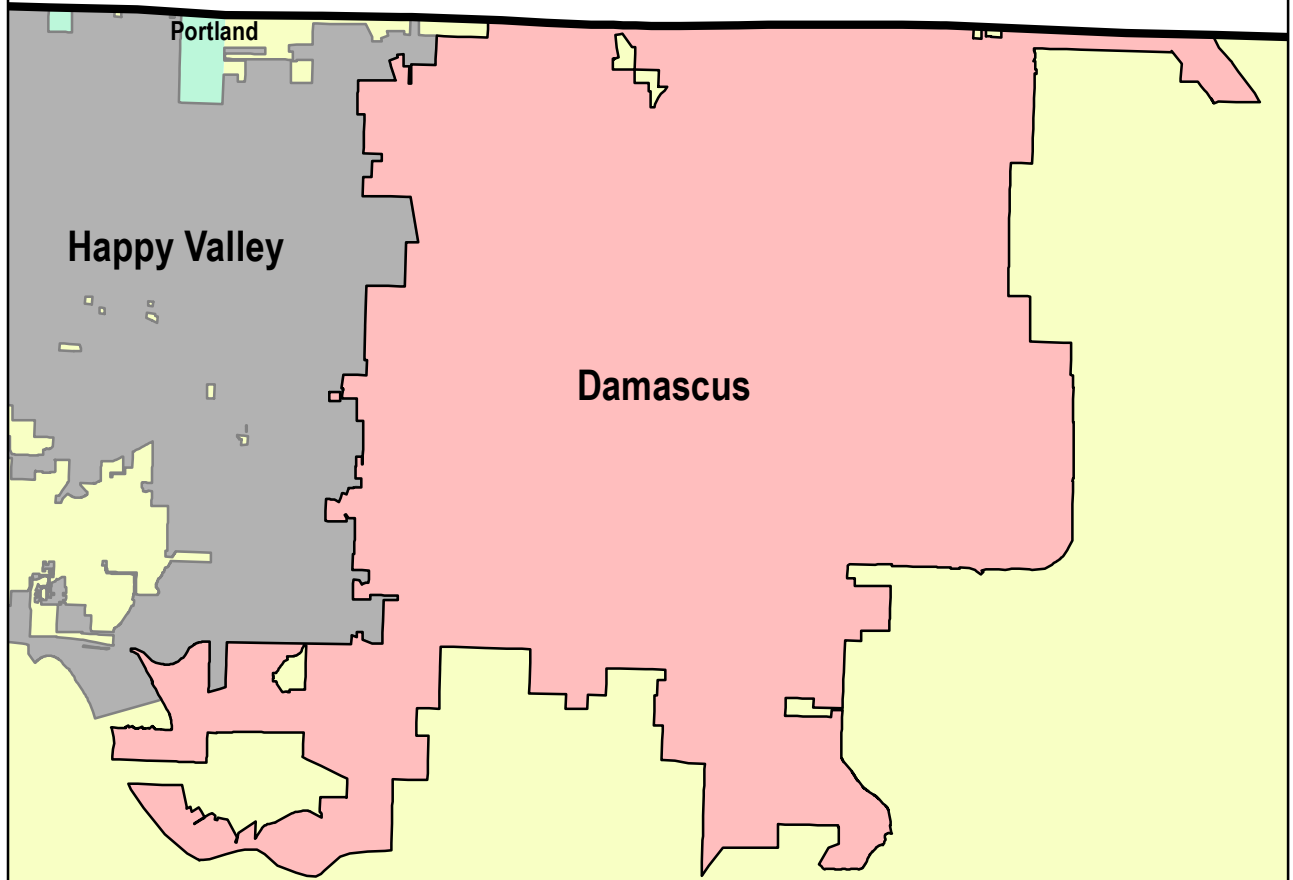
DATED this 24th day of October, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Map Depicts the City of Damascus
as of June 30, 2016



Unincorporated Clackamas County



Legend

- County Boundary
- City of Damascus
- City of Happy Valley
- Unincorporated Clackamas County
- City of Portland

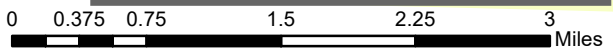



EXHIBIT B

Legal Description

All properties within the boundary of the City of Damascus as of June 30, 2016 are hereby withdrawn and made part of unincorporated Clackamas County.



October 24th, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Loan Agreement with the State of Oregon Business Development Department to Support the
Clackamas County Land Bank Authority

Purpose/Outcomes	This forgivable loan will provide funding to support the startup of the Clackamas County Land Bank Authority.
Dollar Amount and Fiscal Impact	\$300,000. Loan principal and accrued interest is forgivable upon the completion of individual milestones outlined in the loan agreement.
Funding Source	State of Oregon, Business Development Department (OBDD). The loan also requires a \$375,000 match, which will be funded through Lottery dollars (via the BCS Economic Opportunity program) and contributions from other partners.
Duration	Upon execution through May 31, 2022
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build a strong infrastructure • Grow a vibrant economy • Ensure safe, healthy and secure communities
Previous Board Action	<ul style="list-style-type: none"> • <i>April 9, 2019 Policy Session - Clackamas County Land Bank Authority Business Plan</i>
Counsel Review	This agreement was reviewed and approved by County Counsel on October 1, 2019.
Contact Person	Jon Legarza, <i>Interim BCS Economic Development Manager</i> , x4366

BACKGROUND:

Like many other local governments throughout the State of Oregon, Clackamas County faces financial and legal hurdles in cleaning up and repurposing so-called “brownfield” sites, properties where expansion or redevelopment is complicated by actual or perceived environmental contamination. At the same time, the County is challenged by a lack of employment lands, and a critical shortage of affordable housing.

In 2015, recognizing that many local governments faced similar challenges, the Oregon Legislature passed HB 2734, which allows for the creation of Land Bank Authorities to assist local governments in remediating, redeveloping, and revitalizing brownfields without the liabilities traditionally associated with these properties. Under the law, a Land Bank Authority can acquire a brownfield site, remediate contamination, and facilitate repurposing and redevelopment of the property. Critically, a Land Bank Authority enjoys significant protection from liability for pre-existing contamination. Once rehabilitated, these sites can serve as employment lands to meet the needs of expanding or relocating businesses, as sites for new affordable housing developments, or can be turned into new community parks or open spaces.

In April 2019, the Board approved a Business Plan proposed by Business and Community Services (BCS) for the formation and implementation of a Clackamas County Land Bank Authority (CCLBA). One component of the Business Plan was securing adequate funding for CCLBA start-up and initial operations. Upon the Board’s approval of the Business Plan, BCS Economic Development worked with the State of Oregon to secure \$300,000 in forgivable loan funding from the State of Oregon’s Business Development Department to support development of a county brownfield land bank authority.

As part of the Loan Agreement, the County will be responsible for 5 specific deliverables/milestones, specifically:

- 1) Development of a guidebook for establishing a land bank authority to include sample legal documents (such as the ordinances and resolutions) for other cities and counties to use with their councils and commissioners.
- 2) Development of a "roadmap" and document library for other municipalities to use in establishing a land bank authority.
- 3) Providing at least 120 hours of staff support per year from January 1, 2020 through December 31, 2021 to other counties and municipalities to establish their own land bank authorities.
- 4) Securing operating match commitments from partners sufficient to operate the CCLBA for a minimum of two years.
- 5) Production of two annual reports that provide an overview of support and technical assistance to municipalities, details the number of housing and jobs created by participant companies and partner companies, and provide an overview of the collaboration between the CCLBA, other municipalities, and other land bank authorities.

Completion of these milestones will provide resources for other counties to establish their own brownfield land bank authorities. Upon completion of each deliverable/milestone, OBDD will forgive \$60,000 of loan principal and any accrued interest. Upon completion of all 5 milestones, the entire loan amount of \$300,000 and any accrued interest will be forgiven.


RECOMMENDATION:

Staff recommends Board approval of the Loan Agreement between Clackamas County and State of Oregon, Business Development Department for the Clackamas County Land Bank Authority (Project Number 17-19-698) and further authorizes the Director or Deputy Director of Business and Community Services to sign the Loan Agreement and related attachments on behalf of the County.

ATTACHMENTS:

- Strategic Reserve Fund Loan Agreement for the Clackamas County Land Bank Authority (Project Number 17-19-698)

Respectfully Submitted,



Laura Zentner
Director, Business & Community Services

**STRATEGIC RESERVE FUND
LOAN AGREEMENT**

Project Name: Clackamas County Land Bank Authority

Project Number: 17-19-698

Recipient: Clackamas County Economic Development

This loan agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Business Development Department (“OBDD”) and Recipient for financing the project referred to above and described in Exhibit A (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law.

This Contract includes Exhibit A - Contact Information, Project Description, and Special Condition.

Pursuant to ORS 285B.266 and OAR Ch. 123, Div. 090, OBDD is authorized to enter into loan agreements and make loans from the Strategic Reserve Fund.

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Costs of the Project: \$675,000.

Loan Amount: \$300,000.

Project Completion Deadline: 31 January 2022.

Project Close-Out Deadline: 30 days after the earlier of the actual Project completion or the Project Completion Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a loan (the “Loan”) in an aggregate amount not to exceed the Loan Amount.

Conditions to Closing. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

SECTION 3 - DISBURSEMENT

A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, OBDD shall disburse the full Loan to Recipient.

B. Conditions Precedent to Disbursement. OBDD has no obligation to disburse funds unless the following conditions are met at the time of disbursement:

- (1) There is no Event of Default.
- (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.

- (3) The OBDD has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OBDD's biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OBDD is contingent on OBDD receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OBDD has no further obligation to disburse funds to Recipient.
- (4) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 4 - USE OF LOAN

The Recipient shall use the Loan only for the activities described in Exhibit A. The Loan cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project. The Recipient may not use the Loan to cover costs scheduled to be paid for by other financing for the Project from another State of Oregon agency or any third party, nor to reimburse any person or entity for expenditures made or expenses incurred prior to the execution of this Agreement or to retire any debt.

SECTION 5 - LOAN REPAYMENT; LOAN FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues on each disbursement from the date of disbursement until the Loan is fully paid at the rate of 5% per annum. Interest is computed by counting the actual days occurring in a 365-day year.
- C. Maturity Date. Unless completely forgiven, Recipient will pay to OBDD the outstanding principal of the Loan and all accrued interest on 31 May 2022.
- D. Loan Prepayments. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan.

F. INTENTIONALLY OMITTED

G. Forgiveness. OBDD will forgive a portion of the Loan, and accrued interest on the forgiven portion, based on the following:

- (1) OBDD shall forgive \$60,000 of the Loan principal upon OBDD's receipt and approval of the Guidebook described in Exhibit A, Project Description, Section 1.
- (2) OBDD shall forgive \$60,000 of the Loan principal upon OBDD's (i) receipt and approval of the completed Roadmap and (ii) notification and approval of the Website Document Library described in Exhibit A, Project Description, Section 2.
- (3) OBDD shall forgive \$60,000 of the Loan principal upon OBDD's receipt and verification of the two year's hours of assistance described in Exhibit A, Project Description, Section 3.
- (4) OBDD shall forgive \$60,000 of the Loan principal upon OBDD's receipt and verification of match-funding commitments described in Exhibit A, Project Description, Section 4.
- (5) OBDD shall forgive \$60,000 of the Loan principal upon OBDD's receipt and approval of the first-year annual report described in Exhibit A, Project Description, Section 5.

SECTION 6 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract.
- B. Public Notification. Recipient will reasonably acknowledge in some public fashion, such as in public statements, that the Project was funded in part with Oregon State Lottery funds administered by OBDD. OBDD may provide signs and marketing material.
- C. Compliance with Laws. Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- D. INTENTIONALLY OMITTED
- E. INTENTIONALLY OMITTED
- F. Financial Records. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records from the later of the date of this Contract until six years after the Project Close-Out Deadline or the date that all disputes, if any, arising under this Contract have been resolved.
- G. Inspection. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the Project. The Recipient shall supply any Project-related information as OBDD may reasonably require.

- H. Economic Benefit Data. The OBDD may reasonably require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Close-Out Deadline, within the time specified by OBDD.
- I. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- J. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Project; however, the provisions of this section are not to be construed as a waiver by OBDD of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- K. INTENTIONALLY OMITTED
- L. INTENTIONALLY OMITTED
- M. INTENTIONALLY OMITTED
- N. Disadvantaged and Emerging Small Business. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses." OBDD encourages Recipient, in its contracting activities, to follow good faith efforts described in ORS 200.045. The Governor's Policy Advisor for Economic & Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at:
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- O. Continued Tax Compliance. Recipient shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT
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The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1.
- B. Organization and Authority.
 - (1) The Recipient is a municipality of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
 - (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. Tax Compliance. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.657 and local taxes administered by the Department of Revenue under ORS 305.620.
- F. INTENTIONALLY OMITTED

SECTION 8 - EVENTS OF DEFAULT

Any of the following constitutes an “Event of Default”:

- A. Payment Failure. The Recipient fails to make any Loan payment when due.
- B. Payment Failure to State of Oregon. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Loan or the Project.
- D. Bankruptcy.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through D of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD's obligations to make the Loan or further disbursements, return of all or a portion of the Loan amount, payment of interest earned on the Loan amount, and declaration of ineligibility for the receipt of future awards from OBDD. OBDD may also recover all or a portion of the outstanding balance due under the Loan from Recipient by deducting the amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Loan amount or payment of interest earned on the Loan amount, Recipient shall pay the amount upon OBDD's demand. OBDD reserves the right to turn over any unpaid debt from this Contract to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. The remedies are cumulative and not exclusive of any remedies provided by law.

In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - TERMINATION

OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. The Oregon Department of Administrative Services notifies OBDD of an anticipated shortfall in Oregon State Lottery revenues.
- B. OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- C. The program used to fund this Contract fails to receive sufficient funding to make payments under this Contract.
- D. There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Contract is no longer eligible for funding.

SECTION 11 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county).

Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices. Unless otherwise specified in this Contract, any required or permitted notice will be given in writing by personal delivery, email, or by mail, postage prepaid, to Recipient or OBDD at the address listed in Exhibit A. Any notice by personal delivery will be deemed to be given when actually delivered. Any notice so emailed will be deemed to be given upon verification of receipt of email. Any notice so addressed and mailed will be deemed to be given five days after mailing. Each party shall notify the other if there is a change in contact information.
- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. All provisions of this Contract that by their terms are intended to survive shall survive termination of this Contract.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- M. Promotional Use of Recipient Information. Recipient agrees that OBDD may use Recipient and information provided to the OBDD by Recipient in the promotion of OBDD's programs and services. The following typifies, but does not limit, the information OBDD may use in its promotion(s): business name; private lender name; general description of the Project; total Project cost; amount of the Loan; projected number of jobs created / retained as a result of the Project.

N. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Business Development Department



CLACKAMAS COUNTY ECONOMIC DEVELOPMENT

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
Laura Zentner, Director, Business &
Community Services

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Sam Zeigler via email dated 6 September 2019
Sam Zeigler, Senior Assistant Attorney General

EXHIBIT A - CONTACT INFORMATION, PROJECT DESCRIPTION, AND SPECIAL CONDITION

Contact Information:

OBDD

State of Oregon, acting by and through its
Business Development Department,
775 Summer Street NE Suite 200
Salem OR 97301-1280

Contract Administrator: Jeff Stell

Telephone: 503-910-3034

Email: Jeffery.L.Stell@Oregon.gov

Recipient

Clackamas County Economic Development

150 Beaver Creek Road
Oregon City OR 97045-4302

Contact: Jon Legarza

Telephone: 503-742-4366

Email: jlegarza@clackamas.us

Project Description:

Recipient shall use the loan proceeds to develop a county brownfields land bank authority pursuant to ORS 465.603. Through this Project, other counties will be able to replicate Recipient's success in establishing their own brownfields land bank authorities. Recipient, either itself or by and through the created Clackamas County Brownfields Land Bank Authority ("CCLBA"), shall complete the following tasks and deliverables for this Project:

- 1) Develop a guidebook for establishing a land bank authority ("Guidebook"). The Guidebook will include sample legal tools such as the ordinances and resolutions outlined by counsel for cities and counties to use with their councils and commissioners. The Guidebook will be developed by the Recipient's staff, CCLBA staff, and consultants. A review committee formed by CCLBA will periodically update the Guidebook and will produce and store electronic copies, and at least 100 hard copies for distribution to other counties and cities.
- 2) Develop and make available a "roadmap" and document library for other municipalities to establish a land bank authority. CCLBA will develop a roadmap showing the necessary steps utilized to establish the first land bank authority in Oregon. CCLBA staff will create, host, maintain, and pay for a website to upload the documentation of its business plan and ordinances for other cities and counties to use as a template in their process. The website's document library will also be updated by CCLBA to provide financial models that the CCLBA will implement. Documents will include fillable forms, copies of Intergovernmental Agreements (IGAs), Excel spreadsheets to assist with financial modeling for acquisition, and flowcharts of the process to assist from concept to implementation.
- 3) Provide support to other counties and municipalities to establish their own land bank authorities. CCLBA staff will help counties and cities with business plans, agenda items, resolutions, IGAs, et cetera. CCLBA staff will be available for at least 120 hours per year, starting 1 January 2020 and ending 31 December 2021, to assist other municipalities in establishing land bank authorities. CCLBA will provide municipalities with technical assistance on business plans, resolutions, and IGAs through in-person meetings, conference calls, and/or webinars.
- 4) Secure operating match commitments from partners sufficient to operate the CCLBA for a minimum of two years. For avoidance of doubt, CCLBA shall determine and report to OBDD the amount of funding required to meet this provision.

5) Produce an annual report not later than 31 January 2021 for the first year, and 31 January 2022 for the second year, that: provides an overview of support and technical assistance to municipalities, details the number of housing and jobs created by participant companies and partner companies, and provide an overview of the collaboration among Recipient, CCLBA, other municipalities, and other land bank authorities.

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Clackamas County Land Bank Authority	\$300,000	\$375,000
Total	\$300,000	\$375,000

Special Condition:

Recipient and CCLBA shall give Business Oregon irrevocable, worldwide, royalty-free, sub-licensable licenses to all materials to be created as described in the Project Description above, including but not limited to the Guidebook, road map, and all documents in the document library.



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 to Purchase ExaGrid Back-Up Data Storage and Annual Support and Maintenance from CDW-G

Purpose/ Outcomes	Seeking approval to Purchase Additional ExaGrid Back-up Storage Capacity from a Cooperative Contract with CDW-Government.
Dollar Amount and Fiscal Impact	\$153,858.50
Funding Source	Planned Capital expense from TS 747-0227
Duration	Storage capacity is a onetime cost, annual support and maintenance is for five (5) years.
Previous Board Action	BCC consent agenda approval of the original ExaGrid purchase on 11/30/17
Strategic Plan Alignment	1. Build a Strong Infrastructure 2. Build public trust through good government.
Counsel Review	Counsel reviewed/approved transaction method on 10/3/2019.
Contact Person	Chris Fricke CFricke@clackamas.us 503-723-4941

BACKGROUND:

Clackamas County Technology Services began uses ExaGrid for its back-up data storage. TS manages and expands it as needed to keep up with our growing needs. We are currently at approximately 80% of available capacity and project to run out in the near future. As such, there is presently a need to further expand back-up storage capacity and extend the annual support and maintenance for five years – the amount of time that we can reasonably plan to continue using this technology.

Procurement Process

Technology Services staff obtained four (4) quotes from vendors for the exact same ExaGrid capacity and services. The quotes ranged \$153,858.50 (from CDW-G) to \$293,296.88. 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.

County Counsel has reviewed and approved the cooperative contract and this transaction.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the purchase of additional ExaGrid back-up storage and annual maintenance and support from CDW-G by executing a Purchase Order according to the State of Oregon Cooperative "IT Hardware VAR Contract (5603).

Respectfully submitted,

Director

Placed on the Agenda of _____ by the Procurement Division