



Commissioners encourage public to attend public meeting digitally.

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

AGENDA

***Revised**

Added Consent item H.1

Thursday, June 25, 2020 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-55

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****COVID-19 Update**

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

1. Second Reading of Ordinance No. 05-2020 Amending County Code Chapter 2.15, County Internal Auditor (Jodi Cochran, Chief Audit Executive) – *1st reading was 6-11-2020*

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

A. Health, Housing & Human Services

1. Approval of Local Subrecipient Grant Agreement with Northwest Family Services for Casa Esperanza – Culturally Specific Domestic Violence Shelter and Services – *CFCC*
2. Local Subrecipient Grant Agreement with Northwest Family Services to Provide a Bi-Lingual Help Me Grow Liaison – *CFCC*
3. Approval of a Local Subrecipient Grant Amendment No. 2 with Northwest Family Services for Student Resource Coordination – *CFCC*
4. Approval of Change Order No. 3 between Clackamas County and Ankrom Moisan Associated Architect, Inc. for the Sandy Health Clinic Project – *Community Development*
5. Approval of Amendment No. 3 to Intergovernmental Subrecipient Agreement with the Canby Adult Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
6. Approval of Amendment No. 3 to Intergovernmental Subrecipient Agreement with Hoodland Senior Center to Provide Social Services for Clackamas County Residents – *Social Services*

7. Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division, for FTA 5311 Rural Transportation Funds for COVID related Operations of Mt Hood Express – *Social Services*
8. Approval of Amendment No. 12 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*
9. Approval of Amendment No. 9 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. Board Order No. _____ Approving Solid Waste Management Fee Adjustments
2. Approval of Supplemental Project Agreement No. 34089 with Oregon Department of Transportation (ODOT) for the Clackamas Connections Integrated Corridor Management Project

C. Finance Department

1. Approval of Lease for 16201 SE McLoughlin Boulevard with C.G.F. Family Limited Partnership for the Oak Lodge Library
2. Approval of Lease for the Clackamas County Extension and 4-H Service District Buildings with Clackamas County
3. Resolution No. _____ for Clackamas County for Transfer of Appropriations for Fiscal Year 2019-2020
4. Approval of a Contract with NTA Contracting, Inc. for the SE 90th Avenue Reconstruction

D. Elected Officials

1. Approval of Intergovernmental Agreement Amendment No. 1 between Tri-County Metropolitan Transportation District of Oregon (Tri-Met), the City of Portland and Clackamas County Sheriff's Office for Transit Police Services - ccso

E. County Counsel

1. Approval of the Designation of Newspaper for the 2020 Property Tax Foreclosure Publication

F. Department of Human Resources

1. Approval of the Labor Contract between Clackamas County and the Clackamas County Federation of Parole and Probation Officers (FOPPO)

G. Business & Community Services

1. Approval of Willamette Falls Legacy Project - Willamette Falls Trust Grant Agreement by Metro, City of Oregon City, Clackamas County, and the Willamette Falls Trust

***H. County Administration**

1. Approval of an Amendment to an Intergovernmental Agreement with the State of Oregon Related to Funding for a Future County Courthouse

III. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Amendment No. 3 to the Interagency Agreement between North Clackamas Parks & Recreation District and Health, Housing and Human Services, Social Services Division
2. Approval of a Grant Agreement with North Clackamas Parks & Recreation District and the Oregon State Marine Board (OSMB) as Part of the Maintenance Assistance Program (MAP) for FY 2020-21
3. Approval of Stewardship Agreement 20-SA-11060600-004 between North Clackamas Parks & Recreation District and USDA Forest Service – Mt. Hood National Forest for the Rock Creek Project

IV. WATER ENVIRONMENT SERVICES

1. Approval of Amendment No. 1 to an Intergovernmental Agreement between Water Environment Services and Clackamas Community College for Watershed Health Education and a Renewable Energy and Watershed Interpretative Public Art Mural Project

V. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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



Office of the County Treasurer

Public Services Building
2051 Kaen Road, Suite 460 | Oregon City, OR 97045

Jodi Cochran
Chief Audit Executive

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Second reading of Ordinance 05-2020
Amending County Code
Chapter 2.15, County Internal Auditor

Purposes/Outcome	To add Chapter 2.15, County Internal Auditor to Clackamas County Code.
Dollar Amount and Fiscal Impact	No increased cost associated with the addition.
Funding Source	County Internal Auditor position is funded through the County Treasurer budget.
Duration	Indefinite until amended.
Previous Board Action	The County Internal Auditor position was authorized and the County Internal Audit Charter adopted by the Board on April 23, 2015. This matter was presented at the May 12, 2020 Policy Session. This Ordinance had a First Reading at the June 11, 2020 Board Business Meeting.
Strategic Plan Alignment	County Internal Audit strives to provide unbiased perspectives, serve as a conduit for conversation, advocate for continuous improvement, and encourage transparent, well-informed decision making. Codifying this County resource demonstrates a commitment to the County's strategic priority of Building Public Trust through Good Government. Risk-based audit engagements are designed to enhance governance, risk management, and control processes supporting the achievement of the Board's strategic goals.
Contact Person	Jodi Cochran, Clackamas County Chief Audit Executive

Background:

The County Internal Audit function was established by the Board in 2015, when it authorized the appointment of a County Internal Auditor and approved the Internal Audit charter. County Internal Audit is an independent function designed to add value and help Clackamas County achieve its objective by bringing a systematic, disciplined approach to evaluating and improving the effectiveness of governance, risk management, and control processes.

County Internal Audit independence is enhanced by a dual-reporting structure. The County Internal Auditor, its Chief Audit Executive (CAE), reports administratively to the elected County Treasurer and functionally to the Internal Audit Oversight Committee. This structure encourages direct and unrestricted access to “all things Clackamas County.” It also supports a service environment free from conditions that threaten the CAE’s ability to maintain objectivity.

The value of internal audit services depends on its independence and objectivity. The Institute of Internal Auditors’ *International Standards for the Professional Practice of Internal Auditing* require the internal audit function “have freedom from conditions that threaten the ability of the internal audit activity to carry out internal audit responsibilities in an unbiased manner.” This includes protections in place to safeguard the audit organization. Eight of eight local county/city audit shops have governance established in their county or city code (Multnomah County; Washington County; Metro; City of Portland; Clark County, Wa; Deschutes County; Jackson County; and Lane County).

Clackamas County Internal Audit is not designated in Code. The Internal Audit Oversight Committee approved the proposed language codifying the resource at its May 6, 2020 meeting and recommended the Code amendment be presented to the Board for consideration. This matter was presented at the May 12, 2020 Board Policy Session and a First Reading was heard at the June 11, 2020 Board Business Meeting.

Recommendation:

Staff respectfully request the Board hold a public hearing for the second reading of this ordinance and adopt the proposed ordinance, 05-2020.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "J. Cochran".

Jodi Cochran, CPA, CIA, CGMA. CRMA
Clackamas County Chief Audit Executive

ORDINANCE NO. 05-2020

**An Ordinance Amending the
Clackamas County Code by Adding Chapter 2.15, County Internal Auditor**

WHEREAS, the office of the County Internal Auditor is created to provide independent, objective assurance and consulting services designed to add value and improve the county's operations through improved performance and efficacy of government;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 2.15, County Internal Auditor is hereby added to the Clackamas County Code as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this 25th day of June, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Proposed Code Addition – Chapter 2.15, County Internal Auditor

Chapter 2.15**2.15 COUNTY INTERNAL AUDITOR****2.15.010 Office of County Internal Audit**

The Office of County Internal Audit is created and the person holding that office shall act as the head of internal audit for the County. The office consists of the County Internal Auditor and such subordinate employees as the Board of County Commissioners may provide. It is the policy of Clackamas County to maintain the Office of Internal Audit as a means of providing independent, objective assurance and consulting services designed to add value and improve Clackamas County's operations through improved performance and efficacy of governance, risk management, and control processes.

This code establishes the general authority and responsibility of the Office of County Internal Audit and the Internal Audit Oversight Committee. It supersedes any other Internal Audit charter or code.

2.15.020 Appointment of County Internal Auditor

The County Internal Auditor shall be appointed by or dismissed by the County Treasurer in consultation with the County Administrator and the Internal Audit Oversight Committee.

2.15.030 Qualifications

The County Internal Auditor shall possess adequate professional proficiency. Preference will be given to those applicants holding at least one of the following designations: Certified Public Accountant, Certified Internal Auditor, or Certified Fraud Examiner.

2.15.040 Independence

- A. The County Internal Auditor has neither a management nor a policy role; and no operational authority nor responsibility. Rather the County Internal Auditor provides independent and objective information about County programs and services.
- B. The County Internal Auditor governs the office by adherence to the Institute of Internal Auditor's *International Professional Practices Framework* and its mandatory guidance. The office will be considered independent as defined by that framework and shall remain free of influence by any organizational elements.
- C. The County Internal Auditor reports functionally to the Internal Audit Oversight Committee and administratively to the elected County Treasurer. If the office conducts an audit of an activity for which the County Treasurer is or was responsible, the audit scope will state that the auditors are not organizationally independent with regard to the entity being audited.

2.15.050 Authority

- A. The County Internal Auditor is authorized to examine and evaluate the operations and activities of any office, department, political subdivision, or organization which receives appropriations from the Board of County Commissioners, or for which governing bodies are appointed by the Board of County Commissioners.

- B. The County Internal Auditor is authorized to perform special reviews and investigate allegations of fraud, waste, abuse, or misuse of County assets and resources.
- C. The County Internal Auditor shall have full, free and unrestricted timely access to all information, records, property, and personnel required to conduct an audit or otherwise perform audit duties, including confidential and legally privileged information and records so long as privilege is not waived as to third parties.
- D. The County Internal Auditor shall have full, free and unrestricted access to all contractually-required financial and performance-related records; and property, equipment and services purchased in whole or in part with County funds, in the custody of County contractors and subcontractors.
- E. The County Internal Auditor has the authority to request reasonable assistance from appropriate County personnel in acquiring requested records, documents and files, as well as inspection and entry privileges to all assets owned, leased, or borrowed by the County.

2.15.060 Confidential Information

The County Internal Auditor shall not disclose confidential or legally privileged information and records to the extent allowed by law. The County Internal Auditor shall maintain the confidentiality of information submitted in confidence and the identity of the provider of such information to the extent allowed by law, except as the County Internal Auditor deems necessary to discharge the Auditor's duties or as directed by the appropriate legal authority pursuant to a public records request or by a court of competent jurisdiction.

2.15.070 Duties

The County Internal Auditor shall perform all day-to-day functions necessary for the administration and management of the Office of Internal Audit. Such duties include but are not limited to:

- A. Develops and implements policies and procedures for the Office of Internal Audit in compliance with the Institute of Internal Auditor's International Professional Practices Framework and its mandatory guidance.
- B. Delivers assurance and consulting services to the Board of County Commissioners and County Administrator, including financial and performance audits of any office, department, political subdivision, or organization which receives appropriations from the Board of County Commissioners, or for which governing bodies are appointed by the Board of County Commissioners.
- C. Advises the Board of County Commissioners, County Administrator, and County departments on the continuous improvement of County governance, risk management, and control processes.
- D. Makes recommendations to the Board of County Commissioners, County Administrator, and County departments to enhance the security of county assets, accuracy and reliability of financial and operational information, compliance with legal and regulatory requirements, quality of county services and programs, and the results achieved through the use of tax dollars and other public resources.

Proposed Code Addition – Chapter 2.15, County Internal Auditor

- E.** Provides final audit reports to the public, Board of County Commissioners, County Administrator, and County departments, as allowed by public records law.
- F.** Selects, appoints, directs, supervises, disciplines and dismisses all Office of Internal Audit staff consistent with County policies and procedures.

2.15.080 Internal Audit Oversight Committee

- A.** The Internal Audit Oversight Committee objectives are to ensure the Office of Internal Audit is independent and to promote the effectiveness and integrity of the office.
- B.** The Internal Audit Oversight Committee shall be comprised of seven members, as follows:
 - a.** Chair of the Board of County Commissioners,
 - b.** Vice Chair of the Board of County Commissioners,
 - c.** County Counsel,
 - d.** County Administrator, and
 - e.** Three members of the community appointed by the County Treasurer from a list of nominees submitted by the County Internal Auditor, for a term of twenty-four (24) months.
 - f.** The County Treasurer may serve as a non-voting member.
- C.** The Internal Audit Oversight Committee shall perform functions necessary to meet its objectives. Such duties include but are not limited to:
 - a.** Approves the Office of County Internal Audit charter and recommends charter for Board of County Commissioners adoption.
 - b.** Recommends internal audit priorities to the County Internal Auditor and approves risk-based audit plan and associated resource allocations.
 - c.** Reviews and analyzes all audit reports.
 - d.** Evaluates management’s responses to audit recommendations and noted opportunities for improvement.
 - e.** Ensures no unreasonable restrictions are placed on the County Internal Auditor.
 - f.** Facilitates transparent communication between County Internal Auditor, County Administrator, and Board of County Commissioners.
 - g.** Adopt bylaws to allow the Internal Audit Oversight Committee to perform its necessary functions in an open, orderly, and transparent manner.

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Subrecipient Grant Agreement with Northwest Family Services for Casa Esperanza – Culturally Specific Domestic Violence Shelter and Services.

Purpose/Outcome	Northwest Family Services will provide emergency shelter housing, provide survivor support groups, and advocacy services to culturally specific adult victims of domestic violence, sexual assault and stalking.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$130,250. No County Staff are funded through this Agreement.
Funding Source	County General Funds
Duration	Effective July 1, 2020 and terminates on June 30, 2021
Previous Board Action/Review	N/A
Strategic Plan Alignment	1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review:
Contact Person	Adam Freer 562-676-7675
Contract No.	CFCC 9747

BACKGROUND:

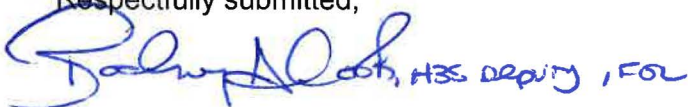
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Agreement with Northwest Family Services. Funding will provide: safe shelter and supportive services (support groups, information and referral, safety planning and individualized assessment, housing assistance and referrals) to Latina survivors of domestic violence and their children.

Funding for this agreement is County General Funds. It has been reviewed by County Counsel. Agreement has a maximum value of \$130,250.

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-9747	
Program Name: Northwest Family Services Casa Esperanza Program/Project Number: 9747	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services Children, Family and Community Connections Division (COUNTY), and Northwest Family Services (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Michael Morasko	Program Manager: Sarah Van Dyke
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 mmorasko@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
RECIPIENT Data	
Finance/Fiscal Representative: Rose Fuller	Program Representative: Rose Fuller
Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org
FEIN: 93-0841022	

RECITALS

- Domestic violence is defined as a pattern of coercive behavior used by one person to control another in an intimate relationship. The violence can be mental, emotional, physical, sexual, financial, and other types of abuse perpetrated to gain and maintain power and control. Domestic violence, sexual assault, stalking, dating violence, and other types of abuse have significant impact on the health and welfare of the residents of Clackamas County.

Latina victims of domestic violence face significant barriers to safety and access to resources. Research demonstrates that Latinas experience intimate partner violence differently from their non-Latina counterparts. Barriers that include social isolation, language, discrimination, fear of deportation, dedication to family, and the cultural stigma of divorce mean that Latina victims are even less likely to report domestic violence and seek protection. They are also less likely to utilize domestic violence shelters.

- Northwest Family Services (NWFS) improves family stability and child well-being by focusing on the social determinants of health. Since 1983, NWFS has worked to reduce poverty through health, education, employment, and social justice services. Programs and services include health and social service navigation, culturally specific women and children's shelter who have experienced violence, youth prevention and intervention programs, outpatient alcohol and drug treatment, coalition support

for drug free communities, support for youth and families affected by incarceration, youth education and employment success, restorative justice, mental health services, job readiness and placement, couple's classes, parenting, healthy relationship education, and more. Services are offered in the greater Portland-Salem metro area in both English and Spanish.

3. Clackamas County (COUNTY) desires to have its citizens share in the benefits of SUBRECIPIENT resources to enhance victim safety through the provision of culturally-specific services in cases of domestic violence, sexual assault, and stalking. The funded staff are stationed in the shelter house and provide direct services to residents and their children as they seek safety from abuse. Primary services include an emergency shelter residence and advocacy services that deal with immediate safety concerns as well as long-term self-sufficiency for families.
4. County General Fund dollars will be used to finance this Local SUBRECIPIENT Grant Agreement.
5. 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 Grant Agreement 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 **July 1, 2020** and not later than **June 30, 2021**, 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 requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. 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.
4. **Grant Funds.** COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that COUNTY will pay is **\$130,250**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
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. **RECIPIENT 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.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its 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 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.
 - 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. RECIPIENT 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 submitted on SUBRECIPIENT letterhead, must reference this agreement number, and 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. 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 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, 2021), 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 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 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 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 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. 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.

 - 4) **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.

- 5) **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.
 - 6) **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 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.
 - 7) **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.
 - 8) **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.
 - 9) **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.
 - 10) **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.
 - 11) **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 COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 - 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 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)

RECIPIENT

Northwest Family Services
6200 SE King Road
Portland, OR 97222

CLACKAMAS COUNTY

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

By: *Rose Fuller*
Rose Fuller, Executive Director

Signing on behalf of the Board:

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

Dated: 6/3/2020

Dated: _____

Approved as to budget and work plan:

Adam S. Freer June 3, 2020
Adam Freer, Director
Children, Family & Community Connections

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: 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

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with
Northwest Family Services to provide a Bi-Lingual Help Me Grow Liaison

Purpose/Outcome	Northwest Family Services will provide a .50 FTE Bi-Lingual Help Me Grow Liaison to serve as the link between Early Learning HUB of Clackamas County, Clackamas Parenting Together, Healthy Families of Oregon and BabyLink, as a resource and referral line for pregnant women and children prenatal to age 3 in Clackamas County.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$15,000. No Impact to County and no match required.
Funding Source	Health Share of Oregon – Help Me Grow program
Duration	July 1 2020-December 31 2020
Previous Board Action/Review	
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: June 4 th , 2020
Contact Person	Adam Freer 562-676-7675
Contract No.	CFCC 9764

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Northwest Family Services to provide a Bi-Lingual Help Me Grow Liaison. The Help Me Grow English/Spanish speaking Liaison will identify early childhood resources in Clackamas County to help create a detailed Early Childhood Resource database which will work to promote awareness of child development, screening and referral practices across the community in order to increase the likelihood that families will monitor children's development and seek prevention and/or early intervention services as needed.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2020 and terminating on December 31, 2020. This Agreement has a maximum value of \$15,000.

RECOMMENDATION:

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

Respectfully submitted,

 H3S DEPT / FOR

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- 9764	
Program Name: <i>Help Me Grow Liaison</i> Program/Project Number: 9764	
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>Northwest Family Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: <i>Michael Morasko</i>	Program Manager: <i>Annette Dieker</i>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 mmorasko@clackamas.us	Children, Family & Community Connections 112 11 th Street Oregon City, OR 97045 (971) 420-3528 adieker@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Rose Fuller	Program Representative: Rose Fuller
Northwest Family Services 6200 SE King Road Milwaukie, OR 97222 503-546-9397 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Milwaukie, OR 503-546-9397 rfuller@nwfs.org
FEIN: 93-0841022	

RECITALS

1. Help Me Grow is a National model for promoting children's optimal development through early detection of young children at risk for developmental delays and linking them to appropriate community-based services through a centralized access point.
2. Northwest Family Services (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, will serve as a link between Early Learning HUB of Clackamas County/Clackamas Parenting Together/Healthy Families of Clackamas County/Babylink, an information and referral resource line for pregnant women and children prenatal to age 3 in Clackamas County/Community-Based providers and the Help Me Grow Centralized Telephone Access point at Swindells Resource Center of Providence Child Care. The Help Me Grow Liaison will help build a detailed Early Childhood Resource database, while setting up systems for quality improvement and maintenance. The Help Me Grow Liaison will work to promote awareness of child development, screening & referral practices across the community in order to increase the likelihood that families will monitor children's development and seek prevention/early intervention services as needed.
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 **July 1, 2020** and not later than **December 31, 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: SUBRECIPIENT Statement 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 Health Share of Oregon Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** COUNTY's funding for this Agreement is issued to COUNTY by Health Share of Oregon, an Oregon nonprofit corporation. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$15,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: 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 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.** 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 COUNTY receiving appropriations or other expenditure authority sufficient to allow 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 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 Health Share of Oregon.
 - 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: 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. 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 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 (December 31, 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 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 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 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. 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.
- 4) **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.
- 5) **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.
- 6) **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 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.

- 7) **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.
 - 8) **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.
 - 9) **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.
 - 10) **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.
 - 11) **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) **Anti-discrimination Clause.** Grantee will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Grantee will not discriminate against minority-owned, women-owned or emerging small businesses.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO THE HEALTH SHARE HELP ME GROW GRANT AGREEMENT


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

SUBRECIPIENT

Northwest Family Services
6200 SE King Road
Portland, OR 97222

CLACKAMAS COUNTY

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

By: 
Rose Fuller, Executive Director

Signing on behalf of the Board:

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

Dated: 6/4/2020

Dated: _____

Approved budget and work plan:


Adam Freer, Director
Children, Family & Community Connections

Dated: June 8, 2020

- Exhibit A-1: Statement of Work
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Progress Report

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Amendment #2 with
Northwest Family Services for Student Resource Coordination

Purpose/Outcome	Northwest Family Services (NWFS) will provide a .60 FTE Student Resource Coordinator (SRC) to provide pre-assessment and referral to relevant resources, services, and assistance navigating healthcare, education and judicial systems to drug and alcohol affected youth and their families. Amend #2 extends the end date and adds partial funding for another year.
Dollar Amount and Fiscal Impact	Amendment #2 adds \$38,400 for a revised maximum of \$230,950. No County Staff are funded through this agreement.
Funding Source	Clackamas County Behavioral Health Fund balance via IAA #9715
Duration	July 1 2020-June 30 2021
Previous Board Action/Review	062019-A8
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: June 8, 2020
Contact Person	Adam Freer 562-676-7675
Contract No.	CFCC 8642

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Amendment #2 for Agreement 8642 with Northwest Family Services for Student Resource Coordination. Services will identify and serve youth at risk of or involved in the use of alcohol and drugs, strengthen collaboration and promote integration among schools, nonprofits, local diversion panels, and State and County service agencies. A minimum of 50 youth and their families will be served through this Amendment #2.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2020 and terminating on June 30, 2021. This Amendment #2 adds \$38,400 for a revised maximum of \$230,950.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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www.clackamas.us

Local Subrecipient Grant Amendment (FY 20-21)
H3S – Children, Family & Community Connections Division

Local Subrecipient Agreement Number: 8642	Board Order Number: 062019-A8
Department/Division: H3S-CFCC	Amendment No. 2
Local Subrecipient: Northwest Family Services	Amendment Requested By: Adam Freer
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds additional funds to continue Student Resource Coordination programming services.

This Amendment adds to the maximum compensation, updated the workplan and extends the duration of the grant.

Maximum compensation is increased by \$38,400 for a revised maximum of \$230,950. It becomes effective July 1, 2020 and terminates June 30, 2021.

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

AMEND:

1. **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 January 1, 2018 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.

TO READ:

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 ***July 1, 2020*** and not later than ***June 30, 2021***, 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.

AMEND:

4. **Grant Funds.** COUNTY's funding for this Agreement is county general funds.
The maximum, not to exceed, grant amount that the COUNTY will pay is \$192,550.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C-1: Financial Report and Reimbursement Request and Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

TO READ:

4. Grant Funds. COUNTY's funding for this Agreement is **Clackamas County Behavioral Health Fund Balance**. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$230,950**.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C-1: Financial Report and Reimbursement Request and Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

REPLACE:

Exhibit B: Northwest Family Services – SRC Budget January 1, 2018 – June 30, 2020

WITH:

EXHIBIT B: BUDGET						
Organization: Northwest Family Services						
Funded Program Name: Student Resource Coordination			Contract 8642			
Program Contact: Rose Fuller rfuller@nwfs.org			Amend 2			
Agreement Term: January 1, 2018 - June 30, 2021						
Approved Award Budget Categories	January 1, 2018 - June 30, 2019	July 1, 2019- June 30, 2020	July 1, 2020- June 30, 2021	Total Award Amount	Match	
Personnel (List salary, FTE & Fringe costs for each position)						
Student Resource Coordinator/CADC (.60 FTE @\$40,000)	\$ 61,000.00	\$ 41,000.00	\$ 24,000.00	\$ 126,000.00	No match is required on this award	
Supervision .10 FTE @ 58,000	\$ 8,550.00	\$ 5,700.00	\$ 3,866.69	\$ 18,116.69		
Clinical/Medical Supervision	\$ 5,400.00	\$ 3,600.00		\$ 9,000.00		
Fringe/Tax @ .24	\$ 17,988.00	\$ 12,072.00	\$ 6,688.00	\$ 36,748.00		
Total Personnel Services	\$ 92,938.00	\$ 62,372.00	\$ 34,554.69	\$ 189,864.69		
Program						
Materials/Supplies	\$ 1,000.00	\$ 675.00	\$ -	\$ 1,675.00		
UAs (~60 youth/year x 3@\$12.2)	\$ 3,308.00	\$ 2,205.00	\$ -	\$ 5,513.00		
Equipment						
Phone/laptop + monthly phone (\$25)	\$ 3,050.00	\$ 1,200.00	\$ 225.00	\$ 4,475.00		
Insurance						
Travel						
Mileage	\$ 4,935.00	\$ 3,290.00	\$ 450.00	\$ 8,675.00		
Travel/Training/Conference	\$ 1,125.00	\$ 750.00	\$ -	\$ 1,875.00		
Additional (please specify)						
Client assistance (bus tickets, etc)						
Total Programmatic Costs	\$ 13,418.00	\$ 8,120.00	\$ 675.00	\$ 22,213.00		
Administration (accounting audit IT Insurance facilities, etc)						
	\$ 9,644.00	\$ 6,058.00	\$ 3,170.31	\$ 15,702.00		
Total Grant Costs	\$ 116,000.00	\$ 76,550.00	\$ 38,400.00	\$ 230,950.00		

ADD:

Exhibit C-1: Northwest Family Services – Student Resource Coordination Financial Report and Reimbursement Request July 1, 2020 – June 30, 2021

EXHIBIT C-1: FINANCIAL REPORT AND REIMBURSEMENT REQUEST					
Organization: Northwest Family Services			Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: 1. Request for Reimbursement with an authorized signature 2. General Ledger backup to support the requested amount 3. Monthly Activity Report showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).		
Funded Program Name: Student Resource Coordination					
Program Contact: Rose Fuller rf Fuller@nwfs.org					
Agreement Term: July 1, 2020 - June 30, 2021					
Contract #8642 Amend 2		Claim Period			
Approved Award Budget Categories		Approved Budget 7/1/20-6/30/21	MONTHLY EXPENDITURE	PREVIOUSLY REQUESTED	BALANCE REMAINING
Personnel (List salary, FTE & Fringe costs for each position)					
Student Resource Coordinator/CADC (.6 FTE @\$40,000)		\$ 24,000.00	\$ -	\$ -	\$ 24,000.00
Supervision .10 FTE @ 58,000		\$ 3,866.69	\$ -	\$ -	\$ 3,866.69
Clinical/Medical Supervision		\$ -	\$ -	\$ -	\$ -
Fringe/Tax @ .24		\$ 6,688.00	\$ -	\$ -	\$ 6,688.00
Total Personnel Services		\$ 34,554.69	\$ -	\$ -	\$ 34,554.69
Program					
Materials/Supplies		\$ -	\$ -	\$ -	\$ -
UAs (~60 youth/year x 3@\$12.2)		\$ -	\$ -	\$ -	\$ -
Equipment					
Phone/laptop + monthly phone (\$25)		\$ 225.00	\$ -	\$ -	\$ 225.00
Insurance					
Travel					
Mileage		\$ 450.00	\$ -	\$ -	\$ 450.00
Travel/Training/Conference		\$ -	\$ -	\$ -	\$ -
Additional (please specify)					
Total Programmatic Costs		\$ 675.00	\$ -	\$ -	\$ 675.00
Administration (accounting audit IT Insurance, facilities, etc)		\$ 3,170.31			\$ 3,170.31
Total Grant Costs		\$ 38,400.00	\$ -	\$ -	\$ 38,400.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of the AGENCY that are pertinent to this Agreement.					
CERTIFICATION					
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).					

ADD:

Exhibit A-2: Northwest Family Services – Student Resource Coordination Work Plan Quarterly Report for July 1, 2020 – June 30, 2021

**Clackamas County – Children, Family & Community Connections
 Work Plan and Quarterly Report**

Provider: Northwest Family Services
Activity: Student Resource Coordination
Contact: Jenna Napier
Contract Period: July 1, 2020-June 30, 2021

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul-Sep20	Oct-Dec20	Jan-Mar21	Apr-Jun21
June 30, 2021 provide pre-assessment and referral to relevant resources and services and assistance navigating healthcare, education, judicial systems, etc. for a minimum of 50 drug/alcohol affected youth and their families.	85% of participating youth and their families will be connected to relevant services and resources, prosocial activities, academic supports and assistance navigating systems including, but not limited to health/mental health care, criminal justice/judiciary, etc. **Measured by client feedback survey responses (successful connection to service/activity, satisfaction with service/needs were met)	# youth assessed/referred				
		# youth connected				
		# families served				
		# families connected				
By June 30, 2021 provide standard D&A assessment to a minimum of 30 youth suspected of drug/alcohol use and provide ASAM level .5-1.0 outpatient treatment or referral to higher level treatment to a minimum of 25 youth identified as using drugs/alcohol.	85% of youth will demonstrate reduction in 30-day use. **Measured by random UA and program data 85% of youth will demonstrate improved attendance. **Measured by Synergy or other school data collection system 85% of youth will be connected to additional resources or supports or prosocial activities, as deemed appropriate. **Measured by program records and youth survey responses	# youth assessed				
		# youth receiving ASAM .5-1.0 outpatient treatment				
		# youth referred to higher level of treatment				
		# youth receiving treatment that reduced 30 day use				
		# youth receiving treatment that improved attendance over 12 weeks				
		# youth receiving treatment that participate in prosocial activities and are connected to additional resources/supports				
By June 30, 2021, provide support and referral to resources to a minimum of 15 parents of youth served	85% of parents of youth served will be referred to a minimum of 2 additional resources and/or supports	# parents served				
		# parents connected to 2 additional supports/resources				

1. Provide narrative about drug/alcohol prevention educational activities that were offered, if any, where these occurred and how many youth were served, etc.
2. Provide narrative about challenges implementing or conducting programming during the quarter (please describe any supports/assistance needed to overcome these).
3. Provide narrative about successes/compelling stories during the quarter

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

AGENCY

Northwest Family Services
6200 SE King Rd
Portland, OR 97222

By: 
Rose Fuller, Executive Director

Date: 6/08/2020

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date: _____

Approved as to budget and work plan:

__________
Adam Freer, Director
Children, Family & Community Connections Division

Date: June 8, 2020

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Change Order #3 between Clackamas County and
Ankrom Moisan Associated Architect, Inc. for the Sandy Health Clinic Project**

Purpose/ Outcome	Change Order #3 will allow for continued services with Ankrom Moisan Associated Architects, Inc. to design medical and dental space for a new health center in Sandy. The address is 39831 Highway 26, Sandy, Oregon 97055.
Dollar Amount and Fiscal Impact	<p>Original Ankrom Moisan Contract Amount:.....\$190,700</p> <p>Change Order No.1-H3S Approved for Zoning Change:.....\$ 18,113 (9.5%)</p> <p>Ankrom Moisan Contract Subtotal:.....\$208,813</p> <p>Change Order No.2-BCC Approved Land Use Issues:.....\$ 43,955 (32%)</p> <p>Ankrom Moisan Contract Subtotal:.....\$252,768</p> <p>Change Order No.3-BCC Pending Design Review Costs:.....\$ 23,483 (44.9%)</p> <p>New Ankrom Moisan Contract Total:.....\$276,251</p> <p>No County General Funds will be used for this project.</p>
Funding Source	Health Centers - Fund Balance
Duration	August 2019 through October 2020.
Previous Board Action/ Review	The BCC approved Ankrom Moisan Architects Contract on August 15, 2019. The BCC approved Change Order #2 on December 5, 2019.
Strategic Plan Alignment	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
Counsel Review	The Professional Services Contract was approved by Counsel on August 5, 2019.
Contact Person(s)	Mark Sirois – Community Development Division: Ext. 5664 Deborah Cockrell – Health Clinics: Ext. 5495
Contract No.	H3S 9429

BACKGROUND: The Health Centers Division of the Health, Housing and Human Services Department requests the approval of this Change Order #3 regarding the Professional Services Contract with Ankrom Moisan for the redevelopment of the newly purchased 6,700 square foot, vacant building located at 39831 Highway 26, Sandy, Oregon. The building will to be used as a Primary Care and Behavioral Health Clinic.

This Change Order #3 is required for the City of Sandy Design Review Process. This Change Order is instrumental for the expansion of the existing building for an additional 2,000 square feet. This Change Order includes; work with the City to resolve questions and issues on the County’s behalf, for Design Review, and Filing Fees. Therefore, County Staff have reviewed the additional costs and support this Change Order for \$23,483 dollars. This Change Order is an increase of (12.9%) to the total Ankrom Moisan Professional Services Contract.

The Board of County Commissioners approved the purchase of this building at the April 16, 2019 business meeting. The County closed on the property on August 22, 2019.

Healthy Families. Strong Communities.

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

www.clackamas.us

Ankrom Moisan was selected through a competitive RFP process. Their services are to redesign the existing structure, contract administration, project management, supervise the structural engineer and construction oversight. County Staff will work closely with Ankrom Moisan on all issue of the project.

RECOMMENDATION: We recommend the approval of this Amendment to the Professional Service Contract via Change Order #3 with Ankrom Moisan and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

CHANGE ORDER FORM

Ankrom Moisan, LLC
 38 NW Davis Street, Suite 300
 Portland, OR 97209

Com. Dev. / Health Ctrs.
 Ankrom Moisan
 H3S Director

Project Name: Design of Sandy Health Clinic
 Project Address: 39831 Highway 26
 Sandy, OR 97055

Change Order No.: **3**
 Contract Date: **8/19/2019**
 Change Order Date: **5/26/20**
 End of Contract: **9/30/2020**

To: Clackamas County Com. Dev. / Health Ctrs.
 2051 Kaen Road, Suite #245
 Oregon City, Oregon 97045

H3S Database Contract No.:
9429

The following change(s) have been authorized by Clackamas County Health Centers. *See the attached letter provided by Ankrom Moisan Architects showing the schedule of fees associated with increceases to their existing Professional Services Contract with Clackamas County H3S-Health Centers. These items 1 through 4 are deemed as necessary and vital for the Sandy Clinic Project, known as Change Order No. 3.*

1. Ankrom Moisan Architects/ Technology Services Engineering.....	\$ 4,800.00
2. Ankrom Moisan Architects/ Design Review Land Use Services-Time.....	\$ 15,000.00
3. Ankrom Moisan Architects/ Design Review Filing Fees.....	\$ 3,483.00
4. Ankrom Moisan Architects/ Reimburables for printing/ mileage.....	\$ 200.00
Total Additional Fees to the Ankrom Moisan Architects Contract.....	\$ 23,483.00

Original Contact Price	\$190,700.00
Net Change by Previous Change Order(s) No.1 & 2.....	\$ 62,068.00
Contract Price prior to this Change Order	\$252,768.00
Contract Price will be (increased) (unchanged) by Change Order No. 3	\$ 23,483.00
The new Contract Price including this Change Order will be	\$276,251.00

The Contract Time will be increased by this Change Order (**0**) calendar days. The date of Final Completion as of the date of this Change Order therefore is (**N/A**).

[Signature Page Follows]

Approved:

by:  5/27/2020
Lori Kellow, Project Architect (date)
Ankrom Moisan Architects

Approved:

by: see attached email 5/27/2020
Deborah Cockrell, FQHC (date)
Clackamas County Health Centers

Approved:

by:  5/27/2020
Steve Kelly, Project Coordinator (date)
Clackamas County Com. Dev.

Approved:

by: _____
Richard Swift, Director (date)
Health, Housing & Human Services
Department

June 25, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement
with the Canby Adult Center to Provide Older Americans Act Services for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #3 with the Canby Adult Center to provide Older American Act (OAA) funded services for persons in the Canby service area.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$74,833 for a revised agreement maximum of \$291,854. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Amendment is effective April 13, 2020 and terminates on June 30, 2020
Previous Board Action	060619-A3, 043020-A5
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	Amendment in a format approved by County Counsel and has been reviewed by EOC Command
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9269; Subrecipient #20-001

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with Canby Adult Center to provide Older American Act (OAA) funded services for persons living in the Canby service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

Page 2 – Staff Report: H3S#9269
June 25, 2020

This amendment adds \$74,833 in funding for the 2019-20 fiscal year effective April 13, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, H3S Deputy FOR

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9269 Subrecipient #: 20-001 Board Agenda #: 60619-A3, 043020-A5

Division: Social Services

Amendment Number: 3

Contractor: Canby Adult Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$74,833.

This Amendment #3, when signed by the Canby Adult Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 13, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$217,021**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$187,771** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of

Canby Adult Center

Subrecipient Grant Agreement #20-001, Amendment 3

Human Services, State Unit on Aging and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$26,525** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$2,100** for National Diabetes Prevention Program are from Oregon Wellness Network. The **\$625** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

TO READ:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$291,854**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$237,804** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- b. **Other Funds.** The COUNTY's funding of **\$26,525** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$2,100** for National Diabetes Prevention Program are from Oregon Wellness Network. The **\$625** is for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization. The COUNTY's funding of **\$20,000** for nutrition program raw food purchases is from Meals on Wheels People (MOWP) funds issued to the COUNTY by MOWP and Oregon Food Bank.

- II. **AMEND:** Exhibit 4 Subrecipient Standard Terms and Conditions to include specific requirements related to the use of "Families First Coronavirus Response Act Funding" and the "Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding" to include a new Section 12 "Major Disaster Declaration number DR4499OR Agreement Provisions" incorporated herein by reference and stated as follows:

12. Major Disaster Declaration number DR4499OR Agreement Provisions.
County is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor

Canby Adult Center

Subrecipient Grant Agreement #20-001, Amendment 3

on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. County intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and Contractor shall provide to County timely reports that provide enough detail to County's reasonable satisfaction in order to obtain federal reimbursement.

III. **AMEND:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 4, is hereby amended

TO READ: Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 5

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Amend

CANBY ADULT CENTER
Fiscal Year 2019-20

	OAA III B	OAA III B	OAA III C1	OAA III C1	OAA III C2	OAA III C2	OAA III D	Required Match	NSIP Funds	State Funds	Other Funds	Ride Connection		TriMet	MEDICAID	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	Reimbursement Rate	
	Funds	Funds	Funds	Funds	Funds	Funds	Funds					STF	5310 Funds								STF Funds
Federal Award Numbers	16AORT3SS	CARES Act	16AORT3CN	FF Act	16AORT3HD	FF & CARES Act	16AORT3PH		16ACRNSIP	N/A	N/A	Funds	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043		93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	
COVID Grant Award						23194		N/A													
Case Management	\$2,035	\$1,550						\$225										167.25 hrs	\$3,811	\$23.12/hr	
Reassurance	\$1,022	\$1,550						\$114										123	\$2,686	\$20.86	
Info. & Assistance	\$9,010							\$1,002										663	\$10,012	\$13.58	
Public Outreach	\$150							\$17										7	\$167	\$21.43	
Transportation - OAA	\$0							\$0									\$842	1,684	\$842	\$0.00	
Evidence based Health & Wellness Program							\$10,700	\$0		\$0								142.5	Classes	\$10,700	\$75.04
National Diabetes Prevention Program											\$2,100						\$0	26	Classes	\$2,100	\$75.00
Trans - Ride Con. Out of Dist								\$0				\$25,475					\$1,456	2,911	\$26,931	\$8.75	
Non Medical Tri Transportation								\$0						344	706			75	\$1,050	\$14.00	
Ride Connection Vehicle Maintenance								\$1,200					\$4,800.00					N/A	36,000	N/A	
OAA Meal Site Management			\$23,171		\$33,630			\$6,338										38,000	\$63,338	\$1.50	
Food Service - OAA & NSIP			\$21,471		\$31,349			\$5,874	\$23,940								\$36,480	38,000	\$119,114	\$2.02	
OP: HDM										\$0								0	\$0		
LIEAP Intakes								\$0								\$625		25	\$625	\$25.00	
TOTALS	\$12,217	\$3,100	\$44,642	\$0	\$66,178	\$23,194	\$10,700	\$14,771	\$23,940	\$0	\$2,100	\$25,475	\$4,800	\$344	\$706	\$625	\$38,176		\$247,375		

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number only applies to Ride Connection Vehicle Maintenance funds only

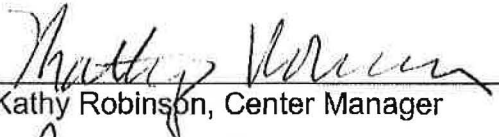
Contracted Amount: \$217,021

Federal Award Totals 187,771

Canby Adult Center
Subrecipient Grant Agreement #20-001, Amendment 3

Except as set forth herein, the SUBRECIPIENT and COUNTY ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

<p>Canby Adult Center</p> <p>By:  Kathy Robinson, Center Manager</p> <p>Date: <u>June 9 2020</u></p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader</p> <p>Signing on Behalf of the Board:</p> <p>_____ Richard Swift, Director Health, Housing & Human Services Dept.</p> <p>_____ Date</p>
--	--

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement
with Hoodland Senior Center to Provide Social Services for Clackamas
County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #3 with the Hoodland Senior Center to provide Older American Act (OAA) funded services for persons in the Villages of Mt. Hood area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$15,099. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Council	Amendment in a format approved by County Counsel and has been reviewed by EOC Command
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #93157; Subrecipient #20-003

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Hoodland Senior Center to provide Older American Act (OAA) funded services for qualified persons living in the Hoodland Senior Center service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

This amendment adds \$15,099 in funding for the 2019-20 fiscal year effective April 21, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

RECOMMENDATION:

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

Respectfully submitted,



H3S Deputy / FOR

Richard Swift, Director

Health Housing & Human Service

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9316 Subrecipient #: 20-005 Board Agenda #: 061319-A3

Division: Social Services

Amendment Number: 3

Contractor: Hoodland Senior Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$15,099.

This Amendment #3, when signed by the Hoodland Senior Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 21, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$79,835**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$34,400** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation

administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$41,785** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$1,250** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

TO READ:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$98,681**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$53,246** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- a. **Other Funds.** The COUNTY's funding of **\$41,785** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$1,250** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

- II. **AMEND:** Exhibit 4 Subrecipient Standard Terms and Conditions to include specific requirements related to the use of "Families First Coronavirus Response Act Funding" and the "Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding" to include a new Section 12 "Major Disaster Declaration number DR4499OR Agreement Provisions" incorporated herein by reference and stated as follows:

12. Major Disaster Declaration number DR4499OR Agreement Provisions.
County is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. County intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and Contractor

shall provide to County timely reports that provide enough detail to County's reasonable satisfaction in order to obtain federal reimbursement.

III. **AMEND:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 4, is hereby amended

TO READ: Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 5

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Amend

Hoodland Senior Center
Fiscal Year 2019-20

	OAA III B	OAA IIIB	OAA IIIC1	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA IIID	Required Match	NSIP Funds	Other State Funds	Ride Connection		LIHEAP Funds	OAA Prog Inc	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds	Funds	STF				5310 Funds						
Federal Award Numbers	16AAORT3SS	CARES Act	16AAORT3CM	FF Act	16AAORT3HD	FF & CARES Acts	16aaORT3PH		16AAORNSIP								
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043		93.053		N/A	20.513	N/A				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
COVID Grant Award						2,747		N/A								\$2,747	
Case Management	853	500						95							85.1	\$1,448	\$15.89
Reassurance	1,060	500						118							99	\$1,678	\$15.82
Information & Assistance	3,122							347							425	\$3,469	\$7.34
Public Outreach	250							28							5	\$278	\$50.00
Transportation - OAA	1,000							111							200	\$1,111	\$5.00
OAA/NSIP Food Service			2520		4410			771	2,835					4,320	4,500	\$14,856	\$2.15
OAA Meal Prog. Mngt			2782		4868			851							4,500	\$8,501	\$0.62
OPI HDM							0								0	\$0	\$0.00
Evidence Based Health & Wellness Programs							10,700	0		0					142.6 Classes	\$10,700	\$59.44
Transp. - Ride Con Out of Dist.								0			4,674			283	567	\$4,957	\$8.25
STF - Van/Vol or Taxi								0			37,111			738	1,475	\$37,849	N/A
Ride Con - Vehicle Maint								600				2,400			N/A	\$3,000	N/A
LIHEAP Applicatoins								\$0					1250		50	\$1,250	\$25.00
TOTALS	\$6,285	\$1,000	\$5,303	\$0	\$9,277	\$2,747	\$10,700	\$2,920	\$2,835	\$0	\$41,785	\$2,400	\$1,250	\$5,341		\$91,843	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contracted Amount \$83,582

Federal Award Totals \$36,800

To Read

Hoodland Senior Center
Fiscal Year 2019-20

Hoodland Senior Center
Subrecipient Grant Agreement #20-005, Amendment 3

Page 5 of 6

	OAA III B Funds	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIIC2 Funds	OAA IIID Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection		LIHEAP Funds	OAA Prog Inc	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
										STF Funds	5310 Funds OR-65-012					
Federal Award Numbers	16AAORT3SS	CARES Act	16AAORT3CM	16AAORT3HD	FF & CARES Act	16aaORT3PH		16AAORNSIP								
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.043		93.053		N/A	20.513	N/A				
Service Category	(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
COVID Grant Award		1,825			2,747		N/A								\$4,572	
Case Management	853	500					95							85.1	\$1,448	\$15.89
Reassurance	1,060	500					118							99	\$1,678	\$15.82
Information & Assistance	3,122						347							425	\$3,469	\$7.34
Public Outreach	250						28							5	\$278	\$50.00
Transportation - OAA	1,000	1,000					111							200	\$2,111	\$5.00
OAA/NSIP Food Service			2,161	3,781	3,089		661	3,695					5,630	5,865	\$19,018	\$1.96
OAA Meal Prog. Mngt.			2,386	4,174	7,422		730							5,865	\$14,712	\$0.41
Site Purchased Meals - Restaurant					480		0							60	\$480	\$8.00
OAA Nutrition Supplies					2,500		\$0							0	\$2,500	
Evidence Based Health & Wellness Programs						10,700	0		0					142.6 Classes	\$10,700	\$59.44
Transp. - Ride Con Out of Dist.							0			4,674			283	567	\$4,957	\$8.25
STF - Van/Vol or Taxi							0			37,111			738	1,475	\$37,849	N/A
Ride Con - Vehicle Maint							600				2,400			N/A	\$3,000	N/A
LIHEAP Applicatoins							\$0					1,250		50	\$1,250	\$25.00
TOTALS	\$6,285	\$3,825	\$4,547	\$7,956	\$16,238	\$10,700	\$2,689	\$3,695	\$0	\$41,785	\$2,400	\$1,250	\$6,651		\$108,022	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contracted Amount \$98,681

Federal Award Totals \$39,408

Except as set forth herein, the SUBRECIPIENT and COUNTY ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

Hoodland Senior Center	CLACKAMAS COUNTY
By: _____ Judith Norval, Board Chair	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
_____ Date	Signing on Behalf of the Board:
Approved as to content:	_____
_____ Ella Vogel, Center Manager	Richard Swift, Director Health, Housing & Human Services Dept.
_____ Date	_____ Date

June 25, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of Transportation, Rail
and Public Transit Division, for FTA 5311 Rural Transportation Funds
for COVID related Operations of Mt Hood Express

Purpose/Outcomes	Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operations for the Mt Hood Express bus service
Dollar Amount and Fiscal Impact	The maximum agreement is \$117,691. These funds will be used to pay for COVID related operation expenses of the Mt Hood Express bus service. No match is required.
Funding Source	Federal Transit Administration 5311 Rural Transportation Funds
Duration	Effective upon execution and terminates on June 30, 2021
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Counsel Review	County Counsel reviewed and approved this document on 6/2/20
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9767

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

The federal Coronavirus Aid, Relief and Economic Security (CARES) Act provides emergency appropriations to support transit agency operations during the pandemic. Funds provided are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and administrative leave. Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007. The funds were allocated by formula to existing 5311 transit service providers.

No match is required for these funds. The agreement was approved by County Counsel on June 2, 2020 and by EOC Command on June 10th, 2020.

RECOMMENDATION:

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

Respectfully submitted

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

Richard Swift, Director
Health, Housing and Human Services

RAIL AND PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **May 1, 2020** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$117,691.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$117,691.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- b. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- c. **Amendments.** This Agreement may be amended or extended only by a written

instrument signed by both Parties and approved as required by applicable law.

- d. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
- h. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- i. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent

contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon
Agreement No. 34189

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Jason Kelly
555 13th Street NE
Salem, OR 97301
1 (503) 731-3320
Jason.d.kelly@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Theresa Conley

Date _____ 05/12/2020

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S/SSD Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY20-21 5311 CARES Rural Transportation Funds
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Teresa Christopherson
Requestor Contact Information: x5718 teresachr@clackamas.us
Department Fiscal Representative: Jennifer Snook
Program Name or Number (please specify): 5353
Brief Description of Project:

Formula grant from Oregon Dept. of Transportation Rail and Public Transit Division to support COVID related operation expenses for the Mt. Hood Express. Funds may be used to maintain service, lost revenue, COVID related supplies and equipment such as personal protective equipment and for paid administrative leave.

Name of Funding (Granting) Agency: ODOT

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

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

OR

Application Packet Attached: Yes No

Completed By: Teresa Christopherson Date: 6/8/2020

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

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

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: N/A
CFDA(s), if applicable: N/A
Announcement Date: 4/9/2020 Announcement/Opportunity #: N/A
Grant Category/Title: 5311 Formula CARES funds Max Award Value: \$117,691
Allows Indirect/Rate: N/A Match Requirement: No match required
Application Deadline: N/A Other Deadlines: _____
Grant Start Date: Upon signature Other Deadline Description: _____
Grant End Date: 6/30/2021
Completed By: Teresa Christopherson Program Income Requirement: None
Pre-Application Meeting Schedule: N/A

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

Mission/Purpose:

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

These funds will address operating deficits in the Mt Hood Express transportation service by covering costs associated with the COVID crises such as service changes, lost revenue, administrative leave, and supplies and equipment such as PPE

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

There are no other public transit providers in this area.

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

The grant is to support the continuing operations of the Mt Hood Express service and to mitigate the financial impacts of the COVID crises. The funds will allow service to continue over the next year despite loss of revenue.

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

The Mt Hood Express provides public transportation to the communities of the Mt Hood Area, specifically between Sandy, the Hoodland area along Highway 26, Government Camp and Timberline Lodge.

Organizational Capacity:

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

We have adequate staffing for this program.

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

We continue to partner with the City of Sandy around operational aspects of the service. These funds will focus on the financial impact of COVID operations.

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

N/A

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

N/A

Collaboration

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

N/A

Reporting Requirements

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

Quarterly reporting as we do with our current 5311 operations grant, as well as NTD reporting to the FTA

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

We will continue to collect performance data to inform the operations and future of the public transit service.

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

No changes from current reporting for the 5311 operations formula grant.

Fiscal

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

This grant will ensure continued service during this time and will also provide sufficient funds to implement COVID related safety measures.

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

N/A

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

N/A

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

N/A

Program Approval:

Teresa Christopherson

6/2/2020

Teresa D Christopherson

Name (Typed/Printed)

Date

Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	6/2/2020	<i>Brenda Durbin (approved by email)</i>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rodney A. Cook	6/9/2020	<i>Rodney A. Cook, HHS Deputy</i>
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Toni Hessevick	6/8/2020	Toni Hessevick
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.33B.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.

Grant Application Lifecycle Form

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OR

Application Packet Attached: Yes No

Completed By: Teresa Christopherson Date: 6/8/2020

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

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

N/A

Collaboration

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

N/A

Reporting Requirements

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Quarterly reporting as we do with our current 5311 operations grant, as well as NTD reporting to the FTA

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4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

N/A

Program Approval:

Teresa Christopherson

6/2/2020

Teresa D Christopherson

Name (Typed/Printed)

Date

Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	6/2/2020	<i>Brenda Durbin (approved by email)</i>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rodney A. Cook	6/9/2020	<i>Rodney A. Cook, H3S Deputy</i>
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Toni Hessevick	6/8/2020	Toni Hessevick
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda Item #:

Date:

OR

Policy Session Date:



County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.

June 25, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #12 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 #12 provides funding of the LPHA for FY20-21.
Dollar Amount and Fiscal Impact	Contract is increased by \$3,468,990. bringing the contract maximum value to \$7,463,899.
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective July 1, 2020 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, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3, December 12, 2019, Agenda item 121219-A2, January 8, 2020, Agenda item 010920-A8, March 26, 2020, Agenda Item 032620-A5, April 23, 2020
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 June 4, 2020
Contact Person	Richard Swift, Interim Public Health Director – (503) 655-8479
Contract No.	9329-12

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #12 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #12 provides the funding of the LPHA for FY20-21. Contract is increased by \$3,468,990. bringing the contract maximum value to \$7,463,899.

This contract is effective July 1, 2020 and continues through June 30, 2021.

Page 2 Staff Report
June 4, 2020
Agreement #9329-12

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

EOC and County Counsel Approval

From: Rastetter, Kathleen
Sent: Thursday, June 4, 2020 1:03 PM
To: EOC, EOCCommand <EOCCommand@clackamas.us>; Naylor, Andrew <ANaylor@clackamas.us>
Cc: Weber, Jeanne <JWeber2@clackamas.us>
Subject: RE: LPHA Amendment #12

Approved.
KR

Kathleen J. Rastetter, Senior County Counsel
2051 Kaen Rd., Oregon City, OR 97045
kathleenras@clackamas.us

From: EOC, EOCCommand <EOCCommand@clackamas.us>
Sent: Thursday, June 4, 2020 12:50 PM
To: Naylor, Andrew <ANaylor@clackamas.us>; Rastetter, Kathleen <KathleenRas@clackamas.us>
Cc: Weber, Jeanne <JWeber2@clackamas.us>
Subject: FW: LPHA Amendment #12
Importance: High

Please review and approve. Command has approved.

Tracy Goodrich
(503) 650-3351
Command Section Administrative Assistant
Clackamas County Emergency Operation Center
eoccommand@clackamas.us

From: Weber, Jeanne <JWeber2@clackamas.us>
Sent: Thursday, June 4, 2020 11:34 AM
To: EOC, EOCCommand <EOCCommand@clackamas.us>
Subject: LPHA Amendment #12
Importance: High

Good Morning

Attached is the revised Amendment #12 to PH's Local Public Health Authority (LPHA) Agreement #159803. This contains our funding for FY20-21. Though there is not a direct line item for COVID funding, as this falls under Program Element #01, there are many references to COVID throughout the document.

As has been protocol, I am processing via the EOC. This item needs County Counsel review and approval. As previously stated Kathleen Rastetter has already reviewed the boilerplate. They revised the language in Exhibit D item 3. There is urgency on this review as I must submit to the BCC.

Please let me know if you have any questions.

Regards,

Jeanne Weber, OPBC, OSPC, CATC
Sr. Management Analyst

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.

AGREEMENT #159803

AMENDMENT #12

**AMENDED AND RESTATED
2019-2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2019-21 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County , the Local Public Health Authority for Clackamas County (“LPHA”).

This Agreement, as originally adopted effective July 1, 2019, and as previously amended, is hereby further amended and restated in its entirety. This amendment and restatement of this Agreement do not affect its terms and conditions for Work prior to the effective date of this Amended and Restated Agreement.

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA’s public health programs;

WHEREAS, OHA is acquiring services under this Amendment for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. OHA intends to request reimbursement from FEMA for all allowable costs.

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA’s public health programs;

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. Effective Date and Duration.** This Amended and Restated Agreement shall become effective on July 1, 2020 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2021.
- 2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

[Exhibit A Definitions](#)

[Exhibit B Program Element Descriptions](#)

[Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms](#)

[Exhibit D Special Terms and Conditions](#)

[Exhibit E General Terms and Conditions](#)

[Exhibit F Standard Terms and Conditions](#)

[Exhibit G Required Federal Terms and Conditions](#)

[Exhibit H Required Subcontract Provisions](#)

[Exhibit I Subcontractor Insurance Requirements](#)

[Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

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

3. SIGNATURES.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

By: _____
Name: /for/ Carole L. Yann
Title: Director of Fiscal and Business Operations
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 11, 2020, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

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

**EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Program Element Descriptions. When a word or phrase is defined in a particular Program Element Description, the word or phrase shall not have the ascribed meaning in any part of this Agreement other than the particular Program Element Description in which it is defined.

1. **“Agreement”** means this 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“CFDA”** mean the Catalog of Federal Domestic Assistance.
5. **“Claims”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 “Program Element” below.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3)(b)ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

June 25, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #09 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 #09 adds Program Element (PE) 01-05 and provides funding for COVID-19 Monitoring.
Dollar Amount and Fiscal Impact	Contract is increased by \$1,218,118.00. bringing the contract maximum value to \$\$8,682,017.00.
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective upon signature and terminates on December 30, 2020
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, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3, December 12, 2019, Agenda item 121219-A2, January 8, 2020, Agenda item 010920-A8, March 26, 2020, Agenda Item 032620-A5, April 23, 2020
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 June 10, 2020
Contact Person	Richard Swift, Interim Public Health Director – (503) 655-8479
Contract No.	9329-09

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #09 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #09 adds PE01-05 and provides funding for COVID-19 Monitoring. Contract is increased by \$1,218,118. bringing the contract maximum value to \$8,682,017.00.

This contract is effective upon signature and continues through December 30, 2020.

Page 2 Staff Report
June 4, 2020
Agreement #9329-09

RECOMMENDATION:

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

Respectfully submitted,

 Gary A. Cook, H3S deputy / FOR

Richard Swift, Director
Health, Housing, and Human Services

County Counsel Approval

From: Rastetter, Kathleen
Sent: Wednesday, June 10, 2020 4:15 PM
To: EOC, EOCCommand <EOCCommand@clackamas.us>; Naylor, Andrew <ANaylor@clackamas.us>; EOC, EOCLogistics <EOCLogistics@clackamas.us>
Cc: Mason-Joyner, Philip <PMason@clackamas.us>; Weber, Jeanne <JWeber2@clackamas.us>
Subject: RE: URGENT - LPHA Amendment #09 - Agreement #9329 for review and approval

Approved.

Kathi

Kathleen J. Rastetter, Senior County Counsel
2051 Kaen Rd., Oregon City, OR 97045
kathleenras@clackamas.us

From: EOC, EOCCommand <EOCCommand@clackamas.us>
Sent: Wednesday, June 10, 2020 3:45 PM
To: Naylor, Andrew <ANaylor@clackamas.us>; Rastetter, Kathleen <KathleenRas@clackamas.us>
Cc: Mason-Joyner, Philip <PMason@clackamas.us>
Subject: FW: URGENT - LPHA Amendment #09 - Agreement #9329 for review and approval
Importance: High

Hello Andrew and Kathi,

Please see the attached for review and approval.

Thank you,

Tiffany West
(503) 650-3351
Command Section Administrative Assistant
Clackamas County Emergency Operation Center
eoctrackamas@clackamas.us

From: Weber, Jeanne <JWeber2@clackamas.us>
Sent: Wednesday, June 10, 2020 3:17 PM
To: EOC, EOCCommand <EOCCommand@clackamas.us>
Cc: EOC, EOCLogistics <EOCLogistics@clackamas.us>
Subject: URGENT - LPHA Amendment #09 - Agreement #9329 for review and approval
Importance: High

Good Afternoon,

The attached needs county counsel review. This is urgent as it is a BCC item. Amendment #09 provides \$1,218,118. Funding for COVID-19 monitoring.

Regards,

*Jeanne Weber, OPBC, OSPC, CATC
Sr. Management Analyst*

Agreement #159803



**NINTH 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 Ninth 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 is acquiring some services under this Amendment for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. OHA intends to request reimbursement from FEMA for all allowable costs. This amendment is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf> as may be applicable to this Amendment.

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

1. Exhibit A “Definitions”, Section 18 “Program Element” is amended to replace the information for PE01 as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
<u>PE 01-01</u> State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
• <u>PE 01-04</u> LPHA COVID-19 Response	GF	N/A	N/A	N	N
• <u>PE 01-05</u> COVID-19 Active Monitoring	FF	TBD/Coronavirus Relief Fund	21.019	N	Y

2. Exhibit B Program Element #01 “State Support for Public Health” is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
3. Section 1 of 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.
4. 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.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
8. The parties expressly ratify the Agreement as herein amended.
9. 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.

10. 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/ Carole L. Yann
Title: Director of Fiscal and Business Operations
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Exempt per Executive Order 20-03, “Declaration of Emergency Due to Coronavirus (COVID-19) Outbreak in Oregon”.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

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

**Attachment A
Program Element Description**

Program Element #01: State Support for Public Health (SSPH)

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 operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Disparities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings.

All changes to this Program Element are effective upon receipt of grant award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.



DAN JOHNSON
DIRECTOR

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

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

A Board Order Approving
Solid Waste Management Fee Increases

Purpose/Outcomes	A Board Order approving Solid Waste Management fee adjustments for collection service
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Subject to Annual Review
Previous Board Action/Review	Policy Session: June 16, 2020.
Strategic Plan Alignment	Ensuring community members have access to safe, convenient garbage and recycling services aligns with several Performance Clackamas strategic priorities and policy perspectives: recycling programs help to honor and protect our natural resources; garbage service supports healthy communities and public trust; the gradual improvement of recycling and composting programs supports the perspective on carbon neutrality. Further, the annual review process provides assurance that customers are provided fair value for the services they receive.
Counsel Review	Reviewed and approved by County Counsel on June 16, 2020
Contact Person	Rick Winterhalter, Sr. Sustainability Analyst DTD Sustainability & Solid Waste 503-742-4466

EXECUTIVE SUMMARY:

On June 16, 2020, a Board policy session presented the findings of the County's annual solid waste fee review, and the unanimous fee increase recommendation from the Solid Waste Commission. This staff report provides a general summary of the policy session and associated staff report.

Overview

The Sustainability & Solid Waste Program, which is part of the Department of Transportation and Development (DTD), manages the County's Integrated Solid Waste Collection System. Each year we review the production records, costs and revenues of the franchised solid waste collection companies.

The County uses this review to establish the fees charged for the variety of services required by the County, and to ensure a fair return to the collectors. The review ensures that solid waste collection services are provided to residents and businesses safely, cost-effectively, efficiently, and in a manner that supports the benefits of recovering materials from the system. A contracted certified public accountant assists in the process by reviewing franchisee financial records, creating summaries, and providing analysis.

Historically the County has recognized the administrative and strategic value of an annual review, coupled with adjustments as necessary to keep fees aligned with costs and services. These adjustments may come in the form of fee increases, adding additional collection services, or a combination of these options. This review model prevents large and unexpected increases for customers that can result from less frequent reviews. Based upon this annual review, the Solid Waste Commission recommended increasing fees in 2019, and the Board of adopted and made effective these new fees on July 1, 2019.

Operating Margin

Historically, the County has worked with franchised haulers to achieve an adjusted operating margin between 8-12%. This year, the adjusted rate of returns for the Urban zone fall within the acceptable range of 8-12%. The combined Rural zone returns were below the lower limit of the range. Based on the available information the total County composite falls below the range with the proposed increase. (*Attachment 1*)

Effects of the Covid-19: Global Pandemic

In response to the viral pandemic, on March 23, 2020, Governor Kate Brown issued executive order 20-12, required all non-essential businesses to close and citizens to shelter in place. Solid waste collection was declared an essential service, and the County's franchised haulers have continued normal collection schedules during the crisis. The only suspension in service is the collection of bulky waste, which requires more than one person to collect.

Underscored by Board Order 2020-09, issued March 2, 2020, declaring a state of emergency for Clackamas County, the County and franchised collectors joined PGE, Northwest Natural, and water/sewer service providers in a policy to continue service to those businesses and residences unable to pay their bill due to circumstances caused by the pandemic. Data on the impact of this policy is still being collected, and the franchisees will be submitting monthly reports to the County regarding the financial impact of COVID-19.

As the pandemic occurred outside of this year's review period, next year's review will provide a better picture of the impacts of the shelter in place policy, including impacts to revenue, for example through non-payment for service, and impacts of cost saving measures that may be found for labor and equipment.

Annual Fee Review and Proposed Fee Increase

Upon the initial review and analysis of the franchisees' annual reports, questions were submitted for clarification to the franchisees. In normal years, site visits are conducted to perform an in-depth review of the internal processes used to generate the reports. COVID-19 prevented on-site visits this year; therefore, it was not possible to prepare extensive adjustments to the composites with confidence. Due to this, only known and measurable

expenses and costs were considered, with the suggested adjustments provided to simply keep fees and real costs aligned.

The three expenses that are known and measurable are:

1. The Oregon Corporate Activity Tax (CAT), which went into effect on January 1, 2020, is imposed on companies who are doing business within the State. The tax is applied to Oregon taxable commercial activity, which is considered the total amount a business realized from transactions and activity in Oregon. The CAT is computed as \$250 plus 0.57% of a company's Oregon commercial activity of more than \$1 million. The composite tax rate for waste and recycling services within Clackamas County is calculated at 0.50% of revenue.
2. Labor expense increases (wages, medical, pension, etc.) of 2.5%, and
3. Metro Excise Tax increase of \$0.90 per ton of disposed waste is effective July 1, 2020, and represents a 0.46% increase to disposal expense, adding approximately \$0.05 to the monthly rate for a 35 gallon cart. (Attachment 2)

If a fee adjustment is approved on July 1, 2020 to account for these combined known and measurable increases, this action will add approximately:

- \$0.55 to a 35 gallon cart collected weekly (which is the most common service level)
- \$0.30-0.35 per yard of container service, and
- \$5.00 to drop box collection fees.

The tables below detail these proposed fee changes for each zone, along with a historical review of adjustments for residential customers (see Attachment 3 for detailed history of fee adjustments). The fee increases presented are proposed to take effect on July 1, 2020.

Proposed Fees – Residential 35 gallon cart collected weekly

Residential 35 gallon cart	Current Monthly Rate	Proposed Monthly Rate	\$ Change	% Change
Urban	\$33.15	\$33.70	\$0.55	1.6%
Rural	30.20	30.75	\$0.55	1.8%
Distant Rural	35.10	35.65	\$0.55	1.5%
Mountain Zone	36.35	36.90	\$0.55	1.5%

Note: All other classes of service follow similar proposed increases, relative to the 35-gallon cart. (Attachment 4)

Recent History of Monthly 32-Gallon Cart Fees

	2014	2015	2016	2017	2018	2019	July 1, 2020
Urban	\$28.90	\$29.95	\$30.05	\$30.05	\$32.55	\$33.15	\$33.70
Rural	25.60	26.25	26.35	26.35	\$29.35	30.20	30.75

Distant Rural	30.60	31.25	31.35	31.35	\$34.35	35.10	35.65
Mountain	31.85	32.50	32.6	32.6	\$35.60	36.35	36.90

Proposed Fees – Container service of 4 yards collected twice a week

Fee Zone	Proposed increase Per Cubic Yard	Current fee: 4 yd container 2x/week	Proposed fee: 4 yd container 2x/week	\$ Change	% Change
Urban	\$0.30	\$593.74	\$604.13	\$10.39	1.7%
Rural/Distant Rural /Mountain	\$0.35	\$800.42	\$812.54	\$12.12	1.5%

Proposed Fees - Drop Boxes

Open Box	Current	July 1, 2020	\$Change	% Change
10 and 20 cu.yd	\$150.00	\$155.00	\$5.00	3.2%
30 cu.yd	\$160.00	\$165.00	\$5.00	3.0%
40 cu.yd	\$170.00	\$175.00	\$5.00	2.9%

NOTE: The fees adopted by the Board for drop box service do not include the cost of disposal at a landfill or transfer station. The franchisee pass that cost through to the customer separately.

Future Potential Increases

Prior to the COVID-19 pandemic, Metro staff were considering presenting a ten percent increase to their disposal fee for approval by the Metro Council. One of the key factors in determining Metro's fees is a tonnage forecast, which is based on the prior year's disposal activity. Their current forecast will no longer be accurate due to the immediate shut down of the region's businesses.

Metro staff have indicated they intend to bring a proposal to their Council later this year (Metro has no timeframe established but has indicated possibly presenting these fees in October or January). The proposal will include an increase in fees based on the revised tonnage forecast, operational impacts at their transfer stations, and Metro's annual budget. If and when this action by the Metro board occurs, County staff will review fees for the effect of this increase and may need to recommend additional adjustments to account for this increase in costs.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners adopt the Solid Waste Management Fee Schedules as recommended by the Solid Waste Commission and as presented in Exhibit A, effective July 1, 2020.

Sincerely,

Eben Polk

Eben Polk
Sustainability & Solid Waste Supervisor
Attachments

For information on this issue or the attachments, please contact Rick Winterhalter at 503-742-4466 or rickw@clackamas.us.

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

In The Matter of Approving the
Clackamas County Fee Schedule
for Waste and Recycling Collection
Services to be uniformly applied by
the Franchised Solid Waste
Collection Companies

} Board Order No. _____
Page 1 of 2

Whereas, This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that an application has been received by the Solid Waste Commission for a Waste Management Fee adjustment for the franchised collectors, and

Whereas It further appearing to the Board that the Solid Waste Commission, at a meeting on June 1, 2020 reviewed the application and supporting data received by the Commission for a Waste Management Fee adjustment for the franchised solid waste collectors within the County, and made their findings as follows:

1. That a Waste Management Fee adjustment has been requested by the franchisees; and
2. That it is the County's responsibility to ensure the solid waste collection system recovers the cost of providing service; and
3. That no general operating cost adjustment in Waste Management Fees be established for infectious waste collection service; and
4. That operating costs such as labor and health insurance are increasing; and
5. That the Oregon Corporate Activity Tax (CAT), went into effect on January 1, 2020, and is imposed on all companies who are doing business within the State; and
6. That the Metro Excise Tax on disposed waste is increasing effective July 1, 2020; and
7. That the Waste Management Fees be adjusted for a majority of the classes of residential and commercial can/cart service; for container collection service, for drop box service and for miscellaneous services in all fee zones as set forth in Exhibit A of this Order; and
8. That this request is just and reasonable under Chapter 10.03 of the Clackamas County Code; and

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

In The Matter of Approving the
Clackamas County Fee Schedule for
Waste and Recycling Collection
Services to be uniformly applied by
the Franchised Solid Waste Collection
Companies

} Board Order No. _____
Page 2 of 2

Whereas, The Board having considered the investment in facilities and equipment; the services of management; methods of storage, collection, transportation and disposal; the length of haul to disposal facilities; the cost of the disposal; reasonable return to the owners of the business; the future service demands of the area or site which must be anticipated in equipment, facilities, personnel or land; extra charge for special pickups or pickups on days where service is not normally provided on a route; extra charges where the type of character of waste or solid waste, including but not limited to, wastes with peculiarly offensive odors, that requires special handling or service; the extra cost for providing the opportunity to recycle; and extra charges for providing janitorial services on the premises where service is provided; we do adopt the findings of the Solid Waste Commission as our own findings and do further find that the Waste Management Fee adjustments as set out herein are just, fair and reasonable; and

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

1. That the foregoing recommendations be adopted and that the franchised collectors be granted a Waste Management Fee adjustment, as shown on Exhibit A, according to the recommendations and made effective July 1, 2020.

DATED this ____ day of June, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Clackamas County Fee Schedule For Waste and Recycling Collection Services

Effective: July 1, 2020

U R B A N	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one cart each for garbage, yard debris and recycling				
	20 gallon cart/can		\$ 29.65		\$ 33.15
	32 gallon cart/can		\$ 33.70		\$ 37.20
	60 gallon cart		\$ 43.40		N/A
	90 gallon cart		\$ 50.55		N/A
	Occasional extra garbage - 35 gallon			\$ 6.05	\$ 6.85
	Occasional extra yard debris - 35 gallon			\$ 3.00	
	Monthly Pick Up⁴ - one cart/can of garbage; weekly recycling included				
	32 gallon cart/can		\$ 15.90		\$ 16.80
	Occasional extra garbage - 32 gallon			\$ 6.05	\$ 6.85
	On-Call Pick Up⁴ - one cart/can of garbage				
	32 gallon cart/can			\$ 15.15	N/A
	Other Services and Fees				
	Recycling only - weekly		\$ 7.45		N/A
	Yard debris subscription ³ - weekly		\$ 6.05		N/A
	Yard debris Permanent 2nd Cart		\$ 4.30		N/A
	Distance fees		Table 2		
	Terrain fee		\$ 3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$ 25.15		\$ 27.15
		32 gallon	\$ 29.20		\$ 31.20
	Individual billing	20 gallon	\$ 26.75		\$ 28.75
		32 gallon	\$ 30.80		\$ 32.80
Occasional extra garbage - 32 gallon			6.05	\$ 6.85	
Bulky waste - furniture, appliances etc.			Table 1		
Additional fees - see Tables 1 and 2					

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House Service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be placed within 50 feet of curb/road). At House Service is not available for recycling or yard debris.

³ Available to customers without weekly garbage service. Requires full year subscription. May be billed annually or monthly, depending on provider.

⁴ Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2020

U R B A N	Commercial Containers weekly recycling included						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$104.35	\$89.91	\$129.77	\$111.61	\$138.54	\$120.39
	2	\$200.95	\$173.72	\$251.83	\$218.10	\$269.34	\$233.35
	3	\$297.57	\$256.11	\$373.86	\$323.57	\$400.15	\$346.84
	4	\$394.17	\$341.36	\$495.91	\$429.66	\$530.92	\$459.54
	5	\$490.79	\$423.74	\$617.96	\$535.14	\$661.72	\$575.89
	6	\$587.39	\$508.17	\$740.01	\$639.93	\$792.51	\$688.00
	Stops/ Week	Monthly fee for container size in cubic yards					
		2	<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>
	1	\$176.07	\$152.97	\$241.10	\$210.16	\$308.28	\$270.74
	2	\$344.40	\$300.13	\$469.74	\$410.41	\$604.13	\$530.35
	3	\$512.74	\$446.49	\$698.39	\$611.30	\$899.98	\$789.12
	4	\$681.07	\$590.50	\$927.04	\$814.25	\$1,195.83	\$1,045.29
	5	\$849.42	\$741.90	\$1,155.71	\$1,013.56	\$1,491.67	\$1,308.02
	6	\$1,017.75	\$886.49	\$1,384.34	\$1,209.56	\$1,787.52	\$1,567.06
	Stops/ Week	Monthly fee for container size in cubic yards					
		5	<i>Add'l</i>	6	<i>Add'l</i>	8	<i>Add'l</i>
	1	\$373.14	\$348.39	\$430.92	\$402.45	\$534.72	\$501.71
2	\$732.65	\$683.86	\$848.22	\$793.41	\$1,055.83	\$990.48	
3	\$1,092.18	\$1,017.19	\$1,265.51	\$1,178.08	\$1,576.93	\$1,479.45	
4	\$1,451.67	\$1,352.18	\$1,682.81	\$1,569.27	\$2,098.04	\$1,966.43	
5	\$1,811.21	\$1,690.14	\$2,100.12	\$1,960.08	\$2,619.15	\$2,446.43	
6	\$2,170.71	\$2,030.66	\$2,517.42	\$2,344.70	\$3,140.26	\$2,939.38	
Commercial Carts/Cans¹ - monthly fee; weekly recycling included							
One Stop per Week				One cart/can	Two carts/cans	Each additional	
32 gallon cart/can				\$29.75	\$57.30	\$25.55	
60 gallon cart				\$41.35	N/A	N/A	
90 gallon cart				\$44.40	N/A	N/A	
Occasional extra garbage - 32 gallon				N/A	N/A	\$5.00	
Two Stops per Week							
32 gallon cart/can - 2 stops/wk				\$58.90	\$113.50	\$26.20	
Occasional extra garbage - 32 gallon				N/A	N/A	\$5.00	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2020

R U R A L	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²	
	Weekly Pick Up¹ - one cart/can of garbage and recycling					
	20 gallon cart/can		\$26.75		\$30.25	
	32 gallon cart/can		\$30.75		\$34.25	
	60 gallon cart		\$42.55		N/A	
	90 gallon cart		\$48.45		N/A	
	Occasional extra garbage - 32 gallon			\$6.10	\$6.90	
	Monthly Pick Up³ - one cart/can garbage; weekly recycling included					
	32 gallon cart/can		\$16.45		\$17.35	
	Occasional extra garbage - 32 gallon			\$6.10	\$6.90	
	On-Call Pick Up³ - one cart/can of garbage					
	32 gallon cart/can			\$15.60	N/A	
	Other Services and Fees					
	Recycling only - weekly		\$10.30		N/A	
	Bulky waste - furniture, appliances etc.			Table 1		
	Distance fees		Table 2			
	Terrain fee		\$3.65			
	Multifamily Service - for shared containers see commercial fees.					
	Weekly Pick Up¹ - one cart/can of garbage and recycling					
	Central billing		20 gallon	\$25.20		\$27.20
			32 gallon	\$29.10		\$31.10
	Individual billing		20 gallon	\$26.75		\$28.75
			32 gallon	\$30.75		\$32.75
	Occasional extra garbage - 32 gallon				\$6.10	\$6.90
	Bulky waste - furniture, appliances etc.			Table 1		
	Additional fees may apply - see Tables 1 and 2					

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House service is when garbage carts/cans are picked up at house instead of roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2020

R U R A L	Commercial Containers weekly recycling included						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$120.57	\$ 115.87	\$ 149.18	\$ 144.02	\$ 166.08	\$ 160.44
	2	\$231.71	\$ 223.11	\$ 288.12	\$ 278.82	\$ 320.88	\$ 310.78
	3	\$342.78	\$ 330.38	\$ 427.00	\$ 413.55	\$ 475.81	\$ 461.16
	4	\$453.92	\$ 437.67	\$ 566.02	\$ 548.37	\$ 630.63	\$ 611.43
	5	\$564.99	\$ 544.94	\$ 704.93	\$ 683.08	\$ 785.42	\$ 761.87
	6	\$685.58	\$ 660.83	\$ 854.04	\$ 827.15	\$ 951.50	\$ 922.25
	Stops/ Week	Monthly fee for container size in cubic yards					
2		<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>	
1	\$211.16	\$ 204.71	\$ 299.88	\$ 291.88	\$ 387.52	\$ 378.07	
2	\$409.47	\$ 397.82	\$ 583.78	\$ 569.43	\$ 756.23	\$ 739.28	
3	\$607.58	\$ 590.73	\$ 867.70	\$ 846.85	\$ 1,124.96	\$ 1,100.51	
4	\$805.73	\$ 783.68	\$ 1,151.61	\$ 1,124.46	\$ 1,493.68	\$ 1,461.73	
5	\$1,004.00	\$ 976.70	\$ 1,435.48	\$ 1,401.63	\$ 1,862.33	\$ 1,822.78	
6	\$1,215.16	\$ 1,181.46	\$ 1,735.33	\$ 1,693.78	\$ 2,249.95	\$ 2,200.80	
Stops/ Week	Monthly fee for container size in cubic yards						
	5	<i>Add'l</i>	6	<i>Add'l</i>	8	<i>Add'l</i>	
1	\$474.04	\$ 463.29	\$ 562.48	\$ 550.13	\$ 731.03	\$ 716.33	
2	\$926.60	\$ 907.23	\$ 1,100.36	\$ 1,078.36	\$ 1,433.18	\$ 1,407.08	
3	\$1,379.13	\$ 1,351.13	\$ 1,638.13	\$ 1,606.48	\$ 2,135.25	\$ 2,097.75	
4	\$1,831.73	\$ 1,795.13	\$ 2,175.95	\$ 2,134.70	\$ 2,837.29	\$ 2,788.39	
5	\$2,284.22	\$ 2,239.02	\$ 2,713.79	\$ 2,662.89	\$ 3,539.43	\$ 3,479.03	
6	\$2,758.24	\$ 2,702.29	\$ 3,275.36	\$ 3,212.16	\$ 4,270.46	\$ 4,195.46	
Commercial Carts/Cans¹ - monthly fee; weekly recycling included							
One Stop per Week				One cart/can	Two carts/cans	Each additional	
32 gallon cart/can				\$ 30.75	\$ 60.10	\$ 28.50	
60 gallon cart				\$ 42.55	N/A	N/A	
90 gallon cart				\$ 48.45	N/A	N/A	
Occasional extra garbage - 32 gallon				N/A	N/A	\$ 5.25	
Two Stops per Week							
32 gallon cart/can - 2 stops/wk				\$ 60.75	\$ 118.75	\$ 27.20	
Occasional extra garbage - 32 gallon				N/A	N/A	\$ 5.25	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2020

D I S T R I B U T I O N R U R A L	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	20 gallon cart/can		\$31.35		\$34.85
	32 gallon cart/can		\$35.65		\$39.15
	60 gallon cart		\$46.20		N/A
	90 gallon cart		\$52.10		N/A
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45
	Monthly Pick Up³ - one cart/can; weekly recycling included				
	32 gallon cart/can		\$18.05		\$18.95
	Occasional extra garbage - 32 gallon			\$6.65	\$7.45
	On-Call Pick Up³ - one cart/can of garbage				
	32 gallon cart/can			\$15.95	N/A
	Other Services and Fees				
	Recycling only - weekly		\$10.40		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain fee		\$3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$29.75		\$31.75
		32 gallon	\$34.05		\$36.05
	Individual billing	20 gallon	\$31.35		\$33.35
		32 gallon	\$35.65		\$37.65
	Occasional extra garbage - 32 gallon			\$6.65	\$7.45
	Bulky waste - furniture, appliances etc.			Table 1	
	Additional fees may apply - see Tables 1, 2 & 3				

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2020

D I S T R I B U T I O N S	Commercial Containers includes weekly recycling						
	Stops/Week	Monthly fee based on size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$134.83	\$ 130.13	\$ 165.43	\$ 160.27	\$ 183.36	\$ 177.71
	2	\$251.98	\$ 243.38	\$ 312.39	\$ 303.09	\$ 347.15	\$ 337.05
	3	\$369.05	\$ 356.65	\$ 459.27	\$ 445.82	\$ 511.10	\$ 496.45
	4	\$486.20	\$ 469.95	\$ 606.29	\$ 588.64	\$ 674.93	\$ 655.73
	5	\$603.28	\$ 583.23	\$ 753.21	\$ 731.36	\$ 838.74	\$ 815.19
	6	\$729.88	\$ 705.13	\$ 910.32	\$ 883.42	\$ 1,013.82	\$ 984.57
	Stops/Week	Monthly fee based on size in cubic yards					
		2	<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>
	1	\$231.43	\$ 224.98	\$ 326.15	\$ 318.15	\$ 419.80	\$ 410.35
	2	\$441.75	\$ 430.10	\$ 628.08	\$ 613.73	\$ 812.54	\$ 795.59
	3	\$651.88	\$ 635.03	\$ 930.02	\$ 909.17	\$ 1,205.31	\$ 1,180.86
	4	\$862.04	\$ 839.99	\$ 1,231.96	\$ 1,204.81	\$ 1,598.06	\$ 1,566.11
	5	\$1,072.33	\$ 1,045.03	\$ 1,533.85	\$ 1,500.00	\$ 1,990.74	\$ 1,951.19
	6	\$1,295.51	\$ 1,261.81	\$ 1,851.72	\$ 1,810.17	\$ 2,402.39	\$ 2,353.24
	Stops/Week	Monthly fee based on size in cubic yards					
		5	<i>Add'l</i>	6	<i>Add'l</i>	8	<i>Add'l</i>
	1	\$512.33	\$ 501.58	\$ 606.78	\$ 594.43	\$ 787.34	\$ 772.64
2	\$994.93	\$ 975.56	\$ 1,180.71	\$ 1,158.71	\$ 1,537.56	\$ 1,511.46	
3	\$1,477.50	\$ 1,449.50	\$ 1,754.52	\$ 1,722.87	\$ 2,287.69	\$ 2,250.19	
4	\$1,960.14	\$ 1,923.54	\$ 2,328.39	\$ 2,287.14	\$ 3,037.80	\$ 2,988.90	
5	\$2,442.67	\$ 2,397.47	\$ 2,902.28	\$ 2,851.38	\$ 3,788.00	\$ 3,727.60	
6	\$2,946.73	\$ 2,890.78	\$ 3,499.90	\$ 3,436.70	\$ 4,567.09	\$ 4,492.09	
Commercial Carts/Cans¹ - monthly fee; weekly recycling included							
One Stop per Week				One cart/can	Two carts/cans	Each additional	
32 gallon cart/can				\$35.65	\$70.60	\$34.65	
60 gallon cart				\$46.20	N/A	N/A	
90 gallon cart				\$52.10	N/A	N/A	
Occasional extra garbage- 32 gallon				N/A	N/A	\$6.00	
Two Stops per Week							
32 gallon cart/can - 2 stops/wk				\$70.60	\$139.75	\$34.05	
Occasional extra garbage - 32 gallon				N/A	N/A	\$6.00	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2020

M O U N T A I N	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one can of garbage and recycling				
	20 gallon can		\$32.60		\$36.10
	32 gallon can		\$36.90		\$40.40
	Occasional extra - 32 gallon			\$6.65	\$7.45
	Monthly Pick Up³ - one can; weekly recycling included				
	32 gallon can		\$18.35		\$19.25
	Occasional extra - 32 gallon			\$6.05	\$6.85
	On-Call Pick Up³ - one can of garbage				
	32 gallon can			\$16.25	N/A
	Other Services and Fees				
	Recycling only - weekly		\$10.40		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain Fee		\$3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$31.00		\$33.00
		32 gallon	\$35.30		\$37.30
	Individual billing	20 gallon	\$32.60		\$34.60
		32 gallon	\$36.90		\$38.90
Occasional extra - 32 gallon			\$6.65	\$7.55	
Bulky waste - furniture, appliances etc.			Table 1		
Additional fees may apply - see Tables 1, 2 & 3					

¹Greater than one can per week, use multiples of single can fee.

² Cans picked up at house instead of roadside or curb (must be within 50 feet of roadside or curb).

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2020

M O U N T A I N	Commercial Containers includes weekly recycling						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$153.88	\$ 149.18	\$ 190.84	\$ 185.68	\$ 211.94	\$ 206.29
	2	\$290.08	\$ 281.48	\$ 363.19	\$ 353.89	\$ 404.31	\$ 394.21
	3	\$426.21	\$ 413.81	\$ 535.48	\$ 522.03	\$ 596.84	\$ 582.19
	4	\$562.41	\$ 546.16	\$ 707.90	\$ 690.25	\$ 789.24	\$ 770.04
	5	\$698.54	\$ 678.49	\$ 880.22	\$ 858.37	\$ 981.63	\$ 958.08
	6	\$844.19	\$ 819.44	\$ 1,062.74	\$ 1,035.84	\$ 1,185.29	\$ 1,156.04
	Stops/ Week	Monthly fee for container size in cubic yards					
		2	<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>
	1	\$269.53	\$ 263.08	\$ 383.31	\$ 375.31	\$ 496.01	\$ 486.56
2	\$517.96	\$ 506.31	\$ 742.39	\$ 728.04	\$ 964.96	\$ 948.01	
3	\$766.19	\$ 749.34	\$ 1,101.49	\$ 1,080.64	\$ 1,433.93	\$ 1,409.48	
4	\$1,014.46	\$ 992.41	\$ 1,460.58	\$ 1,433.43	\$ 1,902.89	\$ 1,870.94	
5	\$1,262.85	\$ 1,235.55	\$ 1,819.63	\$ 1,785.78	\$ 2,371.78	\$ 2,332.23	
6	\$1,524.13	\$ 1,490.43	\$ 2,194.66	\$ 2,153.11	\$ 2,859.64	\$ 2,810.49	
Commercial Cans - monthly fee; weekly recycling included							
One Stop per Week				One cart/can	Two carts/cans	Each additional	
32 gallon can				\$36.90	\$73.10	\$35.90	
Occasional extra - 35 gallon				N/A	N/A	\$6.00	
Two Stops per Week							
32 gallon can - 2 stops/wk				\$73.10	\$144.75	\$35.30	
Occasional extra - 35 gallon				N/A	N/A	\$6.00	
Additional fees may apply - see Tables 1, 2 & 3							

Table 1

Miscellaneous Services		
Bulky Waste - appliances, furniture, etc.		
<i>Fee based on weight and special handling needs. If not easily accessible, hourly fee also applies.</i>		
Minimum fee	\$5.45	
Maximum fee	\$29.15	
Coolant removal fee	\$30.00	<i>Applies to refrigerators, freezers and air conditioners even if refrigerant is removed. Disposal fee additional.</i>
Clean Up Containers		
Each collection charged at 33% of regular container fee (see commercial containers).		
Handling fee*	\$16.60	<i>*only charged for first collection.</i>
Container rent is charged when container is kept longer than 5 working days with no collection. ¹		
< 3 cubic yard	\$2.10	rent per day
3 cubic yards	\$3.10	rent per day
4 cubic yards	\$4.10	rent per day
<i>For larger containers, see Drop Box, Table 4</i>		
Tire Handling Fee - charged in addition to disposal fees		
On rim	\$2.00	
Off rim	\$5.50	
<i>Tires greater than 18 inch diameter are subject to a special handling fee.</i>		
Occasional Extra Garbage - 35 gallon maximum		
Light	\$3.00	<i>does not require extra trip</i>
Heavy	\$5.05	<i>curbside/roadside and requires extra trip</i>
At House	\$5.85	<i>picked up at house (50 ft max from curb/road)</i>
Hourly handling fee - charged in addition to disposal fees		
1 truck, 1 person	\$73.00	per hour
1 truck, 2 people	\$105.00	per hour
Other Fees		
Gate fee	\$4.00	
Reinstatement fee	\$5.00	<i>When service is reinstated after it has been stopped for non-payment or if customer stops and starts service more than once in a calendar year.</i>
Cart redelivery	\$10.00	<i>If cart picked up then service restarted within 12 months.</i>

¹ Rent shall not exceed \$20.00 per container in a 30 day period.

Exhibit A

Effective: July 1, 2020

Table 2

Distance Fees	
Distance	Monthly Fee
3 - 50 feet	\$ 3.50
51 - 100 feet	\$ 5.10
101 - 200 feet	\$ 6.15
201 - 400 feet	\$ 7.20
401 - 800 feet	\$ 8.25
More than 800 feet	\$ 9.30

Distance fees apply when service is not curbside or roadside as defined.

Distances over 50 feet are considered drive-in only.

Fees for distances over 50 feet also apply to non-urban containers served off public roads.

Table 3

Miscellaneous Container Fees
Overweight charges will be applied to containers weighing over 275 pounds per cubic yard. The fee must be mutually agreeable to the customer and collector. The County will act as an arbitrator in the event of a dispute.
Containers that have been compacted are charged 2.2 times the regular container fee for the zone.
Overweight compacted containers weighing over 500 pounds per cubic yard will be charged this fee plus disposal for the excess weight.
Container cleaning fee will be charged for containers needing cleaning more than 2 times in a 12 month period. The fee is the actual cost of cleaning.
Mileage fee applies to Distant Rural and Mountain Fee Zones when containers are located over 26 miles round trip from a disposal site if there are less than seven (7) containers picked up per collection route.

take a look at "other"

Table 4

Drop Boxes and Compactors -Disposal, rental, mileage & other fees are additional	
Open Drop Box	
10-20 cubic yard	\$155.00
Lidded/Specialized-requiring deadhead roundtrip	\$180.00
30 cubic yard	\$165.00
40 cubic yard	\$175.00
Compacted Drop Box	
Less than 25 cubic yards	\$155.00
25 - 34 cubic yards	\$194.00
35 cubic yards and greater	\$223.00
Industrial Special Waste Drop Box	
10-20 cubic yard	\$166.00
30 cubic yard	\$183.00
Other fees	
Rental Fee	
Per day (after 2 working days at one site)	\$6.30
Per month (Occasional Customer collection of less than one load per week)	\$63.00
Per month (Permanent customer)	\$50.00
Per Month Equipment Fee: Lidded/Specialty Drop Box	\$20.00
Delivery Fee¹	
Urban zone	\$40.00
All other zones	\$50.00
Mileage Fee	
Per mile over 18 miles roundtrip from where the truck is stationed (if in Clackamas County, if not then from the Metro South Transfer Station) for a repeat customer and for over 18 miles of truck operation for a one-stop drop box customer.	\$4.70
Multifamily Service Fee - additional fee for communities using compactors and drop boxes to collect garbage. Fee is charged per unit per month.	
5-299 units	\$1.60
300 - 399 units	\$1.45
More than 399 units	\$1.40
Incidental Service Fees	
Stand by time - waiting for box to be cleared, cars to be moved, etc. ²	\$7.00
Leveling load - if driver must spend time leveling load to safely haul. ²	\$7.00
Wash out - if requested by customer or box is contaminated.	\$30.00
Compactor turn-around - if repositioning required to enable collection and tip.	\$40.00
Deadhead round trip: specialized boxes that cannot be exchanged .	\$25.00
Dry run - if scheduled collection is prevented because box is blocked or customer is not ready.	\$30.00

¹For the occasional customer, the delivery charge shall be made for the first drop box at a given location within a 30-day period. For the repeat customer, the delivery charge shall be made for service at different locations.

²Charged in 5 minute increments.

Effective: July 1, 2020

Table 5

Infectious Waste		
Number of units	Fee per gallon	
	20/21	35/48
1	\$ 81.45	\$ 83.23
2	\$ 61.85	\$ 63.50
3	\$ 54.30	\$ 56.00
4	\$ 49.35	\$ 51.00
5	\$ 46.35	\$ 48.00
6	\$ 44.35	\$ 46.00
7	\$ 41.85	\$ 43.50
8	\$ 40.40	\$ 42.00
9	\$ 37.35	\$ 39.00
10	\$ 35.85	\$ 37.50
11	\$ 34.75	\$ 36.50
12	\$ 33.25	\$ 35.00
13	\$ 32.75	\$ 34.50
14	\$ 32.00	\$ 33.75
15	\$ 31.25	\$ 33.00
16	\$ 26.30	\$ 28.00
17	\$ 26.30	\$ 28.00
18	\$ 26.30	\$ 28.00
19	\$ 26.30	\$ 28.00
20	\$ 26.30	\$ 28.00
60	\$ 17.90	\$ 18.75
75	\$ 17.45	\$ 18.10
90	\$ 12.80	\$ 13.10



DAN JOHNSON
DIRECTOR

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

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Supplemental Project Agreement No. 34089 with
Oregon Department of Transportation (ODOT) for the
Clackamas Connections Integrated Corridor Management Project**

Purpose/Outcome	Clackamas County Department of Transportation and Development (DTD) is seeking approval for this supplemental agreement with ODOT for the Clackamas Connections Integrated Corridor Management Project.
Dollar Amount and Fiscal Impact	The total project estimate is \$445,782 Metro TSMO (Federal) Funds is for \$400,000 and local match from road funds will be \$45,782.
Funding Source	County Road Fund will be used as the funding source to cover the 10.27% cash match.
Duration	Upon completion of the project or ten (10) calendar years following the date of signed agreement.
Previous Board Action	1/30/2017 – Local Agency Certification Program Agreement No. 30923
Strategic Plan Alignment	1. Building strong infrastructure. 2. Ensuring safe, healthy and secure communities.
Counsel Review	Reviewed and approved by Counsel on 6/16/2020
Procurement Review	1. Was this item processed through Procurement? NO 2. If no, provide brief explanation: This is an intergovernmental agreement and procurement review is not applicable.
Contact Person	Bikram Raghubansh, Project Manager (503) 742-4706

BACKGROUND:

The proposed Clackamas Connections Integrated Corridor Management (ICM) project spans from City of Wilsonville city limits to the Multnomah County line. This mobility corridor centers on Interstate 5 (I-5) and Interstate 205 (I-205) starting from City of Wilsonville (Wilsonville Rd interchange) to edge of Clackamas County line (Johnson Creek Blvd interchange). The ICM project is a planning phase project that will develop the concept for operations for corridor-specific Transportation System Management and Operations (TSMO). The TSMO plan will improve real-time freeway and arterial travel information, better coordinate signals and will assist the existing transportation system by managing major incidents more effectively on sections of I-5 and along I-205, Wilsonville Road, Elligsen Road, Stafford Road, 65th Ave,

Borland Road, Willamette Falls Drive, 82nd Drive/Avenue, McLoughlin Boulevard (99E) and Highway 224 in Clackamas County.

This project will engage multiple stakeholders within the study area and come up with collection of operational strategies and advanced technologies to collaboratively manage transportation corridor as a multimodal system. ICM can improve corridor travel by integrating existing intelligent transportation system (ITS) devices and systems, including assets operated by different agencies, into a proactive solution designed to manage demand and capacity across all travel modes. This Project will be financed with 89.73% of Metro TSMO (FHWA) funds matched by 10.27% of County Road Funds.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Project Agreement with ODOT for the Clackamas Connections Integrated Corridor Management Project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bikram Raghubansh". The signature is fluid and cursive, with the first name being the most prominent.

Bikram Raghubansh
Senior Traffic Engineering/Project Manager

**Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 34089**

Project Name: Clackamas Connections Integrated Corridor Management

THIS SUPPLEMENTAL PROJECT AGREEMENT (Agreement) is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and CLACKAMAS COUNTY acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" or collectively as "Parties."

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 30923, executed on January 30, 2017 (Local Agency Certification Program Agreement) incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects.
2. Certification status information as of the date of execution of this Agreement:
 - a. Agency is fully certified in the following functional area(s):
 - consultant selection (formal and informal processes)
 - design (excluding bridge design)
 - "advertise, bid, and award" for construction contracts
 - construction contract administration
 - b. Agency is conditionally certified in the following areas:
 - consultant selection (direct appoint process)
 - c. Agency is not currently seeking certification in the following functional area(s):
 - Bridge design
 - d. The project described in this Agreement may be used as one of the required test projects described in the Local Agency Certification Program Agreement that Certified Agency must perform in order to obtain full certification in the following functional areas

- Consultant selection (direct appoint process)
3. Agency has had its Americans with Disabilities Act (ADA)-related design exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.
 4. I-5, I-205, 82nd Avenue, McLoughlin Boulevard (99E) and Highway 224 are a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission.
 5. Portions of SW Wilsonville Rd, SW Elligsen Rd, SW Stafford Rd, SW Borland Road, SW 65th Avenue, and Willamette Falls Drive are a part of the Agency's street system under the jurisdiction and control of Agency.
 6. The Project was selected as a part of the ***Transportation System Management and Operations (TSMO)*** program and may include a combination of federal, state and local funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to Agency delivering the Clackamas Connections Integrated Corridor Management (ICM) project, hereinafter referred to as "Project." Project includes the development of the concept for operations for corridor-specific Transportation System Management and Operations (TSMO) to improve real-time freeway and arterial travel by developing a Concept of Operations that integrates agencies operationally, institutionally, and technologically. The Project consists only of a Planning phase. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The total Project cost is estimated at \$445,782, which is subject to change. Federal funds for this Project shall be limited to \$400,000.19. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final Total Project Cost at the end of the Project, to the ODOT Regional Local Agency Liaison.
3. Federal funds under this Agreement are provided under Title 23, United States Code.
4. If State performs work on the Project, State will provide Agency with a preliminary estimate for the cost of State's work prior to State starting work on the Project. Agency

understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per the Terms of this Agreement.

5. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100%) percent of its costs. State shall reimburse approved Agency invoices at the pro-rated federal share of 89.73 percent. All costs beyond the federal and state reimbursement and any non-participating costs are the responsibility of the Agency, and will not be reimbursed by State. State shall invoice Federal Highway Administration (FHWA) and Agency for work provided as part of the Project. Agency agrees to reimburse State for work performed for the Project upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.
6. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
7. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.
8. Information required by 2 CFR 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.
9. Indirect Cost Rate.
 - a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this Project at the time the agreement is written is 40.93%. This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
 - b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.
10. Agency Work on this Project:
 - a. Agency shall perform the following functional area in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement:
 - consultant selection: formal or informal process, as appropriate
 - b. Certified Agency agrees that if it hires a consultant for this Project using the direct appoint process, the Project must be used as a test project, subject to the terms

and conditions of the Certified Agency's Local Agency Certification Program Agreement.

11. State will submit the requests for federal funding to the FHWA. The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance and scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
12. State's Regional Local Agency Liaison or designee will provide Agency with a written notice to proceed for each phase of the Project when FHWA approval has been secured and funds are available for expenditure on this Project.
13. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
14. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
15. Reserved.
16. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
17. State and Agency Agree that the useful life of the Project is 20 years.
18. By signing this Agreement, Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".
19. **Americans with Disabilities Act Compliance:**

a. General: Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the General Provisions section of Local Agency Certification Program Agreement.

b. ADA Design Standards: Agency agrees to utilize the following standards to assess and ensure that the Project and all component activities comply with ADA requirements, including ensuring that all plans and proposed alternatives for future design or construction of pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements:

i. For portions of the Project on or along the Oregon State Highway System (state highway), Agency shall apply ODOT's current ADA-related standards.

ii. For portions of the Project not on or along a state highway, including locally-owned portions of the NHS, Agency shall apply its own ADA-compliant standards, as approved by State and FHWA for use on federally funded projects.

c. Work Zone Access: Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. For any work zone on or along the state highway, any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route on or along the state highway is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of any work zone, in accordance with ODOT standards and processes.

20. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (hereinafter, referred to individually and collectively as "Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

21. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of

its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

22. This Agreement may be terminated by mutual written consent of both Parties.
23. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
24. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
25. The rights and obligations set out in **Terms of Agreement, paragraphs 16, 19-21, 26-28, and 31 of this Agreement** shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive.
26. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires State to return funds to the

FHWA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

27. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
28. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
29. Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
30. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
31. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 30923, as amended and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State or Agency to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
32. State's Regional Project contact for this Agreement is Glen Bolen, Interim Planning Manager, 123 NW Flanders Street, Portland, OR 97209, 503-731-4753, glen.a.bolen@odot.state.or.us or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Agency/State
Agreement No. 34089

33. Agency's Project Liaison for this Agreement is Bikram Raghubansh, Senior Traffic Engineer/Project Manager, 150 Beaver Creek Road, Oregon City, OR 97045, 503-742-4706, bikramrag@clackamas.us or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #22107) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

Agency/State
Agreement No. 34089

CLACKAMAS COUNTY, acting by and
through its elected officials

By _____

Title _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____

Agency Legal Counsel

Date _____

Agency Contact:

Bikram Raghubansh
Senior Traffic Engineer/Project Manager
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4706
bikramrag@clackamas.us

State's Regional Local Agency Liaison:

Glen Bolen, Interim Planning Manager
123 NW Flanders Street
Portland, OR 97209
503-731-4753
glen.a.bolen@odot.state.or.us

STATE OF OREGON, acting by and
through its Department of Transportation

By _____

Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____

Certification Program Manager

Date _____

By _____

State Traffic Roadway Engineer

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Herbert Lovejoy

Assistant Attorney General

Date via email dated June 1, 2020

Exhibit A – Project Location Map

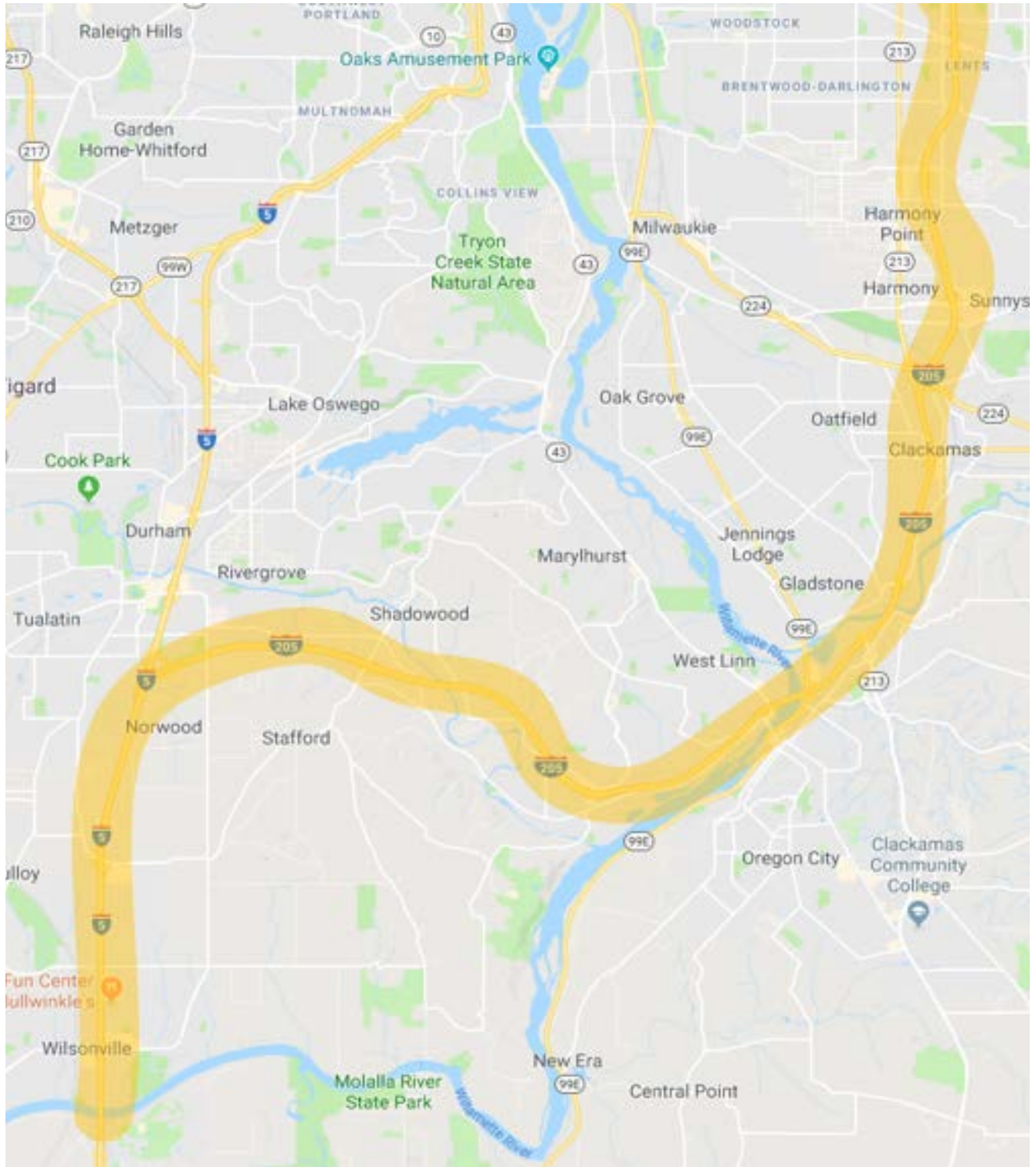


EXHIBIT B
Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”)

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name: _____

Data Universal Number System (DUNS) number: _____

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)
 Yes No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 Yes No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453



Elizabeth Comfort
Finance Director, Interim

Department of Finance

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

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Lease for 16201 SE McLoughlin Boulevard with
C. G. F. Family Limited Partnership for the Oak Lodge Library

Purpose/Outcomes	Execute extension of lease for 16201 SE McLoughlin Boulevard
Dollar Amount and Fiscal Impact	Monthly rent \$7,074.00; total of \$84,888.00 for FY 2020/2021
Funding Source	Clackamas County Library Service District Revenue
Duration	Lease term is for July 1, 2020, through June 30, 2021
Previous Board Action	Current lease approved on June 27, 2019, Consent Item B.2
County Counsel Review	Approved with signature on June 27, 2019
Strategic Plan Alignment	1. Supports providing well-maintained facilities for County services.
Contact Person	Jeff Jorgensen, Director, Facilities Management, 503.734.6248

BACKGROUND:

Clackamas County currently leases the building at 16201 SE McLoughlin Boulevard from C. G. F. Family Limited Partnership for the Oak Lodge Library. The past June 30, 2000 lease had been extended fourteen (14) times. This is a new lease document expires on June 30, 2021.

The Oak Lodge Library is one of thirteen (13) Clackamas County public libraries currently serving the citizens of this county, with the next closest libraries located in Gladstone and Milwaukie. The Oak Lodge Library has operated in this location since 1994.

Business and Community Services has hired an architectural firm to work through a community-driven process to evaluate potential locations for a new facility to be constructed in the near future. Until a new facility is constructed, the library will continue to operate out of its current location.

RECOMMENDATION:

Staff recommends the Board approves and authorizes the Chair of the Board to execute the extension of lease.

Sincerely,

Elizabeth Comfort,
Director, Finance

LEASE

This Lease is made this ___ day of _____, 2020, by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee" and C.F.G. FAMILY LIMITED PARTNERSHIP hereinafter called "Lessor."

LEASE TERM:

Lessor does hereby let and lease the premises hereinafter described (the "Premises") to the Lessee to have and to hold the same for a term beginning July 1, 2020 and ending June 30, 2021.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the Premises. The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

PREMISES:

The Premises is described as 16201 SE McLoughlin Blvd. Oak Grove, Clackamas County, Oregon. The Premises consist of 8,722 square feet of Building "A" located on Assessor's Map T2S, R1E, Section 12DD, Tax Lot 00800 and thirty-five percent (35%) of the parking lot located on Assessor's Map T2S, R1E, Section 12DC, Tax Lot 03600. attached hereto as Exhibit A and incorporated by this reference herein.

BASE RENT:

Lessee agrees to pay as rent for the Premises the sum of seven thousand seventy four dollars (\$7,074.00) per month for the entire lease term.

Rent not paid when due shall, after ten (10) days written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

If this Lease is terminated for any reason other than Lessee's default or failure to perform, Lessor shall reimburse to Lessee the pro rata amounts paid on the unexpired term of this Lease.

SECURITY DEPOSIT:

Lessor acknowledges that Lessee paid the sum of \$4,542.71 as a security deposit upon execution of the original lease term June 1, 1989. Said security deposit shall continue to be kept by Lessor for the purposes described herein. Lessor may apply said security deposit to the cost of performing any obligation which Lessee fails to perform within the time required by the lease, but such application by the Lessor shall not be the exclusive remedy for Lessee's default. If the security deposit is applied by Lessor, Lessee shall on demand pay the sum necessary to replenish the security deposit to the original to the original amount, if said demand is made before termination of Lessee's tenancy. To the extent not applied by Lessor to cure defaults by Lessee, the security deposit shall be applied against the rent payable for the last months' rent, any part or all of the security deposit that has not been applied by the Lessor pursuant to this provision shall be returned to Lessee within thirty (30) days after the end of the Lease.

POSSESSION:

Lessee shall be entitled to full use and possession of the Premises for the entire Lease term.



Elizabeth Comfort
Finance Director, Interim

Department of Finance

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

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Lease for the Clackamas County Extension and 4-H Service District
Buildings with Clackamas County

Purpose/Outcomes	Execute lease for the Clackamas County Extension and 4-H Service District
Dollar Amount and Fiscal Impact	Monthly rent \$2,660.00; total \$31,920.00 for FY 2020/2021.
Funding Source	The Extension and 4-H Service District tax base provides funding to pay all lease and allocated facility costs.
Duration	Lease term is for July 1, 2020, through June 30, 2022
Previous Board Action	Current lease approved on June 28, 2018, Consent Item C.5
County Counsel Review	Approved with signature on June 28, 2018
Strategic Plan Alignment	1. Supports adult and youth educational activities. 2. Supports economic vitality and environmental health.
Contact Person	Jeff Jorgensen, Director, Facilities Management, 503.734.6248

BACKGROUND:

Clackamas County currently leases two buildings at 200 and 174 Warner Milne Road, Oregon City, to house the Oregon State University Extension Service faculty, staff, and volunteers which work alongside local partners to provide educational workshops, activities, and services tailored to the unique industries, natural resources and citizens of Clackamas County.

The Extension Service conducts research and shares research-based education to improve economic vitality and promote personal and environmental health. Vital services and educational activities include 4-H youth services, family and community health, forestry and natural resources, master gardener programs, area small farms, woodland management, and food preparation and preservation outreach. These current facilities continue to provide basic support for these programs by providing offices, training, and storage space with convenient access to volunteers, clients, and the public.

The current lease expires on June 30, 2020. The Extension Service continues to plan and investigate options to construct a new facility to house current and future programs and support critical county recovery services in the event of major disasters and catastrophes.

RECOMMENDATION:

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Sincerely,

Elizabeth Comfort,
Director, Finance

LEASE

This Lease is made this ___ day of _____, 20___, by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessor" and the Clackamas County Extension and 4-H Service District, a county service district, hereinafter called "Lessee".

The parties have agreed as follows:

LEASE TERM:

In consideration of the agreements herein contained, the Lessor does hereby let and lease the premises hereinafter described to the Lessee to have and to hold the same for a term beginning July 1, 2020 and ending June 30, 2022.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the premises. The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

PREMISES:

The two premises subject to this Lease are situated at 174 and 200 Warner Milne Road, Oregon City, Clackamas County, Oregon (collectively referred to as the "premises"). The leased premises consist of a building containing approximately 3,420 square feet, an annex containing approximately 1,792 square feet, totaling 5,212 square feet, and the adjacent parking lot located on Clackamas County's Red Soils Campus, Assessor's Map T3S, R2E, Section 05C, Tax Lot 00812E1. Lessee acknowledges that it has examined the premises and agrees to accept the premises in "as-is" condition, and that Lessor has made no representations or warranties regarding the condition of the premises or its fitness for any particular use.

BASE RENT:

Monthly rent for the property is two thousand six hundred sixty dollars (\$2,660.00).

Rent not paid when due shall, after ten (10) days' written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

USE AND ENJOYMENT:

Lessor covenants that Lessee shall be entitled to possession of the premises for the operation of Oregon State University Extension Service programs. Lessee covenants not to use the premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the premises nor create any nuisance upon the same.

ADDITIONAL RENT:

Lessee shall be responsible to Lessor for charges for electrical services, natural gas, water/sewer, garbage and recycling service, insurance costs, heating/ventilation/air conditioning maintenance and repair, grounds maintenance, fire and life safety inspections and maintenance, and labor and materials for building repair including, but not limited to, plumbing and janitorial service. All charges will be billed by Lessor to Lessee as additional rent on a quarterly basis, due and payable within thirty (30) days of invoice receipt.

POSSESSION:

Lessee shall be entitled to full use and possession of the premises for the entire Lease term unless the Lease is terminated as provided herein.

PROPERTY TAXES:

It is understood that Lessee is an agricultural education extension service district and, therefore, is entitled to an exemption of property taxes upon timely application and approval by the Clackamas County Assessor and Tax Collector's Office. The rent payable as described above has been established to reflect the savings resulting from this exemption. If an exemption from property taxes is not allowed, Lessee is solely responsible for payment of property taxes.

INSPECTION:

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the premises at any reasonable time to perform building maintenance, inspect the premises, and examine the condition thereof.

ALTERATIONS:

Lessee accepts premises in an "as is" condition. Lessee will make no alterations to the premises without express written consent of Lessor.

All alterations undertaken by Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee that cannot reasonably be removed by Lessee without damaging the premises shall become the property of the Lessor upon termination of this Lease.

SIGNS:

No signs, awnings, antennas, or other apparatus shall be painted on or attached to the building, nor any thing placed on the exterior of the premises without Lessor's written approval, which shall not be unreasonably withheld. All signs installed by Lessee shall comply with Lessor's standards for signs and all applicable codes and ordinances, and all signs and sign hardware shall be removed upon termination of this Lease, with the sign location restored to its former state unless Lessor elects to retain all or any portion thereof.

MAINTENANCE:

All maintenance and repairs on or around the leased premises shall be performed by Lessor, subject to reimbursement by Lessee, and done in such a way as to interfere as little as reasonably possible with the use of the premises by the Lessee.

Notwithstanding the above term, Lessee shall maintain premises in a neat condition, free of trash and debris, in good order and repair.

Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased premises from imminent damage, prior to such notice, arrange for necessary emergency repairs. Payment for emergency repairs shall be the responsibility of Lessor.

LIEN CLAIMS AND LIABILITY:

Lessee shall not allow any liens to attach to the building or Lessee's interest in the premises as a result of any alterations or modifications done at Lessee's request or obligations or judgments of Lessee unrelated to the premises. Any labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

PLACE OF PAYMENT AND NOTICE:

Any notice to which Lessor shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Notice for Lessee shall be mailed to 200 Warner Milne Road, Oregon City, OR 97045. Place for notices may be changed by written notice from the party changing address.

INDEMNIFICATION:

Lessee agrees to indemnify, defend, and hold harmless the Lessor, their officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to Lessor's sole negligence, arising from performance of this Lease and the use of the premises.

Lessee shall be responsible for insuring its personal property and trade fixtures located on the premises and any alterations or tenant improvements it has made to the premises. Neither Lessor nor Lessee shall be made liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement.

LIABILITY INSURANCE:

Lessee shall procure and maintain during the term of the Lease the following insurance at Lessee's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than two million dollars (\$2,000,000) and a per occurrence limit of not less than one million dollars (\$1,000,000). Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the Property whether or not related to an occurrence caused or contributed to by Lessor's negligence. Such insurance shall protect Lessee against the claims of Lessor on account of the obligations assumed by Lessee under Indemnification, and shall name Lessor as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days' written notice to Lessor before any change or cancellation shall be furnished to Lessor before Lessee's occupancy of the Property.

NO ATTORNEY FEES

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Lease, each party shall be responsible for its own attorneys' fees and expenses.

TOTAL OR PARTIAL DESTRUCTION:

If the leased property is partly damaged, the property shall be repaired by Lessor at Lessee's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Lessor.

If the property is destroyed or damaged such that the cost of repair exceeds fifty percent of the value of the structure before the damage, either party may elect to terminate the Lease as of the date of the damage or destruction by notice given to the other in writing not more than ten (10) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. If neither party elects to terminate, Lessor shall proceed to restore the property to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Lessor's reasonable control.

Rent shall not be abated during the repair of any damage to the extent the property is untenantable.

HAZARDOUS SUBSTANCES:

Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed or, or otherwise released on or under the premises. Lessee may use or otherwise handle on the premises only those Hazardous Substances typically used in the prudent and safe operation of the program. Lessee may store such Hazardous Substances on the premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the premises. The term *Environmental Law* shall mean any federal, state, or local status, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

ASSIGNMENT AND SUBLETTING:

Lessee shall not have the right to assign this Lease without the written consent of Lessor.

HOLDING OVER:

If Lessee shall hold over and remain in possession of said premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a month-to-month tenancy which may be terminated at any time by Lessor upon sixty (60) days' notice to Lessee.

WAIVER:

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

TERMINATION AND BREACH:

This Lease can be terminated by either party with ninety (90) days' written notice.

This Lease may be terminated by Lessor for the following reasons upon thirty (30) days' written notice to Lessee: (1) for convenience; (2) if Lessor fails to receive expenditure authority sufficient to allow Lessor, in the exercise of its reasonable administrative discretion, to continue to perform under this Lease; or (3) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Lease is prohibited.

If Lessee fails to pay additional rent by the final day of the month in which it is due, Lessor may terminate this Lease by sixty (60) days' written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover any costs due and payable, or other damages or relief. Within sixty (60) days of receipt of said notice, Lessee shall vacate the premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of operating costs, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days' written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended.

If Lessee breaches any covenants or conditions of this Lease, other than payment of operating costs, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days' written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceeding to recover damage or other relief. Within sixty (60) days of receipt of such notice, Lessee shall vacate the premises.

If Lessor breaches any covenants or conditions of this Lease, other than payment of operating costs, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days' written notice thereof to Lessor, without waiver of any rights Lessee may have to initiate legal proceeding to recover damage or other relief. Within sixty (60) days of receipt of such notice, Lessee shall vacate the premises.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

SURRENDER:

On expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the premises clean and in the same condition as at the commencement of the term subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures

that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

NON-WAIVER OF GOVERNMENTAL RIGHTS:

Subject to the terms and conditions of this Lease, Lessor is specifically not obligating itself with respect to any discretionary action relating to the premises including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.

LIMITATION OF LIABILITIES:

This Lease is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for any indirect, incidental, consequential or special damages under this Lease or any damages of any sort arising solely from the termination of this Lease in accordance with the non-default termination provisions set forth above.

LESSOR

CLACKAMAS COUNTY BOARD
OF COUNTY COMMISSIONERS

Jim Bernard, Chair

Date

LESSEE

Clackamas County Extension and 4-H Service
District

Jim Bernard, Chair

Date

Approved as to form:



Office of County Counsel

06/16/2020

Date

USE AND ENJOYMENT:

Lessor covenants that Lessee shall be entitled to possession of the Premises for government offices and related purposes. Lessee covenants not to use the Premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the Premises nor create any nuisance upon the same.

OPERATING COSTS:

Lessee shall be responsible for telephone, electricity, and natural gas services to the Premises. Lessor shall be responsible for water, sewer, landscape, ice and snow removal and garbage services to the Premises.

PROPERTY TAXES:

Lessee is applying for a property tax exemption on the property described above under provisions of ORS 307.112. If the property tax exemption is granted, Lessee and Lessor agree that any tax savings resulting from the exemption shall inure solely to the benefit of Lessee. The rent payable by Lessee has been established to reflect the savings resulting from the exemption granted in ORS 307.112.

ASBESTOS, CHEMICALS, AND OTHER MATERIALS AND CONDITIONS RELATING TO SAFE WORK ENVIRONMENT:

1. Lessor assures that the leased Premises are safe, healthful, and in compliance with all state and federal Occupational Safety and Health Administration (OSHA) rules and regulations, and all other state structural, building, fire, and specialty code requirements.
2. If conditions pre-exist, or arise, which are determined to be violations of any state or federal OSHA rule or regulation, or any specialty code requirement, Lessor will be allowed a reasonable period in which to modify and correct the violation to achieve compliance. If Lessee deems that there is any imminent danger to employees or to the public, Lessor must correct the violations immediately. Lessor shall make every effort to achieve full compliance within thirty (30) days.

In the event Lessor does not correct any condition as required in items 1 and 2 above, Lessee has the right to terminate this Lease immediately, and shall have no further responsibility to Lessor under this Lease agreement.

INSPECTION:

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the Premises at reasonable times to inspect the Premises and examine the condition thereof upon forty-eight (48) hours written notice, except in the event of an emergency, in which event no notice shall be necessary.

ALTERATIONS:

Lessee may perform leasehold improvements and make subsequent non-structural modifications and alterations to the building, provided that Lessee will obtain Lessor's prior written approval of any proposed modifications or alterations of the improvements on the property. Such approvals will be given or denied within ten (10) business days after receipt of a written request for approval and such

plans or other information as Lessor may reasonably require. Whether or not Lessor's consent is required under this Lease, Lessee will keep Lessor informed as to modifications and alterations of the Premises performed or to be performed by Lessee. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

All alterations undertaken by Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee shall become the property of Lessor upon termination of this Lease or be removed at Lessor's request with suitable repairs completed by Lessee.

ELECTRICAL AND BUILDING OVERLOADS:

Lessee shall not overload the floors or electrical circuits or alter the plumbing or wiring of the Premises or building without the written consent of Lessor, which Lessor shall not unreasonably withhold.

SIGNAGE:

No signs, awnings, antennas or other apparatus shall be painted on or attached to the building or anything placed on any glass or woodwork of the Premises or positions so as to be visible from outside the Premises without Lessor's written approval as to design, size, location and color. All signs installed by Lessee shall comply with Lessor's standards for signage and all applicable codes and ordinances, and all signs and sign hardware shall be removed upon termination of this Lease with the sign location restored to its former state unless Lessor elects to retain all or any portion thereof.

MAINTENANCE:

Lessor shall be responsible for necessary maintenance and repair of the building foundation, roof, sidewalks, exterior walls, heating and cooling systems, structural members, and for necessary water, sewage, gas, and electrical repairs so long as not made necessary by Lessee's negligence, misuse or failure to comply with any provisions of this lease.

Any repairs or maintenance performed on or around the leased Premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by the Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessor shall be responsible for routine maintenance of heating and air conditioning equipment, including filter changes.

Lessee shall be responsible for non-structural interior maintenance, including janitorial services and plumbing/toilet problems caused by Lessee or Lessee's invitee's negligence or misuse. Lessee shall maintain Premises in a neat condition, free of trash and debris, in good order and repair.

Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased Premises from imminent damage, prior to such notice, arrange for necessary emergency repairs. Payment for emergency repairs shall be the responsibility of Lessor.

Lessee shall be responsible for all damage to the leased Premises resulting from burglary or attempted burglary and shall repair and maintain all windows and doors.

INCLEMENT WEATHER ACCESSIBILITY:

Lessee agrees, in the event of severe winter weather that results in snow and ice buildup on the Premises, to remove such buildup from the sidewalks and parking lot immediately surrounding the building on the Premises, from the entrance of the publicly accessible sidewalk along McLoughlin Boulevard.

Lessor agrees to remove snow and ice buildup from to remainder of the parking lot and sidewalks on the Premises. In the event the Lessor is unable to discharge this responsibility in a reasonable time, Lessee may, by mutual agreement, clear the remainder of the Premises and adjoining parking areas and submit an invoice to Lessor for Lessee's costs incurred in performing such services.

REPAIR BY LESSOR:

Lessor shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Lessee and Lessor fails to commence efforts to remedy the problem in a reasonable time and manner. Repair of damage caused by negligent or intentional acts or breach of this Lease by Lessee, its employees, invitees, or licensees shall be at Lessee's expense.

LIEN CLAIMS AND LIABILITY:

Lessee shall not allow any liens to attach to the building or Lessee's interest in the Premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the Premises. Any labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

PLACE OF PAYMENT AND NOTICE:

Any notice to which Lessee shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to C.G.F. FAMILY LIMITED PARTNERSHIP, 9418 SE Chatfield Court, Happy Valley, OR 97086. Place for notices may be changed by written notice from the party changing address.

LIABILITY:

Lessee shall be responsible for insuring or self-insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises. Lessee shall add the Lessor to the Lessee's personal property insurance agreement and the Lessee's insurer provider shall send annual notification that this has been completed.

TOTAL OR PARTIAL DESTRUCTION:

Lessor agrees to insure the building on the Premises against fire with extended coverage. So long as this provision does not invalidate or limit the extent of Lessor's coverage under such insurance policies, Lessor does hereby waive the right of subrogation against Lessee and Lessee's agents or employees under such fire insurance policy or policies. If the leased portion of the building on the Premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the Premises in substantially the same condition in which it was previous to the destruction. If the structure shall be damaged more than thirty percent (30%), Lessor shall not be required to build but may do so at Lessor's option. Percentage of damage shall be determined by the fire insurance underwriter. If Lessor shall elect to rebuild and repair the Premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30) days, this Lease shall terminate. If the Premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the Premises within sixty (60) days from date of damage, Lessee may terminate this lease at Lessee's option. During any period of time during which the Premises shall be unusable, rental shall abate entirely and if the operation of the business on the Premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the Premises and said impairment of business. If the fire insurance premium rates shall increase in any way by reason of Lessee's activities on the Premises, Lessee shall reimburse Lessor promptly for the cost of any premium in excess of the amount Lessor would have been required to pay for insurance had it not been for Lessee's activities or use and shall be added to the rent as charge against Lessee.

QUIET ENJOYMENT; MORTGAGE PRIORITY:

Lessor warrant that it is the owner of the Premises and has the right to lease them. Lessor will defend Lessee's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

Either party will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly rent, the dates to which rent has been paid in advance and the amount of any security deposit or prepaid rent.

ASSIGNMENT AND SUBLETTING:

Lessee shall not have the right to assign this Lease without the written consent of Lessor.

No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the building for comparable space and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. If Lessee proposes a subletting or assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

HOLDING OVER:

If Lessee shall hold over and remain in possession of said Premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy which may be terminated at any time by Lessor upon sixty (60) days written notice to Lessee.

EMINENT DOMAIN:

If the entire Premises or entire access shall be taken under power of eminent domain, this lease shall terminate, and Lessee shall immediately vacate said Premises within ninety (90) days after receipt of notice of said termination, or earlier if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and Premises and Lessee shall not be liable for any subsequent rent. If only a part of the Premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this lease or extension thereof, proportionate to the loss of use of the Premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

WAIVER:

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

TERMINATION AND BREACH:

This Lease may be terminated by either party with ninety (90) days written notice.

If Lessee fails to pay any rental payment by the fifteenth (15th) day of the month in which it is due, Lessor may terminate this Lease by providing sixty (60) days written notice, with an opportunity to cure, to Lessee. Within sixty (60) days of receipt of said notice, Lessee shall either cure the default or vacate the Premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended.

If Lessee breaches any covenants or conditions of this Lease, other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days written notice thereof to Lessee, without waiver of

any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the Premises.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days written notice thereof to Lessor, without waiver of any rights Lessee may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the Premises.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

SURRENDER:

On expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the Premises clean and in the same condition as at the commencement of the term, subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

CONSTITUTIONAL DEBT LIMITATION:

This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

WARRANT OF AUTHORITY:

Lessor warrants and represents that Lessor is the sole owner of the Premises subject to this Lease, and that Lessor has full authority to execute this Lease. The undersigned, Gary Chin, warrants and represents that he has full authority to sign as Lessor.

LESSEE

CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS by:

Jim Bernard, Chair

Mary Raethke, Recording Secretary

Elizabeth Comfort, Interim-Finance Director

Laura Zentner
Director, Business & Community Services

Approved as to form:

Office of County Counsel

Date

LESSOR

C.G.F. FAMILY LIMITED PARTNERSHIP
c/o GARY CHIN
9418 SE Chatfield Court
Happy Valley, OR 97086

72-1539377
Federal ID#

Authorized Signature

Printed Name

Date



Elizabeth Comfort
Finance Director, Interim

Department of Finance

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

June 25, 2020

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 and amended October 24, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Elizabeth Comfort, 503-742-5405

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 Sheriff Fund is aligning its budget to correctly account for the actual Interfund Transfer to the Juvenile Fund.

RECOMMENDATION:

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

Sincerely,

Elizabeth Comfort, Finance Director, Interim

**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:

. Sheriff 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 25th day of June, 2020

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUEST
Exhibit A
June 25, 2020

SHERIFF FUND

Expenses:

Public Safety and Protection	\$ (7,050)
Not Allocated to Organizational Unit	
Interfund Transfer	<u>7,050</u>
Total Expenditures	<u><u>\$ -</u></u>

Sheriff Fund is aligning its budget to correctly account for the actual Interfund Transfer to the Juvenile Fund.



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 NTA Contracting, Inc. for the
SE 90th Avenue Reconstruction**

Purpose/Outcomes	This contract will complete all work related to general excavation, roadway reconstruction, new stormwater facilities, roadway paving, new street lighting, and signs and striping along SE 90th Ave between SE Monterey Ave and SE Causey Ave.
Dollar Amount and Fiscal Impact	Contract value is \$924,199.41
Funding Source	County Road Fund (\$769,199.41), WES funds (\$100,000) for storm water infrastructure, and Street Lighting District funds (\$55,000) for illumination facilities.
Duration	Contract execution through December 31, 2021
Previous Board Action	None
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Counsel Approval	June 15, 2020
Contact Person	Stan Monte, Project Manager 503-742-4678

Background:

SE 90th Ave is an existing concrete roadway adjacent to the Clackamas Town Center. This roadway is classified as a Collector and connects SE Monterey Ave (Minor Arterial) to SE Causey Ave (Collector). Apartments, sidewalks and street trees run along on both the east and west sides of SE 90th Ave with only the east side having on-street parking.

The existing concrete roadway is in poor condition with substantial cracking and settling of many of the concrete panels, requiring continuous ongoing maintenance and repair. This contract will reconstruct the entire roadway from curb to curb, add stormwater treatment facilities, street lighting and sidewalk ADA improvements at the intersections.

Work on the project is anticipated to begin immediately following contract signing. Substantial completion will be not later than October 31, 2020, with the final acceptance of seeding establishment no later than December 31, 2021.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on March 20, 2020. Bids were opened on May 13, 2020. The County received twelve (12) bids: Kerr Contractors, \$1,130,157.00; Elting Northwest, Inc., \$1,025,815.00; Westech Construction, Inc., \$1,099,104.00; Nutter Corporation, \$1,035,550.22; Eagle-Elsner, Inc., \$1,256,857.75; Kodiak Pacific Construction, \$1,213,213.00; Emery & Sons Construction, \$1,108,406.00; McDonald Excavating, \$1,063,512.00; NTA Contracting, Inc., \$924,199.41; Goodfellow Bros. Inc., \$1,059,999.00; Moore Excavating, Inc., \$1,084,500.00; and James W. Fowler, Co., \$1,277,149.74. After review of the bids, NCA Contracting, Inc. was determined to be the lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvements contract with NTA Contracting, Inc. for the SE 90th Avenue Reconstruction.

Sincerely,

Jonathan Hangartner

Jonathan Hangartner,
Project Manager
Department of Transportation and Development

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **NTA Contracting, Inc.**, 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: #2020-35 SE 90th Avenue Reconstruction

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **nine hundred twenty-four thousand one hundred ninety-nine dollars and forty-one cents (\$924,199.41)** (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 Jason Ashe 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 Stan Monte 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: Jason Ashe shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

Job Superintendent: Jon Anderson 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: October 31, 2020

FINAL COMPLETION DATE to include seeding establishment: June 30, 2021

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. \$ 800.00 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.

13. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

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:
NTA Contracting, Inc.
7445 NE 33rd Drive
Portland, Oregon 97211

Contractor CCB # 80682 Expiration Date: 3/27/2021
 Oregon Business Registry # 172159-14 Entity Type: DBC State of Formation: Oregon

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.

NTA Contracting, Inc.

Clackamas County Board of County Commissioners

_____ Date

Authorized Signature

_____ Date

Chair

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

_____ Date

County Counsel



CRAIG ROBERTS, Sheriff

Clackamas County Sheriff's Office

June 18, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement Amendment No. 1 between Tri-County Metropolitan Transportation District of Oregon (Tri-Met), the City of Portland and Clackamas County on the Behalf of the Clackamas County Sheriff's Office for Transit Police Services

Purpose/Outcome	Approval of the Amendment will allow for an extension of services in order for negotiation of a new Intergovernmental agreement to be completed for Tri-Met Police Services to be provided by the Clackamas County Sheriff's Office (CCSO)
Dollar Amount and Fiscal Impact	CCSO will invoice Tri-Met for the complete cost of providing the police services
Funding Source	Tri-Met is the source of the funds
Duration	Award period is extended to December 31, 2020
Previous Board Action/Review	The County Board of Commissioners has previously approved this IGA for Tri-Met Police Services
Strategic Plan Alignment	Furtheres the County's focus to keeping our residents safe, healthy and secure
Counsel Review	Andrew Naylor, via email 6/9/2020
Contact Person	Nancy Artmann, CCSO Finance Manager 503.785.5012
Contract No.	Agreement No. GS150813LG

BACKGROUND:

Amendment will give continuance of transit police services under Contract GS150813LG through December 31, 2020 for the purpose of negotiating a new Intergovernmental agreement for Police Services.

RECOMMENDATION: The Clackamas County Sheriff's Office respectfully requests that the Board of County Commissioners approves this amendment between Clackamas County by and through its Sheriff's Office, Tri-County Metropolitan Transportation District of Oregon and the City of Portland.

Respectfully submitted,

Craig Roberts
Sheriff

"Working Together to Make a Difference"

AMENDMENT NUMBER 1
INTERGOVERNMENTAL AGREEMENT AMONG THE TRI-COUNTY
METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, THE CITY OF
PORTLAND, AND THE CLACKAMAS COUNTY SHERIFF'S OFFICE FOR TRANSIT
POLICE SERVICES
 Agreement No. GC150813LG

This Amendment No. 1 to the Intergovernmental Agreement (Agreement) between the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland (Portland), and the Clackamas County Sheriff's Office for Transit Police Services is entered into effective the date when fully executed by both parties and amends the Agreement as set forth below.

1. Term: The Parties extend the final term of this Agreement for a period of time up to December 31, 2020 for the purpose of negotiating a new service agreement. The Agreement will end at the earlier of December 31, 2020, or when all transit police primary and subsidiary Agreements are executed for all participating jurisdictions.

NO OTHER CHANGES

The individuals signing below represent and warrant that they have authority to bind the party for which they sign. This Amendment may be signed electronically in two or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument.

**CLACKAMAS COUNTY
SHERIFF'S OFFICE**

TRIMET

CITY OF PORTLAND

Signature

Marla Blagg
TriMet Exec. Dir. Safety and
Security

Jami Resch
Chief of Police

Printed Name

Date

Date

Title

Date

SIGNATURE PAGE CONTINUED

**INTERGOVERNMENTAL AGREEMENT
AMONG THE TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON, THE CITY OF PORTLAND AND CLACKAMAS COUNTY
FOR TRANSIT POLICE SERVICES
Contract No. GS150813LG**

This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), the City of Portland (Portland) and Clackamas County, pursuant to authority granted in ORS Chapter 190.

RECITAL

TriMet, Portland and Clackamas County ("the parties") desire to enter into an Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

AGREEMENT

The parties agree as follows:

1. **TERM:** The initial term of this Agreement shall be from September 29, 2015 through June 30, 2016. Thereafter, this Agreement will automatically renew for four successive one-year terms (July 1 through June 30) commencing on July 1, 2016, unless terminated sooner under the terms of this Agreement.
2. **RESPONSIBILITIES OF PARTIES:** See attached Exhibits A and Exhibits 1 through 4.
3. **TERMINATION:**
 - a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
 - b. If TriMet is unable to appropriate sufficient funds to pay Clackamas County for their services under this Agreement, TriMet must notify Clackamas County and Portland and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
 - c. In addition to the rights afforded under subparagraphs (a) and (b) above, this Agreement may be terminated by a party as a result of a material breach of an obligation by another party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the other parties with thirty (30) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach ("Cure Period"). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default and pursue any available legal or equitable remedies.
 - d. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.

4. INDEMNIFICATION:

Portland and Clackamas County will be responsible for the work of the officers assigned to the TriMet Transit Police Division.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Clackamas County shall indemnify, defend and hold harmless TriMet and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of Clackamas County, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TriMet shall indemnify, defend, and hold harmless Clackamas County and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of TriMet, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend, and hold harmless Clackamas County and TriMet from and against all liability, loss, and costs arising out of or resulting from the acts of Portland, its officers, employees, and agents in the performance of this Agreement.

5. INSURANCE: Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.
6. ADHERENCE TO LAW: Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. ACCESS TO RECORDS: Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
8. SUBCONTRACTOR AND ASSIGNMENT: No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.
9. ATTORNEY FEES: In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.
10. SEVERABILITY: The parties agree that, if any term of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
11. FEDERAL FUNDING: This Agreement is funded in part by a U.S. Department of Homeland Security Grant Agreement between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit A.


12. ENTIRE AGREEMENT: This Agreement as set forth herein incorporates by reference all of the terms and conditions of Exhibit A and the Exhibits 1 through 4 which are attached hereto and made a part of this Agreement and constitutes the entire agreement among the parties. This Agreement may be modified or amended only by the written agreement of the parties.
13. NOTICES: The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

CLACKAMAS COUNTY
 2051 Kaen Road
 Oregon City, OR 97045

CITY OF PORTLAND
 1221 SW 4TH Ave.
 Portland, OR 97204

**TRI-COUNTY METROPOLITAN
 TRANSPORTATION DISTRICT OF
 OREGON (TRIMET)**
 4012 SE 17th Ave.
 Portland, OR 97202


 John Ludlow
 Chair
 Clackamas County Commissioners

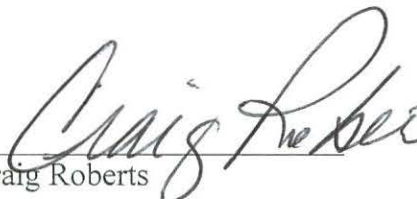

 Charlie Hales
 Mayor


 Harry Saporta
 Executive Director, Safety, Security &
 Environmental Services

10-15-15 C.2.
 date

1/20/2016
 date

2/05/2016
 date


 Craig Roberts
 Sheriff



 Mary Hull Caballero
 Auditor

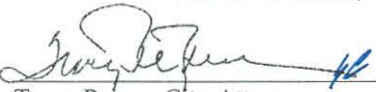
10-1-15
 date

1/28/16
 date

Approved as to form:

APPROVED AS TO FORM


 Legal Counsel
9.29.15
 date


 Tracy Reeve, City Attorney
 CITY ATTORNEY
10/11/15
 date


 TriMet Legal Counsel
2/8/16
 date

Exhibits:

Exhibit A – U.S. Department of Homeland Security Grant Requirements

Exhibit 1 – Transit Police Division Administration & Operations

Exhibit 2 – Transit Police Division Staffing Letter

Exhibit 3 – Transit Police Division Personnel Operations

Exhibit 4 – SOP A-20 Transit Police Standard Operating Procedure

EXHIBIT A

U.S. DEPARTMENT OF HOMELAND SECURITY GRANT REQUIREMENTS

As used below, the term “Contractor” shall mean Clackamas County.

I. DEFINITIONS

- A. Homeland Security Directive includes any Homeland Security circular, notice, order or guidance providing information about Homeland Security grants, programs, application processing procedures, and Project management, including grant requirements and guidelines.
- B. Government means the United States of America and any executive department or agency thereof.
- C. Homeland Security means the United States Department of Homeland Security (DHS) or its Office for Domestic Preparedness, and including but not limited to the Federal Emergency Management Agency (FEMA).
- D. Third Party Subcontract means a subcontract at any tier entered into by Contractor or a subcontractor, financed in whole or in part with Federal assistance originally derived from Homeland Security.

II. FEDERAL REQUIREMENTS

- A. Homeland Security requires that a grant recipient require that any contractor employed in completion of a DHS grant project comply with the applicable requirements of Title 2, Part 200 of the Code of Federal Regulations (C.F.R.), the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the terms and conditions of which are incorporated herein by reference. In addition, any such contractor shall require each of its subcontractors employed in the completion of the project to comply with the foregoing requirements
- B. Contractor shall at all times comply with all applicable terms, conditions, regulations, policies, procedures and Homeland Security Directives, including without limitation those listed directly or by reference in the financial assistance agreement between TriMet and the Homeland Security, as they may be amended or promulgated from time to time during the term of this Agreement, which shall be deemed to be incorporated herein. Contractor’s failure to so comply shall constitute a material breach of this Agreement. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- C. All Homeland Security mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause TriMet to be in violation of the Homeland Security terms and conditions.

III. ACCESS TO RECORDS

- A. Contractor agrees to provide TriMet, Homeland Security, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- B. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than six years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date Contractor receives final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until TriMet, Homeland Security, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- D. Contractor agrees to include paragraphs A, B, and C above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

IV. DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 2 CFR Part 200. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 2 CFR Part 180, or affiliates, as defined at 2 CFR Part 180, are excluded or disqualified as defined therein. By signing this Agreement, Contractor makes a material representation of fact relied upon by TriMet that Contractor has complied with 2 CFR Part 180. If it is later determined that Contractor knowingly rendered an erroneous representation of compliance with 2 CFR 200, in addition to and without limitation of the remedies available to TriMet, the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Contractor is required to comply with 2 CFR Part 200 throughout the term of this Agreement, and must include the requirement to comply with 2 CFR Part 200 in any lower tier covered transaction it enters into.

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A. TriMet and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Government, the Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to TriMet, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed

that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. CONTRACT WORK HOURS AND SAFETY STANDARDS (*applicable to non-construction contracts in excess of \$2,500 that employ laborers or mechanics*)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) and 40 U.S.C. 3701-3708 as applicable, as amended and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause in Paragraph B of this section, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph B of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph B of this section.
- D. **Withholding for unpaid wages and liquidated damages** – TriMet shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.
- E. **Subcontracts** - The contractor or subcontractor shall include in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

VII. NOTICE OF REPORTING REQUIREMENTS

Contractor shall comply with the reporting requirements of Homeland Security stated in 2 CFR Part 200.328 , The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland

Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VIII. COPYRIGHTS

- A. Contractor agrees that Homeland Security shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - 1. The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B. Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

IX. PATENT RIGHTS

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, TriMet and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Homeland Security. Unless the Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), TriMet and Contractor agree to take the necessary actions to provide, through Homeland Security, those rights in that invention due the Government in accordance with 44 CFR Part 13.36(i) (8).
- B. The Contractor also agrees to include paragraph A above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by Homeland Security.

X. ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub L. 94-163, 89 Stat.871). Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

In addition, to the extent applicable, Contractor shall comply with the requirements of 2 CFR Part 200.322 regarding procurement of recovered materials.

XI. ENVIRONMENTAL REQUIREMENTS

- A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA regional office.
- B. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA Regional Office.
- C. Contractor agrees to include the requirements at paragraphs A, B and C above in each third party subcontract exceeding \$150, 000 financed in whole or in part with Federal assistance provided by Homeland Security.

CERTIFICATION
REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

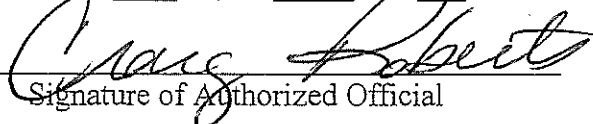
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Clackamas County certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Executed this 1 day of Oct, 2015

By: 
Signature of Authorized Official

Sheriff

Title of Authorized Official

EXHIBIT 1

TRANSIT POLICE DIVISION ADMINISTRATION & OPERATIONS

1. SERVICE LEVEL

For the term of this Agreement, Clackamas County will provide one or more full-time officer(s) for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among Clackamas County Sheriff, the Transit Police Division Commander and TriMet's Executive Director - Safety, Security and Environmental Services ("Executive Director") with such letter in the form set forth in Exhibit 2. If a vacancy of any of the agreed-upon number of officers is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide officer(s) to the Division. Clackamas County personnel assigned to the Division will remain employees of Clackamas County and will not be considered employees or agents of TriMet or the City of Portland (Portland). For purposes of this Agreement, the officer(s) assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.

2. OPERATIONS

- a. Deployment Strategy and Priority for Services: The parties recognize that they have legitimate interests in the management and deployment of officers assigned to the Transit Police Division. The parties will work together to ensure:
- (1) Visible Presence: The priority for Transit Police deployment is presence on the transit system vehicles and at transit system public facilities.
 - (2) Calls for Service: In general, response to 9-1-1 calls for transit system incidents shall be responded to by local law enforcement from the respective jurisdiction.
 - (3) Arrests: Arrests on the transit system incidents shall be by the respective Transit Police or local law enforcement that originated action on the incident.
 - (4) Law Enforcement Support: Transit Police and local law enforcement shall be responsible for law enforcement support activities for their respective primary areas of responsibility.
 - (5) Enforcement: Transit Police enforcement shall focus on TriMet ordinances, including fare enforcement, and State and City laws to help ensure the security of passengers, employees, and transit system property.
 - (6) Problem Orienting Policing: Transit Police deployment shall focus on identified problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for "preventive action"; using community policing strategies whenever possible.

- b. Agency Cooperation and Coordination:
- (1) The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Portland, and Clackamas County are coordinated and effective.
 - (2) The Commander, TriMet Transit Police Division, or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.
 - (3) Clackamas County agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. Clackamas County agrees to provide to the Division TriMet coded reports, data, and records. TriMet agrees to make available to Clackamas County, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.
- c. Officer Seniority: Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 3.
- d. K-9 Unit Training Facility: TriMet has entered into a ground lease (hereinafter "Lease") with the Port of Portland effective September 17, 2007 for the use of certain premises (hereinafter "Premises") to house explosives storage magazines in support of TriMet's training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration ("TSA") certification for K-9 units. Certain Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet's K-9 unit training in accordance with the Lease terms. City of Portland agrees that the work and operations of the Division including assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of this Agreement, and specifically any obligations of TriMet as Lessee.
- e. Body Cameras: It is the intent that sworn officers will wear body cameras, subject to a Subsidiary Agreement law enforcement jurisdiction and Portland reaching mutual written agreement regarding the acquisition, implementation, and use of body cameras. Portland shall be responsible for the Division's acquisition, implementation, and use of body cameras. This is subject to additional policy development and legislation.
- f. Term of Assignment: Officers assigned to the Transit Police Division shall serve a minimum of three (3) years. The term of assignment may be extended upon mutual agreement by TriMet and Clackamas County. In the event of a hardship, Clackamas County shall notify TriMet in writing explaining the hardship. The term of the assignment shall be revised as mutually agreed upon.

- g. Selection and Assignment of a Lieutenant. In the event of any other Lieutenant position vacancy or proposed re-assignment for any reason, the Transit Police Commander shall solicit from Portland or one or more Subsidiary jurisdictions potential candidates to fill the position. In the case of Subsidiary jurisdictions, the Chief of Police/Sheriff of the Subsidiary jurisdiction shall forward a letter of recommendation to the Transit Police Commander, along with backgrounds and resumes, of potential candidates who can fulfill the obligations of the Lieutenant as set forth in this Agreement. The Transit Police Commander will discuss with the Executive Director the backgrounds and resumes of potential candidates, as well as affording the Executive Director the opportunity to meet with and interview the candidates. The Executive Director will provide input and recommendations to the Transit Police Commander prior to the Transit Police Commander's appointment to ensure that the candidate can fulfill the obligations of Lieutenant as set forth in this Agreement.
- h. Supplemental Police Services: TriMet agrees to pay for supplemental Division police services on an intermittent basis to assist the Division in responding to occasional community impacts or surges that require additional policing. The Executive Director must approve the use of supplemental Division police services prior to deployment by the Division Commander. Once approval is received from the Executive Director, the Division Commander will submit in writing to the Executive Director the name of the Subsidiary Agreement jurisdiction providing the supplemental police services, and the number and names of personnel being assigned.

3. REIMBURSEMENT OF COSTS

- a. Personnel Costs: Clackamas County must pay the salaries, overtime, insurance, retirement, and other benefits ("Personnel Costs") of its respective personnel serving in the TriMet Transit Police Division. Clackamas County shall invoice TriMet monthly for all actual incurred Personnel Costs for such Division personnel. Administrative fees charged by Clackamas County to TriMet in connection with billings shall not exceed the sum of 5% of direct costs of salaries, overtime, insurance, retirement and other benefits paid to its personnel (Personnel Costs) assigned to the Division. TriMet agrees to compensate Clackamas County within thirty (30) days after receiving the invoice. Invoices should be submitted to TriMet, Attn: Accounts Payable-FN4, 4012 SE 17th Avenue, Portland, OR 97202.
- b. Training/Meeting Costs. Training and meeting costs must be pre-approved by the Commander. Transit Police personnel must follow training protocols established by their respective agencies and complete the necessary paperwork to attend training. Trainings must be scheduled at least 30-days in advance. If approved by the Commander, the Commander shall forward the training/ meeting cost requests to TriMet's Executive Director for final approval.
- c. Equipment and Uniforms: Clackamas County shall assign officers to Transit Police with a standard uniform and a complement of personal equipment at its own expense. Non-personal equipment purchased at TriMet expense specifically for Transit Police shall be for the exclusive use of Transit Police, regardless of title. Personal equipment (such as but not limited to TASERS) purchased by TriMet for the use of officers from other agencies that

do not provide such equipment shall remain for exclusive use within Transit Police, regardless of title.

Expenses associated with routine replacement of uniform and equipment damaged or worn-out in normal use shall be billed to TriMet subsequent to pre-approval by the Executive Director.

Operating costs for equipment (such as but not limited to telecommunications, radios and mobile telephones) shall be billed to TriMet subsequent to the pre-approval by the Executive Director. Monthly equipment replacement reserve costs for those items Portland manages in that manner shall be billed to TriMet.

Portland shall be responsible for its incurred expenses in performing this Agreement unless authorized and approved by the Executive Director in accordance with this subparagraph d.

- d. Any reimbursement by TriMet of costs or expenses incurred by Portland or Subsidiary Agreement jurisdictions in the performance of this Agreement not included in subparagraphs (a) and (b) shall be subject to the Executive Director's prior authorization and approval, including but not limited to expenditures for supplies, vehicles, equipment and uniforms.
- e. Amount: Before December 1st of each year of this Agreement, Clackamas County must submit to TriMet a proposed annual budget for services under this contract for next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services to Clackamas County under this Agreement. If the parties cannot agree on such compensation by June 1st, any party may elect to terminate this Agreement without penalty.

**EXHIBIT 2
TRANSIT POLICE DIVISION STAFFING LETTER**

(on TriMet letterhead)

(date of letter)

Sheriff
Clackamas County
2051 Kaen Road
Oregon City, Or. 97045

RE: Clackamas County Police Staffing to TriMet Transit Police Division

Dear _____:

This letter is issued pursuant to the September 29, 2015 Agreement among the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and Clackamas County, for TriMet Transit Police Services, as amended, to establish or change the number of police officers assigned from Clackamas County to the TriMet Transit Police Division.

Prior Staffing from (effective date of agreement). 2015, To-Date

- from (effective date of agreement), 2015 to (date) (specify number of officer(s))
- from (date) to (date) etc. (specify revised number of officer(s))
etc.
- from (date) to (effective date of this staffing change) (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

- from (effective date of this staffing change) (specify revised number of officer(s))

Any future change in the number of officers assigned from Clackamas County Police to the TriMet Transit Police Division is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

Harry Saporta
Executive Director, Safety, Security & Environmental Services
TriMet

Agreed to by Clackamas County:

Agreed to by City of Portland:

Sheriff

date

Transit Police Commander

date

EXHIBIT 3

TRANSIT POLICE DIVISION PERSONNEL OPERATIONS

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division (Division) is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future Clackamas County officers assigned to the Division will use their Clackamas County date of hire seniority as the means to select shifts, days off, vacations and overtime.
2. Current and future Clackamas County officers assigned to the Division will abide by the provisions of this Exhibit 3.
3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position she/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.
4. Subject to staffing needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.
5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.
6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the Division shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request.
7. For the purposes of this Agreement, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.
8. The Division shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with a Division Lieutenant. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Division will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Sections 5 and 6 of this Exhibit 3 shall begin to run when the transferring officer submits the Transfer Request Form.

11. When the Division knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Division shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.

12. The Division shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 3, if, in the Division's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.

13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

A. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

B. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Division shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-selected vacation time for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Division shall attempt to accommodate, to the extent possible, the officer's pre-selected vacation times.

17. **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the Division. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Division shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Division shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.

18. **Work Hours.** An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

19. **Discipline.** Discipline and discharge of Clackamas County officers assigned to the Division will be the responsibility of Clackamas County and in accordance with the Collective Bargaining Agreement between Clackamas County and the Clackamas County Peace Officers' Association.

20. **Citizen Complaints.** All citizen complaints concerning Clackamas County officers to be referred to Clackamas County with the finding copied to the Commander, Transit Police Division. Clackamas County agrees to:

- A. Maintain a police accountability system as described at subsections (B) through (G) below.
- B. Provide an accountability system intake point to which the other participating Transit Police jurisdictions ("jurisdictions") can refer or deliver complaints about Clackamas County officers working in the Transit Police Division.
- C. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers who work in the Transit Police Division.
- D. Deliver all complaints about an officer who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.
- E. Absent a conflict with ORS 181.854 (3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.
- F. Adhere to Portland Police Bureau Transit Police Division SOP A-20 to the extent it does not conflict with Clackamas County labor agreement and agency procedures or directives.
- G. Conduct joint investigations when necessary and appropriate.

21. **Collective Bargaining Agreement.** All other terms and conditions of any current Collective Bargaining Agreement between the Clackamas County and the Clackamas County Peace Officers' Association shall remain in effect as to other issues not addressed by this Exhibit 3. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 3, the provisions of such Collective Bargaining Agreement shall govern.

EXHIBIT 4

TRANSIT POLICE STANDARD OPERATING PROCEDURES

SOP: A-20

EFFECTIVE: April 1, 2012

REVIEW: April 1, 2014

SUBJECT: Non-Criminal and Criminal Investigations Involving Transit Police Members

PURPOSE:

To establish a process for handling non-criminal and criminal investigations that respects all rights and privileges under the affected member's collective bargaining agreement and the member's agency policies.

DEFINITIONS:

Partner Agency: Any police agency that has a current Intergovernmental Agreement with the Tri-county Metropolitan Transit Authority to supply law enforcement services.

Non-criminal Complaint: A complaint made against an officer or deputy where there are no allegations of criminal conduct.

Criminal Investigation: An investigation to determine criminal culpability.

Lead Agency: The agency taking primary responsibility for the non-criminal or criminal investigation.

POLICY:

Non-Criminal Investigations

Non-criminal complaints received by the Transit Police Division (TPD), Internal Police Review (IPR) or any partner agency will be referred to the respective member's agency for disposition. The member's agency will be the lead agency and will be responsible for processing/investigating the complaint using their policies.

Criminal Investigations

Complaints or events that warrant a criminal investigation will be referred to the jurisdiction of occurrence. The jurisdiction of occurrence will become the lead agency. The lead agency will be responsible for processing/investigating the incident using their policies.

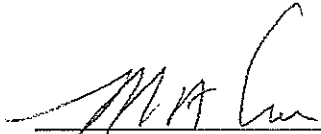
Cooperation

All partner agencies acknowledge that investigations should be thorough and completed without unreasonable delay. Partner agencies will cooperate with the lead agency in an investigation, to the extent allowed by their (partner agency) policies and collective bargaining agreements, to ensure the investigation is thorough and completed in a timely manner.

Notifications

When the lead agency receives a complaint or opens an investigation where there is alleged misconduct by a TPD member, the lead agency will notify the TPD commander and the employing agency as soon as possible.

At the completion of each investigation the lead agency will apprise the TPD commander and the employing agency of the findings.



MICHAEL A. CREBS
Commander Portland Police
Transit Police Division

Approved as to form:

Attorney for Clackamas
County Sheriff's Office

TriMet General Counsel

City Attorney

Date

Date

Date



Stephen L. Madkour
County Counsel

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

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

DESIGNATION OF NEWSPAPER FOR 2020
PROPERTY TAX FORECLOSURE PUBLICATION

Purpose/Outcomes	To institute tax foreclosure proceedings and comply with Oregon statute to serve notice of intent.
Dollar Amount and Fiscal Impact	Costs of publications are included in the Assessment and Taxation 2020-2021 budget.
Funding Source	Not applicable.
Duration	Not applicable.
Previous Board Action	Board approval annually at the end of June.
Counsel Review	5/13/20
Contact Person	Anja Mundy, County Counsel x 5396

Background:

To institute foreclosure proceedings, the County is required by Oregon statute to serve notice of intent to foreclose, either by certified mail and publication or in person. The County has chosen the first method and rotates publication of the foreclosure list among the two County newspapers that historically have the greatest circulation: The Clackamas Review and the Lake Oswego Review. This year, the newspaper proposed for publication is the Clackamas Review.


County Tax Foreclosure is not subject to any executive order passed by Governor Brown during the COVID-19 epidemic.

The projected cost of publication in the Clackamas Review is included in the Assessment and Taxation's 2020-2021 budget for publication.

Recommendation:

Staff recommends the Board of County Commissioners approve the designation of the Clackamas Review to publish the 2020 tax foreclosure list.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kathleen Rastetter". The signature is written in a cursive, flowing style.

Kathleen Rastetter
Sr. Legal Counsel



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

June 17, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Labor Contract Between The County of Clackamas and the
Clackamas County Federation of Parole and Probation Officers (FOPPO)

Purpose/Outcomes	Settlement of labor contract
Dollar Amount and Fiscal Impact	\$639,039 (includes wages, roll-ups and health & welfare)
Funding Source	General Fund
Duration	July 1, 2020 — June 30, 2022
Previous Board Action	May 19, 2020 - Executive Session
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Eric Sarha, HR Assistant Director 503-655-8292
Contract No.	N/A

BACKGROUND:

The Department of Human Resources has concluded negotiations with the Clackamas County Federation of Parole and Probation Officers (FOPPO). The Union membership has voted to ratify the contract for July 1, 2020 through June 30, 2022. The agreement that was ratified by the Union is attached.

The significant wage and contract language changes are outlined below:

Pay:

Cost of Living Adjustment (COLA)

For fiscal year 2020-2021, 2.6% effective the first full pay period after July 1, 2020 or ratification by the BCC, whichever occurs later. *Year One Fiscal Impact \$106,051.*

For fiscal year 2021-2022, 0%-4.5% based on CPI-W: West Urban Annual Average effective the first payroll period after July 1, 2021. *(Assumed 3.0% COLA for budgeting) Year Two Fiscal Impact \$125,548.*

Total COLA Fiscal Impact for the Life of Contract (Compounded: Year 1 + Year 1 + Year 2): \$337,650.

Health & Welfare (H&W) Cost Increase:

For fiscal year 2020-2021, (*Assumed 5% for budgeting*). *Year One Fiscal Impact \$98,816*

For fiscal year 2021-2022, (*Assumed 5% for budgeting*). *Year Two Fiscal Impact \$103,756*

Total H&W Fiscal Impact for the Life of Contract (Compounded: Year 1 + Year 1 + Year 2):
\$301,388

**Total Cost for the Life of the Contract (wages, roll-ups and Health & Welfare
Compounded: Year 1 + Year 1 + Year 2): \$639,039**

Article 1 – Recognition

Section 1 – Recognition: Modified the definition of temporary employees from “those hired for a period of time not to exceed six months in any calendar year” to “those hired for a period of time not to exceed 1600 hours in a twelve month period based on the County’s Affordable Care look back period of November 1 through October 31, and every 12 months thereafter.”

***Note:** Employees regularly working a schedule of less than 20 hours per week are also considered temporary employees.*

Article 5 – Sick Leave

Section 1 – Accrual: Expanded the medical verification requirement for absence due to sickness in excess of three (3) consecutive days, to include, “if the County has reasonable suspicion that misuse or abuse of sick leave exists, verification can be requested for absences less than three (3) days. The time spent, up to 1 hour, to obtain the medical certificate will be treated as time worked. The co-pay, if any, shall be reimbursed by the County upon the County receiving proof that the payment of a co-payment occurred.”

Section 11 - Vacation Option: Stipulated that employees must be on approved FMLA/OFLA to have the option of reserving 40 hours of accrued vacation before being placed on leave without pay.

Article 8 – Health and Welfare

Section 1 – County Contribution: Effective January 1 of 2020 and 2021, the County pays 95% of the monthly composite premium up to a maximum of 105% of the previous year’s County contribution.

Insurance Opt-Out: Stipulated that in order to be eligible for Medical Insurance “Opt-Out”, employees must submit a Waiver of Medical Coverage form certifying they have other coverage not obtained from the individual market or the Health Insurance Marketplace. Clarified that employees may only rejoin County coverage because of a qualified life event or at next Open Enrollment.

Article 9 – Wages

Section 1 – Wages and Classification Schedule: Effective the first full pay period after July 1, 2020, a 2.6% cost of living increase, based on the percentage increase in the US Consumer

Price Index, *CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor.

Effective the first full pay period after July 1, 2021, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%.

Note: *This CPI Index is the same for CCEA, AFSCME and Non-Rep groups.*

Section 2 – Steps and Probationary Periods: Clarified that a Parole and Probation Officer I will promote to Parole and Probation Officer II effective the first day of the following pay period after the DPSST certification for Parole and Probation Officer is received.

Section 8 – Longevity: Increased 25 year longevity from 3% to 3.5%; increased 30 year longevity from 3.5% to 4%.

Section 13 – On-Call Probation Officer: Increased the opportunity for employees to bid on-call schedule from one (1) week to two (2) weeks at a time on a rotating seniority basis.

Article 10 – Discipline and Discharge

New Section 2 - Investigatory Interview: Add language: “At least 24 hours before an investigatory interview the member will be provided a written notice informing the member of the nature of the investigation and of facts reasonably sufficient to inform the officer of the circumstances surrounding the allegation under investigation.”

Note: *This change aligns with current practice.*

Article 12: Settlement of Disputes

Section 1 – Grievance Procedure: Streamlined the requirements in all four grievance steps for efficiency of resolution. Specifically, added the requirement for actual meetings to discuss the grievance at every step of the process; the grievant (employee) is now required to attend the Step 1 grievance meeting.

Article 14: Federation Security, Checkoff and Dues

Incorporated a previously agreed to MOA that reflected changes due to the recent Janus ruling. Removed fair-share language and employees now have a voluntary choice of whether to become members of the Union. County will only deduct union dues from only those employees who choose to become Union members and provides the County written authorization to deduct dues.

Article 16: Miscellaneous

Section 8 - Video Cameras and GPS Data: Modified Section to include the County’s ability to review GPS data for business reasons.

Note: *Language consistent with existing language in the AFSCME and CCEA contracts.*

NEW Section 9 – Over/Under Payments: Defined the process of what happens when underpayments, payments in error, and overpayments situations occur.

Note: *Language is consistent with existing language in the AFSCME and CCEA contracts.*

Article 17: Safety and Health

Section 11 -Traumatic Incidents: Changed undefined 72 hours of paid administrative leave to three (3) consecutive working days (paid) at the discretion of the Community Corrections Director.

*All other contract Articles/Sections either remain current contract language or were only minimally adjusted to clarify intent, reflect current dates, numbering sequence, or change to gender neutral language.

RECOMMENDATION:

Staff recommends the Board approve the attached contract for the Clackamas County Federation of Parole and Probation Officers (FOPPO).

Respectfully submitted,

Evelyn Minor Lawrence, HR Director

CLACKAMAS COUNTY

**Federation of Parole
and**

Probation Officers



**CLACKAMAS
C O U N T Y**

2020 – 2022

AGREEMENT

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2020 – 2022 AGREEMENT
between
CLACKAMAS COUNTY, OREGON
and
FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS

PREAMBLE

This Agreement is entered into by Clackamas County, Oregon, hereinafter referred to as the County, and the Federation of Oregon Parole and Probation Officers, hereinafter referred to as the Federation.

The parties agree as follows:

ARTICLE 1 - RECOGNITION

Section 1. The County recognizes the Federation as the exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all County employees classified as Probation and Parole Officer I, II, and Probation and Parole Specialist and Probation and Parole Officer, Senior; except supervisory and confidential employees, temporary employees (those hired for a period of time not to exceed 1600 hours in a twelve (12) month period based on the County's Affordable Care Act look back period of November 1 through October 31 and every twelve (12) months period thereafter) and employees regularly working a schedule of less than 20 hours per week.

Section 2. The Federation and Community Corrections agree to meet twice a year regarding the utilization of temporary employees by Community Corrections. The meetings will be staffed by a representative from Human Resources. The purpose of the meetings will be to assess Community Correction's use of temporary employees, the duration of their assignments and whether or not the positions should be converted to full time positions.

ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS

The Federation recognizes that an area of responsibility must be reserved to the County if County government is to effectively serve the public. Therefore, the County shall have the full and complete right to manage and direct its business and it is recognized that the following responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation insofar as this right does not affect the meaning, interpretation or application of any other terms of this Agreement:

1. The determination of the governmental services to be rendered to the citizens of Clackamas County.

2. The determination of the County's financial, budgetary and accounting procedures.

3. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of funds; the right to establish or abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies; and the right to contract or subcontract any work.

The County, in exercise of the above-mentioned functions, will not discriminate against any employee because of his membership in the Federation.

ARTICLE 3 - HOURS OF WORK

1. *Work Period.*

Both parties agree that the members of this bargaining unit are law enforcement personnel under the meaning of the Fair Labor Standards Act and are therefore subject to Section 7k of that act. Overtime will be paid to employees covered by this agreement for any hours worked exceeding the maximum number of hours permitted within the specified work period. The work period shall be determined by the county. However, the work period shall be no less than fourteen (14) days nor more than twenty-eight (28) days.

2. *Irregular Hours.*

It is recognized by both parties that employees in the bargaining unit work irregular hours in the performance of their duties.

3. *Overtime.*

The Federation acknowledges that from time to time overtime work will be required. An employee who performs authorized work for more than eighty (80) hours in a fourteen (14)-day period shall be compensated at straight time for all hours worked up to eighty-six (86) hours under the 7k work period. All hours worked in excess of eighty-six (86) hours within the fourteen (14)-day work period shall be compensated at time and one half (1.5) their regular rate for each hour worked. Compensation for such hours will be in the form of compensatory time, or may be paid in cash at the County's discretion where budgeted funds are available.

4. *Work Schedule.*

Schedules shall be arranged in accordance with current work rules (See Appendix A) and the work day shall begin no earlier than 6:30 a.m. and end no later than 10:00 p.m. In light of the requirement that Adult Parole and Probation Officers must often work irregular hours and must also be flexible in the hours they work in order to meet caseload demands, it is recognized that Parole and Probation Officers may adjust or

flex their work hours within the 80-hour, 14-day period referenced in Section 3 above, provided such flexing of hours does not create an overtime liability. Examples of situations that may require flexing of schedules include: caseload demands, planned medical/dental appointments, etc. When such action results in a work schedule change, the employee must notify their supervisor, and when practicable, receive prior permission from their supervisor to work those hours. It is understood that evening and weekend work is a recognized part of the PPO's irregular work schedule.

5. Hours of Operation.

The office shall be open and staffed to give service to the public during regular business hours Monday through Friday. However, these hours may be modified to meet the needs of clients and the public.

ARTICLE 4 - HOLIDAYS

1. Holidays.

The following days shall be recognized and observed as paid holidays:

- New Year's Day (January 1st)
- Two (2) Floating Holidays
- Martin Luther King, Jr.'s Birthday (Third Monday in Jan.)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25th)
- Every day appointed by the Board of County Commissioners as a holiday.

It is recognized by the parties that the floating holiday listed above shall be taken at the discretion of the employee and may be taken in conjunction with another holiday listed above or at any other time the employee may elect. Provided, however, that if the number of employees requesting a particular day off as a floating holiday would interfere with the need of the County to maintain sufficient staff to keep the office operating effectively that the County may require a reasonable number of employees to be available on a particular day. Time off for a floating holiday where this may occur will be allowed on the basis of seniority (that is, the most senior employees will be allowed the time off). New employees who qualify for paid holidays will be eligible for a floating holiday after ninety (90) days of employment. The floating holidays must be taken during the calendar year in which they are earned and may not be carried forward into the following calendar year.

Holiday time off and personal days are earned at the rate of 10 hours per day.

2. Weekend Holidays.

If any such holidays fall on Sunday, the succeeding Monday shall be deemed to be the

holiday that year. If ever the holiday shall fall on a Saturday, the preceding Friday, shall be deemed to be the holiday.

3. *Holiday During Leave.*

Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave.

4. *Holiday Work.*

If an employee works on any of the holidays listed above, they shall, in addition to their holiday pay, receive time off at one and one-half times provided in Article III Section 3 above.

ARTICLE 5 - SICK LEAVE

1. *Accrual.*

Employees shall accrue unlimited sick leave at the rate of eight (8) hours for each month worked, to be used in the event of their illness or illness of a member of their immediate family or as permitted by applicable law.

Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue sick leave for the next month on the first day of that month.

Absence due to sickness in excess of three (3) consecutive days must be verified by a health care provider's certificate at the request of the County.

Appropriate documentation may be required for absence of less than three (3) days if the County has reasonable suspicion that misuse or abuse of sick leave exists. The time spent, up to 1 hour, to obtain the medical certificate will be treated as time worked. The co-pay, if any, shall be reimbursed by the County upon the County receiving proof that the payment of a co-payment occurred.

2. *Bereavement.*

Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave of absence off with full pay in event of the death of a member of their immediate family, as provided in County policy and as provided below, for the purpose of making household adjustments and/or to attend the funeral. The use of bereavement leave must be used within three months of the death of the family member, unless approved otherwise by the appointing authority. A request to use bereavement leave for the death of an individual outside of the immediate family is subject to the approval by the Department Director.

Where deemed necessary after review by the Community Corrections Director, the employee may be granted up to two (2) additional days for travel time.

Consistent with the needs of the County and as approved by the Department Director, an employee shall be granted not more than three (3) hours of bereavement leave to

attend the funeral or memorial services for a current Clackamas County employee or retiree.

The bereavement leave provided for herein is in addition to any bereavement leave to which an employee may otherwise be entitled.

In addition to the benefit provided in this section, qualified employees may be eligible to use bereavement leave as provided by OFLA.

In relationships other than those set forth above, bereavement leave may be granted by the Department Director upon the request of the employee for a maximum of three (3) consecutive working days.

3. *Immediate Family.*

An employee's immediate family shall be defined as spouse, domestic partner, parents, spouse's parents, children, brother, sister, and grandparents. Stepchildren or stepparents residing with the employee shall be included in the definition of immediate family. In relationships other than those set forth above, bereavement leave of absence may be granted by the Department Director upon the request of the employee for a maximum of three (3) consecutive working days.

4. *Conversion to Retirement Benefit.*

Consistent with Oregon law and PERS rules, the County shall report all allowable, unused sick leave hours to PERS upon separation from County employment.

5. *Hours Charged.*

For employees working a standard eight (8) hour work day, for each day of sick and bereavement leave taken, eight (8) hours will be charged against accrued sick leave. For employees working a flexible schedule, each day of sick and bereavement leave shall be charged as the number of hours the employee is scheduled to work on the day reported as sick leave.

6. *Maternity Leave.*

The period of disability associated with pregnancy and/or childbirth shall be granted in accordance with the County's policy on Family Medical Leave and consistent with applicable law.

7. *Parental Leave.*

Parental leave will be granted in accordance with the County's policy on Family Medical Leave and consistent with applicable law.

8. *Family Medical Leave.*

Family Medical Leave will be granted in accordance with the County's policy and consistent with applicable law.

9. Communicable Disease.

Should an employee be exposed to serious communicable disease in conduct of official duties, the employee shall be provided immunization against or testing of such communicable disease without loss of wages or cost to the employee where immunization will prevent such disease from occurring. If exposure resulted from contact with client or client associates or family, employee shall be granted leave with pay for the immunization or testing.

10. Sick Leave (Over 30 days).

If an employee is on authorized sick leave for more than 30 days, the agency shall provide coverage during that time to the extent needed in the opinion of the agency. On return, the supervisor and employee shall meet to discuss completion dates for work assigned.

11. Vacation Option.

Employees who are absent on sick leave for a period in excess of their accrued sick leave shall use their accrued vacation time to cover such time off. At the option of the employee on approved FMLA/OFLA, the employee may retain up to 40 hours of vacation time prior to being placed on leave without pay.

12. Leave Donation.

Leave Donation will be granted in accordance with County Policy.

ARTICLE 6 - VACATION LEAVE

1. Accrual.

A. Employees having served in the County service for six (6) consecutive full-calendar months, shall be credited with 52.2 hours of vacation leave, and thereafter, vacation leave shall be accrued in accordance with the following:

1. Less than five (5) years of unbroken service, 104.4 hours per year, accrued at the rate of 8.7 hours per month.
2. Five (5) to ten (10) years, but less than ten (10) years of unbroken service, 128.4 hours per year, accrued at the rate of 10.7 hours per month.
3. Ten (10) years to fifteen (15) years, but less than fifteen (15) years of unbroken service, 152.4 hours per year, accrued at the rate of 12.7 hours per month.
4. Fifteen (15) to twenty (20) years, but less than twenty (20) years of unbroken service, 176 hours per year, accrued at the rate of 14.7 hours per month.
5. After twenty (20) years of unbroken service, 192.4 hours per year, accrued at the rate of 16.7 hours per month.

6. The maximum vacation accrual shall be 280 hours. Vacation accrual may be extended temporarily during the yearly cycle of January 1 through December 31. Effective January 1 of each calendar year, accruals exceeding the maximum shall be reduced to the maximum. Employees will not be compensated for surplus hours that are lost.

Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue vacation leave for the next month on the first day of that month.

Layoffs up to two (2) years and leaves of absences are not considered breaks in service in applying this Article. Time in service for the purposes of determining eligibility for accelerated vacation accrual rates shall only accrue in calendar months in which the employee has been in a paid status, working half-time or greater, for at least eleven (11) work days.

B. Employees hired prior to July 1, 2000 may make a one-time election to enroll in the vacation sell back program by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in this program, an employee may not return to his/her previous accrual schedule.

C. All employees hired on or after July 1, 2000 or employees hired prior to July 1, 2000 who have elected to enroll in the Vacation Sell Back program accrue vacation in the following manner:

1. Employees having served in the County service for six (6) consecutive full-calendar months, shall be credited with seventy-two (72) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours vacation leave per month regardless of years of service.
2. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell back forty (40) hours vacation during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll no later than December 31st of that calendar year.
3. The maximum vacation accrual shall be 280 hours. Vacation accrual may be extended temporarily during the yearly cycle of January 1 through December 31. Effective January 1 of each calendar year, accruals exceeding the maximum shall be reduced to the maximum. Employees will not be compensated for surplus hours that are lost.

2. *Vacation Times.*

Employees shall be permitted to choose either split vacation time usage or entire vacation time usage. Whenever possible, consistent with the needs of the County and requirements for a vacation relief, employees shall have the right to determine vacation

times, but in any case, vacation times shall be selected on the basis of seniority; however, each employee shall be permitted to exercise their right of seniority only once in any calendar year.

3. Termination or Death.

After six (6) months of service, upon the termination of any employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or their heirs, whichever the case may be.

4. Hours Charged.

For employees working a standard eight (8)-hour workday, for each full day taken as vacation, eight (8)-hours will be charged against accrued vacation leave. For employees working a flexible schedule, each day of vacation shall be charged as the number of hours the employee is scheduled to work.

5. Retiring Employees.

In the last year of employment prior to retirement, an employee who was hired prior to July 1, 2000, will be able to sell back up to fifty (50) hours of vacation. The employee will be responsible to notify the County of intent to retire in order to exercise this provision. This is a one-time option.

ARTICLE 7 - OTHER LEAVES

1. Leave of Absence.

Leaves of absence without pay for a limited period, not to exceed ninety (90) days, shall be granted for any reasonable purpose subject to the approval of the Department Director or Appointing Authority. Leaves shall be granted consistent with the needs of the County, and may be renewed or extended for any reasonable period by the Board of County Commissioners or its designee. No leave will be granted to an employee to accept employment in any other capacity unless authorized by the Department Director in advance. Exceptions may be granted where other employment is incidental to or a necessary requisite for the purposes for which the leave was granted. After seven (7) years of employment, leaves of absence without pay for a limited period, not to exceed twelve (12) months, may be granted for any reasonable purpose, with the approval of the Department Director. Such leaves may be renewed for any reasonable period.

2. Jury Duty.

Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service, in lieu of jury fees. Employees who are excused from jury service before the end of their work day shall immediately report their availability for assignment to their supervisor.

3. Educational Leave.

After completing three (3) years of service, an employee may request a leave-of-

absence without pay for educational purposes subject to approval of the Department Director or Appointing Authority. Educational Leave is for enrollment at an accredited school, when it is related to their employment. The period of such leave-of-absence shall not exceed one (1) year, but it may be renewed or extended subject to approval of the Department Director or Appointing Authority, at the request of the employee. One (1) year leaves-of-absence with any requested extension, for education purposes, may not be provided more than once in any three (3) year period. Employees may also be granted leaves-of-absence with or without pay for educational purposes, for additional lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability, provided it does not interfere with the operation of the County.

4. *Military and Peace Corps.*

Military and Peace Corps leave shall be granted to the employee in accordance with Federal Law and/or Oregon Revised Statutes.

ARTICLE 8 - HEALTH AND WELFARE

1. *County Contribution.*

The County agrees to contribute toward the monthly composite premium for each medical coverage to fulltime eligible employees and their eligible family members who elect coverage, effective on the first day of the month following the benefit-waiting period described in Section 9. The design of the medical plans shall be determined by the Benefits Review Committee as described in Section 8.

Effective January 1, 2021, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2020 County contribution.

Effective January 1, 2022, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2021 County contribution.

Employees will pay any remaining insurance premium cost share through payroll deduction.

Insurance Opt-Out: Employees who submit the Medical Insurance "Opt-Out" Waiver of Medical Coverage form certifying they have other coverage not obtained from the individual market or the Health Insurance Marketplace will receive cash back on a monthly basis as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with a qualified life event or at next Open Enrollment subject to carrier rules.

The County and the Federation will make an assertive effort to support plan design changes through the Benefits Review Committee as may be needed to keep the total annual increase at or below five percent (5%) each year.

The design of the medical plan(s) shall be the authority of the Benefits Review Committee as described in Section 8.

2. Benefits.

The County agrees to provide the Clackamas County Benefits Program for regular eligible employees and family members.

Bargaining unit employees agree to cooperate fully with the Benefits Division regarding participation and administration of the program.

3. Life Insurance.

The County agrees to contribute an amount equal to the premium for a life insurance plan with a death benefit of \$75,000 to full-time employees. The design of the life insurance plan shall be the authority of the Benefits Review Committee as described in Section 8. Employees will become eligible on the first day of the month following the Benefit Waiting Period described in Section 9.

4. Dental Insurance.

The County agrees to pay 100% of the dental premium for coverage agreed to by the Benefits Review Committee for eligible employees and their eligible family members, effective the first day of the month following the benefit waiting period described in Section 9. The design of the dental plans shall be determined by the Benefits Review Committee as described in Section 8.

5. Long-Term Disability Insurance.

The County agrees to provide non-duty disability insurance coverage to eligible employees as described in the Benefits Handbook, effective the first day of the month following the benefit waiting period described in Section 9. The design of the disability plan shall be determined by the Benefits Review Committee, as described in Section 8.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of 60% of up to \$3,333 in monthly salary after an elimination period of the first 30 days of each period of total disability or the exhaustion of accumulated sick leave, whichever occurs later.

6. Less Than Full-Time Employees.

For the purpose of eligibility for benefits, full-time employees are those regularly working thirty (30) or more hours per week. Regular part-time employees shall be entitled to County-paid medical coverage as described in Section 1, and shall be entitled to purchase dental insurance as described in Section 4.

7. Job Share.

A. "Job sharing position" means a full-time position that may be held by two individuals on a shared time basis whereby the individuals holding the position

work less than full time.

B. Job sharing is a voluntary program. An employee who wishes to participate in job sharing may submit a written request to the Appointing Authority to be considered for job share positions. The Appointing Authority shall determine if job sharing is appropriate for a specific position. Determination of job sharing in a new position is the exclusive right of the Appointing Authority.

C. Job share employees shall accrue vacation leave and sick leave on a pro rata share of the normal accrual rate for a full-time position.

D. Job sharing employees shall be entitled to a prorated share of the full benefit package for one full-time position. The employer contribution will be a maximum of 100% for insurance benefits during the term of this agreement. Each job share employee has the right to obtain medical and dental insurance by paying the difference between their prorated share and the full premium amount through payroll deduction.

E. For purposes of layoff, individuals filling a job share position which totals a full-time equivalent, shall be considered as one full time equivalent. Service credits shall be determined by averaging the two individual scores and the two individuals treated as one.

F. If one job sharing partner is removed, dismissed, resigns or otherwise is separated from the job, the Appointing Authority has the right to determine if job sharing is still appropriate for the position. If the Appointing Authority determines that job sharing is not appropriate for the position or the Appointing Authority is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full-time basis.

8. *Benefits Review Committee.*

A Labor-Management Benefits Review Committee shall have the responsibility for deciding the level, scope, and design of benefit plans offered to employees for medical and vision coverage, dental coverage, and for disability and life insurance. The primary emphasis in plan design shall be to provide a comprehensive, competitive benefit program at a reasonable cost for individuals and for the organization.

The Committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting these provisions shall be entitled to appoint one voting member to the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt these provisions will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number equal to the voting bargaining unit membership. However, a bargaining unit or the County may appoint fewer members than it is entitled to but retain the same number of votes as described above. The Committee shall meet at least quarterly, or more frequently as required. Decisions of the Committee will be made by a majority of votes.

The Committee shall make plan design decisions for medical, vision, dental, disability, and life insurance plans at least 120 days prior to the beginning of the succeeding plan year, unless the County waives such requirement.

Payment for and funding of benefit plans selected by the Committee shall be in a proportion and manner determined through collective bargaining with each separate bargaining unit.

The County shall provide administrative coordination and support for the Committee. The Committee at its request shall be provided all financial information and related reports as may be available.

The County will make decisions on the following issues after consideration of Committee recommendations: carrier selection, third party administrator selection, employee benefits consultant selection, selection of alternate funding arrangements, and other optional benefit programs.

Problems with benefit coverage will be brought up at the Benefits Review Committee meeting for resolution.

9. *Benefit Waiting Period.*

Benefits shall become effective on the first day of the calendar month following two (2) full calendar months of continuous employment. Two (2) full calendar months of continuous employment shall be defined as being in a paid status on the first working day of the month and continuously thereafter for two full calendar months, except that an employee may take an approved leave without pay not to exceed ten (10) working days, or eight (8) working days for employees on a four-day work week, or the prorated equivalent for part-time employees.

10. *Plan Changes Required by Law or Insurance Carrier.*

The County shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations and may make changes to take advantage of any enhancements made available by the insurance carriers. The County does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

11. *Health Reimbursement Account (HRA)*

The County shall provide each employee covered by this agreement the opportunity to enroll in a Health Reimbursement Account (HRA).

The County shall pay the account fee up to \$1.50 per account per month for each active employee enrolled in a HRA/VEBA. The participating employee shall be responsible for the third party annualized investment fee.

Participating employees who have used at least forty (40) hours of vacation in the prior calendar year shall have all vacation time up to eighty (80) hours in excess of the annual cap, as referenced in Article 6, paid into their HRA/VEBA account.

ARTICLE 9 - WAGES

1. *Wages and Classification Schedule.*

Effective the first full pay period after July 1, 2020 or ratification by the Board of County Commissioners, whichever occurs later, employees shall receive a 2.6% cost of living increase, based on the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor.

Effective the first full pay period after July 1, 2021, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%.

An updated pay plan will be published by the County each year by July 1 and posted on the County intranet and internet.

2. *Steps and Probationary Periods:*

Employees hired as a Parole and Probation Officer I are eligible for a step increase upon successful evaluation after 180 days from date of hire.

A Probation Officer I who receives DPPST certification for Parole and Probation Officer will promote to Probation Officer II effective the first day of the following pay period after the DPSST certification is received.

Upon promotion to Parole and Probation Officer II, a new anniversary date is established. Thereafter employees are eligible for step increases upon successful yearly evaluation up to the top of the wage scale.

Upon promotion to a Parole and Probation Senior or Specialist, the employee will serve a 180-day probationary period and a new anniversary date is established. An employee who does not successfully pass the probationary period will revert to their previous position, absent other just cause disciplinary action.

3. *Travel Expense Reimbursement.*

The County shall reimburse an employee at the current County Travel Policy rate for travel expenses incurred while performing the duties of his/her position when required in an employee's regular work. The County shall provide employees with use of County

cars to perform work duties or will reimburse an employee for personal auto expense at the current County Travel Policy rate per mile where required in an employee's regular work. Any exception to the use of County cars or mileage reimbursement expenses must have pre-approval from the employee's supervisor or manager.

4. Retirement Contributions.

The County shall pay both employer and employee contribution to the Public Employees Retirement fund for the employee members participating in PERS or OPSRP as set by the Oregon legislature for the term of this Agreement. Eligibility for PERS/OPSRP is subject to ORS 238.015, 238A.100 & 238A.110.

In the event that during the life of this agreement, it becomes impossible for reasons of law, regulation or decisions for the County to pay the six percent (6%), employee contribution to PERS, then that sum shall be contributed on behalf of the employee to a retirement benefit, such as a transition account, state retirement account, County deferred compensation plan, or other individual retirement account. The intent of the parties is that the employees will be made whole in terms of the six percent (6%) retirement contribution made by the County.

Further, the County shall direct PERS that all members of the bargaining unit shall be entitled to Police and Fire Retirement provisions. The County shall pay Police and Fire Retirement provisions for the members of this bargaining unit retroactive to the date that the member became a qualified Police and Fire PERS member due to County employment.

5. Hourly Rate.

The computation of the base hourly rate included in the Salary Range Schedule and used to compensate part-time employees working at a particular range and step shall be computed upon the following equation:

$$\frac{\text{Yearly salary}}{2080 \text{ hours per year}} = \text{dollars per hour}$$

6. Out-of-Class Pay.

When an employee is assigned, in writing by his/her supervisor, the duties of a higher classification for five (5) consecutive days or more, or for more than a total of ten (10) work days within a calendar year, the employee shall be compensated for such work at the minimum of the range of the higher paid classification or a 5% increase of base hourly pay, whichever is higher.

7. Deferred Compensation.

For each pay period, an amount equivalent to one percent (1%) of the employee's base hourly pay, including any out of class pay per pay period as set forth in Attachment A of the Deferred Compensation Plan Document shall be placed into a deferred compensation plan for each employee, the plan to be administered by a provider with

whom Clackamas County has contracted for deferred compensation services.

8. Longevity.

Employees covered by the bargaining unit shall be eligible for longevity pay as a percentage of gross salary for number of continuous years of regular status county service in the following amounts based upon accumulation of the established time employed in a paid status.

5 Years (after 60 mos.)	1 %
10 Years	1.5%
15 Years	2.0%
20 Years	2.5%
25 Years	3.5%
30 Years	4.0%

Continuous service for the purpose of determining eligibility for longevity accrual rates shall be service unbroken by separation from County employment that results in a new date of hire. Longevity payments based on years of service and the tiers above are not cumulative.

9. Call-Out Pay.

Whenever a Parole and Probation Officer is called to perform work duties during hours when not regularly scheduled to work (whether the work requires the employee to leave home or not) it will be considered a minimum of thirty (30)-minutes worked or the amount of time actually performing work, whichever is greater. Compensatory time will be given or may be paid at the County's discretion. Multiple calls received within a thirty (30)-minute minimum are considered part of the thirty (30)-minute minimum. Additional calls after the thirty (30) minute period will result in another thirty (30) minute minimum time worked.

This section does not apply to voluntary changes made in a work schedule initiated by the employee and approved by the supervisor.

10. Field Training Officer and other Training Assignments

FTO: Employees assigned in writing by the department to Field Training Officer (FTO) duties will be paid a 5% increase of base hourly pay while performing such duties. Other Training Assignments: Employees assigned in writing and as directed by the department management to provide firearms, CBT (Cognitive Behavioral Therapy), or

defense tactics training instruction for Clackamas County will also be paid a 5% increase of base hourly pay while performing such duties. Employees acting in multiple capacities, including FTO, under this section may not receive more than a single 5% premium.

11. Bilingual Skills Pay.

A. When an employee is required to use a second (or more) language, including American Sign Language (ASL), as a condition for holding a particular position, the employee will receive an additional 5% of base hourly rate to be added to the employee's regular salary. "Required use" shall be documented by an approved Position Classification Questionnaire or the "Certification of Bilingual Requirement" form.

B. It is not the intent of the parties that the re-designation of a position to "bilingual required" creates a new classification.

12. Assignment, Selection, and Termination for Temporary Probation & Parole Officer, Senior.

Assignment and selection of employees to Probation and Parole Officer, Senior positions shall be at the sole discretion of the County. Assignments for over thirty (30) continuous days will be posted in the affected work unit for no less than five (5) work days. Employees in the work unit interested in the Probation and Parole Officer, Senior assignment shall submit a letter of interest to the unit supervisor and will be considered for the assignment. An employee assigned to the assignment for one (1) year or more shall be given ten (10) days written notice prior to the termination of such assignment. A copy of the written termination notice will be simultaneously given the Federation.

13. On- Call Probation Officer.

A probation officer shall be designated to take calls outside of regular business hours (8 a.m. - 5 p.m.). The on-call probation officer shall receive an additional \$200.00 per week in addition to call out pay, under Section 8 of this Article, as compensation. Employees will be offered the opportunity to bid two (2) weeks at a time on a rotating seniority basis. Employees assigned to "On-Call" status will be readily available for work and able to promptly respond to phone calls. Hours "on-call" are not considered compensable hours worked.

14. DPSST Certification.

Employees who obtain a DPSST Intermediate Certificate in parole and probation will be paid additional compensation in the amount of \$25 per pay period.

Employees who obtain a DPSST Advanced Certificate in parole and probation will be paid additional compensation in the amount of \$50 per pay period.

Certification pay will commence effective the first day of the pay period following proof of certification by DPSST to the Director.

This incentive pay is not cumulative and members are eligible for one level only.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

1. *Disciplinary Measures.*

Disciplinary action for regular employees shall be for just cause. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step and every step need not be utilized, depending upon the severity of the incident causing the disciplinary action:

- A. Verbal reprimand, which may be documented in writing;
- B. Written reprimand;
- C. Reduction in pay;
- D. Suspension without pay;
- E. Demotion;
- F. Discharge.

The County shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.

Effect of Verbal Reprimand. Verbal reprimands over one (1) year old shall not be a basis for progressive disciplinary actions. Verbal reprimands are not subject to grievance beyond the Board of County Commissioners. All non-economic discipline shall be considered stale after thirty- six (36) months from the date of the discipline unless the employee has been disciplined for the same or similar misconduct, (in which case the 36 months begin after the last discipline issued). Stale discipline may not be used for the purposes of progressive discipline.

2. *Investigatory Interview.*

At least twenty-four (24) hours before an investigatory interview with an employee which may result in that employee receiving discipline, the employee will be provided with a written notice informing the employee of the nature of the investigation and of facts reasonably sufficient to inform the employee of the circumstances surrounding the allegations under investigation.

3. *Due Process.*

Pre-disciplinary "due process" means written notice, to the employee and FOPPO, of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or their designee prior to imposition of economic discipline. Such a meeting

may be recorded by any party at the meeting. The County shall provide the Federation and the affected employee with all the documents which are relied upon. The employee and/or the Federation may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand.

4. *Avoidance of Embarrassment.*

If the Department Director or designee has reason to discipline an employee, the Department Director or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

5. *Federation Representation in Interview and Discipline Process.*

The County acknowledges the right of the employee to have a representative of the Federation present at meetings with the employee, which could lead to discipline.

6. *Probationary Employee.*

Parole and Probation Officer I positions are on probation subject to termination at the discretion of the Department. Upon promotion to Parole and Probation Officer II, employees will continue the probationary period for an additional 180 days subject to termination at the discretion of the Department.

A lateral hire with Oregon Parole and Probation DPPST certification serves a 365-day probation period.

A probationary employee and/or FOPPO shall be afforded the opportunity to grieve any alleged violation, misapplication and/or misinterpretation of the Agreement related to a probationary employee; however, this shall not include any matter involving discipline or discharge related to a probationary employee.

7. *Employee Status Definitions.*

Probation: The probationary period is a working test period during which classified employees are required to demonstrate fitness by actual performance of the duties of the position to which they are appointed.

Regular employee: Means a classified employee who has successfully completed a probationary period for a position.

ARTICLE 11 - LAYOFF AND RECALL

1. *Reason for Layoff.*

The department head may lay off an employee because the employee is medically unable to perform the job, and there is no other job the employee can perform. The department head may also lay off an employee because of shortage of funds or work or reorganization of the unit, if, in the opinion of the department head, there is no satisfactory alternative to lay off such as voluntary demotion, furlough, or reduced work week. Discussions regarding layoffs may be initiated by either the employer or the

Federation. The County retains the final authority to determine whether layoffs should occur. Bumping does not apply to medical layoffs.

2. Layoff.

When a layoff occurs, Probation and Parole Officers shall be laid off according to seniority. Temporary, probationary, unallocated and/or non-regular Probation and Parole Officer positions must be eliminated before regular Probation and Parole Officers are laid off by the County, except when a layoff occurs because an employee was physically unable to perform the job.

3. Seniority.

Seniority is defined as the length of continuous service in the Parole and Probation Officer classifications.

4. Bumping.

When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise bumping rights by displacing an employee with less seniority in the same or lower classification in the bargaining unit. If funds are increased and a higher-level position is reestablished, the bumping employee will be restored to the higher-level position.

5. Recall.

Those employees who are laid off shall be eligible before new hires for recall to their classification for a period of three (3) years without loss of seniority or benefits subject to contract limitations. Recall shall be on the basis of seniority or merit as described in Section 3 above.

6. Alternatives.

The parties agree that the Federation may fully raise alternatives to layoff that the County will fully consider.

ARTICLE 12 - SETTLEMENT OF DISPUTES

1. Grievance Procedure.

A. Grievances are defined as alleged violations of this Agreement and must be initiated within twenty-one (21) calendar days of their alleged occurrence. For purposes of calculating the 21 calendar days, all days that an affected employee is on leave shall not count. Grievances filed in a timely manner shall be processed according to this Article. Upon mutual written agreement by the County or their designee and the Federation or their designee, when the nature of the grievance is such that it would be perfunctory or ineffectual to proceed at a lower step, the grievance may be initiated at the lowest step where successful solution may be reasonably expected. Employees are encouraged to resolve

their problems informally at the immediate supervisor level. If such a problem cannot be resolved, the following procedure shall be followed:

B. Step 1. Any employee, with notice to the Federation, or the Federation on an employee's behalf, may file a grievance in writing with the Community Corrections Manager within twenty-one (21) calendar days from the date of the alleged breach of this Agreement. The Community Corrections Manager or designated representative shall schedule a meeting with the Federation and the Grievant within ten (10) calendar days after receipt of the grievance. The Community Corrections Manager or designated representative shall respond in writing to the grievance within ten (10) calendar days of the Step 1 meeting. The Step 1 response shall be provided to the Federation and the affected employee(s).

Step 2. If the grievance remains unresolved, the employee or the Federation shall appeal the Step 1 denied grievance to the Department Director within ten (10) calendar days after the response required by Step 1 was due. The Department Director or designated representative shall schedule a meeting with the Federation and the Grievant within ten (10) calendar days after receipt of the Step 2 grievance. The Department Director or designated representative shall respond in writing within ten (10) days of the Step 2 meeting. The Step 2 response shall be provided to the Federation and the affected employee(s).

Step 3. If the grievance remains unresolved at Step 2, the Federation may appeal the grievance to the Sheriff within ten (10) calendar days after the response required by Step 2 was due. The Sheriff or designated representative shall schedule a meeting with the Federation within ten (10) calendar days after receipt of the Step 3 grievance. The Sheriff or designated representative shall respond in writing to the Federation within ten (10) calendar days of the Step 3 meeting.

Step 4. If the grievance remains unresolved at Step 3, the Federation may appeal the grievance to the BCC, with a copy to the Deputy Director of Human Resources, within ten (10) calendar days after the response required by Step 3 was due. The BCC or designee shall schedule a meeting with the Federation within ten (10) calendar days after receipt of the Step 4 grievance. The BCC or designee shall respond in writing within ten (10) calendar days after the Step 4 meeting.

C. The intent of both parties is to process grievances at each step in as short a period of time as is practical. If a grievance is not advanced to the next step within ten (10) calendar days of a written decision, it shall be deemed waived. Employees and the Federation shall be assured freedom from reprisal for use of the grievance procedure. Employees shall have the right to process grievances with or without representation by the Federation through Step 2 of the grievance process. However, if an employee is processing a grievance

without Federation representation, the County shall ensure that the Federation has received a copy of any and all information and materials related to the grievance at the same time that the County provides such information and/or materials to the employee. A Federation representative shall have the right to be present for any meetings related to grievances and/or their disposition, when the employee has not requested the Federation's representation, upon request. The County will timely inform the Federation of such meetings and collaboratively work with the Federation to ensure that a Federation representative is available for such scheduled meetings.

D. All grievances shall be reduced to writing and submitted on the form identified as *Official Statement of Grievance Form*.

E. Time limits specified in this procedure must be observed, unless either party requests a specific extension of time which, if agreed to, must be agreed to in writing and shall become part of the grievance record. Within twenty-one (21) calendar days of an alleged violation of this Agreement, the Federation or a group of employees may file a grievance on behalf of one (1) or more employees where such employees are similarly affected by an action taken by the Agency. Such grievances shall be signed by at least one (1) of the affected employees and/or Federation representative and shall be filed at the lowest step where the person hearing the grievance has the authority to resolve it.

Any grievance, having progressed through the steps outlined in Article 12 (Grievance Procedure), and remaining unresolved, may be submitted by the Federation to arbitration for settlement. To be valid, the request for arbitration must be in writing and from the Federation and received by the Employer within ten (10) calendar days after receipt of the Board of County Commissioners' or designees' response.

By mutual agreement, any grievance filed under the terms of this article may be referred to mediation at any time during the grievance process. The Federation and County agree to equally split the cost of such mediation.

2. Arbitration Procedure.

A. If arbitration is requested, the parties shall attempt to agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) Oregon and Washington arbitrators shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. After the flip of a coin has determined which party shall strike first, each party shall, in turn, strike one arbitrator at a time from the list until one name remains.

The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing, he shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by him shall be borne by the party against whom the arbitrator's decision is adverse. However, the arbitrator shall have the power to require the parties to share in the expense of the arbitration proceeding in any proportion that the arbitrator deems reasonable. The arbitrator's decision is due within thirty (30) days of the close of the hearing although the arbitrator's failure to meet the time shall not affect his jurisdiction over the dispute.

B. If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obliged to first hear arguments and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear arguments and evidence on the merits of the grievance. If requested by either the Federation or the County, the hearings for a question of arbitrability shall be held separately from any hearing on the merits of the grievance. The decision(s) of the arbitrator shall be binding on both parties to this Agreement.

3. *Discrimination Complaints.*

An employee alleging any form of discrimination may file a complaint with the Department Director or his/her designated representative for processing according to Community Corrections Division policy governing investigation and resolution of alleged discrimination complaints. An employee may also file a written complaint with the Director of Human Resources as provided by the County's policy and may also file a grievance.

4. *Release Time.*

The Federation President, a Grievance Committee member, or a Federation Executive Board member, shall be allowed reasonable time and opportunity, without loss of pay, to assist an employee to pursue a grievance or dispute through the steps of the grievance procedure as outlined in Section 1 above.

ARTICLE 13 - WORKERS' COMPENSATION

Section 1. All County employees will be insured under the provisions of the Oregon State Workers Compensation Act for injuries that arise out of and occur in the course of employment for the County. The County is self-insured for worker's compensation claims. The County and Federation acknowledge the right of employees to receive worker's compensation benefits as provided by state law and this article.

Section 2. The County will compensate the employee for injuries that arise out of and

occur in the course of employment where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury for up to and including 180 days from the date of injury. This wage continuation provision will continue for up to and including 180 calendar days from the date of injury, and is subject to the following conditions:

- A. The day of injury shall be considered a workday, and the employee will receive their normal salary for that day.
- B. The waiting period as stated in ORS 656.210 will be charged to sick leave or other accrued leave if available unless total temporary disability exceeds fourteen (14) consecutive days. Then, worker's compensation covers from the first day.
- C. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State Law.
- D. While the employee is receiving wage continuation under this provision, they will continue to receive all other County health and welfare benefits they were enrolled in at the time of the injury unless prohibited by law, rule, and regulation or provider contract.

Section 3. After 180 calendar days from the date of injury, the Board of County Commissioners retains the discretion to continue payment and benefits beyond that guaranteed under the statutes governing workers compensation benefits. If the injured employee requests wage continuation beyond 180 calendar days from the date of injury, the injured employee will be required to present to the Board of County Commissioners through its designee Human Resources, a physician's statement setting forth the nature of injuries, current condition, and anticipated length of absence or date of return

After 180 calendar days from the date of injury, the employee may elect to use accrued leaves to supplement the difference between worker's compensation benefits and the employee's regular pay (including any regular additional pay).

Section 4. Full medical and dental insurance coverage shall be provided for employees for a minimum of 12 months from the date of injury as long as employee remains employed during this period. Employees are responsible for any applicable insurance premium cost share as provided for in Article 11. Further coverage shall be at the discretion of the Board.

Section 5. The County may request the employee to return to modified or light duty, subject to medical release. An injured employee that refuses to return to modified or light duty may be subject to loss of reinstatement rights. (See also Article 37, Light

Duty, section 3.)

ARTICLE 14 - FEDERATION SECURITY, CHECKOFF AND DUES

1. All employees covered by the terms and conditions of this Agreement shall have the voluntary choice whether to become members of the Federation. The County agrees to deduct dues in the amount determined by the Federation from the wages of each employee who is a member of the Federation. Federation members hired on or after June 26, 2018, shall provide the County with written authorization to deduct dues. Dues shall be deducted each pay period from each member's compensation and remitted monthly to the Treasurer of the Federation.

2. Such uniform amounts as the Federation Treasurer certifies to the County as the dues approved by the members of the Federation shall remain as the reasonable amount to be deducted hereunder.

3. Federation Members terminating with less than ten (10) working days in any calendar month will not be subject to dues deduction.

4. The County will not be held liable for check-off errors, but will make proper adjustments with the Federation for errors as soon as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues check-off, an updated list of eligible members of the bargaining unit will be delivered by the Federation to the County Payroll Division.

5. The County and the Federation agree that temporary employees or part time less than half time employees are paid at the same wage rate as bargaining unit members in the same classification. In recognition of the collective bargaining efforts by the Federation on behalf of those employees, temporary employees or part time less than half time employees shall have the voluntary choice whether to have dues deducted from their wages. The County agrees to deduct dues in the fixed amount of three-quarters of the fixed amount of dues uniformly required of each member of the Federation from the wages of each temporary or part time less than half time employee who chooses to pay Federation dues and provides the County with written authorization to deduct dues. Dues shall be deducted each pay period from each temporary or part time less than half time employee's wages, and remitted monthly to the Treasurer of the Federation.

ARTICLE 15 - FEDERATION RIGHTS

1. *Access to Workers.*

Authorized representatives of the Federation may visit the work locations of employees covered by this agreement at reasonable times, provided that such visitations will not interfere with the work of the employees.

2. Notification to County.

The Federation shall notify the County in writing of the names of all authorized representatives, Federation representatives and officers. The list will be updated as necessary.

3. Federation Negotiators.

Employees selected by the Federation to act as Federation representatives for the purpose of negotiating amendments or modifications to this agreement shall be known as the Federation of Oregon Parole and Probation Officers Negotiating Committee. The names of employees so designated shall be certified in writing to the County by the Association. The Negotiating Committee shall consist of three (3) members and a Federation President. All negotiation meetings with the Board of County Commissioners or its representatives shall be held during working hours, on the County's premises without loss of pay.

4. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, disability, gender identity, sexual orientation, or political affiliation or as otherwise provided by applicable law. The Federation shall share equally with the County, the responsibility for applying this provision of the Agreement. The County agrees not to interfere with the rights of employees to become members of the Federation, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee because of Federation membership or because of any employee activity in an official capacity on behalf of the Federation, or for any other cause. Nothing in this section shall be construed to limit the County's right to effectively and efficiently run the County's operations.

5. Federation Business.

Elected officers and negotiators will be allowed a reasonable amount of work hours to handle labor relations matters. This will include that time necessary to attend Labor-Management meetings when scheduled by mutual agreement. The Federation representative must record any time more than fifteen (15) minutes involved in Federation business during paid County time on their department's timekeeping system with the exception of approved vacation or compensatory time (and with the exception of unpaid lunch or breaks, depending on department policy).

ARTICLE 16 – MISCELLANEOUS

1. Existing Conditions.

All future work rules and benefits that are mandatory subjects of collective bargaining shall be subject to mutual agreement before becoming effective. Changes in all existing conditions that are mandatory subjects of collective bargaining shall be negotiated with the Federation consistent with PECBA.

Whenever such conditions or changes or new conditions are finalized, they shall be provided electronically to all bargaining unit employees.

2. Contract Distribution.

The County agrees to furnish each employee in the bargaining unit with a copy of the Federation Agreement. New employees shall be provided a copy of the contract at the time of hire.

3. Clothing and Equipment Reimbursement.

The County agrees to reimburse an employee for the reasonable cost of clothing, watches, prescription glasses or equipment required to work that is damaged while the employee is on duty and engaged in work on behalf of the County and the damage was not due to employee negligence. Unless otherwise reimbursed, reimbursement for damages to prescription glasses shall be limited to no more than \$300 and reimbursement for damages to watches shall be limited to no more than \$100.

4. Car Mileage Reimbursement.

It is the policy of the County that employees who are required by their supervisor to use their personal automobile for authorized County work shall receive mileage for such use at the current mileage allowance rate.

5. Training Policy.

The County shall manage the training program for staff through the Department Training Policy. The parties agree that any changes to the Training Policy shall be referred to the Labor/Management Committee for discussion prior to implementation.

6. Work Rules.

Work rules shall not conflict with the terms of this Agreement. Employees shall comply with County-wide work rules as outlined in the Personnel Ordinance, 2.05.180, "Employee Responsibilities."

7. Electronic Mail.

1. Federation representatives (those persons holding positions as officers within the Federation) may use the County email system to communicate concerning collective bargaining matters.

2. "Collective bargaining matters" means any of the following:

- A. official Federation announcements to the Federation membership (such as meeting subjects, dates and times);
- B. the meaning, interpretation or application of this Agreement;
- C. the presentation and adjustment of grievances;

D. matters directly related to the collective bargaining relationship between the County and the Federation.

3. Federation members may use the County email system to contact Federation representatives regarding collective bargaining matters, including any of the following purposes:

- A. to arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
- B. to ask a question regarding meaning, interpretation, or application of this Agreement;
- C. to present a grievance regarding the meaning, interpretation or application of this Agreement;
- D. to request Federation representation in matters concerning the meaning, application or interpretation of this Agreement.

4. It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.

5. The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (County elections, Federation elections, or otherwise).

8. *Video Cameras and GPS Data.*

1. Video camera recordings and/or GPS may be accessed, reviewed and preserved as the County for business reasons. Video recordings and/or GPS data will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific recording and/or GPS data. In the event the County elects to review video and/or GPS data as part of an investigation, the County shall notify the Federation and provide the Federation with an opportunity to view the video and/or GPS data.

2. In the event information revealed on video camera and/or GPS data raises concerns regarding employee conduct, the County will retain the video recording and/or GPS data and agrees to provide a copy of the video recording and/or GPS data to the Federation and the employee in advance of any pre-disciplinary meetings.

9. Over/Under Payments.

Any employee receiving unauthorized payments has the obligation to call such error to the attention of their supervisor.

A. Underpayments

When an error occurs resulting in a negative impact on the employee, upon notification by the employee, in writing to the Payroll Manager, and verification by the payroll division, payment in correction of the error shall be made in the employee's paycheck for the current pay period.

B. Payments in Error

When an employee receives payments due to a clerical, technical, or computer error, through no fault of the employee and where the employee did not and could not reasonably have known that the error occurred, the employee will only be liable for, and the County shall only recover, the overpayment for a period of one-hundred and eighty (180) days preceding the date of discovery of the error. If the discovery of the error is made by the employee who notifies the Payroll Manager in writing within ten (10) As soon as the overpayment is known, the County will make every effort to recover overpayments by payroll deduction over a reasonable period of time.

Working days of discovery of the error that they believe their pay is incorrect and the County does not subsequently make a correction to stop the overpayment by the next payroll period after notification, the employee will not be liable for additional overpayments that occur following the date of notification.

C. Repayment to the County

1. The County Payroll Manager shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering the overpayments by payroll deduction, the following shall apply:
2. The employee and the County shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following the written notification.
3. If there is not mutual agreement at the end of thirty (30) calendar days, the County shall implement the repayment schedule stated in subsection (7) below.
4. If the overpayment amount to be repaid is more than twenty-five (\$25) dollars, the overpayment shall be recovered in amounts not to exceed twenty-five (\$25) dollars per payroll period. The employee may elect a higher repayment amount. If an overpayment is less than twenty-five (\$25) dollars, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck.
5. An employee who has a factual disagreement with the County's

determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.

6. This article/section does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to former employees.
7. Employees can elect to either establish a payment plan through payroll deductions as described under Section 9 (C)(4) or may elect to pay overpayment in one lump sum. In the event the employee chooses to make a lump sum payment to the County, the County will adjust the amount owed for any tax paid, and will reduce the amount of employees' wages for the year on the employee's W-2 form by the amount repaid.

ARTICLE 17 - SAFETY AND HEALTH

1. Facility Standards Maintenance.

The employer and the agency agree to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the State of Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

2. Safe Place of Employment.

It is the responsibility of the Agency and Employer to make every reasonable effort to provide and maintain a safe place of employment. It is the responsibility of all employees to practice safe working habits and to report any observed unsafe conditions immediately. Employee recourse to unsafe working conditions would be handled as follows:

Employees will report any personally observed unsafe practice or conditions to the immediate supervisor. If the practice or condition is not remedied in a timely manner by the immediate supervisor, the employee shall submit the matter to the Federation representative to take up with a higher authority.

3. First Aid Kits.

The Agency will provide first aid kits designed to serve at least the number of employees in each office.

4. First Aid Training.

The Agency will insure multimedia first aid training has been provided each new employee within the first year of entry into the bargaining unit.

5. Communicable Disease.

If, in the conduct of official duties, the employee is exposed to serious communicable diseases that would require immunization or testing, the employee shall be provided immunization against or testing for such communicable disease without cost to the

employee where immunization will prevent such disease from occurring. The employee shall be granted leave with pay with no loss of accrued sick leave or other leave for the immunization or testing.

6. Protective Clothing.

If any employee is required to wear protective clothing, such protective clothing shall be furnished to the employee by the Agency. The cost of maintaining including cleaning, laundering, and tailoring shall be paid by the Agency.

7. Vehicles.

Each vehicle that is provided for use by Parole and Probation Officers shall be properly maintained in a safe and serviceable condition. Each vehicle will have in it a first aid kit, a fire extinguisher, and two communicable disease kits. The County shall make available to the field staff no less than three (3) cage cars equipped as specified above.

8. Safety Equipment.

Body armor will be provided to all field officers upon request and replaced by the County per manufacturer's warranty (currently 5 years). Any new body armor the County purchases will consist of vest rated at Threat Level IIIA flexible (with side panels), which itself will be replaced upon expiration of the manufacturer's useful life.

Firearms: All employees hired after January 25, 2018 will be required to carry firearms issued by the Department in the performance of their duties.

Employees employed prior to January 25, 2018, who elect to carry a firearm shall carry the firearm provided by the County.

Employees will be required to qualify semi-annually.

The Department will provide a duty issued firearm including holster, handcuffs, handcuff holder, OC spray and holder, 2 extra magazines and a magazine pouch.

9. Ammunition.

The County shall provide all ammunition for department on duty and approved firearms training for issued firearms.

10. Automobile Registration.

The County will allow employees to register their personal automobiles at the Community Corrections Division address if provided by law and provide adequate parking.

11. Traumatic Incidents.

Any employee whose actions result in the receipt of or witness to a serious threat of injury, serious injury or death of another person in the performance of their duties shall be given, at the discretion of the Community Corrections Director, with input from the employee's Peer Support member if applicable, up to three (3) consecutive working

days of paid administrative leave for the traumatic incident. In addition, the County will provide paid administrative leave for up to six (6) EAP visits related to the traumatic incident. The decision whether an event is traumatic for the purposes of this section shall be at the sole discretion of the County.

ARTICLE 18 - TRANSFERS

In the event a position becomes vacant within the division, eligible employees within the classification will be notified in writing and will be allowed to request transfer into said position. Selection and final approval of any transfer will rest with the division head.

ARTICLE 19 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

ARTICLE 20 – LEGAL FEES

Section 1. The County agrees to reimburse bargaining unit members (employees) for the reasonable, usual, and customary legal fees and costs charged by an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the employee arising out of the employee's involvement in the scope of the regular performance of his or her duty as an employee for the County. The County's obligation of reimbursement is subject to the following:

A. To receive reimbursement under this Article, the employee must select an attorney from a list of attorneys that have been mutually agreed upon by the Federation and the County Counsel. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this agreement, the Federation shall submit to the County Counsel, the names and professional biographies of the attorneys the Federation proposes for inclusion on the list. If the County Counsel does not object in writing to an attorney on the list within twenty (20) working days, the attorney shall be included on this list.

The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent the employee, the employee may obtain another attorney of their choosing; however, the County's obligation to reimburse will arise only if the County Counsel receives written notice of the selected attorney from the Federation within five (5) working days of the employee or Federation learning of the lack of availability of an attorney from the predetermined list. Following the initial meeting between the employee and the attorney, the Federation shall arrange for the attorney to

provide the County at no cost to the County a preliminary estimate of the anticipated legal fees, costs, and expenses. This preliminary estimate shall be directed to the County Counsel, the Sheriff, Risk Management, and the Federation.

B. Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. If the County, in its discretion feels the charges exceed the reasonable, usual, and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as the County's obligation under this Article. Under no circumstances shall the provision of this Article give rise to a claim of any sort against the County by the attorney retained or selected by the Federation member.

C. Reimbursement will not be made in those instances where:

1. The employee is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident; or
2. The County sustains disciplinary charges on the basis of the employee's actions, which formed the basis for the possible criminal liability, and the County's sustaining of the charges is upheld in all or part on any grievance or appeal of discipline; or
3. The employee resigns from employment following notification that criminal charges, grand jury proceedings, a disciplinary investigation or disciplinary charges are pending.

D. The County shall have no obligation to reimburse an employee, the Federation, or counsel for the Federation for legal fees or costs in any instance where the employee or the Federation elect to have counsel for the Federation represent the employee involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding.

E. Any reimbursement required by the County shall be made only at the conclusion of all criminal and disciplinary proceedings against the employee relating to or arising out of the incident and are subject to the following monetary maximums:

1. Legal fees relating to a grand jury investigation and/or appearance: \$5000.
2. Legal fees relating to post-grand jury indictment or other charging instrument: \$10,000.

Section 2. The County recognizes that it is not entitled to the work product of the attorneys involved in this program. The County recognizes there exists an attorney/client privilege between the attorney and the employee.

ARTICLE 21 - TERMINATION

1. A. This Agreement shall become effective July 1, 2020 or ratification by the Board of County Commissioners, whichever occurs later, and shall remain in full force and effect until the 30th day of June, 2022, and each year thereafter, unless either party shall notify the other in writing not later than January 1 of the expiring year, that it desires to negotiate a successor agreement. This Agreement shall remain in full force and effect during the period of negotiations for a successor agreement. In the event notice to modify is given, negotiations shall begin no later than February 1.
B. The County will submit this Agreement for ratification by the Board of County Commissioners as soon as practicable following ratification of this Agreement by FOPPO.
2. This Agreement may be amended at any time by mutual agreement of the Federation and County; such amendments shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2020.

FOR FEDERATION OF PAROLE AND PROBATION OFFICERS:



Danelle, Cloyes, FOPPO President

Negotiation Team:

Erin Loftis, FOPPO Vice President
Merin Paldi, FOPPO Secretary
Niki Edge, PO
Tiffany Abernethy, PO

FOR CLACKAMAS COUNTY:

Chair, Board of County Commissioners

Mary Raethke, Recording Secretary



Eric Sarha, Deputy HR Director/Chief Negotiator

Negotiation Team:

Jenna Morrison, Chief Deputy
Malcolm McDonald, Community Corrections Director
Kelly Kuklenski, Community Corrections Manager
Brian Imdieke, Community Corrections Manager

ATTACHMENT A

Pursuant to Section 3.3 of the Plan, the Employer shall make contributions to the Plan for the following employee groups and in the amounts set forth below, expressed as a percentage of the Eligible Employee's Base Compensation:

<u>Classification of Employees</u>	<u>Contribution Amount</u>
Peace Officers Association	Four percent (4%)
Federation of Parole and Probation Officers	One percent (1%)
Nonrepresented Group 1	Six and twenty-seven one hundredths percent (6.27%)

Pursuant to Section 3.5 of the Plan, the Employer shall automatically enroll new Eligible Employees from the following employee groups in the Deferral amounts set forth below, expressed as a percentage of the Eligible Employee's Base Compensation:

<u>Classification of Employees</u>	<u>Deferral Amount</u>
AFSCME - DTD	Five percent (5%)
AFSCME-WES	Five percent (5%)
Employees Association.....	Five percent (5%)
Housing Authority Employees Association	Five percent (5%)

Pursuant to Section 3.6 of the Plan, the Employer shall match Deferrals by Eligible Employees from the following employee groups, up to the amounts set forth below, expressed as a percentage of the Eligible Employee's Base Compensation:

<u>Classification of Employees</u>	<u>Matching Contribution Amount</u>
AFSCME – 911 Dispatch.....	Up to three percent (3%), effective March 1, 2017
C-COM Managers (portion of Nonrepresented Group 2)	Up to three percent (3%), effective August 1, 2017

APPENDIX A

WORK RULES

1. An employee shall submit their work schedule in advance to their supervisor for approval.
2. One employee's work schedule shall not be so extraordinary as to burden another employee's work schedule.
3. To insure adequate coverage at all times, each employee must notify their supervisor weekly of any change in their approved work schedule and where practicable, must receive prior approval
4. An employee shall work no more than eighty (80) hours in a fourteen (14) day work period. Any overtime shall have prior supervisory approval when practicable.
5. Each employee must submit a time sheet to their supervisor at the end of each biweekly pay period.
6. Split shifts are allowed.
7. An employee may not schedule work in excess of ten (10) hours in a work day, without prior supervisor approval.
8. An employee shall work not more than six (6) days in a row without prior supervisory approval.
9. Employees are entitled to a half (.5) hour paid lunch, subject to being called back to duty.
10. Work scheduled on holidays shall be with prior management approval.
11. The County will use the following guidelines in regards to supervisor approval for monthly schedules for a PO to work weekends when requested by a PO:
 - a. An employee may request to perform weekend field work up to two (2) times a month. This does not preclude a supervisor from assigning weekend field work for operational need.
 - b. An employee may request to perform weekend office work up to ten (10) hours per month subject to the employee being without a work plan related to attendance or a pending workplace investigation.

- c. No more than two (2) POs may request to flex the same Monday-Friday workday to work on a weekend day (Saturday/Sunday), unless otherwise approved or mandated due to operational need.

DRUG AND ALCOHOL POLICY

1. POLICY STATEMENT

The County is strongly committed to providing a safe and drug-free workplace. All employees are required to adhere to and comply with the requirements of this policy.

The County recognizes each individual's value and contribution to the services we provide to the public. Therefore, this Policy includes assistance to employees who wish to overcome an alcohol or drug dependency problem (see "Employee Assistance Program and Self-Referral").

The Drug and Alcohol Policy is consistent with enhancing the Clackamas County Employment Policy and Practice #5 - Drug Free Workplace Act and Policy Proclamation.

2. EDUCATION AND TRAINING

The County will distribute at time of hire information to employees regarding the Drug and Alcohol Testing Policy and their responsibilities with respect to compliance with this policy; and drug and/or alcohol counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of this information.

Employees who may be required to make "reasonable suspicion" recommendations or determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and/or controlled substances use. The duration of the training will be at least sixty minutes each for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to be provided, to maintain and increase supervisory proficiency.

3. EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL

Any employee may voluntarily request assistance in dealing with a personal drug and/or alcohol issues through the Employee Assistance Program (EAP) or other acceptable treatment program. Utilization of the EAP is confidential and an employee's utilization of the EAP will not be made known to the Department or the County unless the employee voluntarily chooses to share that information. However, voluntary self-referral for alcohol and/or illegal drug use is not in itself a "safe haven." The guidelines listed below will apply to self-referrals.

A. Any employee not currently under personnel investigation who voluntarily requests assistance in dealing with a personal alcohol and/or drug problem, may do so without jeopardizing his or her employment, if the alcohol and/or drug of abuse was originally prescribed to, or legally obtained by the employee, but was later

abused by the employee. For the purpose of this section, a personnel investigation commences when the Department begins collecting information that leads to the employee being instructed to report for drug and/or alcohol testing.

B. Participation in the EAP or other acceptable treatment program will not, in itself, jeopardize an employee's job, and successful treatment will be viewed positively. However, participation in the EAP or treatment program will not prevent the Department from imposing discipline for conduct that occurs in conjunction with alcohol and/or drug use in violation of Department Policy, and will not relieve an employee from the responsibility to perform assigned duties safely and at a satisfactory performance level.

4. DRUG EVALUATION; LEAVE OF ABSENCE

An employee may be required to undergo an evaluation by a Substance Abuse Professional (SAP) approved by the Department if the employee is involved in an alcohol and/or drug related incident on or off-duty. This evaluation will determine the extent of any alcohol and/or drug problem and the appropriate treatment. The employee may then be required to participate in, and successfully complete, an alcohol and/or drug education and treatment program as recommended by the SAP. Any cost of such an evaluation not covered by the employee's medical insurance shall be paid by the County. The cost of the substance abuse treatment will be the responsibility of the employee if not covered by the employee's insurance. Substance abuse evaluation and treatment will be in addition to any disciplinary action taken.

Absences due to alcohol and/or drug abuse evaluation or treatment may be covered by an employee's sick leave or vacation leave. If no such paid leave is available, an unpaid leave of absence may be used according to the County's regular Policy for unpaid leave of absence.

After an employee has been on leave required by this Policy for evaluation or treatment of an alcohol and/or drug issue, they will be allowed to return to duty only after compliance with all the recommendations of the SAP.

5. PRESCRIPTION AND OVER-THE COUNTER MEDICATIONS

Prescription and over-the-counter medications can present a danger to employees and their co-workers due to their effects on alertness and job performance, and to the clients the department serves. Employees are prohibited from reporting to work, working or returning to duty impaired with medications that the employee reasonably believe affect their ability to safely perform their job duties.

Employees must report the use of prescription and over-the-counter medications which the employee reasonably believes may impair job performance. It is the employee's responsibility to obtain information from their pharmacist or medical provider whether the prescription and over-the-counter medication could reasonably be expected to impair

their job performance, including the ability to operate a motor vehicle.

All medicines brought onto County property/premises, including in vehicles, must be in their original containers with the pharmacy label showing the patient's name and dosage instructions. Use of another person's prescription is a violation of federal law and of this Policy.

Failure to notify management of the use of medication that the employee should reasonably know affect the performance on the job can lead to disciplinary action, up to and including discharge.

“Medical Marijuana AND Recreational Marijuana”

Marijuana is a Schedule I controlled substance; its possession and use is illegal under federal law. Although the State of Oregon permits the possession and use of marijuana, this is not an acceptable explanation for a positive drug test under this Policy. The Department is a law enforcement agency and will observe the terms of federal law, which preempt state law in this regard. The Medical Review Officer (MRO) will automatically verify positive tests as being positive without regard to the existence of a medical marijuana card or recreational use that complies with state law.

The use of CBD substances and products shall not excuse a THC positive test under this policy.

In addition, possession of marijuana not in the performance of duties on County property is grounds for discipline up to and including dismissal.

6. PROHIBITIONS

The following conduct is prohibited:

- A. Buying, selling, consuming, distributing or possessing alcohol or unlawful drugs (including Marijuana under Federal Law) while working or engaged in work activities on behalf of the County, or while on County premises or in County vehicles, except as necessary in the performance of duties (under-cover operations, confiscated evidence, etc.)
- B. Reporting for work, working or returning to duty with unlawful drugs or alcohol present in the body at the levels set forth below. For the purpose of this Policy, “drugs” include all controlled substances regulated under the federal Controlled Substances Act.
- C. Failing to promptly report arrests, convictions and/or plea-bargains for an alcohol or drug-related criminal offense to the Department Head or his/her designee, irrespective of the jurisdiction where such action was taken. Refusal by an employee to submit a urine specimen and/or breath alcohol sample when required by this

Policy will have the same consequences as a positive drug and/or alcohol test result (see “Discipline” section), subject to just cause and proof of reasonable suspicion. It will warrant immediate removal of the employee from duty.

D. Failing to comply with directives regarding enforcement of this Policy, including but not limited to refusing to promptly submit to required testing; knowingly giving false, diluted or altered samples; obstructing the testing process and failing to comply with rehabilitation conditions imposed by the County or rehabilitation counselors pursuant to this Policy.

E. Positive Test Levels for Drugs and Alcohol.

A positive drug test result is defined as the detection of any one or more of the substances and/or metabolites of the substance listed in the table shown below:

Urine 8 Drug Panel

Substance or Class	Screen Cut-off	Confirmation Cut-off
Amphetamines	500 ng/mL	250 ng/mL
Benzodiazepines	200 ng/mL	200 ng/mL
Cocaine	150 ng/mL	100 ng/mL
Marijuana (THC)	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	200 ng/mL
Opiates <i>Codeine/Morphine</i> <i>Hydrocodone,</i> <i>Hydromorphone,</i> <i>Oxymorphone</i> <i>Fentanyl</i>	300 ng/mL	2000 ng/mL 150 ng/mL **LOQ 2 ng/mL
6 Acetylmorphine (Heroin)	10 ng/mL	10 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

** Limit of Quantity

An employee will be in violation of prohibitions against reporting to work or working with alcohol in their system if their breath tests are at a level of .02 BAC or higher.

Employees who are taking medications, including medications containing controlled substances, should refer to the “Prescription and Over-the Counter Medications” section above for an explanation of their obligations.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

7. CALL-BACK

It is recognized that employees may be recalled to duty during normal off duty hours. When operational need dictates the necessity to recall these employees, caution and good judgment must be exercised. Similarly, employees who have consumed alcoholic beverages within four (4) hours of a requested callback or, for any reason, believe they could be impaired by the consumption of alcohol or other substance, are required to notify the supervisor and obtain approval before responding to the callback.

8. TYPES OF DRUG AND ALCOHOL TESTING REQUIRED

The following are occasions for drug and alcohol testing under this Policy:

Reasonable Suspicion Testing

An employee may be required to submit to a drug and/or alcohol test upon reasonable suspicion that the employee has violated the prohibitions of this Policy. The determination that reasonable suspicion exists to require the employee to undergo an alcohol and/or controlled substances test must be based on specific, articulable observations concerning the appearance, behavior, speech, or body odor or other articulable observations of an employee's condition or performance that indicate possible drug or alcohol use.

The "reasonable suspicion" behavior should be witnessed by at least two persons if at all feasible, but only one observation is required. A drug and/or alcohol test can be required only by a supervisor who has first consulted with a higher management employee. The management employee ordering the drug and/or alcohol test may rely on the observations and recommendations of bargaining unit or non-bargaining unit personnel. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicates the possible use of unlawful controlled substances or misuse of alcohol.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible and the Federation will be provided with a copy of that documentation. The employee involved will be immediately removed from the workplace and escorted by a supervisor to a urine specimen collection or alcohol testing site. The employee will NOT be allowed to proceed to the site unaccompanied. A negative dilute result is unsatisfactory on a reasonable suspicion test for drugs. The employee will be given one additional opportunity to provide a valid specimen. The result of the second test will prevail. However, employees remain subject to discipline up to and including discharge, for giving intentionally altered samples.

Employees will have access to and be notified of their right to Federation representation and the Federation will be notified at every step of the "reasonable suspicion" testing procedures, except during specimen collection. The County will inform the Federation representative of the reasonable suspicion that supports the testing requirement. A Federation representative shall be notified immediately upon the request of the employee

and the representative shall be afforded two (2) hours to respond. This representation shall not delay established collection and testing procedures. A list of qualified Federation representatives will be provided to the County.

Return to Duty and Follow-up Testing

Unless the employee is discharged, the Department shall require return to duty and follow-up testing as recommended by a Substance Abuse Professional (SAP) when an employee has engaged in prohibited drug or alcohol-related behavior or violation of the prescription medication provisions of this Policy. A negative alcohol or drug test is required prior to return to duty and at least six (6) unannounced follow-up tests are required during the twelve (12) months following return to duty. Any recommendations by the SAP shall be followed, but follow-up testing may continue for no longer than sixty (60) months following return to duty.

Please refer to "Return to Duty Procedures" and "Disciplinary Action and Procedures" for additional information.

9. COSTS OF TESTING

The County will be responsible for payment of all reasonable suspicion return to duty and follow-up tests that are required by the County.

The employee will be responsible for payment of any requested split tests or other tests that the employee voluntarily undergoes without being required to do so by the County. The County will initially pay for the test and then collect reimbursement from the employee.

10. DRUG AND ALCOHOL TESTING PROCEDURES

Testing procedures for all employees are governed by the same standards as apply to commercial driver license holders under federal law, with the exception of forms required by the United States Department of Transportation (DOT) for CDL drivers. These standards include, but are not limited to, those governing sample acquisition, the chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

Drug Testing:

- A. Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a "primary specimen" shipping bottle and at least 15 mL of urine in a "split specimen" shipping bottle.
- B. If an employee is unable to provide an adequate volume of urine on the first attempt

("shy bladder"), he/she will have an opportunity to drink up to 40 ounces of fluids for up to three hours. At the end of this period, if no sample of adequate volume has been provided, the employee will be referred to a physician acceptable to the Medical Review Officer(MRO) to determine whether the incident constituted a refusal to test as outlined in 49 CFR 40.193.

- C. Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services will perform drug testing.
- D. When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification (see "Prohibited Conduct").

Alcohol Testing:

- A. Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians. Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
- B. A positive breath test will be confirmed as follows:
 - 1. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.
 - 2. Within 30 minutes of completion of the initial screening test, a confirmatory breath test is conducted as described in 49 CFR Part 40. The result is recorded in the "Confirmation Test Results" section of the Alcohol Test Form.
- C. If the result of the confirmed breath alcohol test is positive, the Breath Alcohol Technician must immediately notify the Designated Employer Representative (DER) or his/her designated representative, who will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the Designated Employer Representative.
- D. Under this Policy, an employee with a confirmed positive breath alcohol test at the levels set forth in the "Prohibited Conduct" section of this Policy shall be considered to be in violation of this Policy.

11. DRUG TEST RESULTS REVIEW

Drug test results on an employee which are reported as positive, adulterated, or substituted by the testing laboratory will be reviewed and verified by the MRO. A confirmed positive test does not automatically identify an employee as having used drugs in violation of this Policy. The MRO brings detailed knowledge of possible alternate medical explanations to their review of the test results. This review is performed by the

MRO prior to the transmission of results to the DER.

Medical Review Officer Reporting Options and Employer Actions:

- “Negative” – Confirmed negative results from MRO.
- Negative Dilute” – Upon receipt of a “negative dilute,” the employee shall be required to immediately provide another specimen. In the event the second test result is “negative dilute,” no further action will be taken and the second test shall become the test of record. If the employee is directed to take a second test and the employee declines to do so, this is a “Refusal to Test”.
- “Canceled – Split specimen test could not be performed.” This will occur when the primary specimen was positive, and the donor requests an independent test, and the split specimen is not available for testing. The employer must ensure an immediate collection of another specimen, under direct observation, with no advance notice to the donor.
- “Canceled – Test Not Performed, Fatal Flaw (with flaw stated) or Uncorrected Flaw.” No further action required unless a “Negative” test result is required for reasonable suspicion, return to duty or follow up. A canceled drug test is neither positive nor negative and no consequences must be attached to it.
- “Cancelled Invalid Result.” An “invalid result” means the laboratory was unable to obtain a valid result when attempting to test the specimen. If the MRO has accepted the donor’s explanation as to why the laboratory was unable to obtain a valid result, then the MRO will advise the employer “direct observation not required.” The employer is not required to take any further action unless a “negative result is required (i.e., reasonable suspicion, return to duty or follow up). If the MRO has not accepted the donor’s explanation, then the MRO will advise the employer “a second collection must take place immediately under direct observation”.
- “Positive or Positive Dilute” – The County must comply with the requirements for a positive test as outlined in this Policy.
 - Immediately remove employee from duty; and
 - Referral to a SAP – If the employee is terminated, he/she is to be furnished with a list of SAP resources (names, addresses, and telephone numbers).
 - Return to Duty provisions must be followed.
- “Adulterated-Refusal to Test” – Follow same procedures as required on a positive test result.
- “Substituted-Refusal to Test” – Follow same procedures as required on a positive test result.

MRO Verification Without Notifying the Employee:

The MRO is permitted to verify a test as positive, or as a refusal to test because of a laboratory report of a positive, adulterated, or substituted specimen without interviewing the employee under the following circumstances:

- The employee expressly declines the opportunity to discuss the test with the MRO; and
- The MRO has successfully made and documented a contact with the employee, and instructed the employee to directly contact him/her, and more than 72 hours have passed since the time the MRO contacted the employee.

NOTE: If a test is verified positive under the latter circumstances, the donor may give the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented him/her from contacting the MRO. On the basis of this information, the MRO may re-open the verification, allowing the donor to present information concerning a legitimate explanation for the positive test. If the MRO concludes that there is a legitimate explanation, the MRO shall verify the test as negative.

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the “split” portion of his/her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result.

The MRO will not delay reporting of a verified positive test result pending “split” specimen testing. If a donor requests testing of the “split” specimen but none is available, the MRO will cancel the entire test.

Communication of Results:

The MRO or their designated representative will report test results ONLY to the County’s DER who shall notify either the Department Head or person appointed to fulfill the duties of Department Head. Confidentiality will be strictly maintained. If the result is positive, the MRO or their authorized representative will report the identity of the controlled substance and other information, as necessary for the County to determine whether the employee has violated this Policy.

Employees may obtain copies of their test results by requesting them in writing from the MRO within 60 days of being notified of the results.

This policy shall not limit either the County or the Federation from obtaining and sharing information, as they deem necessary, to respond to grievances and other legal actions or disclose information and documents, as compelled by law.

12. DISCIPLINARY ACTION

- A. Any employee suspected of being in violation of this Drug and Alcohol Policy will be removed from duty and placed on paid administrative leave pending investigation, and, if found to be in violation, is subject to discipline, up to and including discharge. Any disciplinary action will comply with the provisions of the collective bargaining agreement. Violations of this Policy may differ in terms of

seriousness, the employee's prior record of violation and/or compliance and other factors consistent with "just cause" obligations.

- B. Employees who have voluntarily requested assistance concerning drug and/or alcohol problems and/or voluntarily entered into drug or alcohol evaluation and treatment programs shall have their actions taken into consideration as set forth in section 3.
- C. Positive Alcohol or Drug Test. Positive alcohol and drug tests, for unlawful or improper use, are considered a serious infraction and will generally subject an employee to discharge.
- D. Misuse or Other Medication Violations. An employee who has tested positive for the presence of drugs, which were originally legally prescribed, but have been abused by the employee may be referred to an employee assistance program or SAP for drug counseling or treatment. As an alternative to dismissal and at the discretion of the Department Head, the employee may be subjected to discipline, including a last chance agreement as a condition of continued employment, which may include a requirement that the employee submit to unannounced drug testing if recommended by a SAP, for a period of time recommended by the SAP. The last chance agreement will also include authorization for the County to receive information necessary to assure compliance with the last chance agreement and assure future compliance with this Policy. If the employee violates the terms of treatment or rehabilitation, again tests positive or otherwise violates the last chance agreement during such period, the employee may be discharged.

If the level of discipline allows an employee to return to duty, the employee must agree to the following conditions:

- Meet all recommendations/requirements of the Substance Abuse Professional (SAP).
- In the event the SAP does not specify any follow up testing, shall undergo up to six (6) periodic, unannounced, observed alcohol and/or drug tests at the discretion of the DER within one (1) year of returning to duty.
- Any confirmed positive alcohol or verified positive drug prescription drug abuse result while the employee is undergoing required return to duty or follow-up treatment and/or testing shall result in termination.

13. RETURN TO DUTY PROCEDURES

Employees who have violated this Policy may only return to duty if the level of discipline allows it and the County has determined them eligible. The following statements reflect the return to duty and follow-up testing requirements of this Policy:

- A. Employees who have had a confirmed positive alcohol test, unlawful drug test or have abused prescription drugs must be evaluated, undergo treatment, if required,

and be determined fit for return to work by the Substance Abuse Professional.

- B. Employees may be subject to periodic unannounced follow-up testing as determined by the Substance Abuse Professional who evaluated the employee. If the employee was found to need assistance in resolving their substance misuse problem, a minimum of six (6) such follow-up tests must be conducted during the twelve (12) months following the employee's return to duty.

14. RECORD KEEPING PROCEDURES

- A. The County's DER will maintain alcohol/drug testing records in a secure filing system, separate from the County Personnel files, with information available only on a "need to know" basis.
- B. An employee is entitled, upon written request, to obtain copies of any records concerning his/her use of alcohol or controlled substances. Requests for such information may be directed to the DER, SAP, or to the County drug testing management service.
- C. Information regarding an individual's alcohol/drug test results or rehabilitation is considered to be personal and confidential and may be released only upon written consent of the individual, except:
 - 1. Such information may be released to any state official with specific regulatory authority over the Department when legally required.
 - 2. Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from an alcohol test and/ or a drug test.
 - 3. When the County is compelled by a judicial determination or order that the information is not protected from disclosure.
 - 4. The information is needed by medical personnel for the diagnosis or treatment of a patient who is physically unable to authorize disclosure.
- D. The County shall release information regarding an employee's records to a subsequent employer upon receipt of a specific written request from the employee authorizing release of the records to an identified person.
- E. Record Retention.

The following schedule of record keeping will be maintained by the DER and their authorized agents:

Negative and canceled drug test records	1 year
alcohol test results less than 0.01 g/210L	

(no record of ordering a test will be maintained in any other file)

Records of supervisor training

Indefinite or 2 years beyond job responsibilities

Records of verified positive alcohol/drug test results; refusals to be tested for drugs and/or alcohol; SAP evaluations and referrals; follow-up tests and schedules

5 years

15. INFORMATIONAL RESOURCES

Information on this Policy and associated procedures is available by contacting the DER as outlined on the Intranet at:

<http://web1.clackamas.us/des/drugtesting.html>

Questions may also be addressed directly to the County's drug testing management service.

ATTACHMENT A

DEFINITION OF TERMS

For the purposes of this Policy, the following definitions apply.

Abuse/Misuse of Prescription Drugs and/or Over-The-Counter Medications: The use of a prescription and/or or over-the-counter medications drugs not in accordance with the prescribed or recommended dosage or method of use.

Adulterated Specimen: A specimen that contains a substance that is not expected to be present and/or is not consistent with testing thresholds.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol or ethanol, which is capable of and designed to be ingested by a human being.

Alcohol Screening Device (ASD): A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

Breath Alcohol Technician (BAT): An individual who has been trained to proficiency in the operation of the evidential breath testing device he/she is using as required under 49 CFR Part 40.

Breath Alcohol Testing Site: A location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

Cannabidiol (CBD): Any substance and/or product containing a phytocannabinoid derived from cannabis species, which is devoid of psychoactive activity, with analgesic, anti-inflammatory activities.

CFR: United States Code of Federal Regulations

Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory be used from time of collection to receipt by the laboratory.

Collection Site: A designated clinic/facility where applicants or employees may present

themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Collector: A person who instructs and assists applicants and employees through the urine specimen collection process.

Confirmation Test: A second analytical drug testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC-MS) is the usual confirmation method for drug testing at this time.

Controlled Substances: Substances listed on Schedules I through V in 21 U.S.C. 802 as they may be revised from time to time (21 CFR 1308). Controlled substances include illicit drugs and drugs which may be authorized for use by a physician or dentist for certain medical uses, but which are subject to misuse or abuse.

Designated Employer Representative (DER): An employee authorized by the employer to assist supervisors in taking immediate action(s) to remove employees from safety-sensitive duties and to make decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of this Policy.

Dilute Specimen: A specimen with creatinine and specific gravity values that are lower than expected.

DOT: United States Department of Transportation

Drugs: Controlled Substances.

FHWA: Federal Highway Administration

FMCSA: Federal Motor Carrier Safety Administration

Initial or Screening Test: An immunoassay screen to eliminate “negative” urine specimens from further consideration.

Medical Review Officer (MRO): A licensed physician (Doctor of Medicine or Osteopathy) who is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results prior to their communication to the DER.

Negative Drug Test: A test in which initial or confirmation testing under DOT procedures did not show evidence of a prohibited drug in an employee’s or applicant’s system above established levels; OR, a test which is verified as negative by the MRO (e.g. review showed positive test was due to prescription medication or other authorized use of

controlled substance).

On Duty: Under this Policy, an employee is “on duty” when he/she is at work and ready to perform employment functions.

Positive Drug Test: A urine drug test result which indicates the presence of prohibited controlled substances beyond the cut-off levels specified by this Policy.

Confirmed Positive Drug Test: A positive drug test which has undergone an initial “screening” test AND a confirmation test which validates the first result. Drug tests are confirmed by the SAMHSA certified laboratory which performs the analyses.

Verified Positive Drug Test: A confirmed positive drug test (see above) after investigation by the MRO, who has determined that no legitimate explanation exists for the presence of the controlled substance that was detected.

Prohibited Drugs: Cocaine, Opiates, Phencyclidine (PCP), Amphetamines, Benzodiazepines, Methadone, 6 Acetylmorphine (Heroin). (see Urine 8 Drug Panel) if not lawfully prescribed and or not lawfully used. Marijuana is prohibited in all cases.

Refusal to Submit: Refusal by an individual to provide a urine specimen after receiving notice of the requirement to be tested in accordance with this Policy.

Safety Sensitive Positions: All sworn law enforcement positions, all positions regularly stationed at the Jail, and medical examiners.

SAMHSA: Substance Abuse and Mental Health Services Administration, a division of the US Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing.

Screening or Initial Test: Immunoassay screen to eliminate “negative” urine specimens from further consideration.

Split Specimen Collection Procedure: A collection procedure in which a urine specimen is divided or “split” between two shipping bottles, both of which are transported to the testing laboratory.

Split Test: If the results of the initial screening and confirmation tests of the “primary” specimen are positive, the “split” specimen may be tested at another qualified laboratory.

Substance Abuse Professional (SAP): Under DOT regulations, individuals who may serve as substance abuse professionals include:

- licensed physicians (Medical Doctors or Doctors of Osteopathy) or
- licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Federation of

Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the DER must inform employees who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of qualified SAPs in the local area.

Substituted Specimen: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

ATTACHMENT B

The Clackamas County Risk Management Department will manage the drug and alcohol testing program for the Department with the following provisions:

DRUG AND ALCOHOL TESTING MANAGEMENT SERVICE

The County will maintain an agreement with a drug and alcohol testing management service to advise the County on processes, developments, and changes concerning this Policy.

The firm chosen will be responsible for overseeing compliance of agents of the County with applicable federal regulations, including interacting with specimen collection and alcohol testing agents, designated drug testing laboratories and (MROs). It also submits blind specimens on behalf of the County, and maintains records as required by applicable federal regulations.

In the event of a need to change the provider of these services, the choice of provider will be made by the DER and communicated with the Federation.

MEDICAL REVIEW OFFICERS

MRO services will be provided by the testing management service.

DRUG TESTING LABORATORIES

The County will use drug testing laboratories which are SAMHSA-certified, as required by federal drug testing regulations. The County drug testing management service may arrange for the services of a drug testing laboratory in order to best serve the interests of the County.

SUBSTANCE ABUSE PROFESSIONALS

Under this Policy, employees who refuse testing, have confirmed positive alcohol test results, and/or have verified positive drug test results must be referred by the DER to a SAP for evaluation. The County will maintain a list of such qualified individuals in its geographic area and make this list available to employees as needed.

ATTACHMENT C

LAST CHANCE AGREEMENT -- EXAMPLE

[This attachment is an example of a last chance agreement form that may be used. The form may vary to fit the facts and circumstances of a particular situation.]

This is an agreement (Agreement) between [employee's name] (Employee), the [department name] (Department), and the Federation of Probation and Probations Officers (Federation).

1. This Agreement serves as notice to the Employee as to what to expect for continued employment with the Department. This agreement does not guarantee employment for any specific period
2. The Employee agrees to continue in a bona fide drug and/or alcohol outpatient rehabilitation program recommended and approved by a qualified Substance Abuse Professional (SAP). The Employee fully understands that they are to remain in such a program, including any required aftercare, until released in writing by the SAP. For [period of time] from the date of this agreement, the Department Head shall have the right to conduct random breath alcohol or urinalysis testing of Employee on work time at the expense of the County. The Department may also require an ETG test for alcohol testing. Should the Employee refuse to cooperate with said breath alcohol or urinalysis, or test positive for alcohol/drugs or abuse prescription medication while on the job, the Employee shall be subject to termination under the Federation contract. A violation of this Agreement shall be considered "just cause" for discharge.
3. The Employee agrees to grant permission to the SAP to release verification to the Department that the Employee is meeting and has completed the requirements of the program and any required aftercare. If the Employee unsuccessfully discontinues the program without the consent of the SAP or is dishonorably released from the program by the SAP, the Employee will be terminated from their employment with the County. This termination will be considered a termination for performance reasons and will not be a violation of this last chance agreement or the collective bargaining agreement between the County and the Federation.
4. The Employee agrees that this Agreement constitutes a final warning and that any violation of County policy or non-compliance with the terms of this Agreement within [x] years, shall be considered just cause for discharge and shall result in loss of employment. In the event the termination is grieved and submitted to arbitration, the arbitrator's authority will be limited to determining whether there was or was not a violation of the Last Chance Agreement. In the event the arbitrator finds there was a violation of the Agreement, that violation will automatically be considered "just cause" for termination. The parties agree to enter into a factual stipulation so limiting the scope of the issue and the arbitrator's authority.
5. Except as stated in this agreement, the terms and conditions of the Employee's

work shall be the same as all other employees in the Federation bargaining unit.

6. The Federation and the employee agree that this resolution is in lieu of termination [and in addition to specified discipline] of [employee's name] and that the agreement resolves all disputes related to proposed discipline. The Employee and the Federation agree not to challenge this agreement as proper under just cause or any other provision of the collective bargaining agreement or any other legal challenges in any forum.
7. This is the complete agreement between the parties who sign in knowingly and of their own free will, after seeking advice of counsel.
8. The contents of this Agreement related to the employee's involvement in alcohol/drug treatment and testing and placement on a "last chance agreement" shall be maintained in confidence and strictly on a "need to know" basis by the parties. Such information may not be released to any state official with specific regulatory authority over the Department, unless legally required.

This agreement does not set future precedent between the Department and the Federation and shall not be used as evidence of waiver of rights by the Federation or the Department in any future disputes between the parties.

[Employee's name]

Date

Federation

Date

Clackamas County

Date



June 25, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Willamette Falls Legacy Project - Willamette Falls Trust Grant Agreement by Metro, City of Oregon City, Clackamas County, and the Willamette Falls Trust

Purpose/Outcomes	Participate in an agreement to provide additional grant funding to Willamette Falls Trust to support ongoing efforts to create public open space and a pedestrian parkway on the former site of the Blue Heron Paper Mill in Oregon City, and to provide the public unobstructed views of the Willamette River and Willamette Falls.
Dollar Amount and Fiscal Impact	\$50,000 for both FY 19/20 and FY 20/21, to be paid by Clackamas County, with matching funding commitments from Oregon City and Metro.
Funding Source	Lottery Funds – BCS Economic Development
Duration	The agreement runs from the effective date (date signed) through June 30, 2021 and allows for no more than two (2) one-year extensions by mutual agreement of all parties.
Strategic Plan Alignment	<ul style="list-style-type: none"> • This agreement supports the BCC goal of growing a vibrant economy by enhancing our local community with increased public open space and pedestrian areas. • This agreement also supports the BCS Economic Development goal of providing services to policymakers, community partners and businesses so they can locate or expand their business in Clackamas County by creating public features that attract businesses and residents to Clackamas County.
Previous Board Action	<ul style="list-style-type: none"> • 7/17/2017, approval of an Amendment and Restatement of Interim Agreement between Metro, City of Oregon City and Rediscover the Falls, an Oregon nonprofit public benefit corporation (“RTF”). • 11/1/2018, approval of a Grant Agreement between Metro, City of Oregon City and Rediscover the Falls, an Oregon nonprofit public benefit corporation (“RTF”). • 8/15/2019, extend the duration of the grant agreement through 11/8/2019, and make necessary amendments to permit continuation of tours of the Blue Heron Paper Mill site in Oregon City.
Counsel Review	This agreement was reviewed and approved as to form by County Counsel on June 4, 2020. ARN
Contact Person	Laura Zentner, BCS Director, 503-742-4351 Sarah Eckman, BCS Deputy Director, 503-742-4303

BACKGROUND:

Rediscover the Falls, now called Willamette Trust (WFT) is a registered 501(c)(3) nonprofit organization established in 2015 to be the friend-building and private fundraising arm of the Willamette Falls Legacy Project (“WFLP”).

WFT is managed by a full-time Executive Director and employs a full-time Campaign Director. WFT is governed by a volunteer Board of Directors comprised of business and industry professionals, labor and civic leaders, professional fundraisers, environmental conservationists, engaged citizens, and others.

WFT's initial funding was provided through an agreement with Metro, City of Oregon City, and Clackamas County (the "Public Partners"); in FY 17/18 and FY 18/19, the Public Partners provided \$150,000 to WFT, with Clackamas County Business and Community Services contributing \$50,000 of the total \$150,000.

To date, the WFT has successfully raised more than \$7,000,000 in private donations for the project and has transitioned into the lead for planning, coordinating and leading public tours of the site that occur on a nearly weekly basis. In response to social distancing measures required by the state, the Trust has successfully hosted virtual tours as well as online presentations by the consultant MASS Design. The WFT expects to continue all of this work through the term of the agreement.

This proposed new agreement will 1) have a duration through 6/30/2021, with the possibility of no more than two (2) one-year extensions, by mutual agreement of all parties 2) provide \$150,000 in funding for FY 19/20 and \$150,000 in funding for FY 20/21 with \$50,000 in funding coming from Clackamas County in both FY 19/20 and FY 20/21 and, 3) make language edits in the agreement.

RECOMMENDATION:

Staff respectfully recommends the Board approve the attached agreement with the Willamette Falls Legacy Project - Willamette Falls Trust Grant Agreement.

ATTACHMENTS:

Grant Agreement (11/1/2018)

First Amendment to Grant Agreement (June 30th, 2019)

Respectfully submitted,

Sarah Eckman Deputy Director, on behalf of Laura Zentner

Laura Zentner, CPA
Director, Business & Community Services

WILLAMETTE FALLS LEGACY PROJECT

WILLAMETTE FALLS TRUST

2020-22 GRANT AGREEMENT

This Grant Agreement (“Agreement”) is entered into on the last day signed below (“Effective Date”), by and among Metro, an Oregon municipal corporation (“Metro”), The City of Oregon City, an Oregon municipal corporation (“Oregon City”), Clackamas County, an Oregon municipal corporation (“County”), and Willamette Falls Trust, an Oregon nonprofit public benefit corporation (“WFT”). Metro, Oregon City, County, and WFT may be referred to individually as a “Party” or collectively as the “Parties.” Metro, Oregon City, and County are collectively referred to in this Agreement as “Public Partners.”

RECITALS

A. WFT is a volunteer support group for the Willamette Falls Legacy Project, which project will, among other things, provide public access at the site of the former Blue Heron Paper Mill in Oregon City (“Property”) consisting of a linear connection from Highway 99E in downtown Oregon City to the PGE Property; linear connection to the Canemah neighborhood, including nonmotorized bridge or overpass; sufficient property to accommodate the landing of a nonmotorized bridge from the Oregon City promenade to the Property; sufficient width or adjacent property to provide public amenities and programming on the riverwalk, including restrooms, visitor center, maintenance and service access, an administrative office, docks and viewing platforms, and the like; the entire clarifier area adjacent to Willamette Falls and Portland General Electric Company (PGE) Property; views of Willamette Falls; habitat restoration; and cultural and historic interpretation of the Property (the “Legacy Project”).

B. The Public Partners have supported the creation and growth of WFT, and wish to provide additional grant funding to help WFT launch its first capital campaign to support the first phases of the Legacy Project, known as the “riverwalk.”

C. WFT has a unique relationship with private funders that enables WFT to be well positioned to articulate “world class” with regard to design and programing.

D. WFT has successfully raised more than \$7,000,000 for the Willamette Falls Legacy Project since its founding in 2015.

E. Metro Resolution Number 17-4824 and Oregon City Resolution Number 18-04 approved a master plan for the Willamette Falls Legacy Project riverwalk (“Master Plan”).

F. In December 2014, Metro secured an easement over the Property that provides a real estate interest necessary to design and construct the capital improvements identified within the Legacy Project.

AGREEMENT

In consideration of the foregoing, and the mutual covenants and conditions contained herein and for other good and valuable consideration, the Parties agree as follows:

1. **Term.** The term of this Agreement commences on the Effective Date and expires on June 30, 2021. The term of this Agreement may be extended for one (1) year periods by written agreement between all parties. The Agreement may be extended for no more than two (2) one (1) year periods.

2. **Capital Fundraising & Development.**

2.1. Capital Projects Generally. WFT will seek funding for capital projects identified within the Legacy Project and described in greater detail in the Master Plan. Funds raised will correspond with phasing developed by the Partners with input from WFT. Notwithstanding anything to the contrary, the Public Partners retain the authority, in their sole discretion, to determine the sequence of construction of the riverwalk.

2.2. Capital Funding Minimum. WFT agrees to provide at least \$5,912,939 in support of design of capital improvements for the Legacy Project when the project meets criteria, including design of elements supporting 'world class' programming and formal construction project approval by the Partners to develop 90% construction drawings for the first phase of construction, matching the \$19,299,203 provided by the Partners in the initial Legacy Project Partners Intergovernmental Agreement dated July 7, 2016.

2.3. Additional Funds. Funds raised in excess of \$5,912,939 will be allocated according the needs of the project and as agreed to in writing by the Parties.

2.4. Uses of Donated Funds. WFT will use any funds and donations secured by WFT to support the riverwalk design, programming, and the capital project(s) for which the funds were donated. No more than 20% of the funds and donations raised will be used for WFT's administrative operation costs or expenses.

3. **Organizational Governance.**

3.1. Implement WFT Business Plan. WFT will, for the duration of this Agreement, implement a business plan that has: (a) prioritized using WFT's financial resources to ensure organizational capacity and fundraising success; (b) developed mid- and long-term WFT operational funding plans (not connected to any capital campaign); (c) identified fund raising goals for capital campaign(s); (d) identified achievable level of community engagement by WFT, such as site tours, donor prospecting, leadership recruitment, and other events; (e) implementation of all tasks identified within this agreement such as property tours and programming. Business Plan to be approved by the WFT Board.

3.2. Maintain WFT Leadership Structure. WFT will maintain the number of people on its governing board to between 8 and not more than 21. With at least one member who is currently a Metro Councilor.

3.3. Policies and Procedures. WFT will keep comprehensive policies and procedures in accordance with non-profit best practices.

3.4. Corporate and Tax-Exempt Status. WFT will maintain its tax exempt status under Section 501(c)(3) of the Internal Revenue Code. WFT will maintain articles of incorporation establishing that the sole purpose of WFT is to support and benefit the Legacy Project and champion a world-class experience at Willamette Falls. WFT will promptly provide the Public Partners with written notice and an updated copy of its articles of incorporation and corporate bylaws if they are amended, restated, or otherwise changed.

3.5. Books and Records. WFT will maintain all of its records relating to this Agreement, such as accounting records and receipts for costs incurred, on a generally accepted accounting principles, on its own equipment. WFT will prepare and maintain a budget that will allow completion of the requirements of this Agreement. The Public Partners will have the opportunity to inspect and/or copy such records. In addition, the Public Partners will be provided an electronic copy of a financial report on a quarterly basis.

3.6. Annual Report. WFT will prepare an annual report of its activities and accomplishments and deliver the annual report to the Public Partners on or prior to the expiration of the term of this Agreement.

3.7. Board Meetings. WFT will provide the Public Partners reasonable advance notice of its board meetings.

4. **Approvals; Approval Standards.** The Legacy Project Manager may, on behalf of the Public Partners, approve or disapprove deliverables provided by WFT under this Agreement. As of the Effective Date, the Legacy Project Manager is Brian Moore, brian.moore@oregonmetro.gov. The Public Partners may change the party authorized to issue approvals on their behalf by written notice delivered to WFT signed by all of the Project Partners. Except where expressly stated elsewhere in this Agreement, approval by Public Partners' of any WFT deliverable will not be unreasonably withheld, conditioned, or delayed.

5. **Responsibilities of the Public Partners; Funding.**

5.1. The Public Partners will invite WFT to all riverwalk and Legacy Project public and VIP events, Core Team meetings, and Technical Advisory Committee meetings. WFT will invite the Public Partners to all WFT events.

5.2. The Public Partners will keep WFT apprised of developments in the permitting and construction of the riverwalk and include WFT in the process, including without

limitation, providing an update at every WFT board meeting. Oregon City, the County, and Metro will each send at least one staff representative to all WFT board meetings.

5.3. Promptly following execution of this Agreement, the Partners will provide funding in accordance with the schedule as follows. At the end of the first, second, third, and fourth quarters of each fiscal year for the term of this Agreement, WFT will send a statement to the Public Partners describing work and deliverables completed during such quarter, deliverables are to include an ongoing fundraising plan with quarterly updates, an indigenous community engagement plan, design recommendations that reflect indigenous community needs, and any additional deliverables determined during the course of this agreement and agreed to in writing by the parties. After receipt of each statement, Oregon City, Metro, and/or the County will provide grant payments to WFT in accordance with the procedures described in Exhibit A attached to this Agreement and the schedule of grant payments below. Statements will include the information set forth on Exhibit A to this Agreement, and will be submitted to the Public Partners in accordance with the procedures set forth on Exhibit A.

1st Quarter (July-Sept. 2020):	\$40,000 – to be paid by Metro
2nd Quarter (Oct.-Dec. 2020):	\$30,000 – to be paid by the County
3rd Quarter (Jan.-March 2021):	\$30,000 – to be paid 1/3 by Metro and 2/3 by Clackamas County
4th Quarter (April-June 2021):	\$50,000 – to be paid by Oregon City

5.3.1. Payments for prior services. WFT performed services for fiscal year 2020 pursuant to the agreement preceding this Agreement and in accordance with verbal commitments made in WFLP TAC meetings by the parties, the services include tribal outreach, program planning, and participation in the WFLP meetings during fiscal year 2020. These services were not invoiced prior to the expiration of the preceding agreement. The Partners will provide payments to WFT in accordance with the following schedule, which constitutes payment in full for fiscal year 2020:

<u>Date of Payment (on or before):</u>	<u>Amount:</u>	<u>To be paid by:</u>
June 15, 2020	\$50,000	Clackamas County
June 15, 2020	\$50,000	Metro
June 15, 2020	\$50,000	Oregon City

5.4. Oregon Constitutional Limitations. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any Agreement provisions which would conflict with such law are deemed inoperative to that extent.

6. Communications.

6.1. **Project Communications.** WFT acknowledges and agrees that the Public Partners determine the Legacy Project’s communications strategy. All written public communications by WFT regarding the riverwalk and the Legacy Project will be subject to the prior approval of the Public Partners. The Public Partners will provide WFT with the key project messages, and WFT will adhere to these messages in its communications. WFT will permit the Public Partners to review and approve any promotional materials prepared by WFT.

6.2. **WFT Communications.** The Public Partners will provide WFT with the opportunity to review publicity and printed materials produced by the Public Partners regarding WFT, and to review and approve communications regarding WFT by the Public Partners.

7. **Property Tours.** The easement agreement benefiting Metro, dated December 15, 2014, recorded December 17, 2014 in the Clackamas County Official Records as Doc. No. 2004-064826 (“Riverwalk Easement”), allows Metro and its assigns to conduct site tours and outreach efforts on the Property. Metro hereby grants to WFT a revocable license to conduct tours of the Property in accordance with this Section 7. Prior to conducting any tours, Metro and WFT will agree on tour guide qualifications, tour guide training requirements, tour route and content, tour materials (including handouts and participant liability waivers), pre-tour procedures and scheduling arrangements, and the like (collectively, “Tour Procedures”). When Metro and WFT have agreed to the Tour Procedures, Metro will provide WFT written notice setting forth the complete Tour Procedures, and WFT may thereafter commence providing tours in accordance with the Tour Procedures. Prior to commencing any tours, WFT will comply with the insurance requirements in Section 10, below.

8. **Programming.** The Public Partners authorize WFT to lead initial planning for active programming of the riverwalk for the Legacy Project. This planning will define the scope of “world class” active programming and articulate design requirements. This will also establish the baseline for determining programming feasibility and may include recommending organizational relationships to deliver “world class” active programming. The programming planning will include approaches and recommendations for curating narratives and options for scaling programming in conjunction with completion and opening of each phase of the riverwalk. WFT must include staff from Oregon City, Clackamas County and Metro to provide input on the feasibility of proposed planning. WFT must provide regular progress updates at Legacy Project Technical Advisory Committee and Core Team meetings. Final deliverables must be approved by the Legacy Project Manager. Funds used to develop the Programming Plan cannot be considered administrative costs as identified in section 2.4. WFT will participate in the design of Phase 1 of the riverwalk to ensure the physical design does not preclude future programming and interpretation opportunities and collaborate with indigenous people and affected tribes to understand how they may be included in future programming of the riverwalk.

9. **Termination.** This Agreement may be terminated by any Party subject to the requirements set forth in this section.

9.1. Termination for Cause. If any Party determines that a material breach of the terms of this Agreement has occurred, the aggrieved Party will promptly provide written notice of the breach to the other parties, reasonably documenting the breach and demanding that the breach be cured. The breaching Party will thereafter cure said breach within 10 days of receipt of said notice. If the breaching Party fails to so cure, or under circumstances where the breach cannot reasonably be cured within a 10-day period, fails to begin curing such violation within the 10-day period, or after 10 days has expired, fails to continue diligently to cure the breach until finally cured, the aggrieved Party may, at its sole discretion, immediately withdraw as a party to this Agreement. This Agreement only continues as long as there are two Parties to the Agreement. If a withdraw occurs and results in only one Party remaining, this Agreement is terminated. Termination will not extinguish or prejudice the terminating Party's right to seek damages and enforcement of the terms of this Agreement in a court of competent jurisdiction with respect to any breach that has not been cured.

9.2. If this Agreement is terminated, WFT is required to legally dissolve.

9.3. Dissolution. If WFT dissolves, after payment or provision for payment of all WFT liabilities, the assets of WFT will be distributed one-third (1/3) each to each Public Partner to be used by the Public Partners for the purpose of the Legacy Project.

10. **Insurance.** WFT will provide the Public Partners with a certificate of insurance complying with this Section within thirty (30) days after the Effective Date. Notice of any material change or policy cancellation must be provided to the Public Partners thirty (30) days prior to any change. All policies must name Metro, the County, and Oregon City, and their elected officials, officers, employees and agents, as additional insureds. WFT's coverage will be primary as respect to Metro, the County, and Oregon City. Prior to WFT providing any tours of the Property, as set forth in Section 7, above, Confederated Tribes of Grand Ronde and PGE (and any successor-in-interest to any portion of the Property) must be named as an additional insured on all WFT policies.

10.1. The most recently approved ISO (Insurance Services Offices) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, providing coverage against claims for bodily injury, death, personal injury, property damage, contractual liability, premises and products/completed operations.

10.2. Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, including loading and unloading operations. If coverage is written with an aggregate limit, the aggregate limit may not be less than \$1,000,000.

10.3. Nonprofit Directors and Officers Insurance to protect the directors, officers and board members (past, present, and future) of WFT with limits of not less than \$1,000,000.

10.4. Workers' Compensation. All subject employers working under this Agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. WFT will maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

10.5. Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this Agreement

11. Indemnification.

11.1. WFT agrees to defend, indemnify, and hold harmless Metro, Oregon City, and the County, their elected officials, officers, agents and employees, against all loss, damages, expenses, and liability, whether arising in tort, contract or by operation of any statute or common law, relating to or arising out of WFT's performance of, or failure to perform, its promises in this Agreement.

11.2. The County will defend, indemnify, and hold harmless WFT, Oregon City, and Metro, and their officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to the County's performance of, or failure to perform, its promises in this Agreement, subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30.

11.3. Metro will defend, indemnify, and hold harmless WFT, the County, and Oregon City and their officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to Metro's performance of, or failure to perform, its promises in this Agreement, subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30.

11.4. Oregon City will defend, indemnify, and hold harmless WFT, the County, and Metro, and their officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to Oregon City's performance of, or failure to perform, its promises in this Agreement, subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30.

11.5. The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit of the Parties, and their respective elected officials, officers, employees, and agents, and will survive termination or expiration of this Agreement. They are not intended, nor may they be construed, to confer any rights on or liabilities to any person or

persons other than the Parties and their respective elected officials, officers, employees, and agents.

12. Miscellaneous Provisions.

12.1. 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 is valid as original signatures.

12.2. Assignment. This Agreement may not be assigned in whole or in part without the express written approval of all of the Parties.

12.3. Authorization. The Parties have obtained all approvals required by law, bylaws, operating agreements, and pertinent corporate documents in order to enter into this Agreement.

12.4. No Joint Venture or Partnership; Several Obligations. The Parties agree that, during the term hereof, each Party will act in its individual capacity and not as agents, employees, partners, joint ventures, or associates of one another, and that nothing in this Agreement, nor the Parties' acts or failures to act hereunder, may constitute or be construed by the parties, or by any third person, to create an employment, partnership, joint venture, association or joint employer relationship between them. The Parties agree that, as independent and separate entities, each will maintain a management structure independent of the other during the term hereof. The agreements of Metro, the County, and Oregon City under this Agreement are several (and not joint) in all respects.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties on the matter addressed herein, and supersedes all prior or contemporaneous oral or written communications, agreements, or representations relating to its subject matter. No waiver, consent, modification, or change of terms of this Agreement will bind any Party unless in writing and signed by all Parties.

12.6. No Waiver. The failure of a Party to enforce any provision of this Agreement will not constitute a waiver by any Party of that or any other provision.

12.7. Notices. Notices are deemed received upon personal service or upon deposit in the United States Mail, certified mail, postage prepaid, return receipt requested addressed as follows:

To WFT: Willamette Falls Trust
 PO Box 2588
 Oregon City, OR 97045

To Metro: Metro

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

To Oregon City: City of Oregon City
Office of the City Manager
PO Box 3040
Oregon City, OR 97045

To County: Clackamas County
Business & Community Services
150 Beaver Creek Road
Oregon City, OR 97045

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above will be effective when received by the Party for whom it is intended.

12.8. No Benefit to Third Parties. Metro, Oregon City, the County, and WFT are the only Parties to this Agreement and as such are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

12.9. Severability. If any one or more of the provisions of this Agreement is any reason held invalid, illegal, or unenforceable, in whole or in part, or in any other respect, then such provision or provisions will be deemed null and void and will not affect the validity of the remainder of the Agreement, which will remain operative and in full force and effect to the fullest extent permitted by law.

[Signatures follow on next page; remainder of page left blank.]

METRO

By: _____
Marissa Madrigal, Chief Operating Officer

WILLAMETTE FALLS TRUST

By: _____
Andrew Mason, Executive Director

OREGON CITY

By: _____
Anthony J. Konkol, III, City Manager

CLACKAMAS COUNTY

By: _____
Jim Bernard, Chair Board of County
Commissioners

EXHIBIT A

Invoice Requirements

1. WFT will send its statements to Metro, Oregon City, and the County.
 - To Metro: the statement will be sent to brian.moore@oregonmetro.gov and metroaccountspayable@oregonmetro.gov, and the statement will include the Metro contract number and WFT's name in the email subject line.
 - To Oregon City: the statement will be sent to LTerway@orcitey.org.
 - To County: the statement will be sent to LZentner@clackamas.us, and the statement will include WFT's name in the email subject line.

2. The statement will include:
 - The Metro contract number
 - WFT's name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and deliverables completed during the prior quarter.

3. With respect to the grant payments to be made by Metro, Oregon City, and/or the County, per the schedule below, Metro, Oregon City and the County (as applicable) will make the payment on a Net 30 day basis upon approval of the invoice. Unless otherwise agreed upon in writing, payments associated with any extension of this agreement will follow the following schedule:

1st Quarter (July-Sept.):	\$40,000 – to be paid by Metro
2nd Quarter (Oct.-Dec.):	\$30,000 – to be paid by the County
3rd Quarter (Jan.-March):	\$30,000 – to be paid 1/3 by Metro and 2/3 by the County
4th Quarter (April-June):	\$50,000 – to be paid by Oregon City



June 25, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Amendment to an Intergovernmental Agreement with the
State of Oregon Related to Funding for a Future County Courthouse

Purpose/Outcome	Approval of an amendment to an intergovernmental agreement with the State of Oregon related to the planning phase for a future county courthouse.
Dollar Amount and Fiscal Impact	No financial impact as a result of this amendment. The existing agreements facilitate the receipt of approximately \$95.7 million in state funds towards the design and construction of a new County Courthouse.
Funding Source	County staff anticipates that the future county courthouse will be funded using a combination of local funds from the County's general fund and matching funds from the State of Oregon.
Duration	The existing Phase 1 agreement will expire upon the completion of the benchmarks described in the agreement, which County staff anticipates will occur by June 30, 2021.
Previous Board Action/Review	Policy Sessions: 2/14/17, 10/17/17, 6/26/18, 9/18/18, 1/29/19, 3/19/19, 6/18/19, 10/22/19, 2/18/20 Approval of IGA and amendments: 2/14/19, 6/25/19
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities
Contact Person	Gary Barth, (503) 754-2050

Project Background

For over 20 years Clackamas County has been planning, building, and consolidating relevant services to the County owned Red Soils Campus in Oregon City to provide a cohesive integrated public service center for citizens. A new Courthouse facility has been the center of that master plan since its inception.

The Oregon Courthouse Capital Construction Improvement Fund (OCCCIF) provides a path to assist the County with realizing this piece of the master plan. The OCCCIF is funded through the sale of bonds, the revenue from which may only be used for capital expenditures. In 2019, the County entered into two separate agreements with the State of Oregon to facilitate the receipt of OCCCIF proceeds to assist in the planning, design and construction of the Courthouse facility. The County plans to divide the state matching fund request over three biennia:

- 2017-2019 \$1.2 million (planning)
- 2019-2021 \$31.5 million (procurement, design, preconstruction, and initial construction)
- 2021-2023 \$63.0 million (up to \$63 million to complete construction & purchase furniture, fixtures and equipment (FF&E))

One of the two previous intergovernmental agreements approved by the Board in 2019 relates to Phase I of the project, which the parties intend to cover project planning activities and establishes a State reimbursement to the County of up to \$1.2 million for qualifying costs. The Fiscal Year 2017-2019 fund request was approved and is being used for the current planning efforts. The source of these funds is from the State General Fund.

The Phase I Funding Agreement specifies those costs that will be eligible for reimbursement, and establishes benchmarks that define the successful completion of Phase I of the project. The date to complete the benchmarks for Phase 1 was originally July 1, 2019. In June 2019 the parties recognized that it was not going to be possible for the county to fulfill its obligations in the agreement and the agreement was extended to July 1, 2020. Once again, the parties recognized that the county is unable to fulfill its obligations in the agreement by July 1, 2020 to include the project financing plan with local match and determine a project delivery approach. Accordingly, the parties have agreed to amend the Phase 1 agreement to extend time in which the County has to complete its obligation to June 30, 2021.

This amendment also acknowledges that, due to the county's continued delay in completing Phase 1 coupled with the recent covid-19 forecasted impact on the state general fund, the state general fund may not be the source of the remaining state contribution to Phase 1. If that is determined to be the case, the state may use the approved OCCIF funding of \$31.5 million as the source of match funds for the completion of Phase 1, assuming the state proceeds with its bond sale as planned.

RECOMMENDATION

Staff respectfully recommends the Board approve the attached amendment to the Phase 1 intergovernmental agreement with the State of Oregon.

Sincerely,

A handwritten signature in blue ink that reads "Gary Schmidt". The signature is written in a cursive, flowing style.

Gary Schmidt
Clackamas County Administrator

**SECOND AMENDMENT TO
CLACKAMAS COUNTY COURTHOUSE
PHASE 1 FUNDING AGREEMENT**

This Second Amendment (“Amendment”) to Clackamas County Courthouse Funding Agreement – Phase I (“Original Agreement”) is by and among the State of Oregon, acting by and through its Department of Administrative Services (“DAS”) and the Oregon Judicial Department (“OJD”) (together referred to as the “State”), and Clackamas County, Oregon (“County”). OJD, DAS and County referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. On February 28, 2019, the Parties entered into the Original Agreement.
- B. On June 27, 2019, the Parties entered into Amendment No. 1 to the Original Agreement to extend the Project Completion Date. The Original Agreement and this Amendment No. 1 are collectively referred to as the “Phase I Agreement.”
- C. The Parties now desire to further amend the Phase I Agreement to extend the Phase Completion Date and revise requirements related to State Funds for Phase I during the extended period.

AGREEMENT

In consideration of the above Recitals which are incorporated in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- 1. Any reference in the Phase 1 Agreement to the “Phase Completion Date” shall be July 1, 2021, and section 4(c) of the Phase 1 Agreement is deleted in its entirety and replaced with the following:

“(c) ‘Phase Completion Date’ means July 1, 2021 (or as may be extended by the agreement of the parties.)”
- 2. In the Project Summary section of the Phase I Agreement the line for State Funds for Phase I is deleted in its entirety and replaced with the following:

“**State Funds for Phase I: \$1,200,000.00**”
- 3. Section 5 of the Phase I Agreement is deleted in its entirety and replaced with the following:

“(a) While the Phase Completion Date is extended to July 1, 2021, the State Funds for Phase I are available only through June 30, 2020. The availability of the State Funds for Phase I after June 30, 2020, is contingent upon the issuance of State Bonds in 2021.

- (b) Subject to all the terms, conditions, and limitations contained in this Section 5, the State of Oregon has agreed to contribute the State Funds to the Project. The State Funds are from the State's General Funds but may also include State Bonds, if issued by the State. If State Bonds are issued for the Project, the State will contribute the full amount of the State Funds for Phase 1.
 - (c) OJD may authorize use of General Funds after June 30, 2020, and may authorize the sale of State Bonds in 2021, but OJD has no present obligations of any kind to provide any funding after June 30, 2020.
 - (d) The Oregon Legislative Assembly may authorize additional State Funds for the Project, but the State has no present obligation of any kind to provide additional funding, other than the State Funds.
 - (e) The parties may enter into a Funding Agreement for Phase II subject to the provisions of Section 13 below."
4. Section 6(ii) and (iii) of the Phase I Agreement is deleted in its entirety and replaced with the following:
- "(ii) Subject to the terms, conditions, and limitations in Section 5 above, the State has taken all actions required by law for the State to acquire and use the State Funds, and the State Funds are available or will be available as needed, to be spent on this Phase pursuant to this Agreement and the Master Agreement.
- (iii) Subject to the terms, conditions, and limitations in Section 5 above, the State will contribute the full amount of the State Funds to the Project."
5. Section 8(a) of the Phase I Agreement is deleted in its entirety and replaced with the following:
- "(a) To the extent State Funds are derived from the State's General Funds instead of State Bonds, the provisions in this Section 8 shall apply to those State Funds that are derived from State General Funds and the respective County Contribution."
6. Except as provided in this Amendment, all other terms and conditions of the Phase I Agreement are still in full force and effect.
7. This Amendment may be executed in two or more counterparts (by electronic signature, facsimile, or otherwise), each of which is an original and all of which when taken together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

[SIGNATURES FOLLOW ON NEXT TWO PAGES]

The State and the County, by execution of this Amendment, each hereby acknowledge each has read this Amendment, understands it and agrees to be bound by its terms and conditions.

**The State of Oregon,
acting by and through its Department of Administrative Services (DAS):**

Print Name: _____

Title: _____

Signature: _____

Date: _____

**The State of Oregon,
acting by and through its Judicial Department (OJD):**

Print Name: _____

Title: _____

Signature: _____

Date: _____

Approved as to Legal Sufficiency for the State:

By: _____

_____, Assistant Attorney General

Approved as to all provisions relating to the Department of Human Services, as Colocation Agency hereunder:

**The State of Oregon,
acting by and through its Department of Human Services (Collocation Agency):**

Print Name: _____

Title: _____

Signature: _____

Date: _____

Approved as to all provisions relating to the Office of Public Defense Services, as Colocation Agency hereunder:

**The State of Oregon,
acting by and through its Office of Public Defense Services (Colocation Agency):**

Print Name: _____

Title: _____

Signature: _____

Date: _____

Clackamas County, Oregon (County):

Print Name: _____

Title: _____

Signature: _____

Approved as to legal sufficiency for the County:

By: _____
_____, Assistant County Attorney



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

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

June 25, 2020

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

Members of the Board:

Approval of Amendment No. 3 to the Interagency Agreement between
North Clackamas Parks and Recreation District (NCPRD) and
Health, Housing and Human Services (H3S) Social Services Division

Purpose/ Outcomes	This agreement provides federal and state funding for social services programs delivered by NCPRD to District/County residents ages 60 and older.
Dollar Amount and Fiscal Impact	This amendment increases the contract value by \$31,000 bringing the maximum contract value of \$478,794. An additional \$6,000 of CARES funds were received and \$25,000 of OAA funding from the State of Oregon to assist with increased services under this agreement.
Funding Source	Older American Act (OAA) funding secured through the Oregon Department of Human Services-State Unit on Aging and administered by Clackamas County's H3S-Social Services division. Additionally, Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding.
Duration	July 1, 2019 – June 30, 2020
Previous Board Action	<ul style="list-style-type: none"> July 25, 2019 – Business Meeting: Approval of Interagency Agreement for FY 2019-2020 February 13, 2020 – Business Meeting: Approval of Amendment 1 to the Interagency Agreement for FY 2019-2020 May 21, 2020 – Business Meeting: Approval of Amendment 2 to the Interagency Agreement between NCPRD and H3S for Service at the Milwaukie Center FY 2019-2020
Strategic Plan Alignment	<ol style="list-style-type: none"> Aligns with NCPRD strategic plan to ensure 100% Meals on Wheels requests are funded Aligns with the County's strategic priority to ensure safe, healthy and secure communities
County Counsel Review	Reviewed and approved 6.1.20 JM
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4471 Marty Hanley, <i>Milwaukie Center Supervisor</i> , 503-794-8058
Contract No.	9300, Amendment #3

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD) requests approval of an amendment to the Interagency Agreement with the County's Health, Housing and Human Services (H3S) Department – Social Services division to provide Older American Act (OAA) funded services for persons living within the District.

The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In December 2015, Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. NCPRD was the sole proposer and was awarded the contract after negotiations.

RECOMMENDATION:

Staff respectfully recommend the Board approve Amendment No. 3 to the Interagency Agreement between NCPRD and H3S-Social Services division Contract #9300.

ATTACHMENTS:

1. Interagency Agreement #9300 between NCPRD and H3S-Social Services division.
2. Amendment No.3 to the Interagency Agreement between NCPRD and H3S-Social Services division.

Respectfully submitted,

Laura Zentner

Laura Zentner, Director
Business and Community Services

Interagency Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9300 Subrecipient#: N/A Board Agenda #: 072519-A5,

Division: Social Services Amendment Number: 3

Contractor: NCPRD-Milwaukie Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Interagency Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$31,000.

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

This Amendment #3, when signed by the NCPRD-Milwaukie Center ("CONTRACTOR") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated.

WHEREAS, the CONTRACTOR and COUNTY entered into those certain CONTRACTOR Agreement documents for the provision of services dated July 1, 2019 as may be amended ("Agreement");

WHEREAS, the CONTRACTOR and COUNTY desire to amend the Agreement in its entirety as of April 13, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the CONTRACTOR and COUNTY hereby agree that the Agreement is amended as follows:

I. AMEND: III. COMPENSATION AND RECORDS

- A. Compensation. H3S-SSD shall compensate the NCPRD-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$447,794

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-B CARES Act Funds	93.044	\$26,600
Older Americans Act III-C1	93.045	\$27,434

Older Americans Act III-C1 (Families First & CARES Act Funds)	93.045	\$26,496
Older Americans Act III-C2	93.045	\$81,867
Older Americans Act III-C2 (Families First & CARES Act Funds)	93.045	\$98,867
CSBG Funds for Meal Service	N/A	\$3,600
Older Americans Act III-D	93.043	\$715
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$36,601
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$573
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,177

TO READ: III. COMPENSATION AND RECORDS

A. Compensation. H3S-SSD shall compensate the NCPRD-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is **\$478,794.**

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-B CARES Act Funds	93.044	\$26,600
Older Americans Act III-C1	93.045	\$27,434
Older Americans Act III-C1 (Families First & CARES Act Funds)	93.045	\$0
Older Americans Act III-C2	93.045	\$81,867
Older Americans Act III-C2 (Families First & CARES Act Funds)	93.045	\$131,363
CSBG Funds for Meal Service	N/A	\$3,600
Meals on Wheels People (MOWP) Raw Food Reimburse.	N/A	\$25,000
Older Americans Act III-D	93.043	\$715
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$36,601
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$573
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,177

II. **AMEND:** Exhibit 6 – Budget and Units of Services- Unit Cost Schedule, incorporated here as Page 3, is hereby amended

TO READ: Exhibit 6 – Budget and Units of Services – Unit Cost Schedule as incorporated here as Page 4.

Milwaukee Center
 Fiscal Year 2019-20

Amend

Federal Award Number CFDA Number Service Category	OAA III B		OAA III C1		OAA III C		OAA III C2		OAA III D		OAA III E		Required		NSIP		Other			Ride Connection			TriMet		LHEAP		NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE	
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	In Dist	STF	STF	STF	Funds	Funds	Funds	Funds	Funds	Funds				Funds
	16A4ORT3SS 93,044	CARES Act 93,044	16A4ORT3CM 93,045	FF Act 93,045	16A4ORT3D 93,045	FF & CARES Act 93,045	16A4ORT3PH 93,043	16A4ORT3PH 93,052	16A4ORNSP 93,053	16A4ORT3D 93,045	FF Act 93,045	16A4ORT3PH 93,043	16A4ORT3PH 93,052	16A4ORNSP 93,053	16A4ORT3D 93,045	FF Act 93,045	16A4ORT3PH 93,043	16A4ORT3PH 93,052	16A4ORNSP 93,053	16A4ORT3D 93,045	FF Act 93,045	16A4ORT3PH 93,043	16A4ORT3PH 93,052	16A4ORNSP 93,053	16A4ORT3D 93,045	FF Act 93,045				16A4ORT3PH 93,043
COVID Grant Award		22,500		16,862		16,862		16,862						N/A													56,224			
Case Management (Hrs)	27,098	1,550											3,013														769	31,661	\$37.24	
Reassurance (Contacts)	5,651	1,550											628														236	7,829	\$30.56	
Information & Assist.	11,829												1,315														648	13,144	\$18.25	
Public Outreach	1,000												111														20	1,111	\$50.00	
Transportation - OAA	7,799	1,000											867														1,560	11,166	\$5.00	
OAA/NSIP Food Service			13,741	0	41,020	25,538							6,089														58,097	161,190	\$1.38	
OAA Meal Site Mngt.			13,693	9,634	40,847	54,167							6,065														58,097	124,407	\$2.04	
OAA Nutrition Supplies						2,500							0																	
CSBG HDM Service													0														800	3,600	\$4.50	
Evidence Based Health & Wellness Programs										715			0																	
Caregiver Respite Program												9,228	2,307														160	11,535	\$57.30	
Transportation - T19													0														125	1,750	\$14.00	
Transportation Ride Con													0														4,560	38,186	\$7.50	
STF Transport, Vanibus													0														1,943	35,059	\$18.04	
Ride Con - Vehicle Maint													944														N/A	9,194	N/A	
LHEAP Initiates																											150	3,750	\$25.00	
TOTALS	\$53,377	\$26,600	\$27,434	\$26,496	\$91,867	\$98,667	\$715	\$9,228	\$21,341	\$36,601	\$3,600	\$34,200	\$8,250	\$573	\$3,750	\$43,886	\$56,224													

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contract Amount: \$447,794

Federal Award Total: \$369,436

To Read

Milwaukee Center
 Fiscal Year 2019-20

Federal Award Number	CFDA Number	Service Category	OAA III B		OAA III C		OAA III D		OAA III E		NSIP	Ride Connection		TriMet	MEDICAD	LHEAP	Program	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE		
			Funds	Funds	Funds	Funds	Funds	Funds	In Dist	STF		TriMet	STF Funds								Funds	Funds
			16AORT3SS	CARES Act	16AORT30M	16AORT30M	16AORT30M	16AORT3PH	16AORT3FC	N/A	16AORNSIP	TriMet	STF	TriMet	Funds	Funds						
			93,044	93,044	93,045	93,045	93,045	93,043	93,052		93,053	Funds	Funds	Funds	Funds	N/A						
			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
COVID Grant Award				22,500			33,723			N/A									56,223			
Case Management (His)			27,098	1,550						3,013									769	3,166	\$37.24	
Reassurance (Contacts)			5,651	1,550						628									236	7,829	\$30.56	
Information & Assist.			11,829							1,315									648	13,144	\$18.25	
Public Outreach			1,000							111									20	1,111	\$50.00	
Transportation - OAA			7,799	1,000						867									1,500	11,166	\$5.00	
OAA/NSIP Food Service					13,741	41,020	25,338			6,089	36,601								38,400	161,190	#REF!	
OAA Meal Site Mngt					13,693	40,847	63,802			6,065									58,097	124,407	#REF!	
Site Purchased Meals - Restaurant							6,000			0									750	6,000	#REF!	
OAA Nutrition Supplies							2,500			0										2,500	#REF!	
CSBG HDM Service										0									800	3,600	#REF!	
MOWP Raw Food Reimbursement										0										25,000	#REF!	
Evidence Based Health & Wellness Programs										0									9.5	715	\$75.00	
Caregiver Respite Program								715		0									classes	715	\$75.00	
Transportation - T19									9,228	2,307									160	11,535	\$57.50	
Transportation Ride Con										0				573	1,177				125	1,750	\$14.00	
STF Transport. Vanibus										0									4,560	38,186	\$7.50	
Ride Con - Vehicle Maint										0									3,986	35,069	\$18.04	
LHEAP Intakes										944									N/A	9,194	N/A	
																			150	3,750	\$25.00	
TOTALS			\$53,377	\$26,600	\$27,434	\$81,867	\$131,363	\$715	\$9,228	\$21,341	\$36,601	\$28,600	\$34,200	\$35,069	\$8,250	\$1,177	\$3,750	\$43,886	\$573	\$1,177	\$94,021	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only
 Source of OAA Match - Staff time

Contract Amount: \$478,794
 Federal Award Total: \$375,435

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

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

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas

Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Martha Schrader

Signing on Behalf of the Board:

Signing on Behalf of the Board:

Health, Housing & Human Services Dept.

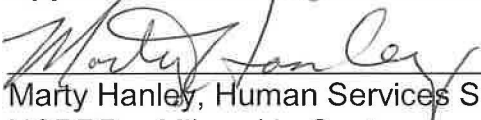
By: _____
Jim Bernard, Chair

Richard Swift, Director

Date

Date

Approved as to Program Content:



Marty Hanley, Human Services Supervisor
NCPRD – Milwaukie Center

5-29-2020

Date



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

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

Laura Zentner, BCS Director

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Grant Agreement with the Oregon State Marine Board (OSMB)
as part of the Maintenance Assistance Program (MAP) for FY 2020-21**

Purpose/Outcomes	Allows Business and Community Services division, North Clackamas Parks and Recreation District to participate in the OSMB's Maintenance Assistance Program (MAP) for FY 2020-21, which reimburses the District for maintenance of boating facilities.
Dollar Amount and Fiscal Impact	This Grant Agreement represents an additional \$4,750 of revenue.
Funding Source	A total of \$3,166.67 is required in matching funds, which will come from the NCPRD General Fund - Maintenance Division.
Duration	July 1, 2021 through June 30, 2021
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This grant funding will help protect our natural resource by reducing negative water quality impacts to our watershed. 2. This grant will further support Good Governance by leveraging local funds with federal funds with the cost savings being transparent in the budget.
Previous Board Action	This grant award is reviewed and renewed annually by the Board.
Counsel Review	This Grant Agreement has been reviewed and approved by County Counsel on 6/4/2020
Contact Person	Scott Archer, <i>Director</i> , 503-742-4421 Kevin Cayson, <i>Park and Facilities Manager</i> , 503-794-8030

BACKGROUND:

Business and Community Services (BCS) division, North Clackamas Parks and Recreation District requests the approval of a grant agreement with the Oregon State Marine Board (OSMB) as part of its Maintenance Assistance Program (MAP) for FY 2020-21. The District has been awarded this grant on an annual basis since 1998.

The renewal of this grant allows the Oregon State Marine Board to assist BCS-NCPRD with maintenance funding at Milwaukie Bay Park (formerly Riverfront Park), which is managed by the District. This grant comes with a maximum value of \$4,750 and requires a match of \$3,166.67 from the NCPRD General Fund.

RECOMMENDATION:

Staff recommend the Board approve the grant agreement and authorize the Business and Community Services Director or their designee to execute the agreement and any documents necessary to effectuate the same.

ATTACHMENTS:

1. Allocation Certification Agreement Maintenance Assistance Program (MAP) 2020-21
2. Award Letter from Oregon State Marine Board
3. Approved Grant Application Lifecycle Form

Respectfully submitted,

Laura Zentner

Laura Zentner, Director
Business and Community Services

**NORTH CLACKAMAS PARK DISTRICT
ALLOCATION CERTIFICATION AGREEMENT
MAINTENANCE ASSISTANCE PROGRAM FY21**

This Maintenance Assistance Program (MAP) Allocation Certification Agreement is entered into by and between the State of Oregon, acting by and through the Oregon State Marine Board, hereinafter called "OSMB" and North Clackamas Park District, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

I. The Recipient certifies that:

- A. A budget has been adopted that includes the MAP grant allocation of \$4,750.00 state funds for the fiscal year period of July 1, 2020, to June 30, 2021; and
- B. The following Site Inventory lists facilities and site elements maintained by the Recipient; and

Site Inventory						
Site Name Milwaukie Riverfront Park			Use Fee	\$0.00	Fee Reduction:	0%
Funding Source MAP	Size /	Points	Seasons	Months	Seasonal	Fee
Feature	Quantity	Possible	of Use*	of Use	Point Value	Adjusted
Flush Restroom		12	PSO-	9	\$1,050.00	\$1,050.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	19	0			\$0.00	\$0.00
Boat Trailer Stalls	20	12	PSO	12	\$1,200.00	\$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Boarding Dock, total linear feet	220	7	PSO	12	\$700.00	\$700.00
<u>MAP Allocation for 7 site elements at Milwaukie Riverfront Park</u>					Allocation Subtotal:	\$4,750.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$4,750.00
Total Grant for North Clackamas Park District (1 site)					Total Allocation:	\$4,750.00

- C. MAP funds will be spent only to maintain improved public boating facilities identified in the Site Inventory in accordance with MAP procedures and policies; and
- D. The facilities will be open and maintained for public use according to their seasonal availability identified on the Site Inventory; and
- E. The amount of any user fee, identified on the Site Inventory, that is presently charged or will be charged during the fiscal year, includes the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and
- F. OSMB will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and
- G. The amount of state MAP funds expended will not exceed sixty percent of the overall maintenance cost of eligible boating facilities; and
- H. Matching funds will not include any cash or in-kind activities expended on campgrounds, marinas,

fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The percentage of shared use has been documented for areas such as restrooms and parking that serve eligible public boating facilities and other park uses; and

- I. MAP funds are principally targeted for labor, supplies, or contract services that will be expended at the eligible public boating facilities. Expenditures for program administration, supervision, or other general service assessments will be limited to a maximum of fifteen percent; and
- J. MAP funds will not be expended for capital construction projects or used as match to other grants.

II. The Recipient agrees:

- A. To provide a minimum of \$3,166.67 matching resources for state MAP funds.
- B. That MAP is designed to supplement funds expended at eligible public boating facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on the Site Inventory.
- C. To immediately notify OSMB of any changes in operation or maintenance practices, fees, seasonal availability, or public access at the facilities identified on the Site Inventory. The Recipient agrees to reimburse OSMB any MAP funds deemed an overpayment as a result of such changes.
- D. To reimburse OSMB any MAP funds not expended within the fiscal year; however, OSMB may grant permission to carry forward a maximum of ten percent of state MAP funds to the next fiscal year.
- E. To provide at the end of the fiscal year an expenditure report for maintenance and operations outlining actual expenditures for labor, supplies, materials, and services for each site identified on the Site Inventory.

II. OSMB certifies that:

- A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved public boating facilities.
- B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible public boating facilities identified on the Site Inventory.

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

OSMB: State of Oregon, acting by and through its Oregon State Marine Board
By:

RECIPIENT:
North Clackamas Park District

By: _____

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

File: 150

**NORTH CLACKAMAS PARK DISTRICT
ALLOCATION CERTIFICATION AGREEMENT
MAINTENANCE ASSISTANCE PROGRAM FY21**

This Maintenance Assistance Program (MAP) Allocation Certification Agreement is entered into by and between the State of Oregon, acting by and through the Oregon State Marine Board, hereinafter called "OSMB" and North Clackamas Park District, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

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- A. A budget has been adopted that includes the MAP grant allocation of \$4,750.00 state funds for the fiscal year period of July 1, 2020, to June 30, 2021; and
- B. The following Site Inventory lists facilities and site elements maintained by the Recipient; and

Site Inventory						
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Feature	Quantity	Possible	of Use*	of Use	Point Value	Adjusted
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Boat Trailer Stalls	20	12	PSO	12	\$1,200.00	\$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
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					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$4,750.00
Total Grant for North Clackamas Park District (1 site)					Total Allocation:	\$4,750.00

- C. MAP funds will be spent only to maintain improved public boating facilities identified in the Site Inventory in accordance with MAP procedures and policies; and
- D. The facilities will be open and maintained for public use according to their seasonal availability identified on the Site Inventory; and
- E. The amount of any user fee, identified on the Site Inventory, that is presently charged or will be charged during the fiscal year, includes the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and
- F. OSMB will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and
- G. The amount of state MAP funds expended will not exceed sixty percent of the overall maintenance cost of eligible boating facilities; and
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fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The percentage of shared use has been documented for areas such as restrooms and parking that serve eligible public boating facilities and other park uses; and

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II. The Recipient agrees:

- A. To provide a minimum of \$3,166.67 matching resources for state MAP funds.
- B. That MAP is designed to supplement funds expended at eligible public boating facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on the Site Inventory.
- C. To immediately notify OSMB of any changes in operation or maintenance practices, fees, seasonal availability, or public access at the facilities identified on the Site Inventory. The Recipient agrees to reimburse OSMB any MAP funds deemed an overpayment as a result of such changes.
- D. To reimburse OSMB any MAP funds not expended within the fiscal year; however, OSMB may grant permission to carry forward a maximum of ten percent of state MAP funds to the next fiscal year.
- E. To provide at the end of the fiscal year an expenditure report for maintenance and operations outlining actual expenditures for labor, supplies, materials, and services for each site identified on the Site Inventory.

II. OSMB certifies that:

- A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved public boating facilities.
- B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible public boating facilities identified on the Site Inventory.

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

OSMB: State of Oregon, acting by and through its Oregon State Marine Board
By:

RECIPIENT:
North Clackamas Park District

By: _____

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

File: 150

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: NCPRD - Maintenance Division Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: OSMB 2020-21 Maintenance Assistance Program (MAP) GRANT

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Kevin Cayson

Requestor Contact Information: 503-794-8030

Department Fiscal Representative: Laura Zentner, BCS Deputy Director, X4351

Program Name or Number (please specify): North Clackamas Parks and Recreation District, Maintenance Division 113-5400-07702

Brief Description of Project:
North Clackamas Park District has been tentatively selected to receive a MAP grant from the Oregon State Marine Board.
Grant funds could be used to supplement routine maintenance expenses at improved public boating facilities from July 1, 2020 through June 30, 2021. The allocation will be \$4,750 with \$3,166.67 in NCPRD matching funds.

Name of Funding (Granting) Agency: Oregon State Marine Board (OSMB)

Agency's Web Address for Grant Guidelines and Contact Information:
Website: <http://www.oregon.gov/OSMB/Pages/Facilities.aspx>
Contact: Douglas Baer, OSMB Environmental Grants Coordinator
(503) 378 2603; PO Box 14145, Salem OR 97309

OR

Application Packet Attached: Yes No

Completed By: N/A Date _____

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: _____

CFDA(s), if applicable: _____

Announcement Date: N/A Announcement/Opportunity #: _____

Grant Category/Title: Maintenance Assistance Program (MAP) Max Award Value: \$ 4,750.00

Allows Indirect/Rate: N/A Match Requirement: \$3,166.67

Application Deadline: Application not required Other Deadlines: _____

Grant Start Date: 7/1/2020 Other Deadline Description: _____

Grant End Date: 6/30/2021

Completed By: _____

Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

This annual grant renewal provides financial assistance to NCPRD in maintaining the boat launch at Milwaukie Bay Park, a site managed by NCPRD.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

This grant supports NCPRD's mission by promoting access to parks and recreation opportunities, such as boating. The grant agreement goes directly to the guiding purpose of the Maintenance Division, allowing the District to better maintain public facilities.

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

We are the Parks provider for the City of Milwaukie (owner of Milwaukie Bay Park). As parks and recreational professionals, we are the agency best suited to perform this work.

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

The objectives of the grant are to acquire, improve, and maintain boating facilities that serve recreational boaters. NCPRD plans to meet this objective by using the grant funds to maintain the boat dock and launch area at Milwaukie Bay Park.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes, the grant contributes to the NCPRD Maintenance program which serves to maintain NCPRD's parks and facilities.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

Yes. The grant requires maintenance staff to perform the required maintenance on the boating facility. NCPRD's Proposed 2020-21 Budget includes more than 10 maintenance staff full-time equivalents.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

N/A - No partners.

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

N/A - Not a pilot project.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

N/A - Not a new program or grant agreement.

Collaboration

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

N/A - No collaboration between County departments is necessary in the execution of this grant agreement.

Reporting Requirements

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

NCPRD must immediately notify OSMB of any changes in operation or maintenance practices, fees, season of use, or public access.

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

This is an annual grant NCPRD has been awarded for the last 10+ years. It is a successful grant and allows NCPRD to supplement funds expended at NCPRD managed boating facilities.

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

NCPRD must agree to provide an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the site inventory at the end of the fiscal year (2020-21).

Fiscal

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

yes. NCPRD must expend funds to maintain the boat facilities regardless. The grant simply subsidizes work that NCPRD already does.

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

NCPRD General Fund Dollars as approved in the 2020-21 NCPRD Proposed Budget

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

Yes. A minimum of \$3,166.67 of matching resources are required. These matching funds do not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day use components.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Continuous - On an annual basis

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No.

Program Approval:

Kevin Cayson

6/2/2020

Kevin Cayson


Name (Typed/Printed)

Date

Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Scott Archer	6/14/20	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Laura Zentner		
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. All grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Gary Schmidt		
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.



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

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

June 25, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Stewardship Agreement 20-SA-11060600-004 between North Clackamas Parks and Recreation District (NCPRD) and USDA Forest Service – Mt. Hood National Forest for the Rock Creek Project

Purpose/ Outcomes	Approval of a Stewardship Agreement between NCPRD and USDA Forest Service – Mt. Hood National Forest for the Rock Creek Project.
Dollar Amount and Fiscal Impact	\$29,000 of United States Department of Agriculture (USDA) Forest Service funds will added to NCPRD operational funds as support to the NCPRD Natural Area program.
Funding Source	USDA Forest Service Grant- \$29,000
Duration	Grant agreement with USFS expires June 30, 2022
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This grant funding will help protect our natural resource by reducing negative water quality impacts to our watershed. 2. This grant will further support Good Governance by leveraging local funds with federal funds with the cost savings being transparent in the budget.
County Counsel Review	County Counsel Review Date: May 21, 2020. Counsel Initials: JDM
Previous Board Action	N/A
Contact Person	Scott Archer, NCPRD Director, 503-742-4421 Tonia Williamson, Trails and Natural Areas, 503-742-4357

BACKGROUND:

Business and Community Services (BCS) division, North Clackamas Parks and Recreation District (NCPRD), manages natural areas with a focus on both access for our residents and protection and enhancement of habitat for wildlife. This project will focus on improving riparian and upland habitat within the Clackamas River Watershed tributaries Rock Creek and Sieben Creek. The U.S. Forest Service and NCPRD have a mutual interest in controlling invasive plants and improving habitat for Endangered Species Act listed fish species in the lower and upper Clackamas River watershed. The Rock Creek project will help meet these common goals and improve the health of the watershed.

RECOMMENDATION:

Staff recommends Board approval of the USDA Forest Service Stewardship Agreement 20-SA-11060600-004 and authorize the Business and Community Services Director or Deputy Director to execute all documents to effectuate the same.

ATTACHMENT:

1. Grant Life Cycle Form
2. Stewardship Agreement 20-SA-11060600-004

Respectfully submitted,

Laura Zentner

Laura Zentner, Director Business & Community Services Division

FS Agreement No. 20-SA-11060600-004

Cooperator Agreement No. _____

STEWARDSHIP AGREEMENT
Between
CLACKAMAS, COUNTY OF
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
And the
U.S. FOREST SERVICE,
MT. HOOD NATIONAL FOREST

This Stewardship Agreement is hereby made and entered into by and between Clackamas, County of, North Clackamas Parks and Recreation District, hereinafter referred to as “NCPRD,” and the U.S. Forest Service, Mt. Hood National Forest, hereinafter referred to as the Forest Service, under the authority and provisions of the Agricultural Act of 2014, Pub. L. 113-79, sec. 8205 and the Wyden authority: Pub. L. 105-277, Section 323 as amended by Pub. L. 109-54, Section 434, and permanently authorized by Pub. L. 111-11, Section 3001.

Background: In 2003 Congress authorized the Forest Service and the Bureau of Land Management to enter into stewardship contracts and agreements “to achieve land management goals for the national forests that meet local and rural community needs.” The primary focus of this legislation is to achieve land management goals through stewardship projects awarded under contracts or agreements. Unique to the legislation is the ability to exchange goods for services that meet the land management objectives.

The area addressed in this Stewardship Agreement is known as the Clackamas District of the Mt. Hood National Forest and lies within the borders of the States of Oregon. This area includes an un-estimated number of acres to be treated during the term of this Stewardship Agreement.

Given the presence of Endangered Species Act listed salmon and steelhead in the Clackamas River Watershed, the purpose of the project is to restore riparian and upland habitat by treating invasive plants, revegetating riparian areas with native plants, and enhancing aquatic habitat for both terrestrial and aquatic species. The project sites are located near National Forest System (NFS) land. Treating non-native plants and restoring native vegetation will control the spread of invasive plants and restore riparian habitat throughout the watershed, including NFS land. Success depends on cooperative efforts across jurisdictional boundaries. Coordinated activities minimize the negative impacts of invasive plants on watershed functions, wildlife and aquatic habitats, human and animal health, and recreational activities.

Coordinated efforts include members of CRISP (Clackamas River Invasive Species Partnership). CRISP includes the Mt. Hood NF, Clackamas Soil and Watershed Conservation District, Oregon Department of Agriculture, Metro, Portland Water Bureau, Northwest Oregon BLM District, Clackamas River Basin Council, North Clackamas Parks and Recreation Department, and others.

Phase one is site preparation including weed management and initial planting. Phase two is replanting native plants and additional weed control.

TITLE: Rock Creek Project

I. PURPOSE:

The purpose of this Stewardship Agreement is to document the cooperative effort between the parties for landscape restoration activities within the Clackamas River Watershed in accordance with the following provisions and the hereby incorporated Appendices.

Appendix A	Definitions
Appendix B	Technical Proposal
Appendix C	Map of Stewardship Project Area
Appendix D	Financial Plan

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is a land management agency dedicated to the wise use and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions.

The North Clackamas Parks and Recreation District is a county service district established in 1991 to serve the park and recreation needs of the northern portion of Clackamas County and includes the Cities of Milwaukie and Happy Valley within its boundaries. NCPRD serves more than 122,000 residents in a 36-square mile area. NCPRD protects and maintains more than 40 parks, and natural areas and over 15 miles of trails.

The NCPRD is a division within the Department of Business and Community Services. NCPRD provides urban, developed and natural parks, recreation facilities, recreation programs and certain types of senior social services to citizens within the District.

This project will focus on improving riparian and some upland habitat within the Clackamas River Watershed tributaries Rock Creek and Sieben Creek. Rock Creek serves as rearing and spawning habitat for listed fish species. Both tributaries provide water quality benefits for listed fish species in the lower Clackamas. Benefits include increased canopy cover, decreased erosion, and add diversity along the tributaries that flow within these park natural areas. Additional benefits include improved recreational access for visitors. The primary goal is to enhance habitat and water quality for juvenile salmonids. The project will additionally host volunteer restoration events, giving an opportunity to also educate citizens about the project, funding sources and partners and the ecological benefits of the project, while also increasing ownership and stewardship of the sites. The U.S. Forest Service and NCPRD have a mutual interest in controlling invasive plants in the Clackamas River watershed. The Rock Creek project will help meet this common goal of controlling invasive plants in the watershed.

Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape.

All projects conceived under this Stewardship Agreement will undergo a collaborative process to determine specific habitat improvements. The collaborative process will ensure that the benefits of undertaking restoration activities are mutually beneficial to NCPRD and the Forest Service as well as being beneficial to a wide diversity of interests involved in collaboration.

Both parties share an interest in improving the ecosystem condition and function of the landscape. A healthy landscape provides a variety of benefits beyond the needs of a single species, and therefore benefits both parties.

It is therefore mutually beneficial for the parties to work together to implement these landscape restoration and enhancement projects.

In consideration of the above premises, the parties agree as follows:

III. THE PARTNER SHALL:

- A. LEGAL AUTHORITY. NCPRD shall have the legal authority to enter into this Stewardship Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonFederal share of project costs, when applicable.
- B. TECHNICAL PROPOSAL. In coordination with the Forest Service, prepare and submit for review a Technical Proposal, which will be attached as Appendix B when finalized. This Technical Proposal must address agreed upon land management activities within in the Stewardship Project Area displayed in Appendix C, for the proposed operating period. The Technical Proposal must abide by all laws and regulations pertaining to the management and protection of National Forest System (NFS) lands and adhere to the National Environmental Policy Act (NEPA) document and all mitigation identified therein. The Technical Proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Forest Service. Therefore, the Technical Proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Technical Proposals will be evaluated on the basis of the following criteria. As a minimum, the Technical Proposal must clearly provide the following:
 - 1. A plan of operations for stewardship project work. Include a timeline and the rationale for the work activities identified to ensure activities will be completed by the expiration date of the agreement.
 - 2. Quality control plan for the stewardship projects.

The approved Technical Proposal will become part of this agreement without necessity of a formal modification.

- C. BILLING. Bill the Forest Service for costs incurred on the project. *See related Provision IV. F. Payment/Reimbursement*
- D. Restore riparian areas by removing invasive weeds and replanting riparian and some upland habitat with native trees and shrubs.
- E. Coordinate with the Forest Service throughout the project implementation.

IV. THE FOREST SERVICE SHALL:

- A. Have the Regional Forester or authorized designee approve all stewardship project proposals.
- B. Inform NCPRD of any changes in stewardship policy, law and regulations.
- C. Recognize NCPRD's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- D. SERVICE WORK. Review the Technical Proposal and work with NCPRD to make any necessary changes. *See related Provision III-B.*
- E. TECHNICAL PROPOSAL EVALUATION. Evaluate the Technical Proposal on technical and cost evaluation criteria, such as, but not limited to:
 - 1. Invasive Plant Treatment
 - 2. Quality Control
 - 3. Utilization of Local Work Force
 - 4. Plant Installation and Monitoring
- F. PAYMENT/REIMBURSEMENT. The Forest Service shall reimburse NCPRD for the Forest Service's share of actual expenses incurred, not to exceed **\$29,000.00**, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The Forest Service shall make payment upon receipt of the NCPRD's quarterly invoice. Each invoice from NCPRD shall display the total project costs for the billing period, separated by Forest Service and NCPRD share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the NCPRD's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

- 1. Cooperator name, address, and telephone number.

2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and Cooperator share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of Forest Service payments to date.
8. Statement that the invoice is a request for payment by “reimbursement.”
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL: sm.fs.asc_ga@usda.gov

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to David Lebo at david.lebo@usda.gov.

- G. Coordinate with NCPDR throughout implementation of the project, including discussion of any changes or modifications.
- H. Be available to NCPDR for consultation and technical advice, specifications or requirements as needed.
- I. OVERPAYMENT. Any funds paid to NCPDR in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the Forest Service:
 1. Any interest or other investment income earned on advances of agreement funds; or
 2. Any royalties or other special classes of program income which, under the provisions of the agreement are required to be returned.

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.

2. Withholding advance payments otherwise due to NCPRD.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the Forest Service may charge interest on an overdue debt.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Stewardship Agreement.

Principal Partner Contacts:

Tonia Williamson 150 Beaver creek Rd Oregon City, OR 97045 Telephone: 503-742-4357 Email: twilliamson@ncprd.com	Elizabeth Gomez 150 Beaver creek Rd Oregon City, OR 97045 Telephone: 503-742-4352 Email: egomez@ncprd.com
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Principal U.S. Forest Service Contacts:

David Lebo 70220 E Highway 26 Zigzag, OR 97049 Telephone: 503-622-2054 Email: david.lebo@usda.gov	Jessica Clark 501 E 5th Street #404 Vancouver, WA 98661 Telephone: 360-891-5168 Email: jessica.clark@usda.gov
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- B. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). NCPRD shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- C. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Stewardship Agreement and agree to actions essential to fulfill its purposes.
- D. ANNUAL MEETING. At a minimum, the parties will meet annually to discuss potential stewardship projects and jointly review the active stewardship project proposal list.



- E. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS). The parties will comply with the Forest Service's environmental management system (EMS) which is a systematic approach to improving environmental performance by identifying activities and environmental impacts that occur on National forest system (NFS) lands. The Forest Service will provide NCPRD with details for compliance.
- F. NEPA COMPLIANCE. The Forest Service will assure that this Stewardship Agreement incorporates necessary design criteria and standards for operation to comply with the NEPA document. NCPRD will work with the Forest Service to comply with these terms on the ground.
- G. TECHNICAL AND COST EVALUATION. Best approach determination is the evaluation method used by the Forest Service to approve stewardship agreement technical proposals. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to:
1. The extent of mutual interest and benefit.
 2. The advantages and effectiveness of mutual participation.
 3. Joint expertise.
 4. Past performance.
 5. Technical approach
 6. Factors relevant to cost such as volunteer participation, contribution from other parties, cost sharing, etc.
 7. Ability to utilize, educate and/or train a local workforce.
 8. Benefits to the local community
 9. Ability to complete work in a timely manner.
 10. Experience in performing similar work.
 11. Ability to conduct work in an environmentally sound manner.
- H. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or NCPRD is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the Forest Service Program Manager, at the address specified in this Stewardship Agreement.
- To NCPRD, at NCPRD's address shown in this Stewardship Agreement or such other address designated within this Stewardship Agreement.
- Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- I. PARTICIPATION IN SIMILAR ACTIVITIES. This Stewardship Agreement in no way restricts the Forest Service or NCPRD from participating in similar activities with other public or private agencies, organizations, and individuals.



- J. ENDORSEMENT. Any of NCPRD's contributions made under this Stewardship Agreement do not by direct reference or implication convey Forest Service endorsement of NCPRD's products or activities.
- K. NON-FEDERAL STATUS FOR PARTNER PARTICIPANT LIABILITY. NCPRD agree(s) that any of NCPRD's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), and NCPRD hereby willingly agree(s) to assume these responsibilities.

Further, NCPRD shall provide any necessary training to NCPRD's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. NCPRD shall also supervise and direct the work of its employees, volunteers, and participants performing under this Stewardship Agreement.

- L. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Stewardship Agreement, or benefits that may arise therefrom, either directly or indirectly.
- M. DRUG-FREE WORKPLACE.
1. NCPRD agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives Federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions NCPRD will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
 2. NCPRD agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;

- c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
 - 3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Stewardship Agreement, or the completion date of this Stewardship Agreement, whichever occurs first.
 - 4. NCPRD agree(s) to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after NCPRD learn(s) of the conviction.
 - 5. Within 30 calendar days of learning about an employee's conviction, NCPRD shall either:
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- N. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- O. ELIGIBLE WORKERS. NCPRD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). NCPRD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this Stewardship Agreement.

P. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

NCPRD shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

NCPRD shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

NCPRD shall maintain effective control over and accountability for all Forest Service funds. NCPRD shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

NCPRD shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the Forest Service upon request.

Q. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to the Recipient/Cooperator must be immediately refunded to the Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the agreement must be submitted to the Forest Service by the Recipient/Cooperator.

If this agreement is closed out without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

R. USE OF FOREST SERVICE INSIGNIA. In order for NCPRD to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service.

- S. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of activities under this Stewardship Agreement to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

NCPRD shall submit annual performance reports to the Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with NCPRD's final payment request, or separately, but not later than 90 days from the expiration date of this Stewardship Agreement.

- T. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. NCPRD shall retain all records pertinent to this Stewardship Agreement for a period of no less than three years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. NCPRD shall provide access and the right to examine all records related to this Stewardship Agreement to the Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds shall be retained for 3 years after its final disposition.

- U. FREEDOM OF INFORMATION ACT (FOIA). Public access to Stewardship Agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- V. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- W. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this Stewardship Agreement is not available for reimbursement of NCPRD’s purchase of equipment and supplies. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year.
- X. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the Forest Service with Cooperator contributions must become the property of the Forest Service.
- Y. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following NCPRD’s established procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). NCPRD shall maintain cost and price analysis documentation for potential Forest Service review. NCPRD is encouraged to utilize small businesses, minority-owned firms and women’s business enterprises.
- Z. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS. NCPRD shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this Stewardship Agreement.
- AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NCPRD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.”

If the material is too small to permit the full statement to be included, the material shall, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

BB. REMEDIES FOR COMPLIANCE RELATED ISSUES. If NCPRD materially fail(s) to comply with any term of the Stewardship Agreement, whether stated in a Federal statute or regulation, an assurance, the Stewardship Agreement, the Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by NCPRD or more severe enforcement action by the Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current Stewardship Agreement for NCPRD's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

CC. TERMINATION BY MUTUAL AGREEMENT. This Stewardship Agreement may be terminated, in whole or part, as follows:

- When the Forest Service and NCPRD agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By 30 days written notification by NCPRD to the Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the Stewardship Agreement must not accomplish the purpose for which the Stewardship Agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an Stewardship Agreement, NCPRD shall not incur any new obligations for the terminated portion of the Stewardship Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to NCPRD for the Forest Service share of obligations that cannot be canceled and were properly incurred by NCPRD up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

- DD. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- EE. DEBARMENT AND SUSPENSION. NCPRD shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal government according to the terms of 2 CFR Part 180. Additionally, should NCPRD or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- FF. COPYRIGHTING. NCPRD is/are granted sole and exclusive right to copyright any publications developed as a result of this Stewardship Agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this Stewardship Agreement.

No original text or graphics produced and submitted by the Forest Service must be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal government purposes. This right must be transferred to any subcontracts.

This provision includes:

- The copyright in any work developed by NCPRD under this Stewardship Agreement.
- Any right of copyright to which NCPRD purchase(s) ownership with any Federal contributions.

- GG. MODIFICATION. Modifications within the scope of this Stewardship Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- HH. COMMENCEMENT/EXPIRATION DATE. This Stewardship Agreement is executed as of the date of the last signature and is effective through June 30, 2022 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- II. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Stewardship Agreement.

In witness whereof, the parties have executed this Stewardship Agreement as of the last date written below.

Clackamas County, North Clackamas Parks
and Recreation District

Date

RICHARD PERIMAN, Forest Supervisor
U.S. Forest Service, Mt. Hood National Forest

Date

The authority and format of this Stewardship Agreement (20-SA-11060600-004) have been reviewed and approved for signature.

JESSICA CLARK
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

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APPENDIX A DEFINITIONS

Technical and Cost Evaluation. The evaluation used by the Forest Service to award projects. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to, extent of mutual cooperation and benefits, past performance, experience, technical approach, and benefits to the local community.

Stewardship Project Proposal. A written request submitted by Forest and Grassland Supervisors to the Regional Forester for review and approval for proposed stewardship projects. The request for approval must include appropriate information about the proposed project, such as land management goals of the project, the total value of the project, products to be removed, the value of services to be received, the value of goods to be exchanged for services, contributed funds or work to be received, and expected residual receipts from the project.

After reviewing a proposed project, the Regional Forester shall approve or disapprove the project through a formal written reply in correspondence to the Forest or Grassland Supervisor. Only the projects and associated work activities approved by the Regional Forester with completed NEPA analysis are to be included in this Stewardship Agreement.

APPENDIX B TECHNICAL PROJECT PROPOSAL

Summary - Rock Creek Retained Receipts Technical Proposal

Project Focus = To improve riparian and some upland habitat within the tributaries Rock Creek and Sieben Creek in the Clackamas River watershed. Rock Creek serves as rearing and spawning habitat for listed fish species. Both tributaries provide water quality benefits for listed fish species in the lower Clackamas River basin. Neither tributary/creek is on national forest land.

Scope of Work = Work will be performed on 32 acres of land at six sites, four in the Rock Creek watershed and two in the Sieben Creek watershed. Work will consist of controlling invasive non-native plants that threaten habitat quality and planting survival rates. Invasive species identified by CRISP (Clackamas River Invasive Species Partnership) will be prioritized, including any early detection/rapid response (EDRR) species found on site. North Clackamas Parks and Recreation Department (NCPRD) has applied for CRISP inventory support in 2019 and was awarded funds.

Work = planting approximately 10,000 Pacific Northwest native plants

Benefits = increased canopy cover, decreased soil erosion, and added plant diversity along the tributaries that flow within these park natural areas.

Additional benefits = improved recreational access for visitors.

Description of Work = Work will be performed along 1.5 miles of main-stem and tributary habitat on both sides of the creeks (except for 1,000 linear ft. at one site where habitat will be improved on only one side of the creek). Best management practices (BMPs) will be used to ensure that planting is successful. Weed control will use the most up-to-date BMPs for invasive plant treatments, treating at the correct stage in plant development with the correct method of control. NCPRD will hire restoration crews to help implement planting and weed control. NCPRD uses similar language in its contracts as the Clackamas County Soil and Water Conservation District's vegetation management on-call contract. We not only strive to be efficient with resources but to use the least amount of herbicide while protecting native plants and aquatic resources.

Partner(s) = Clackamas County Water and Environment Services (WES). NCPRD and WES have an Intergovernmental Agreement (IGA) for NCPRD to manage adjacent lands and some WES properties for recreational and habitat benefits. NCPRD proposes to sponsor volunteer events to help plant at some of these sites, which would provide an opportunity to educate citizens about the project and its ecological benefits, while also increasing ownership and stewardship of the sites.

Rock Creek Retained Receipts Technical Proposal and Map

The Rock Creek project will focus on improving riparian and some upland habitat within the tributaries Rock Creek and Sieben Creek in the Clackamas River watershed. Rock Creek serves as rearing and spawning habitat for listed fish species. Both tributaries provide water quality benefits for listed fish species in the lower Clackamas. Work will be performed on 32 acres of land at six sites, four within the Rock Creek Watershed and two in the Sieben Creek watershed. Work will consist of controlling invasive non-native plants that threaten habitat quality and native planting survival rates. Invasive species identified by CRISP (Clackamas River Invasive Species Partnership) will be prioritized, including any early detection/rapid response (EDRR) species found on site. North Clackamas Parks and Recreation Department (NCPRD) has applied for CRISP inventory support in 2019 and was awarded funds.

Work will also consist of planting approximately 10,000 Pacific Northwest native plants. Benefits will include increased canopy cover, decreased soil erosion, and added plant diversity along the tributaries that flow within these park natural areas. Additional benefits will include improved recreational access for visitors. Work will be performed along 1.5 miles of main-stem and tributary habitat on both sides of the creeks (except for 1,000 linear ft. at one site where habitat will be improved on only one side of the creek). Best management practices (BMPs) will be used to ensure that planting is successful. Invasive plant control will use the most up-to-date BMPs for invasive plant treatments, treating at the correct stage in plant development with the correct method of control. NCPRD will hire restoration crews to help implement planting and weed control. NCPRD uses similar language in its contracts as the Clackamas County Soil and Water Conservation District's vegetation management on-call contract. We not only strive to be efficient with resources but to use the least amount of herbicide while protecting native plants and aquatic resources.

This project also partners with Clackamas County Water and Environment Services (WES). NCPRD and WES have and an Intergovernmental Agreement (IGA) for NCPRD to manage adjacent lands and some WES properties for recreational and habitat benefits. NCPRD proposes to sponsor volunteer events to help plant native species at some of these sites. Volunteer events provide an opportunity to educate citizens about the project and its ecological benefits, while also increasing ownership and stewardship of the sites.

Table - 1 **Potential Species to be installed**

Vegetation Community	Plants: Common		Plants: Scientific Names	Form	Type
	Name				
Mixed Riparian Forest	red alder	<i>Alnus</i>	<i>rubra</i>	Tree	Bareroot
Mixed Riparian Forest	bigleaf maple	<i>Acer</i>	<i>macrophyllum</i>	Tree	Bareroot
Mixed Riparian Forest	western red cedar	<i>Thuja</i>	<i>plicata</i>	Tree	Bareroot
Mixed Riparian Forest	common snowberry	<i>Symphoricarpos</i>	<i>albus</i>	Shrub	Bareroot
Mixed Riparian Forest	Pacific ninebark	<i>Physocarpus</i>	<i>capitatus</i>	Shrub	Bareroot
Shrub-Scrub Wetland	hardhack	<i>Spiraea</i>	<i>douglasii</i>	Shrub	Bareroot
Shrub-Scrub Wetland	swamp rose	<i>Rosa</i>	<i>palustris</i>	Shrub	Bareroot
Shrub-Scrub Wetland	Sitka willow	<i>Salix</i>	<i>sitenchsis</i>	Shrub	Bareroot

Shrub-Scrub Wetland	red-osier dogwood	<i>Cornus</i>	<i>sericea</i>	Shrub	Bareroot
Shrub-Scrub Wetland	black cottonwood	<i>Populus</i>	<i>trichocarpa</i>	Tree	Bareroot
Conifer Dominated Foothills	grand fir	<i>Abies</i>	<i>grandis</i>	Tree	Bareroot
Conifer Dominated Foothills	Douglas-fir	<i>Pseudotsuga</i>	<i>menziesii</i>	Tree	Bareroot
Conifer Dominated Foothills	occeanspray	<i>Holodiscus</i>	<i>discolor</i>	Shrub	Bareroot
Conifer Dominated Foothills	tall Oregon grape	<i>Mahonia</i>	<i>aquifolium</i>	Shrub	Bareroot
Conifer Dominated Foothills	Indian plum	<i>Oemleria</i>	<i>cerasiformis</i>	Shrub	Bareroot

Following plant installation, the project will enter the plant-establishment phase. During this phase, the site will receive multiple invasive plant treatments per year, including mechanical and chemical application, depending on the need. Typically, this includes a ring-spray (herbicide application) around the newly installed plants in the spring, a cut (manual or mechanical treatment) to reduce invasive propagules in the summer, and spot-spraying of herbicide in the fall to target any invasive plant re-sprouts. The plant establishment phase would continue through June 30, 2022.

NCPRD Natural Areas Division manages over 30 natural areas sites within the North Clackamas Parks and Recreation District. At many of those sites, NCPRD staff have conducted similar habitat enhancement projects as proposed within the application. As the land manager, we visit sites regularly and have a deep understanding of the habitat elements, what the issues are, and what restoration actions are needed to enhance it for wildlife, while taking into consideration access for people for recreation. This interface between access and enhancement of habitat is an important variable to monitor and make adaptive-management decisions. NCPRD staff monitor new social trails and other indicators to assess if human interactions may have negative consequences on restoration activities. Regular monitoring and quick response by staff help protect resources and investments at a very high level. NCPRD staff attend multiple invasive species management trainings per year to keep up on new early invaders, and work within partnerships, like Clackamas River Invasive Species Partnership (CRISP), to collaborate across a landscape scale within the Clackamas River watershed. Our agency is a long-term land manager that, as our mission, has taken on the management of these sites for the long-term success of investments and habitat enhancement value. NCPRD has received stewardship funding in the past and we are thankful for the support and will manage the funds according to the agreement and with the highest level of collaboration.

Experience:

Grant and Project Management: Tonia Williamson, NCPRD Trails and Natural Areas Coordinator, has about 20 years of natural resource management experience specializing in habitat restoration. Williamson has worked to plan and implement numerous large- and small-scale riparian revegetation projects on public lands, which have included invasive species surveys and treatments, native plantings, and long-term site maintenance. As part of NCPRD's

site management of natural areas, Williamson's division contracts highly qualified restoration experts to consult on best management revegetation practices and protocols that are included in this project's revegetation plan. Additionally, as an organization, NCPRD has extensive experience with riparian plantings and has planted hundreds of thousands of trees and shrubs in their natural areas and enjoys positive working relationships with local nurseries, contractors, and landowners.

Ms. Williamson will be the grant and contract administrator for the project. Ms. Williamson has been lead in the NCPRD natural area division since 2008. She has administered restoration project grants with multiple funding sources for high-priority projects in the NCPRD district and has almost 20 years of experience working with federal and local governments on projects that generate community benefits.

Project Management:

Matt Jordan, NCPRD Natural Areas Program Coordinator, has about 10 years of on-the-ground natural resource management experience specializing in wetland and riparian restoration. Jordan has planned and implemented numerous large- and small-scale revegetation projects, on both public and private lands, including invasive species surveys and treatments, planting of native species, and long-term site maintenance. As part of NCPRD's natural area land management, Jordan contracts highly qualified restoration experts to consult on the implementation of projects using best management revegetation practices and protocols that are included in this project's revegetation plan. Additionally, as an organization, NCPRD has extensive experience with revegetation projects, has planted thousands of trees and shrubs in the district, and has positive relationships with local nurseries, contractors, and landowners.

Patrick Wegner, NCPRD Natural Area Technician, will provide technical assistance and help conduct field activities for the project. Mr. Wegner has a B.S. in Recreation and Tourism Management and an Associate of Applied Sciences in Natural Resources (Forest Resources) from Oregon State University. He has assisted on projects involving native plant restoration, site monitoring, trail work, and other infrastructure projects.

Utilization of Local Workforce:

NCPRD's office is located within the local area of north Clackamas County and hires local restoration contractors to implement projects. NCPRD also acquires nursery stock of native plants from local nursery's.

General Quality Control Plan

Quality Control is an important emphasis-item for the Rock Creek Habitat Enhancement Stewardship Project Contract. Offerors are encouraged to develop an effective plan for ensuring that their operations are in compliance with all contractual requirements. Offerors should develop a General Quality Control Plan that addresses the following four questions:

1. How will quality be monitored to assure that performance standards are met?

- NCPRD will design project-management plans based on site needs, including site prep, planting and adaptive management plans, and overseeing contractors during project implementation.
- NCPRD personnel will manage contracts and activities for all vegetation enhancement work.
- NCPRD personnel will conduct qualitative monitoring multiple times a year during the agreement cycle.
- Water Environment Services (WES) will provide technical assistance throughout the project, assuring a collaborative vetting of plans for properties that they own and that NCPRD manages.

2. How will the quality control work be supervised?

- NCPRD field staff will provide instructions for restoration crews on-site and provide on-site outreach to park users.

3. How will results of the monitoring be used to ensure quality performance?

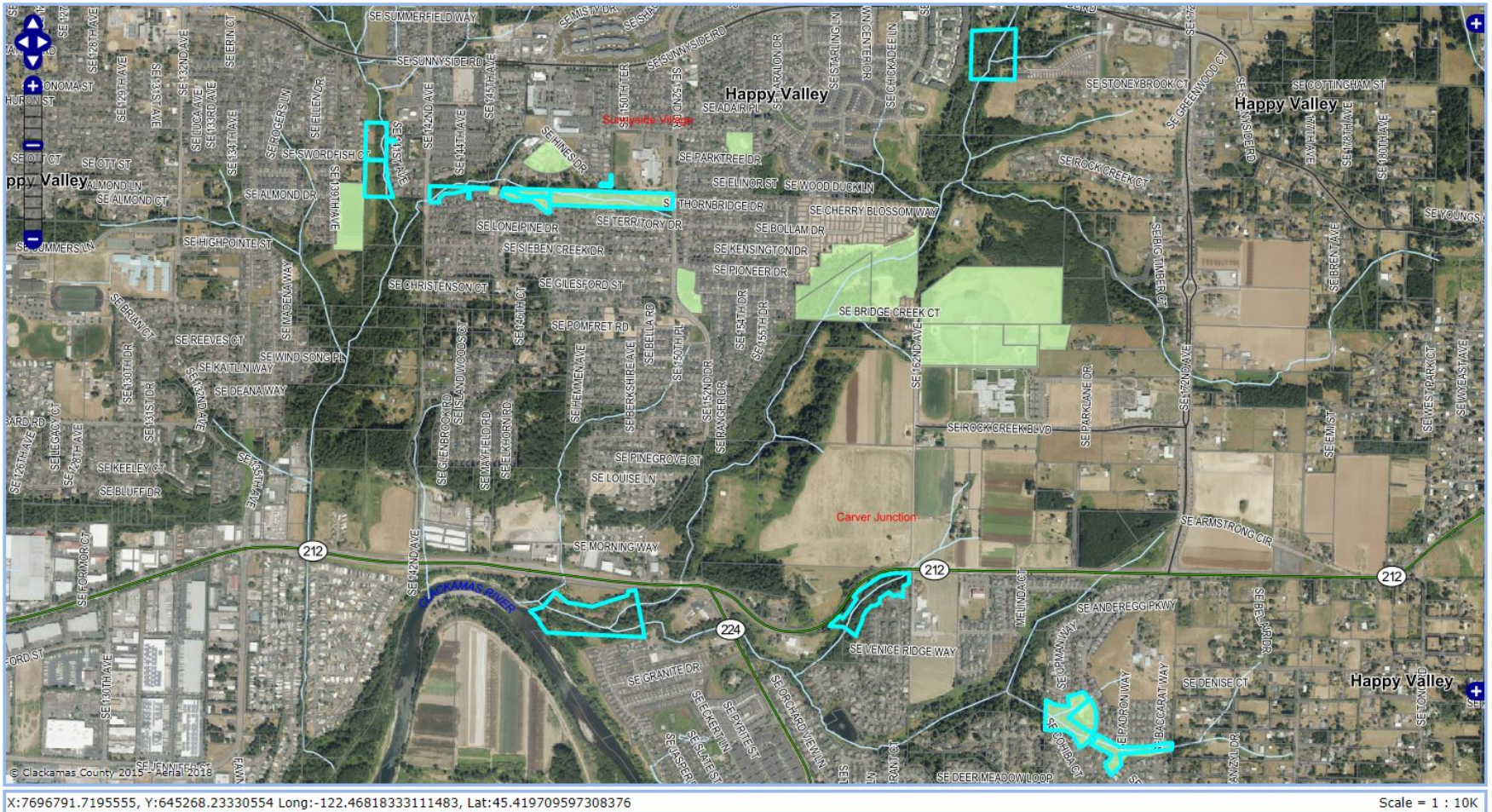
- NCPRD staff will supervise and inspect restoration work done by contractors while work is being performed and will make adaptive-management decisions as necessary.
- Photo points will be established, and monitoring will occur at a minimum of once a year.
- NCPRD will complete site visits throughout the year of the project to monitor the success of invasive species treatments and to monitor native plantings. Qualitative monitoring will be performed multiple times a year.

4. Identify, by work activity, personnel responsible for performing quality control.

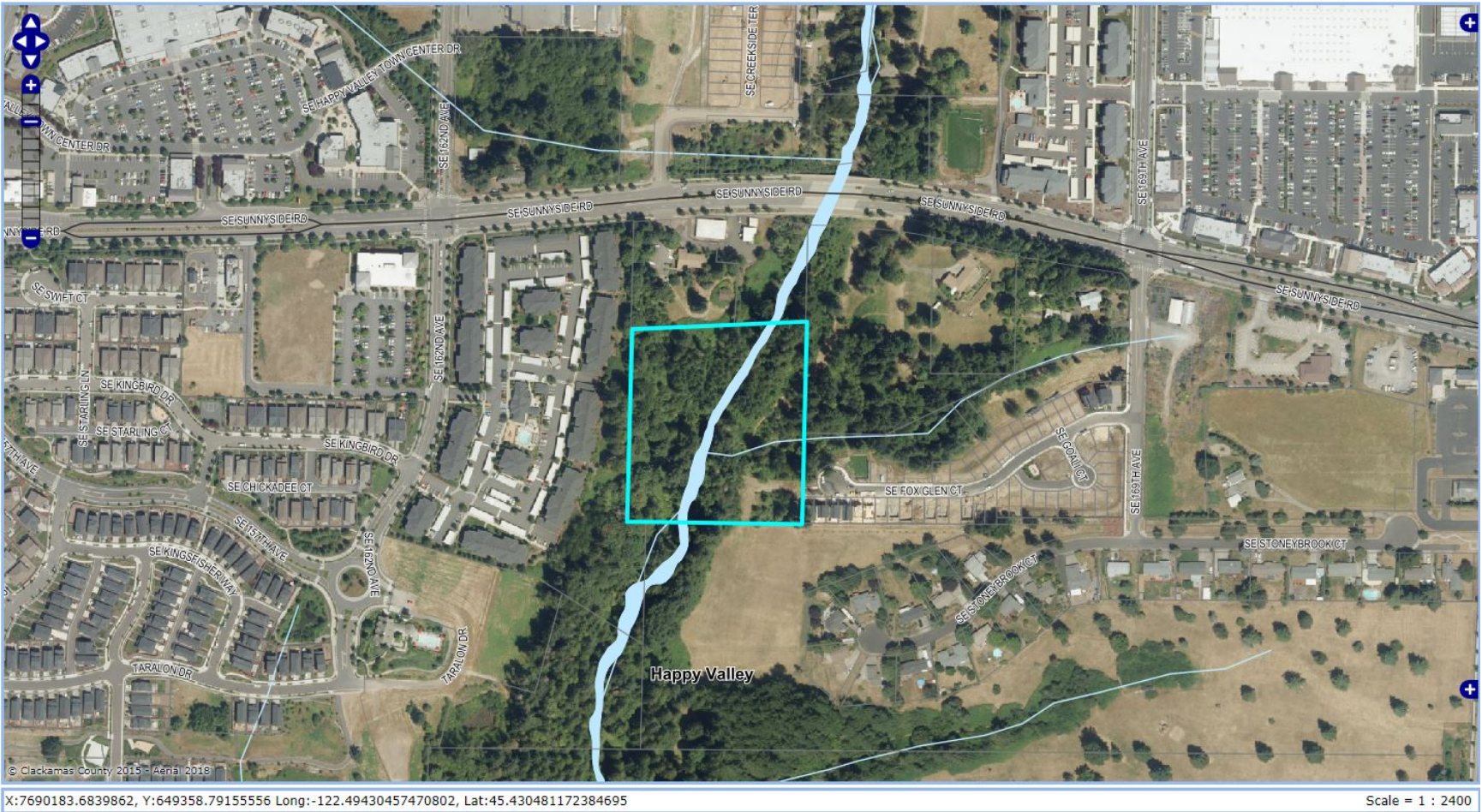
The field staff person who will supervise overall quality control will be Matt Jordan, Natural Area Program Coordinator, NCPRD.

APPENDIX C

Maps of the Stewardship Project Area



Map 1: Project Sites Overview



Map 2: Rock Creek Verizon Site



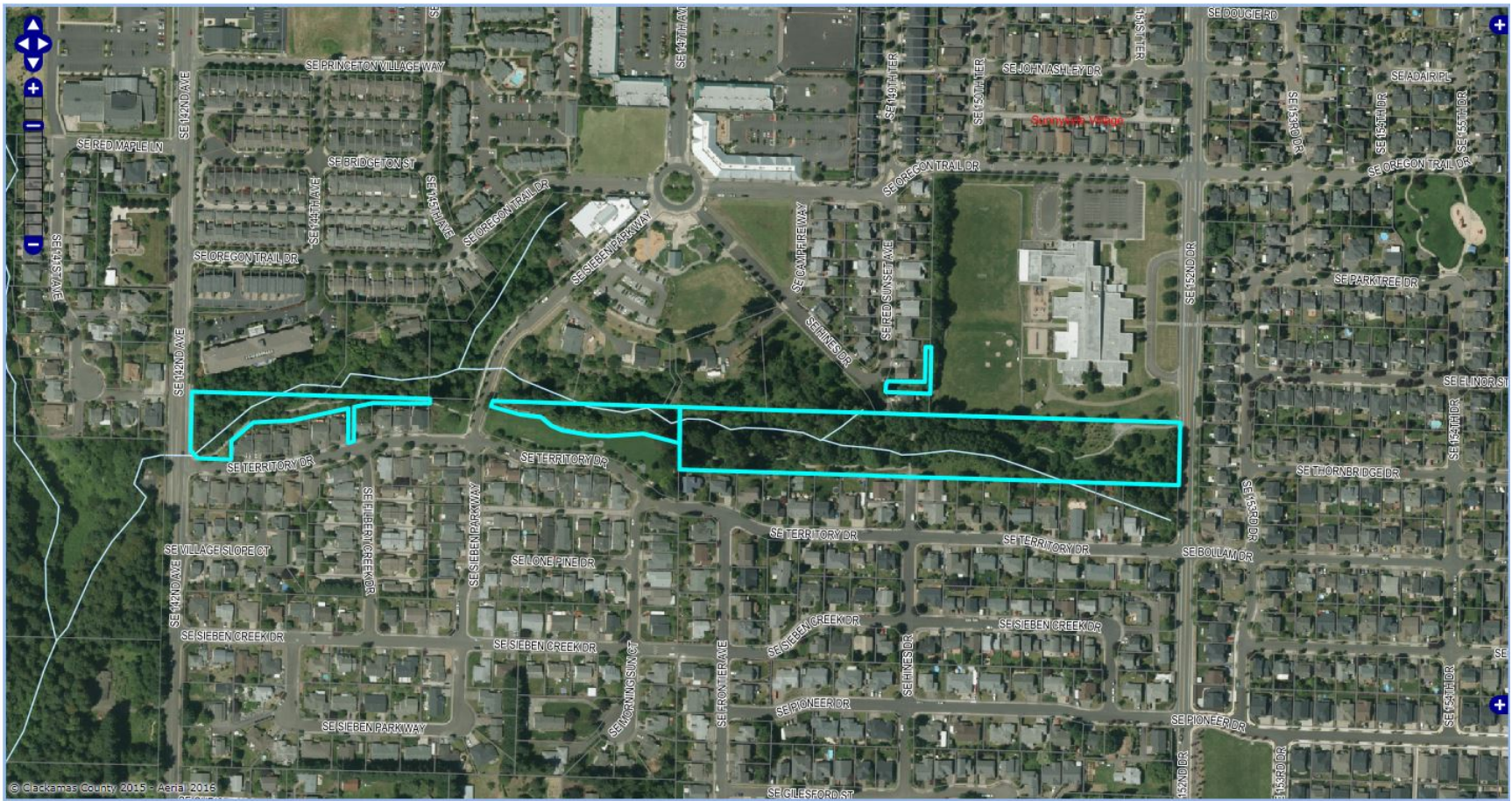
X:7690298.213691, Y:638086.437778 Long:-122.49277560815538, Lat:45.39958104661575

Scale = 1 : 2400

Map 3: Orchard Summit



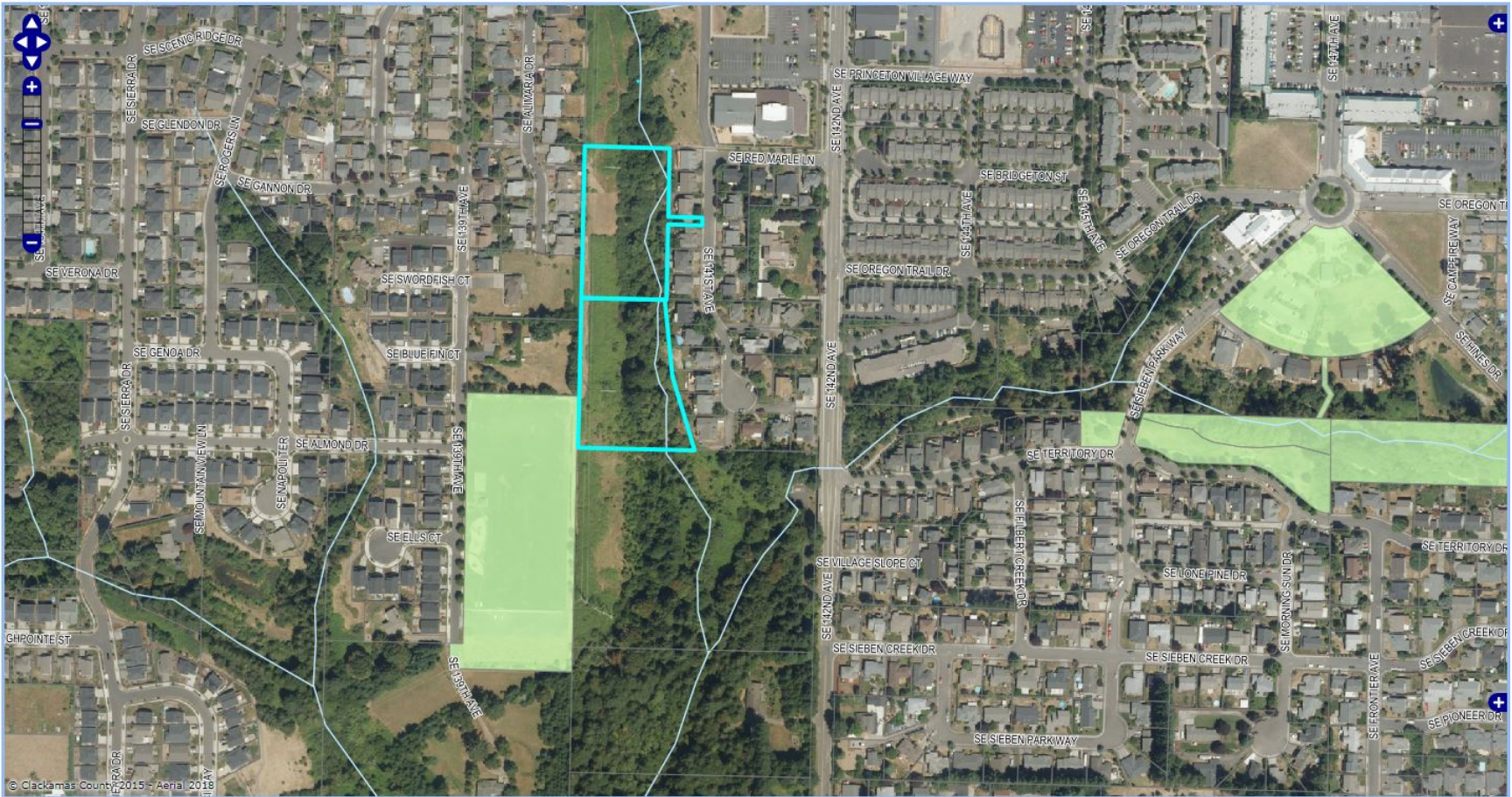
Map 4: Rock Creek Confluence



X:7680375.9914688, Y:647608.6600002 Long:-122.5323255962399, Lat:45.42501221805538

Scale = 1 : 2400

Map 5: Rose Creek Trail



X:7684792.838125, Y:646933.84244444 Long:-122.51506180207569, Lat:45.4234653582721

Scale = 1 : 2400

Map 7: Forest Creek Site

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$3,500.00	\$4,400.00	\$4,500.00	\$1,271.50	\$13,671.50
Travel	\$63.00	\$0.00	\$0.00	\$0.00	\$63.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$7,000.00	\$1,000.00	\$0.00	\$8,000.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$17,600.00	\$4,400.00	\$0.00	\$22,000.00
Subtotal	\$3,563.00	\$29,000.00	\$9,900.00	\$1,271.50	\$43,734.50
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$427.56				\$427.56
Total	\$3,990.56	\$29,000.00	\$9,900.00	\$1,271.50	\$44,162.06
Total Project Value:					\$44,162.06

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 74.70%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 25.30%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
Forest Botanist	\$350.00	10		\$3,500.00

Non-Standard Calculation

Total Salaries/Labor	\$3,500.00
-----------------------------	-------------------

Travel

Standard Calculation

Travel Expense	Employees	Cost/Mile	# of Miles		Total
Site Visits		\$0.35	180		\$63.00

Non-Standard Calculation

Total Travel	\$63.00
---------------------	----------------

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
---------------------------------	---------------

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit		Total
				\$0.00

Non-Standard Calculation

Total Printing	\$0.00
-----------------------	---------------

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit		Total
				\$0.00

Non-Standard Calculation

Total Other	\$0.00
--------------------	---------------

Subtotal Direct Costs	\$3,563.00
------------------------------	-------------------

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
12.00%	\$3,563.00			\$427.56

Total FS Overhead Costs	\$427.56
--------------------------------	-----------------

TOTAL COST	\$3,990.56
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Natural Resources Coordinator	\$400.00	11	\$4,400.00

Non-Standard Calculation

Total Salaries/Labor **\$4,400.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00

Non-Standard Calculation

Total Travel **\$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00

Non-Standard Calculation

Total Equipment **\$0.00**

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Various Native Plants			\$7,000.00

Non-Standard Calculation

Total Supplies/Materials **\$7,000.00**

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Printing **\$0.00**

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
Contract Crews (weed control and planting) (FS share)			\$17,600.00

Non-Standard Calculation

Total Other **\$17,600.00**

Subtotal Direct Costs

\$29,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$29,000.00	\$0.00

Total Coop. Indirect Costs **\$0.00**

TOTAL COST

\$29,000.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Field Lead	\$300.00	15	\$4,500.00

Non-Standard Calculation

Total Salaries/Labor	\$4,500.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Mulch, hand tools, etc.			\$500.00
Beaver caging, bamboo stakes, flagging, etc.			\$500.00

Non-Standard Calculation

Total Supplies/Materials	\$1,000.00
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Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Printing	\$0.00
-----------------------	---------------

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
Contract Crews (weed control and planting) (partner share)			\$4,400.00

Non-Standard Calculation

Total Other	\$4,400.00
--------------------	-------------------

Subtotal Direct Costs	\$9,900.00
------------------------------	-------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	# of Units	Cost/Unit	Total
	\$9,900.00			\$0.00

Total Coop. Indirect Costs	\$0.00
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TOTAL COST	\$9,900.00
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WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor

Standard Calculation

Job Description	Cost/Hour	# of Hours	Total
Volunteer Service	\$25.43	50	\$1,271.50

Non-Standard Calculation

\$0.00

Total Salaries/Labor

\$1,271.50

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
\$0.00				

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
\$0.00				

Non-Standard Calculation

Total Equipment

\$0.00

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
\$0.00			

Non-Standard Calculation

Total Supplies/Materials

\$0.00

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
\$0.00			

Non-Standard Calculation

Total Printing

\$0.00

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
\$0.00			

Non-Standard Calculation

Total Other

\$0.00

Subtotal Direct Costs

\$1,271.50

TOTAL COST

\$1,271.50

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: BCS-NCPRD Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: Retained Receipts Project Mt Hood National Forest
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Tonia Williamson
Requestor Contact Information: twilliamson@ncprd.com 503-742-4357
Department Fiscal Representative: Elizabeth Gomez x4352
Program Name or Number (please specify): _____
Brief Description of Project:

This funding would help the NCPRD Natural Area program implement weed control, planting and plant maintenance within riparian habitats at several natural areas sites within the Clackamas River watershed (Rock Creek and Sieben Creek). Retained receipts from the forest service could help to improve habitat for endangered fish species and improve water quality. NCPRD proposes to plant native vegetation and conduct weed control to increase overstory canopy, decrease erosion and add diversity along the tributaries that flow within these park natural areas. NCPRD has an IGA with WES to partner on management of several WES properties within this same area/creeks and this funding will support this partnership with WES.

Name of Funding (Granting) Agency: United States Forest Service

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

OR

Application Packet Attached: Yes No

Completed By: Tonia Williamson Date: 2/25/2019

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: Fall 2019
CFDA(s), if applicable: _____
Announcement Date: 10/1/2018 Announcement/Opportunity #: _____
Grant Category/Title: Stewardship Retained Receipts USFS Max Award Value: \$34,100-\$45,000
Allows Indirect/Rate: Yes/10% Match Requirement: N/A
Application Deadline: 3/1/2019 Other Deadlines: _____
Grant Start Date: Approx. 2-1-20 Other Deadline Description: _____
Grant End Date: Approx. 2-1-22
Completed By: 7/1/2021
Pre-Application Meeting Schedule: N/A

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

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

The grant will help NCPRD provide better parks and recreation services to our district residents by enhancing the habitat at several of our sites in partnership with Water Environment Services (WES).

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

This funding would help the NCPRD Natural Areas Program to enhance riparian habitat in partnership with WES on natural area properties owned and managed by both agencies. NCPRD and WES enhance natural area habitats to help improve water quality and enhance habitat for wildlife. NCPRD is also interested in providing access to recreational opportunities for citizens.

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

NCPRD has been working in partnership with other community members on this project, each partner is contributing an important element to the sites. Since NCPRD holds many acres of land we are taking this opportunity to help accomplish both our own goals along with the mutual goals of WES, the Watershed Council and Clackamas River Invasive Species Partnership (CRISP) to enhance habitat and improve recreation. The IGA with WES allows NCPRD to partner with WES to improve water quality and habitat at adjacent lands and on WES owned property in addition to provide some limited recreational access. Another partner is the Clackamas River Basin Council, they received funding from PGE to help increase tree canopy to increase shade on the creeks to help lower stream temperature. We are also partnering with CRISP who is helping to conduct inventories of the invasive plants at some of these sites to help prioritize work and learn about specific methods and techniques to conduct control.

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

The objectives of the retained receipts funding and Clackamas Stewardship Partnership are to "enhance ecosystem health and economic viability of local communities within the Clackamas River Basin." NCPRD is committed to a collaborative process that employs stewardship contracting and other innovative tools to meet restoration goals. This proposal is focused on restoration of riparian ecosystems within the Clackamas Watershed.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes the funding will support an existing program, the NCPRD Natural Areas program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

NCPRD has Natural Resources staff who regularly implement restoration projects at District-owned and managed sites, including the site within the WES-NCPRD IGA. NCPRD has applied and received this grant funding in the past and all reimbursements and reporting were completed on time.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

The partnership is primarily composed of NCPRD but other partners are anticipated to be involved, such as WES and CRISP. Each partner has professional natural resources staff focused on watershed health. NCPRD will provide technical guidance on the restoration projects. WES provides funding support through an IGA, but also provides technical guidance and knowledge. CRISP assists to conduct inventories of the invasive plants at some of these sites to help prioritize work and learn about specific methods and techniques to conduct control.

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

At this time this is not a pilot project and we will not fund the employment of any new staff.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted?

If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

N/A

Collaboration

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

Water Environment Services (WES)

Reporting Requirements

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

NCPRD has applied for this grant in the past and has completed the reporting requirements to meet USFS's requirements. Staff will need to submit a reimbursement document and a report documenting project results along with a summary of accomplishments, including photos.

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

At this time we do not have a plan to evaluate grant performance. NCPRD will work toward developing a data source within the grant timeframe.

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

NCPRD will need to submit a reimbursement request to the USFS representative.

Fiscal

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

NCPRD will realize more benefit than this grant will cost to administer.

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

NCPRD General Fund dollars and funding through an IGA with WES will be committed to the projects funded by this grant.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, In-kind, Local Grant, etc.)?

No match is required, but NCPRD will dedicate \$9,000 in resources as match to make this application more competitive.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

This grant represents one-time funding. The sites will be managed by NCPRD staff after restoration efforts have enhanced the site. The enhancement will remove invasive plants and plant native plants. NCPRD maintains sites at a basic level, this restoration will help NCPRD reduce long term costs of management of the site while enhancing the habitat.

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Yes, the grant funds indirect costs, capped at 10%.

Program Approval:

Tonia Williamson, Natural Resources
Coordinator

2/26/2019


Name (Typed/Printed)

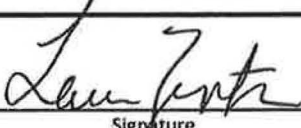
Date

Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Scott Archer, NCPRD Director	2/28/2019	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Laura Zentner, BCS Director	3/4/19	
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
Gary Schmidt	3/7/19	
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda Item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.