

AGENDA

Thursday, August 6, 2015 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-86

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

1. Board Order No. _____ for Boundary Change Proposal CL 15-002, Annexation to Sunrise Water Authority (Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant)
2. Reading and Adoption of a Board Order No. _____ Amending Local Contract Review Board Rules, County Code Appendix C (Stephen Madkour, County Counsel)

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

A. Health, Housing & Human Services

1. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Outpatient Mental Health Treatment, Supported Employment and Crisis Respite Services – *Behavioral Health*
2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Assertive Community Treatment Programs – *Behavioral Health*
3. Approval of a Revenue Agreement with Oregon Department of Education – Youth Development Division – *Children, Youth & Families*
4. Approval of a Subrecipient Agreement with Northwest Family Services for PreventNet Community Schools - Oregon City, Gladstone, and Milwaukie – *Children, Youth & Families*
5. Approval of a Subrecipient Agreement with Todos Juntos, Inc. for PreventNet Community Schools - Rural and Molalla – *Children, Youth & Families*

6. Approval of an Intergovernmental Subrecipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
7. Board Order No. _____ for the Approval of the Clackamas County Social Services Division’s Title VI Civil Rights Plan for Transportation Programs – *Social Services*
8. Approval of an Interagency Agreement between Clackamas County Community Development Division and Social Services Division for the Housing Rights and Resources Program in Clackamas County – *Housing & Community Development*

B. Finance Department

1. Approval of Amendment #1 with Ken Hostetler Construction Inc., for the Silver Oak Building Tenant Improvement Project – Central Utility Processing Connection.

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff’s Office to Enter into an Intergovernmental Agreement with Colton School District for a School Resource Officer for the 2015-2016 School Year - *CCSO*
3. Approval of a Contract Renewal with Corizon Health Inc. at the Clackamas County Jail to Provide Inmate Health Care Services – *CCSO - Purchasing*

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Contract No. 15-SA-11060600-005 with the US Forest Service for Spring Park Natural Area Enhancement Project

V. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval of a Contact with Henderson LLC for Construction of the Happy Valley Park Stream Stabilization Project - *Purchasing*
2. Approval of a Personal Services Contract for Clackamas County Service District No. 1 with Barney & Worth, Inc. for Public Affairs Consulting Services - *Purchasing*
3. Approval of a Personal Services Contract for Tri-City Service District with Barney & Worth, Inc. for Public Affairs Consulting Services - *Purchasing*

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. www.clackamas.us/bcc/business.html



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

August 6, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Approval of Annexation to Sunrise Water Authority

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Safety Impact	Not Applicable
Duration	Perpetual
Previous Board Action	None
Contact Person	Chris Storey, Assistant County Counsel 503 742 4623 Ken Martin, Boundary Change Consultant - 503 222-0955
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a water authority. Sunrise Water Authority is such a district.

Proposal No. CL 15-002 is a proposed annexation to Sunrise Water Authority.

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

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

This proposal was initiated by a consent petition of the owners of all of the property to be annexed. The petition meets the requirement for initiation set forth in ORS 198.857, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a)

(lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally on the eastern edge of the District within the City of Happy Valley. The territory contains 20.31 acres, one single family dwelling, a population of 2 and is valued at \$4,957,898.

REASON FOR ANNEXATION:

The property owners desire annexation to provide water service to facilitate development (in conjunction with an adjacent lot to the north already within the Water Authority) of approximately 200,000 square feet of commercial space and 168 multi-family units.

CRITERIA:

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

Sunrise Water Authority is the provider of water service to the City of Happy Valley.

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

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

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

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

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;

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

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

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the City of Happy Valley's Comprehensive Plan. No concept plans cover this area.

Attached to the staff report is a draft board order with proposed findings in response to the above criteria, that if adopted would allow for the annexation of the area into the Sunrise Water Authority.

RECOMMENDATION:

Staff recommends approval of Proposal No. CL-15-002, annexation to Sunrise Water Authority consistent with the findings as set forth in the draft board order.

Respectfully submitted,

Chris Storey
Assistant County Counsel

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

In the Matter of Approving
Boundary Change Proposal
No. CL 15-002

} ORDER NO. _____

WHEREAS, this matter coming before the Board at this time, and it appearing that all of the owners of the land in the territory to be annexed have petitioned to annex the territory to Sunrise Water Authority;

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

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

WHEREAS, it further appearing that this matter came before the Board for public hearing on August 6, 2015 and that a decision of approval was made on August 6, 2015;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 15-002 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Sunrise Water Authority as of August 6, 2015.

DATED this 6th day of August, 2015.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board hereby finds:

1. The territory to be annexed contains 20.31 acres, one single family dwelling, a population of 2 and is valued at \$4,957,898.
2. The property owners desire annexation to provide water service to facilitate development (in conjunction with an adjacent lot to the north already within the Water Authority) of approximately 200,000 square feet of commercial space and 168 multi-family units.
3. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

Sunrise Water Authority is the provider of water service to the City of Happy Valley.

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

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

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

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

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;

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

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

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in Finding No. 6. No concept plans cover this area.

4. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

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

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

5. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains

the following Goal:

POLICIES

Water

* * *

- 15.0 Require water purveyors in urban areas to coordinate the extension of water services with other key facilities, i.e., transportation, sanitary sewers, and storm drainage facilities, necessary to serve additional lands.
6. The City of Happy Valley's Comprehensive Plan identifies this area as Mixed Commercial Center and Mixed Use Residential. Zoning is MCC – Mixed Commercial Center and MUR-M – Mixed Use Residential Multi-family. The proposed development is generally compatible with the existing planning and zoning designations and the extension of water service is necessary for the development to proceed.
 7. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to water service in this area of Clackamas County.
 8. The area to be annexed is within Clackamas County Service District No. 1. The District has 8 inch sewer lines available to serve the area in SE 172nd Avenue and Sunnyside Road.
 9. The territory to be annexed is adjacent to the Sunrise Water Authority and the Authority has 18-inch water lines in SE 172nd Avenue and in Sunnyside Road.
 10. The area receives police service from the City of Happy Valley which contracts with the Clackamas County Sheriff's Department.
 11. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation.
 12. The area to be annexed is within the North Clackamas County Parks & Recreation District.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 3 & 7 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes that the balance of the City of Happy Valley is served by the Sunrise Water Authority and no other entity has the capability of serving this site.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County's Comprehensive Plan and Happy Valley's Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District has service available to the area to be annexed as noted in Finding No. 9. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050(B)(2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

EXHIBIT "B"
LEGAL DESCRIPTION
SUNRISE WATER AUTHORITY ANNEXATION
City of Happy Valley, Oregon
March 16, 2015

(SUNRISE WATER AUTHORITY ANNEXATION)

A tract of land located in the Northwest one-quarter of Section 6, Township 2 South, Range 3 East, Willamette Meridian, City of Happy Valley, Clackamas County, Oregon, said tract being a portion of those tracts of land as described by Statutory Warranty Deed to JS-4 Investments, LLC recorded July 13, 2004 as Document No. 2004-064326, Clackamas County Deed Records, and Statutory Warranty Deed to Sunnyside 172nd LLC, an Oregon Limited Liability Company recorded January 05, 2009 as Document No. 2009-000216, Clackamas County Deed Records, and also, Special Warranty Deed –Statutory Form to Sunnyside 172nd LLC, an Oregon Limited Liability Company recorded October 25, 2004 as Document No. 2004-098189, Clackamas County Deed Records, said tract being more particularly described as follows:

Beginning at a point at the Southwest corner of said Document No. 2004-064326, being a found 5/8 inch iron rod with yellow plastic cap inscribed "Centerline Concepts Inc.";

Thence North 00°25' 12" East along the west line of said Document No. 2004-064326, 24.54 feet to the southwest corner that tract of land as described by Warranty Deed to Roy A. Park and Francine Park, Recorded October 27, 1960 as Book 578, Page 797 Clackamas County Deed Records;

Thence North 89°58'54" East, along the south line of said Book 578, page 797, passing through a 1 inch iron rod at 178.83 feet and passing through a stone with "V" notch at 1370.98 feet, and the easterly extension thereof 1400.98 feet, to the east right-of-way line of SE 172nd Avenue (County Road 494);

Thence South 00°27'35" West along said east right-of-way line, 168.64 feet to the intersection with the east right-of-way SE 172nd Avenue per Permanent right-of-way Easement for Road Purposes, Recorded July 20, 2007 as Document No. 2007-063590, Clackamas County Deed Records;

Thence South $06^{\circ}46'55''$ East, along said east right-of-way line, 64.27 feet to the intersection with the south line of that tract of land described by Quitclaim Deed to Scott B. Schlimpert and Michelle Schlimpert, Recorded on January 6th, 1994 as Document No. 94-01395, Clackamas County Deed Records;

Thence South $89^{\circ}50'02''$ East, along the said south line, 11.82 feet to the intersection with the east right-of-way line of SE 172nd Avenue per Permanent right-of-way Easement for Road Purposes, Recorded October 29, 2007 as Document No. 2007-092683, Clackamas County Deed Records;

Thence leaving said south line South $00^{\circ}40'16''$ West, along said east right-of-way line and the southerly extension thereof, 499.58 feet to the intersection with the easterly extension of the southerly right-of-way line of SE Sunnyside Road (Milwaukie-Foster Road) (County Road 96 and 102);

Thence North $76^{\circ}45'28''$ West, along the said southerly right-of-way line and the easterly extension thereof, 856.05 feet to an angle point at station 8+00.00 on said southerly right-of-way line per Oregon State Highway Department Map, Rock Creek Section Sunnyside Road, DRG. NO. 10C-25-17, Clackamas County, Oregon;

Thence continuing along said southerly right-of-way line per said DRG. NO. 10C-25-17 North $81^{\circ}16'51''$ West, 507.23 feet to a point of spiral at station 13+04.62;

Thence continuing along said southerly right-of-way line and a 70.00 foot offset spiral curve (the long chord of which bears $N78^{\circ}00'03''W$, 268.63 feet) to the intersection with the southerly extension of the west line of said Document No. 2004-098189;

Thence North $00^{\circ}22'37''$ West, along the said west line, 376.99 feet to the Northwest corner of said Document No. 2004-098189;

Thence North $89^{\circ}37'23''$ East, along the north line of said Document No. 2004-098189, 186.54 feet to the Point of Beginning;



The tract of land to which this description applies contains 20.31 acres, more or less.

The legal description and the Basis of Bearings thereof is based upon Record of Survey Recorded as SN 27599, Clackamas County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

John T. Campbell
OREGON
JULY 15, 2003
JOHN T. CAMPBELL
60070 LS

EXPIRES: 12-31-15



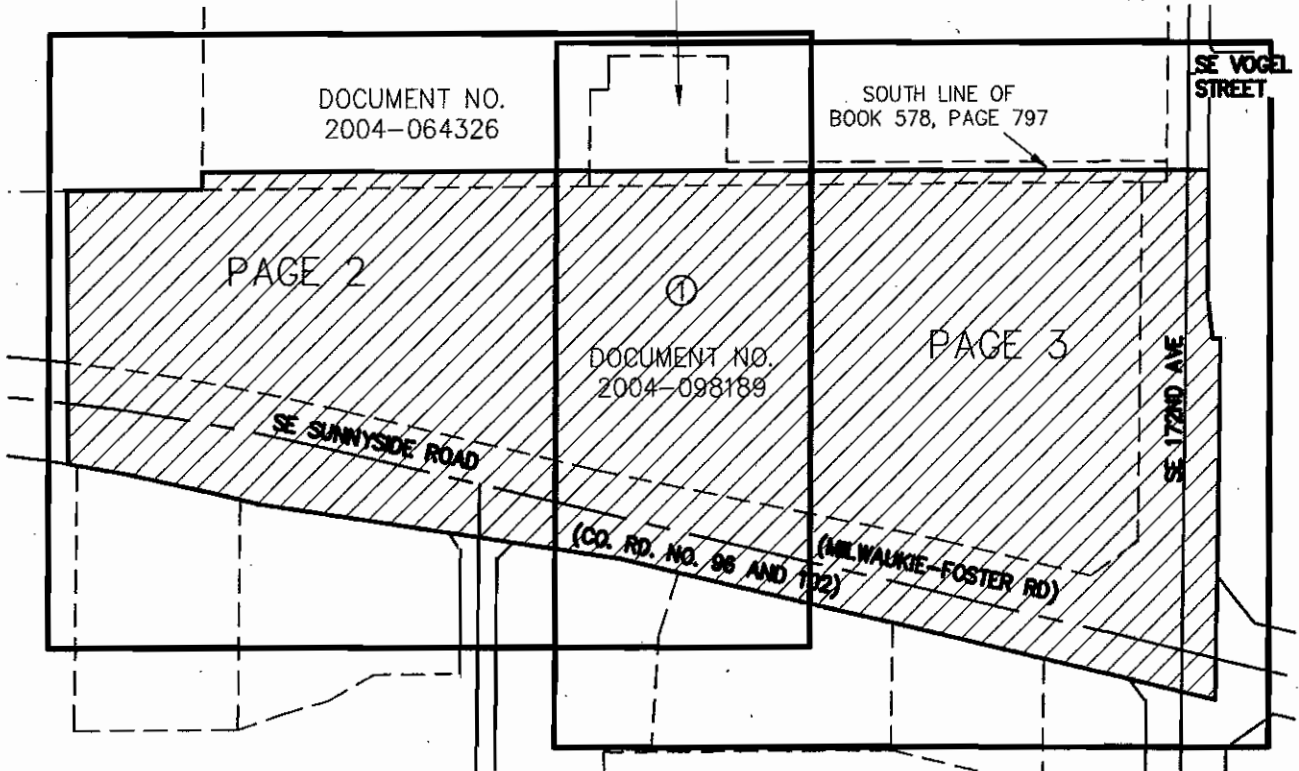
EXHIBIT "C"
SUNRISE WATER AUTHORITY ANNEXATION
COVER SHEET

TOWNSHIP 2 SOUTH, RANGE 3 EAST, NORTHWEST
 ONE-QUARTER OF SECTION 6, WILLAMETTE MERIDIAN
 CLACKAMAS COUNTY, OREGON

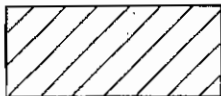


DOCUMENT NO.
2009-000216

SCALE
1" = 250'



LEGEND



① SUNRISE WATER AUTHORITY ANNEXATION
± 20.31 ACRES.



**Harper
 Houf Peterson
 Righellis Inc.**

ENGINEERS • PLANNERS
 LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

TAS-02 KMB 03/16/2015 PAGE 1 OF 3

SEE ATTACHED LEGAL
 DESCRIPTION

EXHIBIT "C"
SUNRISE WATER AUTHORITY
ANNEXATION

TOWNSHIP 2 SOUTH, RANGE 3 EAST, NORTHWEST
 ONE-QUARTER OF SECTION 6, WILLAMETTE MERIDIAN,
 CLACKAMAS COUNTY, OREGON



SCALE
 1" = 150'

DOCUMENT NO.
 2009-000216

NW CORNER
 DOCUMENT NO.
 2004-098189

SW CORNER OF
 BOOK 578, PAGE 797
 DOCUMENT NO.
 2004-064326

FOUND 1" IRON ROD
 PER SN 1913-004

SOUTH LINE OF
 BOOK 578, PAGE 797

13071
 SE 172ND AVE
 23E06BA-1200

N00°25'12"E
 24.54'

N89°58'54"E 1400.98'

N89°37'23"E
 186.54'

178.83'

23E06BA-1290

1192.15'

POINT OF BEGINNING

SOUTHWEST CORNER OF DOCUMENT NO.
 2004-064326 FOUND 5/8" IRON ROD
 WITH YELLOW PLASTIC CAP INSCRIBED
 "CENTERLINE CONCEPTS INC"

DOCUMENT NO.
 2004-098189

16957 SE SUNNYSIDE ROAD
 23E06B-100

N00°22'37"W
 376.99'

WEST LINE
 DOCUMENT NO.
 2004-098189

SE SUNNYSIDE ROAD

(MILWAUKEE-FOSTER RD)
 (CO. RD. NO. 96 AND 102)

70.00 FOOT
 OFFSET SPIRAL
 LC=N78°00'03"W
 268.63'

N81°16'51"W 507.23'

POINT OF SPIRAL
 STA: 13+04.62 PER ODOT MAP
 DRG. NO. 10C-25-17

STA: 8+00.00 PER
 ODOT MAP DRG NO.
 10C-25-17

N76°45'28"W
 856.05'

SEE PAGE 3

LEGEND

- ① SUNRISE WATER AUTHORITY ANNEXATION
 ± 20.31 ACRES



Harper
Houf Peterson
Righellis Inc.

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205 SE Spokane Street, Suite 200, Portland, OR 97202
 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

TAS-02 KMB 03/13/2015 PAGE 2 OF 3

SEE ATTACHED LEGAL
 DESCRIPTION

EXHIBIT "C"
SUNRISE WATER AUTHORITY
ANNEXATION

TOWNSHIP 2 SOUTH, RANGE 3 EAST, NORTHWEST
 ONE-QUARTER OF SECTION 6, WILLAMETTE MERIDIAN
 CLACKAMAS COUNTY, OREGON

DOCUMENT NO.
2009-000216

13071 SE 172ND AVE
23E06BA-1200

SOUTH LINE OF
BOOK 578, PAGE 797

FOUND "V" NOTCH IN STONE
PER SN 1913-004

**SE VOGEL
STREET**

1192.15' 23E06BA-1290

30'

30'

S00°27'35"W
168.64'

DOCUMENT NO.
90-01395

S06°46'55"E
64.27'

DOCUMENT NO.
2007-063590

S89°50'02"E
11.82'

DOCUMENT NO.
2004-098189

16957 SE SUNNYSIDE ROAD
23E06B-100

①



SCALE
1" = 150'

SE 172ND AVENUE

(CO. RD. NO. 484)

DOCUMENT NO.
2007-092683

S00°40'16"W 499.58'

VARIES

SEE PAGE 2

SE SUNNYSIDE ROAD
(MILWAUKEE-FOSTER RD)
(CO. RD. NO. 98 AND 102)

N76°45'28"W 856.05'

STA: 8+00.00 PER
ODOT MAP DRG NO.
10C-25-17

LEGEND

① SUNRISE WATER AUTHORITY ANNEXATION
± 20.31 ACRES



**Harper
Houf Peterson
Righellis Inc.**

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TAS-02 KMB 03/16/2015 PAGE 3 OF 3

SEE ATTACHED LEGAL
DESCRIPTION



2

OFFICE OF COUNTY COUNSEL

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

August 6, 2015

Stephen L. Madkour
County Counsel

Board of County Commissioner
Clackamas County

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Members of the Board:

Reading and Adoption of a Board Order Amending Local Contract
Review Board Rules (County Code Appendix C)

We are here to present the attached proposed amendment to Appendix C of the County Code which contains the Local Contract Review Board Rules (LCRB Rules). These are the public contracting rules adopted by the County.


Changes to the LCRB Rules are adopted by Board Order upon a single reading, which may be a reading by title only.

During the time period August 24, 2015 to September 8, 2015 the Board of County Commissioners will not be holding regular meetings. In the absence of the regular Board meetings, we request that the County Administrator be given authority to sign all contracts and contract amendments that would otherwise be signed by the Board. Delegation of the Board's contract signing authority to the County Administrator will allow for continuation of regular business matters without delay. The time period for this delegation of authority would be only from August 24, 2015 to September 8, 2015. The County Administrator will report to the Board on September 10, 2015 regarding any contracts entered during the specified time period.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners conduct a single reading, by title only, and then approve the Board Order amending the Local Contract Review Board Rules.

Sincerely,



Stephen L. Madkour
County Counsel

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

In the Matter of Amending Local
Contract Review Board Rules,
Appendix C of the Clackamas
County Code



Order No.

This matter coming regularly before the Board of County Commissioners,
and it appearing that;

WHEREAS, on August 21, 2014, the Board of County Commissioners adopted Board Order No. 2014-84 which amended the Local Contract Review Board Rules, incorporated into the County Code as Appendix C; and

WHEREAS, it is now necessary to temporarily amend those rules to provide additional authority to the County Administrator to sign contracts, during a period of time when the Board will not have regularly scheduled meetings;

Now, therefore, it is hereby ordered as follows:

Section 1: Section C-050-0100(2)(c) of Appendix C is hereby amended to read as follows:

C-050-0100 Delegation of Authority to Sign Contracts and Amendments.

(2) Authority to Sign Contracts and Contract Amendments.

(c) For the period of **August 24, 2015 through September 8, 2015**, the Board of County Commissioners delegates authority to the County Administrator to sign all contracts or contract amendments. The County Administrator will report to the Board of County Commissioners on Thursday, September 10, 2015 at the regularly scheduled Business Meeting, regarding any contracts signed by the County Administrator during this time period.

DATED this 6th day of August, 2015

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

COPY

August 6, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Agency Service Contract with
 Cascadia Behavioral Healthcare for Outpatient Mental Health Treatment,
Supported Employment and Crisis Respite Services

Purpose/Outcomes	To provide outpatient mental health treatment, supported employment and crisis respite to people who are Oregon Health Plan (OHP) members capitated to Clackamas County.
Dollar Amount and Fiscal Impact	The contract does not contain an upper limit; expenditures are controlled by Behavioral Health Division staff who pre-authorize and monitor services on an on-going basis.
Funding Source	Oregon Health Authority - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates June 30, 2016
Previous Board Action	The previous agreement was approved by the Board of County Commissioners on July 10, 2015 Agenda item: 091814-4A2
Contact Person	Jill Archer, Director – Behavioral Health Division - 742-5336
Contract No.	7213

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with Cascadia Behavioral Healthcare for supported employment and crisis respite services.

- Supported Employment is a program intended to promote rehabilitation and a return to productive employment. The Supported Employment program uses a team approach to engage and retain clients in treatment and provide the supports necessary to ensure success at the workplace.
- Crisis respite provides 24-hour, 365 days per year services for County consumers needing a temporary increase in structure, intervention and support to stabilize and maintain in the community setting.

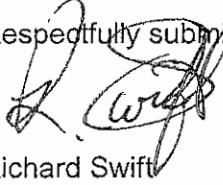
Such services are provided to persons enrolled in services through Clackamas County Behavioral Health Division.

The contract is effective July 1, 2015 and continues through June 30, 2016. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over the text "Respectfully submitted,".

Richard Swift

AGENCY SERVICE CONTRACT

Contract # 7213

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and Cascadia Behavioral Healthcare hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide supported employment and crisis respite as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2015** and shall terminate **June 30, 2016** unless terminated by one or both parties as provided for in paragraph 6.0 below.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C, Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until AGENCY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least six (6) years or such period as may be required by applicable law, following final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American

Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit D, paragraph 9. Compliance with Applicable Law, attached hereto and incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.

4.4 Independent AGENCY. AGENCY certifies that it is an independent AGENCY and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

5.0 General Conditions

5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this contract.

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this contract.

If AGENCY is a public body, AGENCY's liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, AGENCY shall maintain in force, at its own expense, each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$3,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, "Symbol 1" 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 \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$3,000,000 general annual aggregate for malpractice or errors and omissions coverage 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.

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

5.2.5 Additional Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by AGENCY 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.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

5.2.9 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personam jurisdiction of said courts.

5.4 Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

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

5.6 Waiver. The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

5.8 Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:

5.9.1 AGENCY shall:

- a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
- b) Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
- c) Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
- b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.5 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.9.6 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. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.10 Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.

5.11 Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.

5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

6.0 Termination

6.1 Termination Without Cause. This contract may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing or delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this contract effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

6.2.2 The termination, suspension or expiration of the HealthShare Risk Accepting Entity Agreement.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and AGENCYS declared ineligible under statutory authority other

than Executive Order No. 12549. COUNTY shall require all AGENCYS with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of this contract. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6.4 Transition. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7.0 Notices

If to AGENCY:

Cascadia Behavioral Healthcare
PO Box 8459
Portland, OR 97207

If to COUNTY:

Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, #154
Oregon City, OR 97045

This contract consists of six (6) sections plus the following exhibits and attachments which by this reference are incorporated herein:

Exhibit A	Definitions
Exhibit B	Scopes of Work
Exhibit C	Compensation
Exhibit D	Statement of General Conditions
Attachment 1	Clinical Guidelines for Respite

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

CASCADIA BEHAVRIOAL HEALTHCARE

By: _____
Derald Walker, CEO/President

Date
847 NW 19th – Suite 100/ PO Box 845
Street Address Mailing Address
Portland, Oregon 97207
City/State/Zip
(503)238-0769 (503)963-7766
Phone / Fax

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Interim Director
Health, Housing and Human Services Department

Date

COPY

Richard Swift
 Interim Director

August 6, 2015

Board of Commissioners
 Clackamas County

Members of the Board:

Approval of an Agency Service Contract with
 Cascadia Behavioral Healthcare for
Assertive Community Treatment Programs

Purpose/Outcomes	To provide Assertive Community Treatment programs for people who are Oregon Health Plan (OHP) member's capitated to Clackamas County.
Dollar Amount and Fiscal Impact	The contract maximum is \$580,000.
Funding Source	Oregon Health Authority - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	The previous agreement was approved by the Board of County Commissioners on June 26, 2014 - agenda item 062615-4A18
Contact Person	Jill Archer, Director – Behavioral Health Division - 742-5336
Contract No.	7216

BACKGROUND:

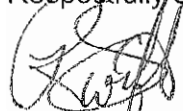
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Assertive Community Treatment (ACT) programs. ACT programs are for adults who have not responded well to traditional outpatient mental health services. Services include assessments, psychiatric services, case management, employment and housing assistance, family support and education, substance abuse services, etc. for persons enrolled in services through Clackamas County Behavioral Health Division. The Behavioral Health Division has partnered with Cascadia Behavioral Healthcare for behavioral health services since 2007. This contract is a continuation of these services.

AGENCY will be paid a total of \$580,000 less any revenue from Medicare, open card or other third party payers. The contract is effective July 1, 2015 and continues through June 30, 2016. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,


 Richard Swift

AGENCY SERVICE CONTRACT

Contract # 7216

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **Cascadia Behavioral Healthcare**, hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide Non-fidelity Assertive Community Treatment programs as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2015** and shall terminate **June 30, 2016** unless terminated by one or both parties as provided for in paragraph 6.0 below.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C, Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until AGENCY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least six (6) years or such period as may be required by applicable law, following final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

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3.4.2 COUNTY conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit D, paragraph 9. Compliance with Applicable Law, attached hereto and incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

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5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this contract.

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this contract.

If AGENCY is a public body, AGENCY's liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

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AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$3,000,000 general annual aggregate for malpractice or errors and omissions coverage 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.

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5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by AGENCY 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.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

5.2.9 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personal jurisdiction of said courts.

5.4 Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

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

5.6 Waiver. The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

5.8 Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:

5.9.1 AGENCY shall:

- a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
- c. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- a. for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
- b. for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.5 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.9.6 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. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.10 Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.

5.11 Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.

5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

6.0 Termination

6.1 Termination Without Cause. This contract may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing or delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this contract effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

6.2.2 The termination, suspension or expiration of the HealthShare Risk Accepting Entity Agreement.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and AGENCYS declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYS with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific

provisions of this contract. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6.4 Transition. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7.0 Notices

If to AGENCY:

If to COUNTY:

Cascadia Behavioral Healthcare
847 NE 19th – Suite 100
Portland, OR 97207

Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, #154
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits and attachments which by this reference are incorporated herein:

- | | |
|-----------|---------------------------------|
| Exhibit A | Definitions |
| Exhibit B | Scopes of Work |
| Exhibit C | Compensation |
| Exhibit D | Statement of General Conditions |

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

CASCADIA BEHAVIORAL HEALTHCARE

By: _____
Derald Walker, CEO/President

Date
847 NW 19th – Suite 100 / Box 8459

Street Address
Portland, OR 97207

City/State/Zip
(503) 963-7766 (503) 963-7711

Phone / Fax

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Interim Director
Health, Housing and Human Services Department

Date

COPY

Richard Swift
Interim Director

August 6, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Revenue Agreement with
Oregon Department of Education – Youth Development Division

Purpose/Outcomes	Funding for PreventNet Community Schools at seven school sites throughout Clackamas County. Services include resources and academic support for approximately 270 at-risk students.
Dollar Amount and Fiscal Impact	\$670,000 will fund this program for the 2015 – 2017 biennium No County General Funds are involved
Funding Source	Oregon Department of Education – Youth Development Division
Safety Impact	N/A
Duration	Effective July 1, 2015 and terminates on June 30, 2017
Previous Board Action	N/A
Contact Person	Korene Mather 503-650-5683
Contract No.	7325

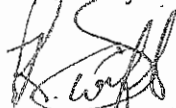
BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with Oregon Department of Education, Youth Development Division in the amount of \$670,000. The majority of funds will be sub-contracted to non-profit service providers to provide academic support and resources to at risk students and their families at seven PreventNet Community School sites throughout Clackamas County. Those sites are Baker Prairie Middle School (Canby), Cedar Ridge Middle School (Sandy), Estacada Junior High (Estacada), Rex Putman High School (Milwaukie), Kraxberger Middle School (Gladstone), Gardiner Middle School (Oregon City) and Molalla River Middle School (Molalla). No County General funds are involved in this contract. This revenue agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Interim Director



Oregon Department of Education

Kate Brown, Governor

Youth Development Division

255 Capitol St NE

Salem, OR 97310

Voice: 503-947-5600

Fax: 503-378-5156

Youth Development Council 2015 – 2017 Biennium Program Performance Agreement

This program performance agreement is between the State of Oregon, acting by and through the Department of Education, Youth Development Division hereafter called Agency, and Clackamas County, acting by and through its Health, Housing & Human Services Department, Children, Youth & Families Division, hereafter called Grant Recipient.

Statement of Work: Grant Recipient shall perform the work as set forth outlined in Logic Model Sheet 3 of the respective attached project file detailing input, output, and outcome expectations, including any modifications made during the negotiations process.

Budget: Grant Recipient shall perform the statement in of work in accordance with the project budget outlined in Logic Model Sheet 4 of the respective attached project file, including modifications made during the negotiations process.

Grant Award

\$350,000.00

Project File

Attachment A: PreventNet Community Schools – Rural

Reporting: Grant Recipients shall provide quarterly expenditure reports and program reports to track progress in meeting project deliverables.

Monitoring: YDD Grant Manger shall conduct at least one monitoring site visit during the project period.

Reimbursement: Quarterly reimbursements are subject to approval by YDD Grant Manager based on the review of expenditure and program reports. The YDD may withhold a quarterly reimbursement, or a portion of the quarterly reimbursement should a Grant Recipient fail to adequately meet the input, output, and outcome expectations outlined in the respective statement of work.

Promotional materials and media interviews: Awardee must acknowledge the Youth Development Council as a funding source when giving interviews regarding the program, or in written materials describing service of funding partners.

Grant Recipient

Signing on Behalf of the Board:

Richard Swift, Interim Director
Clackamas County Health, Housing & Human Services
Printed Name and Title

Date

Signature

Date

Agency

Printed Name and Title

Date

Signature

Date

Enclosed Attachment A

Clackamas County Children, Youth & Families Division – PreventNet Community Schools – Rural

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Application Cover Sheet (Maximum 1 page)

Project Name: PreventNet Community Schools – Rural

- Baker Prairie Middle School – Canby
- Cedar Ridge Middle School – Sandy
- Estacada Junior High – Estacada

Contact Person: Rodney Cook
Affiliation: Clackamas County Children, Youth & Families Division
Address: 2051 Kaen Rd
Phone Number: 503-650-5678
Email: rodc@clackamas.us

Grant Tier: Youth and Community Grant Tier I

Grant Amount: \$175,000/\$350,000 (2-year)

Application Checklist

Please note that in response to requests from community partners, the Youth and Community Grant Application Form has a maximum limit of 13 pages (not including the cover sheet).

Be sure to include each of the following in the final community application:

- A completed application cover sheet (*maximum 1 page*)
- A completed indicators of need sheet (*maximum 1 page*)
- A completed equity sheet (*maximum 2 pages*)
- A completed definition of need sheet (*maximum 2 pages*)
- A completed logic model graphic (*maximum 1 page*)
- A completed logic model, sheets 1-4 (*maximum 7 pages*)

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Indicators of Need Sheet (Maximum 1 page)

Indicators of Need exist within the Rural community that demonstrate application eligibility

Indicator	X	Rate/Percent
Required Indicators of Need:		
Minority student population as a percent of all students above the statewide average	X	Baker Prairie MS: 35% *Hispanic/Latino Population also higher than State at 30% vs. 22%
Free and reduced price lunch eligible students as a percent of all students above the statewide average	X	Estacada Jr. High: 55%
Number of homeless students (in the district) as a percent of district enrollment above the statewide average	X	Canby SD: 5.29
Students with disabilities as a percent of all students above the statewide average	X	CRMS: 15% EJH: 16%
Limited English proficient students as a percent of all students above the statewide average	X	BPMS: 26%
Disparities in graduation rates, completion rates, dropout rates, attendance rates, or school performance scores between all students and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities	X	Disparities at both district and school levels for all 3 Rural sites (graduation, dropout, attendance, school performance, especially LEP, Disability, Hispanic populations.
Juvenile referral rate in the juvenile justice system as a percent of all youth above the statewide average	X	Canby area rate: 1.8% (CCJD) Sandy area: 1.9%
Disparities in juvenile referral rates between all youth and those who are economically disadvantaged, limited English proficient, or underserved races/ethnicities		
Other Indicators of Need:		
Four-year graduation rate or five-year graduation rate below the statewide average	X	Estacada SD: 4yr-28%, 5yr-40% Oregon Trail SD: 4yr-69%
Attendance rates of students below the statewide average	X	CRMS: 82% EJH: 79%
Drop-out rate above the statewide average	X	Estacada SD: 23%
Percent of students meeting or exceeding on statewide assessments in reading below the statewide average	X	BPMS: 69% CRMS: 64%
Percent of students meeting or exceeding on statewide assessments in math below the statewide average	X	BPMS: 64% CRMS: 59% EJH: 51%
Percent of students meeting or exceeding on statewide assessments in science below the statewide average	X	CRMS: 64%
Opportunity Youth rates above the statewide average		

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Equity (Maximum 2 pages)

Please describe how the organizations and individuals involved in the Collective Impact approach are reflective of the population in need of programs and services in the community.

A broad range of organizations and individuals that reflect the diversity of the community have participated in the planning, implementation, and ongoing development of the PreventNet Community Schools system to create better access to resources for underserved populations. Primary partners in this effort include the Positive Youth Development Collective (PYDC) leaders and its backbone organization Children, Youth & Families Division (CYF). Collective members represent a variety of communities across the county and their agencies/organizations offer an extensive array of services, programs, and resources.

Several groups act in an advisory capacity to the PYDC. One of these is the Diversity Leadership Council (DLC), whose members are appointed by the Board of County Commissioners and represent Hispanic, Black/African American, Russian, transgendered, low income, and disabled communities and families in Clackamas County. DLC advises on community equity issues for specific populations, and provides feedback on Cultural Competency Self Assessments/Action Plans completed by CYF nonprofit contractors. Another advisory group is the Hispanic Interagency Network Team (HINT), a coalition of practitioners serving Latino populations in Clackamas County that provides insight into issues faced by Latino/Hispanic populations.

There are four local community prevention coalitions that also contribute to the effort by monitoring youth substance use/abuse trends and offering drug and alcohol prevention activities at the PreventNet sites. Members of these coalitions represent all community sectors, including law enforcement, faith, media, school, health, government, students, parents, civic/fraternal groups, business, city, and non-profits.

Please describe if the community being served has a disproportionately high percentage of the population made up of traditionally underserved individuals.

Underserved populations at the Rural PreventNet sites include minority students, students qualifying for free/reduced lunch, homeless students, students with disabilities, and students with limited English proficiency. The demographic breakdown of Baker Prairie MS in Canby includes 35% minority population, most of which is Latino/Hispanic (30%), and 26% have limited English proficiency. In addition, the Canby school district has the largest homeless student population in Clackamas County (5.29%). In Estacada, more than half of the student population at the Jr. High are economically disadvantaged, and 15% and 16% of students at Cedar Ridge MS/Sandy and Estacada Jr. High (respectively) have disabilities. The PreventNet system is designed to target underserved students and improve their access to community resources and services, increase school attachment, reduce disparities in school performance and achievement.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts have the appropriate culturally specific approaches.

The PreventNet System and the PYDC in Clackamas County incorporate culturally-specific approaches in a number of ways. Each site is operated by culturally responsive nonprofit agencies, whose staff work with school personnel and use student data to identify students most in need of assistance and provide them with the holistic support they need to improve school success. Students and their families are connected to homework help and tutoring, prevention/early intervention services, basic needs resources, and other services as necessary. Youth progress is monitored closely through regular communication with the students and those working with them. Individual goals are identified and potential barriers to their success are discussed and problem-solved. Integration of PreventNet into the school setting ensures that services are provided in ways that are responsive to the specific needs of youth and their families, and the mutually reinforcing activities offered by PYDC partners are available in both English and Spanish and delivered in a variety of ways and settings so that they are accessible to those who need them.

PYDC capacity to provide equitable services is also built through some members' participation on Health Share of Oregon's Cultural Competence Workgroup and the State's DELTA (Developing Equity Leadership through Training and Action) program in order to access and integrate state-of-the-art culturally responsive strategies. Additionally, Clackamas County Children,

Youth and Community

Clackamas County PreventNet Community Schools

Rural

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Youth & Families Division, the backbone organization for PYDC, uses the National Standards for Culturally and Linguistically Appropriate Services as a blueprint for the development of new strategies.

Please describe how the mutually reinforcing activities of the Collective Impact community efforts are structured to specifically address disparities in outcomes seen between youth.

School report card data clearly demonstrate the disparities in achievement for sub-populations in every school and district in Clackamas County. Addressing these disparities is a major focus of the PreventNet and its integration into the school environment provides an ideal structure to accomplish this. At the direct-service level, disparate outcomes are addressed by specifically targeting high risk youth and connecting them to school and community supports to improve academic outcomes. To facilitate youth success at the community level, PYDC advocates for policies that promote equity, establishes child and youth outcomes that emphasize equity and achievement and shares accountability for these, uses data to identify inequities and effective solutions, and promotes a shared vision that reflects an understanding of equity.

Please describe whether or not the organizations contributing mutually reinforcing activities designed to support traditionally underserved individuals have demonstrated results in reducing disparities in outcomes.

The PreventNet Community School System targets youth most at risk of disengaging from school and dropping out, incorporating a holistic approach that improves academic success by increasing school attachment, addressing behavioral issues, and promoting positive peer and adult relationships. Over the years, successful activities have included Latina/Latino cultural groups, multi-cultural events and clubs, culturally specific drug/alcohol groups, culturally specific parent engagement events organized by minority students. Individualized services include mentoring, homework help, and care coordination, which is orchestrated by connecting youth and/or their families to services provided by Collective partners, including physical, mental, and behavioral health, and an array of social services and interventions. PreventNet has consistently demonstrated 80-90% success rates for core youth, and principals, counselors, and teachers attest to the program's success in leveling the playing field for at-risk and high-risk students.

Some of the equity initiatives and successes of PYDC partners include:

- The Behavioral Health Division successfully launched the first Spanish-language Mental Health First Aid training in the region, and is working with a local non-profit organization to train the Latino service provider community to identify and support persons with mental health issues and to reduce the stigma associated with mental health. BH has also funded culturally-specific treatment providers specifically for outreach and engagement services to underserved population – for example, Asian Health and Service Center is partnering with the North Clackamas School District to develop outreach strategies to connect more individuals to culturally-appropriate prevention and treatment.
- The Juvenile Department received a grant to address disproportionality of Latino youth not being afforded equal access to Diversion alternatives. At the time, none of the 11 City Diversion Panels offered bilingual/bicultural services to Latinos and CCJD responded by creating two bilingual/bicultural Diversion Panels in two communities. Within the grant period, the disproportionality rate was eliminated and the program was sustained by adding a contractual requirement that the non-profit agencies that coordinate Diversion services ensure equitable access. Six years later, the program Diversion Panels continue to serve Latino youth eligible for Diversion services.
- Northwest Family Services offered two community-wide equity trainings provided by the Diversity Resource Group. Along with many community members, all NWFS staff participated and each department continues to assess and improve its equity practices. As a provider of PreventNet services, NWFS is responsive to individual needs and when necessary, culturally specific staff members work with youth and family participants.

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Definition of Need Sheet (Maximum 2 pages)

What is the social problem?

Using a combination of quantitative and qualitative descriptive factors, please describe the social problem that exists in the community. This description should provide detailed information to define the problem.

Youth that are not securely attached and engaged in school have an increased risk of dropping out. A large body of research demonstrates that school attachment is influenced by school and community environments, family, and individual influences. School factors include academic expectations and support for learning, positive adult/student relationships, and safety. Community factors are neighborhood affluence, educational aspirations/achievement of family and friends, and family-related influences include socioeconomic status and income, parental support and promotion of achievement.

Although the dropout rates in the Oregon Trail (Sandy area) and Canby Districts are lower than the state rate, the graduation outcomes are quite different for some of the subpopulations (2013/2014). In Oregon Trail SD, disparities exist for English learners in (5.8%), Black/African Americans (9.1%), and Multi-Racial (8.9%). In Canby, students who are English learners (3.3%), Migrant (3.1%), Students with disabilities (2.7%), and Hispanic/Latino (2.7%) are less likely to graduate.

The incidence of dropout in Estacada is alarming, both overall (23%), and for every subpopulation except Asian – even 4.8% of TAG students drop out. Factors influencing this could include geographic isolation and poverty rate (22%). Another possibility is educational attainment in the community overall (11.5% with less than high school), and in the population 18-24 years old (18%). Having friends and/or family members with less than high school education is a risk factor for dropping out because it may promote the perception that education is not necessary or valued. In Canby and Sandy, 28% and 13% of residents 18-24 years old have less than high school attainment, respectively.

School engagement and attachment can also impact Juvenile referral rates – youth that are not constructively occupied with school and other activities are more likely to become involved in juvenile justice system. The juvenile referral rate is 1.8% in Canby and 1.9% in Sandy – slightly higher than state rate (1.7%). In Canby, some of this may be due to youth involvement in gangs, an issue of concern in that community. Although the referral rate is relatively low in Estacada (0.9%), this may be because the city does not have its own police department, and relies on the City of Sandy for its law enforcement.

The three rural communities where the PreventNet sites operate have tracts of poverty that may affect educational attainment and increase the risk of dropout. The overall poverty rate in Estacada is high (22%) compared to Clackamas County (10%) and to Oregon (16%), but an analysis of subpopulations in that community identifies even more significant rates. For example, 27% females, 57% of American Indian/Alaska Natives, and 29% of Hispanic/Latino residents have experienced poverty in the previous 12 months in Estacada. In Canby, the rates are highest for residents under 18 years (20%), and the Hispanic/Latino population (38%), and the Sandy residents most likely to have experienced poverty in the previous 12 months are Hispanic/Latino (39%), persons of 2 or more races (20%), and youth and children under age 18 (ACS 2013).

While socioeconomic status has long been the most significant predictor of dropping out, recent studies indicate that attendance, behavior, and course failure in middle school may even more accurately forecast whether a student will complete high school (Balfanz et al 2010). For this reason, it is vital that dropout prevention start in late elementary and/or when kids enter middle school – students who are struggling must be identified early and provided the support they need to be successful in school.

How does this social problem adversely impact education and/or workforce success?

Please describe the connection between the social problem that exists in the community and the adverse impact on the educational and/or workforce success of Opportunity and Priority Youth.

Youth who drop out of high school start their adult lives at significant disadvantage – the impacts are economic, social, and in terms of health and well-being and they persist throughout their lifetime. Economic data on high school non-completers show that they generally earn up to 41% less than their peers with diplomas or GEDs with an even wider gap between them and persons with a college degree (US Census 2011). They are 72% more likely to be unemployed compared to high school graduates (US Dept. Of Labor 2003).

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Dropping out affects the likelihood of incarceration and the rates are highest for persons in their 20s and early 30s. According to a 2012 Population Reference Bureau policy brief, the average state prisoner has a 10th grade education, and about 70% of the prison population have not completed high school.

Statistics on health and well-being have consistently confirmed that education correlates closely with health – persons with lower levels of education are more likely to smoke, use drugs and/or drink excessively, be overweight, have poorer health outcomes and lower life expectancy compared to those with higher educational attainment (Freudenberg and Ruglis 2007)

It is in a community's best interest to ensure that youth are attached and engaged and have the academic supports they need to be successful in school. The implications for society are both social and economic – dropping out affects earning potential, health care costs, dependency on state assistance, incarceration rates, etc., and the cost of prevention is minimal compared to the cost to society when youth drop out. A 2011 analysis of the economic effect on society found that that if all students who dropped out of the Class of 2011 had graduated, the nation's economy would likely have benefitted from nearly \$154 billion in additional income over the course of their lifetimes (Alliance for Excellent Education 2011). In Oregon, the estimated benefits to the economy if only *half* of the 12,200 dropouts in 2011 had graduated would have been \$174 million in increased home sales and \$7 million in increased annual auto sales, 500 new jobs and a \$72 million increase in the gross state product, and \$4.7 million in increased annual state tax revenue. Clearly, prevention is important.

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Logic Model

Please complete the logic model seen below. A template for compiling the content of the logic model can be found on following three pages.

Collective Impact Community Effort

What is the Community's Common Agenda?

Youth are safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status; and services are coordinated, accessible, equitable, and effective.

What is the Communication Plan?

Regular reporting to and feedback among PYDC leaders, PreventNet system staff, and site communities.

What Organization is the Backbone Support?

Clackamas County Children, Youth & Families Division

What are the Mutually Reinforcing Activities?

Mental/behavioral health, health prevention/promotion, data collection, skills classes, safety education, access to school-based health centers, D&A assessment and referral, peer and traditional mentoring, career exploration, and other social supports and resources.

What are the Shared Measurements?

- *Collective resources are coordinated, accessible, equitable, and effective*
- *Youth are safe and supported in the school environment*
- *Youth have opportunities*

Grant Application Activities

Mutually Reinforcing Activities

PreventNet Community Schools – Rural

- Baker Prairie MS – Canby
- Cedar Ridge MS – Sandy
- Estacada Jr. High - Estacada

Outcomes

- *80% of Core Youth and/or families will be connected to appropriate interventions and school/community resources*
- *85% of Core Youth will participate in extracurricular activities to improve school attachment*
- *80% of youth will improve on academic measures (behavior, attendance, or grades)*

Application Budget (2-Year)

- YDC funded activities: \$350,000
- Leveraged funds/resources: \$461,670
- Total budgeted amount: \$811,670

Inputs/Outputs

- *Each Rural site will serve 58 Core Youth (total 174)*
- *Core Youth will be connected to a minimum of 2 appropriate interventions/resources (mental/physical health, tutoring, D&A assessment/referral, etc.) and additional extracurricular activities, career exploration, etc. to improve school attachment*

Youth and Community
Clackamas County PreventNet Community Schools

YOUTH & YOU

Oregon Youth Development Council

Logic Model Sheet 1 (Maximum 2 pages)

How is the Community Defined?

Using a combination of demographic indicators, jurisdictional boundaries, and descriptive terms, please describe how the community is defined. This should align with the larger Collective Impact community effort in some form. Please remember that recipients of Youth and Community Grants are expected to be able to track some level of individual and/or community outcomes associated with the defined community.

The community identified for services through this application is Rural Clackamas County, specifically the communities of Canby, Estacada, and Sandy where there are PreventNet Community School Sites at Baker Prairie Middle School, Estacada Jr. High, and Cedar Ridge Middle School. Key features of the rural community school sites are as follows:

Canby-Baker Prairie MS served a total of 589 students during the 13/14 academic year. Of these, approximately 35% are minorities and 30% are Latino/Hispanic, 26% have limited English proficiency, 13% have disabilities, and almost half are economically disadvantaged. Compared to all students, subpopulations do significantly worse on measures of reading, math, and science. At the district level, subpopulations fare worse on measures of on track, graduation, completion, and dropout. The Canby SD has the highest homeless student rate in Clackamas County (5.29%) and the juvenile referral rate in the Canby area is 1.8%.

Estacada-Estacada Jr. High served 234 students, more than half of whom are economically disadvantaged, 16% have disabilities, 20% are minorities, and 11% are English learners. Academic outcomes at the district level are alarming – Estacada has a 23% dropout rate overall and significantly higher rates for subpopulation groups. Estacada is fairly isolated, being roughly 20 miles of winding, rural roads from the urban outskirts of Oregon City, which may be a factor in youth outcomes along with the high poverty rate (22%).

Sandy-Cedar Ridge MS served 392 students in 13/14 academic year, 15% with disabilities, 25% minorities, 14% English learners, and 45% economically disadvantaged. School test scores in reading, math, and science were lower than state scores, and students in subpopulation groups scored significantly lower compared to all CRMS students.

What is the Community's Common Agenda?

In the context of the community as previously defined, please describe the shared vision for change, common understanding of the problem, joint approach to solving the problem, agreed upon actions, and true collection of community partners. Be sure to include an overview of who is participating in the community effort.

The common agenda for the Positive Youth Development Collective (PYDC) in Clackamas County is for youth to be safe, supported, and successful regardless of demographic socioeconomic, gender sexual orientation, language, and/or other status and that services are coordinated, accessible, equitable, and effective. Education is a major component of life success and youth who are most likely to struggle in school are those experiencing poverty, trauma, mental health challenges, difficult home situations and/or lack of parental support, or who are marginalized because of language, minority status, sexual orientation, or identity. These youth have the ability to achieve academically and attain life success at the same levels as youth without complex challenges, but may need extra support to realize their capacity to do so.

School is an ideal setting to offer this type of support – youth are accessible, services can be made available to them at the place where they spend much of their time, and families are more easily interacted with as well. Middle school is the primary focus of PYDC as it is the middle point of major school transitions – elementary to middle and middle to high school. Partners in this effort include members of the PYDC Leadership group – Jill Archer/Clackamas County Behavioral Health, Dana Lord/Clackamas County Public Health and Health Centers, Maurita Johnson/Local DHS, Mary Clark/Local DHS, Rodney Cook/Children, Youth & Families, Ellen Crawford/Clackamas County Juvenile Department, Gabby Nunley/Workforce Investment Council, Molly Aleshire/CTEC Youth Services, Rose Fuller/Northwest Family Services, Aeylin Summers/NCSD, Lennie Bjornsen/Gladstone SD, Mark McDonnell/CCJD, Patty McMillan/Clackamas County Safe Communities, Lana Shotwell/Trillium Family Services, and John Duke/Outside In.

A larger group of community partners contribute technical assistance and expertise in terms of equity and practical application of PYDC decisions. Organizations represented include Hispanic Interagency Network Team (HINT), Clackamas County Diversity Leadership Council, Advisory for Clackamas County Early Learning, Gladstone School District, Oregon City School

YOUTH & YOU

Oregon Youth Development Council

District, North Clackamas SD, Oregon Trail SD, Canby SD, Estacada SD, Molalla Communities that Care, Clackamas Community College, Oregon City Together, Gladstone Youth Coalition, Vibrant Futures Milwaukie, Drugfree Estacada Families and Youth, Todos Juntos, and Metropolitan Family Services.

What is the Community's Communication Plan?

Please describe the mechanisms that have been established to ensure consistent and open communication among the Collective Impact collaborative. Be sure to include a description of how the plan will be used to build trust, assure mutual objectives, and create a common motivation.

Communication is established on several levels to build trust, validate system/site contributions and opinions, and establish a loop for continuous feedback. Clear communication among system partners is key to coordinating efforts and mutual objectives in order to have the biggest impact on outcomes for youth. PYDC leadership began meeting in April 2014 to discuss the PreventNet Community School System and to identify its common agenda and to strategize coordination of reinforcing activities. It meets on a quarterly basis for site reports/updates and ongoing evaluation of services and coordination. PYDC leaders have committed resources to support the effort and enhance the PreventNet system – including both cash and in-kind contributions.

The communication plan also involves PreventNet Community School partners at each site – local collective impact group that includes school administration and staff, and nonprofit contractors. At this level, site progress is monitored using school data reports, ensuring that needed adjustments can be made quickly as trends emerge. School staff know which students are struggling and refer directly to PreventNet staff. Site development and service outcomes are shared with PYDC on a quarterly basis.

Finally, the external communication plan involves the PreventNet sites and their respective communities. Outreach to students, families, school administrative staff, and the larger community ensures that everyone knows that PreventNet services are available at the schools and how to access them.

What Organization is the Backbone Support?

Please identify the backbone support organization and describe the kinds of support functions that will be provided to the overall community effort.

Clackamas County Children, Youth & Families Division provides the organizational infrastructure critical to the long-term success of the PYDC collaboration and has many years of experience serving in this type of role. Since 1993, CYF has convened stakeholders from a wide range of community sectors including medical, behavioral, social/human services, education, law enforcement, faith, business, parents, and youth to facilitate discussions about improving outcomes for youth and families. This ability to bring partners to the table, along with CYF's capacity for data collection/analysis/reporting, grant writing, program implementation and evaluation, and experience in the technical side of business in terms of contract development, negotiation, execution, and monitoring make it uniquely qualified to provide the backbone support to the PYDC effort.

YOUTH & YOU

Oregon Youth Development Council

Logic Model Sheet 2 (Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort?

Please provide an overview of the participant activities, including who will be responsible for each set of efforts and how they are coordinated through a mutual plan of action.

Partners in the PYDC effort and the activities they contribute to the PreventNet system include, by agency:

Clackamas County Health, Housing & Human Services partners

- **Behavioral Health/Jill Archer** – Mental Health 1st Aid training; drug and alcohol funding for prevention efforts at the sites; MH coordination meetings with youth service providers.
- **Public Health and Health Centers/Dana Lord** – School-based health centers in Canby, Estacada, North Clackamas, Oregon City, and Sandy; health clinic in Gladstone; tobacco, STI, and other public health prevention and education; asthma management.
- **Community Health/Tracy Garell** – access to physical/behavioral health assessments and treatment for non-OHP; suicide prevention training; wellness/prevention activities at school-based health centers.
- **Children, Youth & Families Division/Rodney Cook** – PYDC backbone support; PreventNet system development/oversight; fiscal administration; convening partners; engagement/mobilization, grant-writing expertise; coordinated equity outreach (0.02 FTE); comprehensive community linkages; peer mentoring.

Clackamas County Juvenile Department/Ellen Crawford – cognitive skills groups (community-based) and training of trainers; gang education and prevention; city diversion panels (includes culturally-specific).

DHS Local Office/Maurita Johnson – yearly mandatory reporting training; care coordination (TANF, SNAP resources).

Gladstone SD/Lennie Bjornson – potential for small discretionary funds for MS PreventNet site; resource development (grants, donations, volunteers, etc.).

North Clackamas SD/Aeylin Summers – NCSd school and district data support,

Clackamas County Prevention Coalition/Jordan Turel – Student Wellness Improvement Project, A&D prevention activities.

Trillium Family Services/Lana Shotwell – coordinated access to mental health services for individuals/groups.

Safe Communities Clackamas County/Patty McMillan – safety education on topics such as transportation, preparedness, career exploration, life skills, teambuilding, and media literacy.

Workforce Investment Council of Clackamas County/Gabby Nunley – resources and contacts specific to career exploration, exposure, speakers, tours, Annual Youth Career Expo.

- **CTEC Youth Services/Molly Aleshire** – potential for core youth career transitions into CTEC programming

Northwest Family Services/Rose Fuller – Certified Prevention Specialist workforce, volunteer coordination, job training, CADC counseling (mental health, A&D), parent education, and health and social services, and resource development.

Outside In/John Duke – school-based health center NCSd, Homeless Student Success Project.

The activities of partners are planned and coordinated by the backbone organization, Children, Youth & Families Division through regular PYDC meetings where members receive regular reports on site progress, emerging issues, etc., as well as through PreventNet system meetings, where site staff receive technical support, information, and presentations about community resources to which they can refer their core youth participants.

YOUTH & YOU

Oregon Youth Development Council

What are the shared measurements for the reinforcing activities of the Collective Impact community effort?

Please provide information on the shared measurements for the activities of the community effort. Include a description of how the participants are aligning data collection efforts.

Shared measurements include:

Collective resources are coordinated

- Measured by the number of services coordinated for core youth and their families at the PreventNet Community School sites.

Services are equitable

- Measured by the number of underserved youth and their families accessing services in or through the PreventNet Community School.

Youth are safe and supported in the school environment

- Measured by an increase in the number and percent of students responding to the Student Wellness /Oregon Healthy Teen Survey question:
 - *At least one teacher or other adult at school really cares about me* (“very much” or “pretty much true” response).

Youth have opportunities

- Measured by the number and percent of core youth at each site participating in career exploration, leadership, community service, and youth mentoring (both as mentees and mentors) activities.

Data collection efforts of the Collective are being aligned through regular analysis of PreventNet Core Youth input/output/outcome data from quarterly reports at PYDC meetings to ensure that youth being served by the system in the most efficient and effective way possible and that they are able to access the services they need.

YOUTH & YOU

Oregon Youth Development Council

Logic Model Sheet 3 (Maximum 2 pages)

What are the mutually reinforcing activities of the Collective Impact community effort that are proposed in this application for funding?

Please identify the activities being funded through this application and describe how they align with the larger community effort. Be sure to include a description of how the activities are effective evidence-based, research-based, and practice-based prevention and intervention approaches, as well as culturally appropriate, and sexual orientation specific and gender-identity specific.

The mutually reinforcing activities proposed in this application are PreventNet Community School sites for Clackamas County Rural areas:

- Canby – Canby School District – Baker Prairie Middle School. *Site has been operating since 2008.*
- Estacada – Estacada School District – Estacada Jr. High. *Site has been operating since 2004.*
- Sandy – Oregon Trail School District – Cedar Ridge Middle School. *Site has been operating since 2001.*

The Clackamas County PreventNet system is based on the Community Schools model, which integrates academics, health and social support, community and family engagement, and youth college/career/citizenship/leadership development into the school setting through partnerships between the school and other community organizations. Collaborators in the Rural PreventNet partnership include the principals and staff at each school, Todos Juntos (nonprofit agency that employs the community school coordinator at each site), Clackamas County Children, Youth & Families Division (administers service contracts and system oversight), Clackamas County Behavioral Health (funds drug and alcohol prevention activities), Clackamas County Juvenile Department (cognitive skills classes and train the trainers), site community organizations and businesses, and PYDC partners, who offer a variety of services and resources. The Community School model achieves the goals of each of the partners – each accomplishes its individual mission through the work at the sites and, at the same time, the goals of the Collective – *Youth are safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status; and services are coordinated, accessible, equitable, and effective.*

Longitudinal evaluation of the Community Schools model demonstrates positive outcomes for youth in both the short and long term. Short-term benefits to youth include consistent attendance, active engagement in learning and community, family involvement in their children's education, and school engagement with families and communities. In the long-term, students succeed academically, are healthy physically, emotionally, and socially, and perceive their school and community environments to be safe and supportive.

The array of "core" services provided and/or orchestrated by the site coordinator include mentoring, care coordination and referral, alcohol and drug prevention/early intervention and referral, mental health assessment, support, referral, homework assistance, peer mentoring, parenting classes and referrals for family related services, family engagement activities, universal prevention curricula and activities, and structured extracurricular activities. The site coordinator collaborates with school staff and uses student data to target at-risk/high risk youth for services, then works with each student individually to identify needs and connect them to resources and services, set academic goals and enroll them in homework assistance and other activities to increase school engagement. They follow up with them regularly to monitor attendance, grades, etc. and to help get them back on track if their progress stalls.

Youth engagement and prevention activities are geared toward school and youth needs and/or what youth are interested in doing. Specific activities include drug and alcohol prevention activities and classes, Girl's Circle/Boy's Council groups, cognitive skills classes (Aggression Replacement Training, Individual & Community Empathy, Truthought, Life Skills), recreational activities, and peer mentoring based upon a program implemented in Rowe MS and Milwaukie HS in 2014 where high school youth are recruited to mentor middle school youth to assist with homework and ease transition to 9th grade, while the high school students improve leadership skills, and get experience in the fields of social service and teaching. The peer mentoring program is currently in its pilot phase and will be developed and expanded as part of PreventNet services system wide.

YOUTH & YOU

Oregon Youth Development Council

What are the **inputs/outputs/outcomes** of the mutually reinforcing activities in this application for funding?

Please provide an overview of the inputs (numbers served and their demographic profiles, etc.) and outputs (services provided, etc.), and outcomes that are expected to occur as a result of the activities funded through this application. The outcomes should be quality measures of educational improvement, workforce success, and crime prevention. Identify the measurement tool being used to assess the outcomes. Be sure to include how these outcomes align with the collective impact community effort.

Inputs	Outputs	Outcomes	Measurement Tool	Alignment with PYDC Goals
Direct Service				
At each Rural site, 58 (total 174) at-risk/high risk students (CORE YOUTH) youth are targeted for services due to behavioral, attendance, or academic issues. Minority students will be prioritized.	Core Youth and/or families at each site will be referred to a minimum of 2 appropriate interventions and/or school/community resources (mental health, physical health, tutoring, etc.)	By June 30, 2017, 85% of Core Youth and/or their families will be connected to appropriate interventions and or school/community resources	Youth and family self-report	<i>Youth are safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status.</i>
		By June 30, 2017, 85% of Core Youth will participate in extracurricular activities to improve school engagement/attachment	Participation sign in sheets	
	Core Youth at each site will participate in extracurricular, career exploration, or other activities	By June 30, 2017, 80% of Core Youth will improve on academic measures (grades or attendance or behavior)	School data	
System Coordination				
Minimum of 4 quarterly PYDC system meetings to improve coordination of reinforcing activities, system development, discuss emerging trends etc.	A minimum of 4 site quarterly report presentations at each PYDC meeting	By June 30, 2017, PYDC partners will participate in a minimum of 4 meetings yearly to provide input on system development, emerging trends, etc.	-Meeting rosters -Electronic communication	<i>Services and resources are integrated, accessible, equitable, and efficient</i>
Minimum of 6 PreventNet system meetings	-Site specific technical assistance (all sites) -A minimum of 5 community resource presentations will be scheduled	By June 30, 2017, 95% of PreventNet site staff will report increased system efficiency and feeling supported in their work	Site staff survey	

YOUTH & YOU

Oregon Youth Development Council

Logic Model Sheet 4 (Maximum 1 page)

Please provide a detailed budget for the mutually reinforcing activities proposed in this application for funding.

Provide a detailed budget on the costs associated with the mutually reinforcing activities funded through this application. Please include other resources allocated toward these activities for the duration of this Youth and Community Grant period. Include a breakdown of the budget in categories including, but not limited to: personnel, professional fees, printing, publications, materials, supplies, equipment, facilities, other direct costs, etc.

Category	Grant Funds	Mutually Reinforcing Leveraged/In-kind Funds	Total Budgeted Amount
<u>Personnel Services</u>			
Site Coordinator(s) 1FTE	\$186,608	\$15,392 (CYF)	\$202,000
Site Coordinator(s) Fringe @.14	\$28,560		\$28,560
Site Program Supervisor(s) .3 FTE	\$45,000		\$45,000
Site Program Supervisor Fringe @ .14	\$6,300		\$6,300
Skill Groups TOT		\$18,382 (JUV)	\$18,382
Mental Health Aide TOT .12FTE		\$47,760 (BH)	\$47,760
Certified Prevention Specialist @.33FTE		\$59,720 (CYF)	\$59,720
Drug/Alcohol Prevention @.25FTE		\$62,500 (Local Coalitions)	\$62,500
Career Expo		\$3,600 (CTEC)	\$3,600
School Bases Health Centers		\$43,218 (Public Health)	\$43,218
Equitable Services Coord.@.10FTE		\$18,098 (CYF)	\$18,098
YDC System Coord. (.333FTE)	\$42,000		\$42,000
YDC System Coord. Fringe @.40		\$16,800 (CYF)	\$16,800
Total Personnel	\$308,468	\$285,470	\$593,938
<u>Administration</u>			
Provider Bookkeeper/payroll	\$9,000		\$9,000
Provider Bookkeeper/payroll fringe @.14	\$1,260		\$1,260
Contract Services		\$12,000 (Todos Juntos)	\$12,000
School Supports @ 3sites		\$150,000 (school districts)	\$150,000
Total Administration	\$10,260	\$162,000	\$172,260
Provider/Site Supplies	\$6,400	\$600 (Todos Juntos)	\$7,000
Provider/Site Materials	\$4,300	\$600 (Todos Juntos)	\$4,900
Provider/Site Tele	\$1,800		\$1,800
Provider/Site Insurance	\$6,000	\$2,000 (Todos Juntos)	\$8,000
Equipment	\$772	\$6,000 (Todos Juntos)	\$6,772
Other Direct/Audit	\$6,000	\$2,000 (Todos Juntos)	\$8,000
Provider/Site Mileage	\$6,000		\$6,000
Training		\$3,000 (Todos Juntos)	\$3,000
Total program costs	\$31,272	\$14,200	\$45,472
Total grant costs (2 year)	\$350,000	\$461,670	\$811,670

COPY

Richard Swift
 Interim Director

August 6, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Northwest Family Services for PreventNet Community Schools - Oregon City, Gladstone, and Milwaukie

Purpose/Outcomes	PreventNet Community Schools Services improve academic outcomes for at-risk youth
Dollar Amount and Fiscal Impact	\$89,500 Federal Funds: CFDA Number 93.667 Youth Investment Funds No County General Funds are involved
Funding Source	Oregon Department of Education Youth Development Division
Safety Impact	N/A
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	N/A
Contact Person	Brian McCrady 503-650-5681
Contract No.	7317

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of Subrecipient Agreement with Northwest Family Services for PreventNet Community School Sites in Oregon City, Gladstone, and Milwaukie. Services to be provided under this contract include resources and support to improve academic achievement.

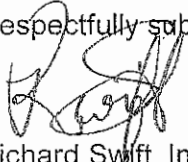
Services are funded with Title XX Youth Investment Federal Funds, CFDA Number 93.667, granted through Oregon Department of Education Youth Development Division. This contract is effective as of July 1, 2015 and terminates on June 30, 2016.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Interim Director

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
SUBRECIPIENT GRANT AGREEMENT 16-015**

Project Name: **Northwest Family Services PreventNet Community Schools**
Project Number: **06107**

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Children, Youth & Families Division (COUNTY) and **Northwest Family Services** (SUBRECIPIENT), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: Sue Aronson	Program Manager: Brian McCrady
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503.742.5421 suea@co.clackamas.or.us	Clackamas County – Children, Youth & Families Division 2051 Kaen Rd. Oregon City, OR 97045 503-650-5681 bmccrady@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Rose Fuller	Program Representative: Rose Fuller
Northwest Family Services 6200 SE King Road Portland, Oregon 97222 Phone 503-546-6377 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Portland, Oregon 97222 Phone 503-546-6377 rfuller@nwfs.org
DUNS: 612467134	

RECITALS

- Northwest Family Services** (SUBRECIPIENT) is a not-for-profit organization whose mission is to equip people with vital skills for a lifetime in support of child well-being and family stability. Northwest Family Services partners with schools, county agencies, and others to deliver a range of challenging, age-appropriate programs in a safe, structured, and positive environment, including academic skills enhancement, alcohol and drug education and prevention, culturally focused activities, gender-specific programs, leadership and youth development programming, parent education, peer mediation, recreation/sports activities, restorative justice, supervised community service and service learning, and truancy prevention.
- Clackamas County (COUNTY) desires to work with **Northwest Family Services** to promote youth academic success and reduce high risk behaviors that could lead to drop out and/or juvenile justice system involvement.
- Program Description: PreventNet Community School System was created in 2001 as a community/school-based service system. It improves outcomes for high-risk youth and their families by creating a web of support among schools, non-profit agencies (in this case, **Northwest Family Services**), community members, local businesses, and local government. These evidence-based prevention and early intervention services are provided in the schools, both during and after hours to

increase youths' protective factors by building nurturing relationships with positive adult role models, improving attachment to school, building leadership and problem-solving skills and reduce risk behaviors such as poor school performance, truancy, alcohol and drug use, negative peer association, etc.

4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which **Northwest Family Services** agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2015** and shall expire on **June 30, 2016**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project 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 **Title XX Youth Investment Block Grant Funds** that is the source of the grant funding, in addition to compliance with requirements of 45 CFR, Part 96.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Oregon Department of Education Youth Development Division Youth and Community Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 93.667)** issued to the COUNTY by the U.S. Department of Health and Human Services. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$89,500**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that **\$150,000** in Federal Funds have been obligated to COUNTY on this award and further certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - c) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - d) **Match.** Matching funds are not required for this Agreement.
 - e) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or agreement.
 - f) **Indirect Cost Recovery.** SUBRECIPIENT chooses to use the federally-authorized *de-minimis* indirect cost rate of 10%, which is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B. SUBRECIPIENT must provide COUNTY with a copy of this rate agreement upon execution of this agreement.
 - g) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
 - h) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
 - i) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
 - j) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
 - k) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY,

no later than 15 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.

- l) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- m) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- n) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the *Byrd Anti-Lobbying Amendment* 31 U. S. c. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- o) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit and submit the audit reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- p) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- q) **Record Retention.** The 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 three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the

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

- r) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for **Oregon Department of Education Youth Development Division** grant, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- s) **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 or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all 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 2 CFR Part 215 as applicable to SUBRECIPIENT. Additional requirements are as specified in 10 CFR Part 600 Subpart B
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this agreement is in excess of \$100,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **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.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code, which is incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **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 and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY.

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

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **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.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **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.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 9) **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.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.

- e) **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.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between 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.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

NORTHWEST FAMILY SERVICES

By: _____
Chair

By: Rose Fuller
Rose Fuller, Executive Director

By: _____
Recording Secretary

Dated: 7/23/15

Dated: _____

Approved to Form

By: Kimberley Yozma
County Counsel 7-21-15

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report

COPY

Richard Swift
 Interim Director

August 6, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with
 Todos Juntos, Inc. for PreventNet Community Schools - Rural and Molalla

Purpose/Outcomes	PreventNet Community Schools Services to improve academic outcomes for at-risk/high-risk youth
Dollar Amount and Fiscal Impact	\$208,000 Federal Funds: CFDA Number 93.667 Youth Investment Funds No County General Funds are involved
Funding Source	Oregon Department of Education Youth Development Division
Safety Impact	N/A
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	N/A
Contact Person	Tiffany Hicks 503-722-6867
Contract No.	7321

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of Subrecipient Agreement with Todos Juntos Inc. for PreventNet Community Schools Sites at Baker Prairie, Cedar Ridge, Estacada Junior High, and Molalla River Middle Schools. Services to be provided under this contract include resources and support to improve academic achievement.

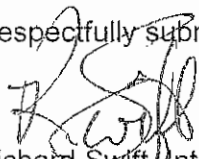
Services are funded with Title XX Youth Investment Federal Funds, CFDA Number 93.667, granted through Oregon Department of Education Youth Development Division. This contract is effective as of July 1, 2015 and terminates on June 30, 2016.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Interim Director

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
SUBRECIPIENT GRANT AGREEMENT 16-014**

Project Name: PreventNet Community Schools
Project Number: 06107

This Agreement is between Clackamas County, Oregon, acting by and through its Department of H3S – Children, Youth and Families (COUNTY) and Todos Juntos Inc.(SUBRECIPIENT), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: Sue Aronson	Program Manager: Tiffany Hicks
Clackamas County – Children, Youth & Families Division 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – H3S – Children, Youth and Families 2051 Kaen Rd. Ste. 267 Oregon City, OR 97045 503-650-5678 thicks@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: Eric Johnston	Program Representative: Eric Johnston
Todos Juntos Inc. PO Box 645 Canby, OR 97013 503-544-1513 ejtodosjuntos@comcast.net	Todos Juntos Inc. PO Box 645 Canby, OR 97013 503-544-1513 ejtodosjuntos@comcast.net
DUNS # 614865355	

RECITALS

- Todos Juntos, Inc.** (SUBRECIPIENT) is a not-for-profit organization whose mission is to develop the partnerships necessary to create and/or enhance local resources and services for all youth and families. Todos Juntos partners with schools, local law enforcement, county agencies and others to deliver a range of challenging, age-appropriate programs in a safe, structured, and positive environment, including academic skills enhancement, alcohol and drug education and prevention, culturally focused activities, gender-specific programs, leadership and youth development programming, parent education, peer mediation, recreation/sports activities, restorative justice, supervised community service and service learning, and truancy prevention.
- Clackamas County (COUNTY) desires to work with **Todos Juntos Inc.** to promote youth academic success and reduce high risk behaviors that could lead to drop out and/or juvenile justice system involvement.
- Project description: PreventNet Community School System was created in 2001 as a community/school-based service system. It improves outcomes for high-risk youth and their families by creating a web of support among schools, non-profit agencies (in this case, Todos Juntos Inc.), community members, local businesses, and local government. These evidence-based prevention

and early intervention services are provided in the schools, both during and after hours to increase youths' protective factors by building nurturing relationships with positive adult role models, improving attachment to school, building leadership and problem-solving skills and reduce risk behaviors such as poor school performance, truancy, alcohol and drug use, negative peer association, etc.

4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which **Todos Juntos, Inc.** agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2015** and shall expire on **June 30, 2016**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project 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 **Title XX Youth Investment Block Grant Funds** that is the source of the grant funding, in addition to compliance with requirements of 45 CFR, Part 96.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Oregon Department of Education Youth Development Division Youth and Community Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 93.667)** issued to the COUNTY by the U.S. Department of Health and Human Services. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$208,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that **\$470,000** in Federal Funds have been obligated to COUNTY on this award and further certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments

under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - c) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - d) **Match.** Matching funds are not required for this Agreement.
 - e) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or agreement.
 - f) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
 - g) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
 - h) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
 - i) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
 - j) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this agreement. Compensation to the

Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.

- k) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- l) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- m) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the *Byrd Anti-Lobbying Amendment* 31 U. S. c. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
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- p) **Record Retention.** The 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 three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

- q) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for XXX Grant #XXXX, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- r) **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 or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all 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 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in X CFR Part XXX Subpart X
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by **ODE or CYF**.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this agreement is in excess of \$100,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code, which is incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **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 and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This

coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **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.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **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.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 9) **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.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.

- e) **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.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between 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.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

TODOS JUNTOS, INC.

By: _____
Chair

By: Eric Johnston
Eric Johnston, Executive Director

By: _____
Recording Secretary

Dated: 7/23/15

Dated: _____

Approved to Form

By: Bambuley A. Ybarra
County Counsel 7.21.15

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report

COPY

Richard Swift
 Interim Director

August 6, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the City of Gladstone.
Dollar Amount and Fiscal Impact	The maximum agreement is \$42,971. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	062614-A5
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7289

BACKGROUND:

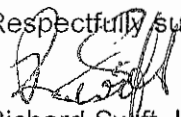
The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for persons living in Gladstone. The services provided include congregate and home 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 the spring of 2011 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2011-12, with an option for renewal for four additional years. No agency other than City of Gladstone/Gladstone Senior Center showed an interest in providing these services in the Gladstone area, so an intergovernmental agreement with the City of Gladstone/Gladstone Senior Center was negotiated. This is the final renewal under this RFP.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Interim Director

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 16-010**

This Agreement is between Clackamas County, Oregon, acting by and through its
Health Housing & Human Services Department,
Social Services Division – Area Agency on Aging and
City of Gladstone – Gladstone Senior Center (Subrecipient).

Clackamas County Data

Grant Accountant: Sue Aronson	Program Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: Rhonda Bremmeyer	Program Representative: <i>Same</i>
Rhonda Bremmeyer, <i>Center Director</i> 1050 Portland Ave Gladstone, OR 97027 (503) 655-7701 bremmeyer@ci.gladstone.or.us	Same
FEIN: <u>93-6002170</u>	

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement of Federal 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 Subrecipient Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2015** and shall expire on **June 30, 2016**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the Services 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 Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$42,971**. This is a cost reimbursement grant 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 for grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc.
 - b. **Other Funds.** The COUNTY's funding for transportation services outlined in this agreement are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc and TriMet.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the "OAA".
 - b. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - c. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
 - d. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
 - e. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer grant funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - f. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.

- g. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- h. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- i. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- j. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- k. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- l. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- m. Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. c. 1352, which prohibits the use of Federal grant funds for litigation against the United States. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- n. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200 Subpart F. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds for fiscal years beginning after 12/26/2014 require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit and submit the audit reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- o. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- p. Record Retention.** The 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, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- q. Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any

limitations applicable to the Clackamas County, as grantee, under those grant documents.

- r. **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 or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for SUBRECIPIENT's subject individuals as requested.
- e. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter

411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.

- f. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- g. **Confidentiality of Client Information.**
 - i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
 - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. SUBRECIPIENT Standard Terms and Conditions. The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

- a. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200:** All required data elements in accordance with 2 CFR 200.331 are available at <http://www.oregon.gov/dhs/spwpd/pages/sua/info-aaa.aspx> under Fiscal / Budgetary / Contractual section.

12. Federal and State Procurement Standards

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

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

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages

or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

- ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract

c. **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- ii. **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 and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- I. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
- II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **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.

- i. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

- ii. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iv. **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- v. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
 - (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- vi. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

- vii. **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.
- viii. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- ix. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- x. **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.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
- e. **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.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g. Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between 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.
- h. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

This agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Subrecipient Information

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

City of Gladstone – Gladstone Senior Center

CLACKAMAS COUNTY

By: *Ross E. Schultz*
Ross Schultz, City Administrator

Commissioner: John Ludlow, Chair

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

Date *July 22, 2015*

Signing on Behalf of the Board:

Richard Swift, Interim Director

Department of Human Services

Date

COPY

Richard Swift
 Interim Director

August 6, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

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

Purpose/Outcomes	Approval of Title VI Civil Rights Plan for Clackamas County Social Services' Division's transportation programs, including the Mt Hood Express and Transportation Reaching People, to comply with Federal Transit Administration requirements
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	None
Duration	Effective upon approval through September 30, 2016
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6791

BACKGROUND:

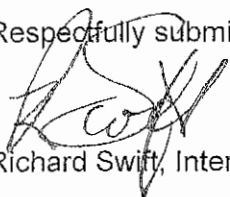
The Social Services Division of the Department of Health, Housing and Human Services requests approval of a Title VI Civil Rights plan for transportation programs in order to comply with Federal Transit Administration requirements. Social Services Division receives funding from the Federal Transit Administration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

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

RECOMMENDATION:

Staff recommends the Board approval of this plan.

Respectfully submitted,



Richard Swift, Interim Director

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

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



Order No: _____

Whereas, this matter coming regularly before the Board of County Commissioners, and it appears compliance with federal requirements is supported by this Board; and

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

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

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

DATED this 6th day of August, 2015.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

COPY

Richard Swift
 Interim Director

August 6, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Interagency Agreement Between Clackamas County
 Community Development Division and Social Services Division
for the Housing Rights and Resources Program in Clackamas County

Purpose/Outcomes	Funding for Social Services Division to operate a fair housing information and referral service. This will serve a primary contact point for low and moderate income persons residing in Clackamas County who are seeking assistance with fair housing issues, information about affordable housing, homeless prevention services, landlord/tenant disputes rental assistance, and emergency housing needs.
Dollar Amount and Fiscal Impact	CDBG Funds FY2015(grant).....\$ 135,000 CDBG Funds FY2016(grant).....\$ 135,000 Total Project Budget:.....\$ 270,000
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds
Safety Impact	Program services assist people with finding safe and affordable housing options.
Duration	July 1, 2015 to June 30, 2017
Previous Board Action	The 2015 and 2016 CDBG projects that was reviewed on April 9, 2015 and approved by the Board of County Commissioners on April 30, 2015.
Contact Person	Chuck Robbins, Community Development Director – (503) 655-8591
Contract No.	H3S 7330

BACKGROUND:

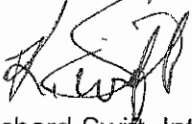
The Housing and Community Development Division of the Health, Housing and Human Services Department request the approval of an Interagency Agreement with the Social Services Division (SSD). SSD has been operating a Housing Rights and Resources fair housing program for the last 10 years. SSD applied for continued funding through the Community Development application process. SSD Housing Rights and Resources program staff assist over 2,000 people per year with housing information and referral. The program also works with the Fair Housing Council of Oregon and Legal Aid Services of Oregon to promote fair housing and conduct landlord and tenant training on the fair housing laws.

The Interagency Agreement was reviewed and approved by County Counsel on June 22, 2015.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over a faint, illegible stamp or watermark.

Richard Swift, Interim Director

**INTERAGENCY AGREEMENT
BETWEEN**

**CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN SERVICES
COMMUNITY DEVELOPMENT DIVISION**

AND

**CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN SERVICES
SOCIAL SERVICES DIVISION**

I. Purpose

- A. This Agreement provides the basis for a cooperative working relationship between Clackamas County Community Development Division, herein referred to as CDD, and Clackamas County Social Services Division, herein referred to as SSD, with the common goal of providing comprehensive **Housing Rights and Resources** program (Fair Housing) services to low- and moderate-income persons residing or wishing to reside in Clackamas County.

II. Scope of Cooperation

- A. Under this agreement, the responsibilities of SSD shall be as follows:
1. SSD agrees to provide staff and materials necessary for the operation of a Housing Rights and Resources Program, which is described in detail in Attachment A of this Agreement and is summarized as a comprehensive program of services that includes the following:
 - a. Administration and planning;
 - b. Program outreach;
 - c. Information and referral;
 - d. Training on Fair Housing practices for housing-related professions;
 - e. Testing of targeted properties based on specific complaints;
 - f. Systems Advocacy and;
 - g. Contracting with outside counsel for legal services.
 2. SSD agrees to prepare and submit to CDD, on a quarterly basis progress, reports that detail the activities of the Fair Housing Program and an annual summary report. Reports will be a combination of HMIS data and project narratives. See Attachment B.
 3. SSD agrees to provide all requested program information and participate in program monitoring during the term of the Agreement.

- B. Under this agreement, the responsibilities of CDD will be as follows:
1. CDD agrees to provide and administer available FY 2015 and FY 2016 Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) to finance the fair housing program.
 2. CDD will monitor the performance of the SSD against goals and performance standards required herein. Substandard performance as determined by the CDD will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SSD within ten (10) days after being notified by the CDD, Agreement termination and all funding will end. SSD must return any unused funds promptly.
 3. CDD agrees to conduct necessary environmental reviews described in 570.604 of the CDBG regulations for compliance with requirements of the CDBG program.

III. Compensation

- A. CDD agrees to pay SSD an amount not to exceed \$135,000 annually for each of the two (2) years of FY FY 2015 and FY 2016 Community Development Block Grant (CDBG) funds for the services outlined in part II.A. The obligations of CDD are expressly subject to CDD receiving funds from HUD, and in no event shall CDD's financial contribution exceed the amount finally granted, released and approved by HUD.
- B. SSD agrees to match the CDBG funding with at least 20% of the program budget and report those matching funds annually in the attached report (See Attachment D).
- C. In the event the amount of CDBG funds granted by HUD in the subsequent fiscal years is less than the amount budgeted in the Community Development 2-Year Funding Recommendations, CDD and SSD shall jointly determine the effectiveness of the PROJECT in meeting its program objectives within the reduced funding limits, and will make the necessary operational adjustments.
- D. Interim payments shall be made on requests for payment submitted to CDD on a quarterly basis. Payment requests must detail the PROJECT expenditures for allowable costs incurred during that quarter, pursuant to 24 CFR 85 and OMB Circular A-87 (effective 6/9/2004). All requests for payment are subject to the approval of CDD and shall be submitted to:

Mark Sirois, Project Coordinator
Clackamas County Community Development Division
2051 Kaen Road
Oregon City, OR 97045

IV. Liaison Responsibility

A. Erika Silver will act as liaison from SSD. Mark Sirois will act as liaison from CDD.

V. Special Requirements

A. **Assignment and Subcontracting.** SSD shall undertake the work outlined in Attachment A and shall only assign portions of the work with written approval from CDD and in accordance with Local Contract Review Board Rules.

B. Conflict of Interest.

1. Interest of Officers, Employees, or Agents. No officer, employee, or agent of CDD or SSD who exercises any functions or responsibilities in connection with the planning and execution of activities under the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the Program during their tenure or for one year thereafter, shall obtain a personal or financial interest in or benefit from this Agreement, or any contract, subcontract or agreement arising therefrom, either for themselves or for persons with whom they have family or business ties without appropriate prior HUD waiver; and SSD shall take appropriate steps to assure compliance.
2. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

C. **Program Benefit.** SSD will implement the program to give maximum feasible benefit to low and moderate income families and individuals. Income guidelines applicable to this Agreement are included in Attachment A.

D. **Non Discrimination.** SSD shall comply with Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, or the presence of any mental or physical handicap. These requirements are specified in ORS Chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

E. **Non-substitution for Local Funding.** The CDBG funding made available under this Agreement shall not be utilized by SSD to reduce substantially the amount of local

financial support for fair housing counseling and referral activities below the level of such support prior to the availability of funds under this Agreement.

- F. **Public Information.** CDD and SSD shall cooperate in public information efforts, such as contracts with neighborhood or consumer advocacy organizations, press releases, etc. In all news releases and other public notices relating to activities under this Agreement SSD shall include information identifying the source of funds as the Clackamas County CDBG program.
- G. **Evaluation.** SSD agrees to participate with CDD in any evaluation project or performance report, as designed by the CDD or the appropriate Federal department, and to make available all information required by any such evaluations process.
- H. **Audits and Inspections.** SSD will insure that CDD, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts and transcripts. SSD shall not be required to provide any information which in any way would deny the rights of confidentiality to any low or moderate income family or individual seeking or receiving assistance from the program.
- I. **Record and Fiscal Control System.** SSD agrees to comply with the policies, guidelines and requirements of 24 CFR Part 85 with respect to funds pursuant to this Agreement. All financial and programmatic records, supporting documents, statistical records, and other records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- J. **Citizen Participation.** SSD shall compile and maintain records including narratives or other documentation describing the process used to inform citizens concerning the program.
- K. **Equal Opportunity.** SSD shall maintain and provide to CDD racial, ethnic, gender, age, head of household, and income data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement.

VI. Amendment

- A. This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement

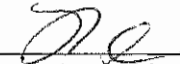
- A. This Agreement becomes effective when it is signed by both Parties.
 - B. The term of this Agreement is a period beginning July 1, 2015 and ending June 30, 2017.
 - C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided to CDD from SSD before any materials or services for improvements are procured, or;
 - 2. Written notice provided by CDD in accordance with 24 CFR 85.43, included as Attachment C, resulting from material failure by SSD to comply with any term of this Agreement, or;
 - 3. Mutual agreement by CDD and SSD in accordance with 24 CFR 85.44.
 - E. Upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with CDD.
-

**CLACKAMAS COUNTY
COMMUNITY DEVELOPMENT DIVISION**

**CLACKAMAS COUNTY
SOCIAL SERVICES DIVISION**



Chuck Robbins, Director



Brenda Durbin, Director

Date 7/27/15

Date 7.27.15

CLACKAMAS COUNTY

- Chair: John Ludlow
- Commissioner: Jim Bernard
- Commissioner: Paul Savas
- Commissioner: Martha Schrader
- Commissioner: Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Interim Director
Department of Health, Housing and Human Services

Date



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

Board of County Commissioners
Clackamas County

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

Members of the Board:

**Approval of Amendment #1 with Ken Hostetler Construction Inc., for the
Silver Oak Building Tenant Improvement Project -
Central Utility Processing Connection**

Purpose/Outcome	Approval of Contract Amendment
Original Contract Amount	\$316,650.00
Amendment Amount	\$209,844.00
Total	\$526,494.00
Funding Source	Budget Line: 420-0221-00-482300-76079 Fiscal year 2014-2015 and 2015-2016
Safety Impact	
Duration	Contract signing through December 31, 2016
Previous Board Action/Review	
Contact Person	Steven Bloemer (503) 805-9870
Contract No.	

BACKGROUND:

The current Clackamas County Evidence Facility built in 1992 provides the only secure storage for the Clackamas County Sheriff's Office. With nearly 80,000 pieces of evidence being stored at any one time waiting for adjudication, returns to the public, or meeting the recent statutory measures requiring longer storage of items, the facility has quickly outgrown the 3600 square feet that it occupies.

In addition to the required storage needs, the Evidence Facility houses 6 employees in little more than 100 square feet of office space. This has generated unsafe conditions in the fact that the Evidence facility must use the same area for cataloging all means of evidence as well as day to day general office use, and without a separate area to return items to the public, they are required to open otherwise secured areas to complete the transaction.

To address these issues, it has been determined that a tenant improvement in the Silver Oak Building will provide the best possible solution. This contract amendment adds work to the original contract to incorporate the landscaping and structural concrete to Ken Hostetler Construction's scope after receiving no bids from other contractors during open solicitations. This amendment also captures the following scope changes to work that was part of their original contract: Insulate and protect the new buried HVAC hydronics line connection; Repair and re-grade existing sewer line to allow proper drainage; Change to the sewer line connection points to reduce excavation costs and limit encroachment into the parking area with a net savings to the County.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the contract amendment with Ken Hostetler Construction, Inc., for the Central Utility Processing Connection at the Silver Oak Building.

Sincerely,

Marc Gonzales
Finance Director

Placed on the board agenda of August 6, 2015 by the Purchasing Division.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

August 6, 2015

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of **August 6, 2015**, this Amendment #1 to the contract with Ken Hostetler Construction, Inc. for the **Silver Oak Building Tenant Improvement Project – Central Utility Processing Connection**. This amendment was requested by Steven Bloemer, Facilities Management Project Manager. The original contract amount was \$316,650.00. Amendment #1 will add the following scope of work to this contract: landscaping and structural concrete components of this project as no bids were received during open solicitations for these elements; insulating and protecting the new buried HVAC hydronics line connection; repairing and re-grading the existing sewer line to allow proper drainage; changing the sewer line connection points to reduce excavation costs and limiting encroachment into the parking area. This will increase the contract amount by \$209,844.00. The new total contract amount is not to exceed \$526,494.00. This amendment is in compliance with LCRB Rule C047-0800 Contract Amendments and has been reviewed and approved by County Counsel. Funds are available in account line 420-0221-00-482300-76079 for fiscal years 2014/2015, 2015/2016 and 2016/2017.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

DRAFT

Approval of Previous Business Meeting Minutes:

July 16, 2015

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<http://www.clackamas.us/bcc/business.html>

Thursday, July 16, 2015 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Martha Schrader – **arrived during Citizen Communication*
Commissioner Tootie Smith
Housing Authority Commissioner Paul Reynolds

EXCUSED: Commissioner Paul Savas

CALL TO ORDER

■ Roll Call

Commissioner Savas is attending another meeting and will not be in attendance today.

■ Pledge of Allegiance

Chair Ludlow recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item. He introduced Housing Authority Commissioner Paul Reynolds and asked the Clerk to read the Housing Authority Consent agenda by title only.

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval to respond to the Meyer Memorial Trust Request for Proposals for their Affordable Housing Initiative Services and Housing Systems Alignment Grant Program
2. Approval to Execute Intergovernmental Agreement with Housing and Community Development's HOME Program for Tenant Based Rental Assistance to Low-Income Households

Chair Ludlow asked for a motion.

MOTION:

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

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Reynolds: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

Chair Ludlow adjourned as the Housing Authority Board and re-convened as the Board of County Commissioners for the remainder of the meeting.

**Commissioner Schrader joins the meeting – she was delayed in traffic.*

II. CITIZEN COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

1. Steve Bates, Boring – Spoke about and handed out pamphlet on Boring Oregon Foundation and spoke regarding Boring and Dull Day scheduled for August 9th

~Board Discussion~

III. BOARD DISCUSSION ITEM

Public and Government Affairs

1. Resolution No. **2015-82** Affirming Equal Pay for Women
Gary Schmidt, Public & Government Affairs Director presented the staff report.
~Board Discussion~

Chair Ludlow asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the Resolution Affirming Equal pay for Women

Commissioner Schrader: Second.

~Board Discussion~ Commissioner Schrader read the resolution in full

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

IV. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title – he then asked for a motion.

MOTION:

Commissioner Smith: I move we approve the consent agenda as written.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of Intergovernmental Agreement No. 148991 with the State of Oregon, Department of Human Services, Aging & People with Disabilities Division for the Provision of Services to Clackamas County Residents Age 60 and Over – *Social Services*
2. Approval of an Intergovernmental Subrecipient Agreement with City of Sandy/Sandy Senior and Community Center to Provide Social Services for Clackamas County Residents age 60 and Over – *Social Services*
3. Approval of an Agency Services Contract with Northwest Family Services Inc. for Family Navigation and Alcohol and Drug Services - *Children, Youth & Families*
4. Approval of an Amendment to the Intergovernmental Agreement with the State of Oregon, Department of Human Services for Strengthening, Preserving and Reunifying Families Program Services - *Children, Youth & Families*
5. Approval of an Intergovernmental Grant Agreement with the State of Oregon, through its Department of Education for Focused Child Care Network Services - *Children, Youth & Families*

6. Approval of a Professional Services Agreement with Youth MOVE Oregon for a Drop-In Center and Peer Support – *Behavioral Health*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of Amendment No. 2 to the Intergovernmental Agreement between the Tri County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and Clackamas County Sheriff's Office for Transit Police Services - *ccso*

C. Juvenile Department

1. Approval of an Intergovernmental Agreement with the State of Oregon by and through Oregon Youth Authority for an Individualized Service Fund Providing Wrap-Around Service for Youth and Families

V. WATER ENVIRONMENT SERVICES

1. Approval of Amendment No. 1 between Tri-City Service District and the MWH Americas, Inc. for the Willamette Pump Station Rehabilitation and Conveyance System
2. Approval and Adoption of an Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Happy Valley for the Happy Valley Park Stream Stabilization Project

VI. COUNTY ADMINISTRATOR UPDATE

<http://www.clackamas.us/bcc/business.html>

VII. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

MEETING ADJOURNED – 6:44 PM

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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

August 6, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
Colton School District for a School Resource Officer for the 2015-16 School Year

Purpose/Outcome	The Sheriff's Office will provide a Sheriff's Deputy to serve as a part-time School Resource Officer during the 2015 – 16 school year.
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$55,648.80; 72 school days. Law enforcement activities will be billed hourly.
Funding Source	The Colton School District is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	This agreement provides for the presence of a part-time School Resource Officer for the Colton School District.
Duration	This agreement is for the period September 8, 2015 through June 17, 2016.
Previous Board Action/Review	None
Contact Person	Shane Strangfield, Lieutenant – Office (503) 785-5081
Contract No.	None

BACKGROUND:

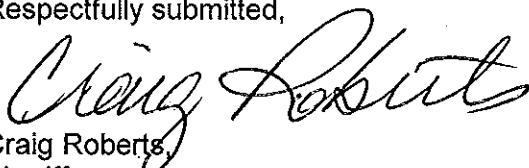
The Sheriff's Office will provide one part-time Sheriff's Deputy to serve as a School Resource Officer during the 2015 - 2016 school year. This is a continuation of an existing agreement between Clackamas County and the Colton School District.

This contract reimburses the Sheriff's Office for the cost of the Deputy.

RECOMMENDATION:

Staff recommends the Board approve and sign this cooperative intergovernmental agreement.

Respectfully submitted,


Craig Roberts,
Sheriff

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND THE
COLTON SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) through the Clackamas County Sheriff and the Colton School District (Colton SD) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative relationship for the purpose of the COUNTY providing to Colton SD, a Deputy Sheriff to act as School Resource Officers as described herein.

II. Scope of Service

- A. The COUNTY agrees to provide a Deputy Sheriff beginning September 8, 2015 through June 17, 2016 to serve as a School Resource Officer (SRO). The scope of service is detailed in this Agreement and in "Attachment A" incorporated herein.
- B. Colton SD agrees at their expense to provide the COUNTY office space and equipment at Colton High School where the SRO will be assigned.

III. Personnel

- A. The COUNTY agrees to provide a Deputy Sheriff on a part-time basis. However, in the event of an emergency situation determined by the Sheriff, the Sheriff may rely upon the SRO's as a resource to respond to an emergency; compensation under this agreement shall not be affected. In such an event the Liaison for Colton SD will be notified and informed of the SRO leaving the school campus.
- B. Supervision and training of SRO personnel will be the responsibility of the COUNTY.

IV. Compensation

Colton SD will pay the COUNTY compensation as described in "Attachment A" for the contract year. The COUNTY agrees to bill Colton SD quarterly. Colton SD agrees to pay within 30 days of the receipt of the COUNTY'S invoice.

V. Liaison Responsibility

A Clackamas County Patrol Division Lieutenant will act as liaison for the Sheriff on issues relating to supervision, scheduling, and SRO responsibilities; an Undersheriff will act as liaison on all other matters relating to this Agreement. The Colton School District Superintendent or a designee will act as liaison for Colton SD.

VI. Liability

- A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall indemnify, defend and hold harmless Colton SD, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of COUNTY personnel acting pursuant to this agreement.
- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, Colton SD shall indemnify, defend and hold harmless the COUNTY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of Colton SD personnel acting pursuant to this agreement.

VII. Insurance

Colton SD agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The general aggregate shall apply separately. The insurance shall include the COUNTY as an additional insured. The COUNTY, at its option, may require a complete copy of the above policy. This policy shall be primary insurance as respect to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it. Colton SD's program of self-insurance shall meet requirements under this section.

VIII. 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 therefore. Any provisions herein, which conflict with law, are deemed inoperative to that extent.

IX. Termination – Amendment

- A. This agreement may be terminated by either party upon thirty (30) days written notice to the other.
- B. This agreement and any amendments to it will not be effective until approved in writing by an authorized representative of the parties.
- C. This agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

X. Term of Agreement

This agreement is for services beginning September 8, 2015 through June 17, 2016, and becomes effective upon the signatures of both parties.

Signature page follows

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

BOARD OF CLACKAMAS COUNTY

COLTON SCHOOL
DISTRICT

John Ludlow,
Chair, Clackamas County Board
Date:

Jay Kirk - Superintendent

7/2/15

Date:

Recording Secretary
Date:

Craig Roberts

Sheriff Craig Roberts
Date: *7-20-15*

Kimberley A. Younra 7-20-15

Approved as to form- County Counsel



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

August 6, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract Renewal with Corizon Health Inc.
at the Clackamas County Jail to Provide Inmate Health Care Services

Purpose/Outcome	Contract Renewal to provide inmate health care services
Dollar Amount and Fiscal Impact	\$3,258,701.36 annually plus Dept. of Labor CPI for the West Urban Region for 2nd and 3 rd year of contract
Funding Source	General fund (appx. 80%) and public safety levy fund (appx. 20%)
Safety Impact	Contract provides inmate health care services at the jail
Duration	3 years, effective July 1, 2015 and terminates on June 30, 2018
Previous Board Action/Review	The original contract was approved by the Board of County Commissioners on June 23, 2011
Contact Person	Captain Lee Eby, Jail Commander, 503-722-6760

BACKGROUND:

The Clackamas County Jail Administration continues to track inmate medical costs and efficiencies, based upon a 2004 audit and recommendations by the National Commission on Correctional Health Care (NCCHC). This is to ensure our inmate medical services are in compliance with industry standards, as well as monitoring and stabilizing the associated costs of providing the services.

The 2004 NCCHC audit was also a tool in our goal to be accredited. Based upon the audit the jail was able to address policy concerns raised by NCCHC, but further measures were needed to meet the standards and required additional expenditures for staffing and equipment. Additionally a comprehensive overhaul of our health care delivery system was recommended. The option was not viable at the time due to budget restraints primarily due to the economy.

In early 2009 as a continuing effort by the Clackamas County Jail Administration to identify inefficiencies in operations and reduce spending, we chose to study and compare our jail's medical department to other similar operations nationwide, in best practices and expenditures.

The Clackamas County Jail had historically provided "in house" medical services utilizing county employees to staff the medical department along with subcontracted physicians, psychologists, dentists and outside providers including pharmacy and emergency hospital services.

In studying several previous years of medical expenditures, it was clear that the Jail was overspending compared to allocated funds and the percentages of overspending were dramatic. And the percentage by which the Jail was overspending was trending to larger and larger deficits. For example, in BY 2010-2011, our approved inmate medical and hospital services line item finished the budget year at 160.99% of the allocated budget. Fortunately the Jail's budget had other line items that were below budget to offset it.

In 2010, Jail administration staff identified deficiencies in the existing medical department, including industry best practices; staffing; emerging technologies, and management practices that were falling behind due to rising costs and shrinking budgets.

To that end, Jail Administrative Staff compared our medical delivery system to similar systems incorporating private contractors. Based upon the findings, we issued a Request for Proposal (RFP) to gauge the efficiencies and costs of a transition to a private contractor.

In late 2010, a medical RFP evaluation committee was formed and a unanimous recommendation was made to Sheriff Roberts that we offer a contract to Prison Health Services, now doing business as "Corizon," to provide inmate medical health services for the Clackamas County Jail.

The committee believed that Corizon could bring many enhancements over and above our current operations while providing a higher level of inmate health care, accountability and efficiency.

In July 2011 Corizon was contracted by the Clackamas County Jail to provide inmate health care services. One of several changes that were included in the service model that was selected was providing medical staff in booking to perform initial intake screenings on incoming inmates. This function was previously performed by Jail Corrections Deputies. Having medically trained staff to evaluate incoming inmates concerning their medical and mental health status has been a benefit and is also a requirement of NCCHC standards. And equally important is that it reduces future liabilities.

Corizon also assumed the responsibility with oversight by Jail Administration of responding to inmate grievances concerning medical care and treatment. Jail Administration previously performed this task and it was historically the largest category for grievances at the Jail. It took Jail staff time to review each grievance; address any issues and then resolve.

Corizon also incorporated a Utilization Management System using corporate protocols to ensure that any outside treatments such as hospitalizations and follow up treatment appointments were necessary and appropriate. We have reduced our emergency and non-emergency transports with these protocols in place. This is not only a cost-savings benefit but it's a security issue whenever you are transporting an inmate from the jail to a non-secure location. In-house dental services are also included in this model, and have the same cost and security implications.

Corizon uses a multi-layered approach to risk management including proven policies and procedures. Corizon provides nursing evaluation tools to provide guidance to staff; an internal risk management team; a patient safety committee; a quality improvement program and ongoing training and education of staff. Corizon also has a claims management department to oversee and manage any liability claim or lawsuit.

The Clackamas County Jail medical unit prior to contracting services has 13 allocated FTE. Based on providing the superior level of service and ensuring the needs of the inmate

population was adequately met staffing levels have been increased to the proposed 20.80 staff, with the breakdown as follows:

Program Administrator H S A	1
Director Nursing	1
Admin Assistant	1
Medical Records Clerk	1
RN	4.2
H & P nurse Charge	0.4
LPN	4.2
LPN	0.4
Registered Medication Aide	1.4
NP/PA	0.95
Medical Director	0.35
Psych NP	1
QMHP	2
Dental Assistant	0.125
Dentist	0.125
NP (Work Release Center)	0.05
RN (Work Release Center)	0.1
Registered Medication Aide	1.4
RN (Work Release Center)	0.1

These staffing levels and medical management have allowed for a total increase in inmate medical services while controlling costs to the County. A review of medical statistics show a dramatic overall increase in inmates receiving medical treatment under contracted medical services.

Medical Services Summary	2007	2008	2009	2010	2011	2012	2013	2014
Medical Clinic Contacts	12,001	14,646	17,896	17,824	21,795	47,495	49,790	55,562
Outside Doctor Visits	129	224	250	206	219	204	236	213
Outside Dentist Visits	66	85	90	59	55	182	311	280
Mental Health Contacts	1,281	2,285	2,202	1,221	3,424	3,989	2,544	3,774

The cost for the first contract with Corizon was as follows*:

- Year 1 (2011-12) \$2,499,281 (\$166,155.01 aggregate cap savings)
- Year 2 (2012-13) \$2,577,971 (\$2,580.37 aggregate cap additional cost)
- Year 3 (2013-14) \$2,642,381 (\$44,135.39 aggregate cap savings)
- Year 4 (2014-15) \$3,124,353 (\$241,020.00 estimated aggregate cap savings as of 6-1-2015)

New contract 2015-16 is \$3,258,701.36

New contract 2016-17 is \$3,258,701.36 plus Department of Labor Consumer Price Index for the West Urban Region

New contract 2017-18 is 2016-17 budget plus Department of Labor Consumer Price Index for the West Urban Region

*The aggregate cap is the maximum expenses Corizon is responsible for (outside medical services and pharmaceutical expenses). The Jail receives a refund for any amount below the aggregate cap.

The aggregate cap amount for contract years 1-4 is \$690,000.00 annually. The amount for the new contract 2015-16 thru 2017-18 is \$590,000 annually.

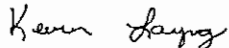
This contact has been reviewed and approved as to form by county purchasing and county counsel.

RECOMMENDATION:

Sheriff respectfully recommends that the Board of County Commissioners approve renewal of the contract with Corizon to continue to provide inmate medical health care services at the jail.

Respectfully submitted,

Craig Roberts, SHERIFF



Kevin Layng, CHIEF DEPUTY
Clackamas County Jail

For more information contact Captain Lee Eby, 503-722-6760

Placed on the Board Agenda of August 6, 2015 by Procurement Division.



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

July 21, 2015

The Board of Commissioners acting as the Governing Body
of the North Clackamas Parks and Recreation District

Members of the Board:

Approval of Contract Number 15-SA-11060600-005
with United States Forest Service for Spring Park Natural Area Enhancement Project

Purpose/Outcome	NCPRD requests approval to sign the grant contract for the USFS Stewardship Agreement for funding to enhance Spring Park Natural Area.
Dollar Amount and Fiscal Impact	The grant award is approximately \$30,000 to match other grant awards and NCPRD's matching funds (this funding is 7.5% of total project cost). Total project amount is estimated to be \$400,000.
Funding Source	NCPRD Capital Improvement Fund, 2014/2015 FY Metro Grant, State Local Government Grant and USFS Grant
Safety Impact	Awarding of USFS Stewardship Agreement funds will allow enhancements of several park elements to occur, assuring a safe environment for public use and sustainable elements for NCPRD to maintain.
Duration	Grant funds are available for two years
Previous Board Action/Review	Not applicable.
Contact Person	Jeroen Kok, NCPRD Planning, Development & Resource Manager, 503-742-4421

BACKGROUND:

Spring Park Natural Area has a mini-park which together encompasses 8.28 acres along the Willamette River. Phase I of the Spring Park Master Plan included designing and building a trailhead and playground in 2010. The Phase II – which is currently the focus of this project will include 1) enhancement of wetlands, 2) rehabilitate upland habitat areas, 3) rehabilitate riparian backchannel alcove habitat, 4) relocation and formalization of the park's hiking trail, and 5) interpretive signage. The Natural Area draws visitors from across the District, and County. The project will focus on habitat enhancements and re-aligning the current trail out of wetlands and create a sustainable trail that is cost effective to manage by NCPRD. The USFS Stewardship Agreement funds will provide critical supplemental funding allowing NCPRD to complete this project. Enhancing the Spring Park Natural Area is a priority of the District highlighted in the 2004 Master Plan. County Council reviewed the contract and has provided approval.

RECOMMENDATION:

NCPRD finds that this stewardship funding is critical to completing the Spring Park Natural Area Phase 2 project. Staff and the District Advisory Board respectfully recommend that The Board of Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve the stewardship agreement with the USFS contract number 15-SA-11060600-005.

Respectfully submitted,

Laura Zentner
BCS Deputy Director



FS Agreement No. 15-SA-11060600-005
Cooperator Agreement No. _____

STEWARDSHIP AGREEMENT
Between The
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 the 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 provisions of the Consolidated Appropriations Resolution, 2003, Pub. L. 108-7, sec. 323, amending Pub. L. 105-277, sec. 347, and The Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434 and permanently authorized by Pulic Law 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 River Watershed, part of which is within the Mt Hood National Forest and lies within the borders of the State 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 threatened and endangered salmon and steelhead in the Clackamas River Watershed, the project purpose is to restore juvenile rearing habitat as well as a migration corridor, This project will enhance a rearing alcove backchannel area for wildlife and endangered fish species along with revegetation of riparian areas using native plants following invasive non-native plant species management.

Title: Spring Park Natural Area 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.

NCPRD is a service district of Clackamas County dedicated to providing exceptional parks and recreation programs, facilities and services.

The Spring Park Natural Area site is known to be a preferential habitat type for migrating ESA listed fish species coming from the Clackamas River. Therefore, restoration of this site is important to improve the process and functions of this significant habitat type along this highly degraded and often ignored section of river. ODFW documents (LCRCRP 2010; UWRCRP 2011) indicate that restoration of this off channel habitat type is high priority. Restoration will include placement of large wood, and revegetation of riparian area to decrease soil erosion. Our primary goal is to provide refuge and off-channel rearing habitat for threatened juvenile salmonids at critical stages in their life cycle. Concurrently the habitat associated with this site offers an excellent opportunity for enhancement of the riparian ecosystem.

The NCPRD Natural Areas Division seeks to partner to protect and restore natural areas for present and future generations. To accomplish this, the NCPRD will improve access to habitat for Endangered Species Act listed fish species; reduce sediment input through improved watershed conditions; improve habitat for wildlife; and floodplain wetland health and enhance native vegetation.

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 the 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-H. Payment/Reimbursement*
- D. Place fifteen whole trees instream into an engineered log jam structure.
- E. Anchor structures from breaking free during high flow events.
- F. Restore riparian areas in 3 acres by removing invasive weeds and replanting with native trees and shrubs.
- G. Report any modifications prior to implementing change.
- H. Coordinate with FS throughout 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. Weed Treatment.
 - 2. Quality Control.
- F. Contribute seven cut trees from a Forest stockpile for construction of engineered log jam structures.
- G. Coordinate with NCPRD throughout the implementation of the project, including discussion of any changes or modifications.
- H. PAYMENT/REIMBURSEMENT The Forest Service shall reimburse NCPRD for the Forest Service's share of actual expenses incurred, not to exceed **\$30,000.00**, 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 (monthly, quarterly, semi-annual, lump-sum) 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: asc_ga@fs.fed.us
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:

Tom Horning 595 NW Industrial Way Estacada, OR 97023 thorning@fs.fec.us
--

- I. OVERPAYMENT. Any funds paid to NCPRD 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 Burns 150 Beavercreek Road Oregon City, OR 97045 Telephone: 503-742-4357 FAX: 503-742-4349 Email: tburns@clackamas.us	Name: Jeroen Kok Address: 150 Beavercreek Road City, State, Zip: Oregon City, OR 97045 Telephone: 503-742-4421 FAX: 503-742-4349 Email: JKok@clackamas.us
<i>Title/Role/Responsibility:</i> Project Lead	<i>Title/Role/Responsibility:</i> Strategic Planning, Development, & Resource Manager

Principal U.S. Forest Service Contacts:

Tom Horning 595 NW Industrial Way Estacada, OR 97023 Telephone: 503.630.8798 FAX: 503.630.2299 Email: thorning@fs.fed.us	John Williamson 595 NW Industrial Way Estacada, OR 97023 Telephone: 503.630.8801 FAX: 503.630.2299 Email: jdwilliamson@fs.fed.us
<i>Title/Role/Responsibility:</i> Fisheries Biologist	<i>Title/Role/Responsibility:</i> Fisheries Biologist and Technical Contact
Anne Doolin 63095 Deschutes Market Road Bend, OR 97701 Telephone: 541-383-5545 Email: adoolin@fs.fed.us	
<i>Title/Role/Responsibility:</i> Lead Grants Management Specialist	

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement NCPRD acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have

lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If NCPRD fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds NCPRD has expended in violation of sections 433 and 434.

- C. 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.
- D. 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.
- 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. NCPRD 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 30 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 Federal funding under this Stewardship Agreement is not available for reimbursement of NCPRD's purchase of equipment. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year.
- X. 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.
- Y. 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.

- Z. 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."

- AA. 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.

- BB. 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.

- CC. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. 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.
- DD. DEBARMENT AND SUSPENSION. . 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. 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.
- FF. COMMENCEMENT/EXPIRATION DATE. This Stewardship Agreement is executed as of the date of the last signature and is effective through December 31, 2017 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- GG. 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.

JEROEN KOK, Strategic Planning,
Development & Resource Manager
Clackamas County, North Clackamas Parks and
Recreation District

Date

LISA NORTHROP, Forest Supervisor
U.S. Forest Service, Mt. Hood National Forest

Date

The authority and format of this Stewardship Agreement (15-SA-11060600-005) have been reviewed and approved for signature.



July 28, 2015

ANNE DOOLIN
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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
Spring Park Natural Area Stewardship Project
15-SA-11060600-005

TECHNICAL PROPOSAL

Proposal Elements	SUBDIVISIONS PAYMENT UNITS
Restore 250 lineal ft. alcove for juvenile and adult salmon and steelhead habitat.	1
Install 15 or more pieces of large wood structures for enhanced aquatic habitat.	2
Restore riparian areas and wetlands in over 1 acre by removing invasive weeds and replanting with native trees and shrubs.	3

Spring Park resides in the floodplain of the Willamette River approximately 19 river miles from its confluence with the Columbia River. This area creates a natural “reserve” that is sorely needed along the stretch of the lower Willamette. A relatively large backchannel alcove resides at the northern end of the natural area. The floodplain and upland habitat consists of a very diverse grouping of habitat types including floodplain, beach and alcove riparian, wetland fed by upland springs, cottonwood galleries, mixed conifer with madrone, and Oregon white oak. This biodiversity hotspot is not only important to restore for ESA listed fish species, but also for the many other species connected to all of these sensitive habitat types. This area is known to be a preferential habitat type for migrating Clackamas River Chinook and Coho salmon. Therefore, restoration of the process and functions of this site is important to provide fish with this significant habitat type along this highly degraded section of the Lower Willamette.

Important populations of Clackamas River ESA listed anadromous fish species are highly dependent on this area during migration to and from the Clackamas River. Both the Clackamas River and this section of the Willamette is covered under both the Lower Columbia River Conservation and Recovery Plan for Oregon populations of Salmon and Steelhead and the Upper Willamette River Conservation and Recovery Plan for Chinook salmon and Steelhead. Specifically, within this reach of the Willamette are ESA species including; Lower Columbia River (LCR) and Upper Willamette River (UWR) Chinook, LCR and UWR Steelhead, LCR Coho, LCR Chum, LCR Eulachon. Species of concern include Pacific lamprey and White sturgeon. Specific recommended actions from the plans include: 1) establish or improve complexity and connection to off-channel habitats; 2) protect and restore riparian areas and floodplains; and 3) monitoring both fish population studies and habitat success/benefit. In addition, research for the ODFW highlight the use and need for conservation of beach and alcove habitat for ESA subyearling Chinook and Coho. This project is also situated in a location where education and outreach elements have the ability to connect with many citizens; both citizens who can replicate this type of project in their own backyard (adjacent landowners), and those who will steward this land and advocate for natural area land protection, and conservation.

ODFW characterized Spring Park Natural Area restoration as a high priority for both fish and wildlife. To restore the habitat for ESA listed fish species, the recommended actions include backchannel alcove restoration and floodplain/riparian restoration. To restore the habitat for ESA listed and non-listed species of wildlife and plants, the recommended actions include restoration of the Oregon white oak habitat, wetlands and floodplain/upland habitat.

This project will meet all local, state and national regulatory requirements including obtaining all permits prior to the beginning of implementation.

In 2010, after implementing initial control of invasive species, we started to plant trees and shrubs in some areas of the natural area where the site was dominated by invasive plants within all layers (herbaceous, shrub and canopy). Getting a jump on tree/canopy establishment was a priority to ensure that wildlife would retain some (minimal) cover, shelter and food sources. In addition, our plan realizes that when we take down all of the over story invasive trees that little shade will be provided to the understory and consequently the herbaceous invasive weeds will have an extreme advantage and potential to outcompete our natives. We hope that the trees that were planted in 2010 will have several years of growth and will help with the consequences of the drastic change in habitat structure.

In 2011 NCPRD hired a consultant to delineate the wetlands in the Spring Park Natural Area. With the 2005 Spring Park Master Plan and this new knowledge in hand we proceeded to create a Spring Park Natural Area Management Plan. A stakeholder group was formed to assist and advise in this planning process. We collected plant community, soils and other data to help guide the recommended natural area recommendations. At this time NCPRD was also working on a similar natural area project in North Clackamas Park in partnership with Water Environment Services (CCSD#1). That project focused on similar elements and provided us with the opportunity to not only to help set up a scope and get informed budget information, but also to help modify and adapt our management and outreach goals and objectives based on lessons learned.

In January (2013) NCPRD hired a land surveyor to come and collect topography, tree (DBH) and site condition data.

During the 2014-2015 FY engineering designs have been finalized, Permits submitted (Corps permit has already been approved and wetland delineations have been concurred by DSL), construction contract is in process, and public outreach and public meetings have occurred.

Construction will take place during the in-water work window in the summer early fall of 2015.

During the 2015 in-water work period, the site will be dewatered following engineer design specifications. If needed, a fish removal from the work area will take place with supervision from ODFW. Large Woody Debris (LWD) will be installed following engineer designs, to provide refugia for fish migrating. Large wood will be placed so that the lower portion of the roots is located below the ordinary high water level (OHW). The proposed project will have a net positive impact on all forms of sensitive habitat within the project impact area.

Riparian vegetation management will include the removal of invasive weeds and replanting there and the disturbed excavated banks with native trees and shrubs. Planting will start post project and continue into 2016 with maintenance ongoing after by NCPRD.

We have partnered with The Clackamas River Basin Council in the past to perform similar work on the following contracts:

Company Name	Contact	Dates of Work	Tasks Completed
Clackamas County Parks	Tonia Burns Natural Resources Coordinator NCPRD - Clackamas County Parks 150 Beavercreek Road Oregon City, OR 97045 Office- (503)742-4357; Cell- (503)593-3673 tburns@co.clackamas.or.us	3/1/11 – 9/30/11	Metzler Park 1) Restore Instream Function with removal of weir 2) Restore Instream Complexity & Function with placement of 5 large wood structures

Experience:

In-stream Design and Construction:

Interfluve Inc, Hood River, OR completed designs, permit applications, and is prepared to oversee construction. Interfluve is a consulting firm with restoration design experience in wetland and riverine habitats within the lower Willamette and Columbia River basins. Their professional staff provides field assessment and analytical capabilities, hydraulic modeling, fluvial design, project communications, stakeholder consensus building and cost-estimating expertise.

Revegetation Design and Management: NCPRD has created re-vegetation design and management activities with NCPRD, contractors and volunteers and towards implementing re-vegetation planting. NCPRD will assure plant establishment beyond the normally required first several years of plant maintenance maintenance years. NCPRD is a full service parks and recreation district with a full time parks maintenance and natural resources staff dedicated to the maintenance of both developed and natural areas. Maintenance of District facilities are funded by the District’s general fund which is supported by a dedicated property tax of .54/\$1000 assessed value. NCPRD is extremely committed to the success of the Spring Park Natural Area Project. The NCPRD project matching funds are an approved part of the NCPRD Capital Improvement Project Fund. NCPRD has committed a significant amount of staff time to the project to this point.

Grant Management: *Cheryl McGinnis*, CRBC Executive Director, will be the grant and contract administrator for this project. Ms. McGinnis has been Executive Director of the Clackamas River Basin Council since July 2006. She has administered restoration project grants with multiple funding sources high priority projects in the Clackamas watershed and has over 16 years’ experience with non-profit organizations that generate community benefits, fiscal management, volunteer coordination, and staff supervision.

Utilization of Local Workforce

The principal offices of Interfluve Professionals, is in Hood River, OR and two of their subcontractors are from Portland Oregon. NCPRD is partnering with Willamette Riverkeeper on education and outreach elements including recruiting volunteers to help with project implementation.

General Quality Control Plan

Quality Control is an important emphasis item for the Spring Park Natural Area project Stewardship Contract. Offeror 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 performance standards are met?
 - NCPRD personnel will coordinate final design and permitting to meet governmental requirements.
 - Interfluve Professionals will supervise construction to design guidelines.
 - NCPRD personnel will manage contracts and activities for the alcove restoration and vegetation enhancements.
 - Oregon Department of Fish & Wildlife will oversee dewatering and fish salvage.

2. How will the quality control work be supervised?
 - NCPRD personnel will be on-site most if not all days to confirm compliance with permit requirements including protecting surrounding natural resources and waterways.
 - Interfluve Professionals will be onsite to work closely with the contractor and oversee construction of restoration components specified in the final design drawings during the ODFW approved in-water work period.
 - Oregon Department of Fish & Wildlife will be onsite to supervise dewatering and fish salvage activities.

3. How will results of the monitoring be used to ensure quality performance?
 - NCPRD staff will inspect project construction, reviewing alcove stability and wildlife presence and discern need for maintenance activities.
 - In addition, photo-monitoring activities will take place to document success of the alcove, riparian, floodplain and streamside revegetation areas.
 - Interfluve Professionals will supervise construction to design guidelines.
 - NCPRD will complete site visits throughout the spring and summer months each year of the project to monitor the success of invasive species treatments and track the survivability of native plantings. Target riparian vegetation tree and shrub, cover is over 75% within 5- 10 years, which will be interplanted to assure this performance measure is met.

4. Identify, by work activity, the personnel responsible for performing quality control?

As described above, the Contractor's Rep supervising overall quality control will be Tonia Burns, NCPRD.

The Field Rep for Monitoring and Inspecting for Project 001 –will be Bill Norris, Interfluve.

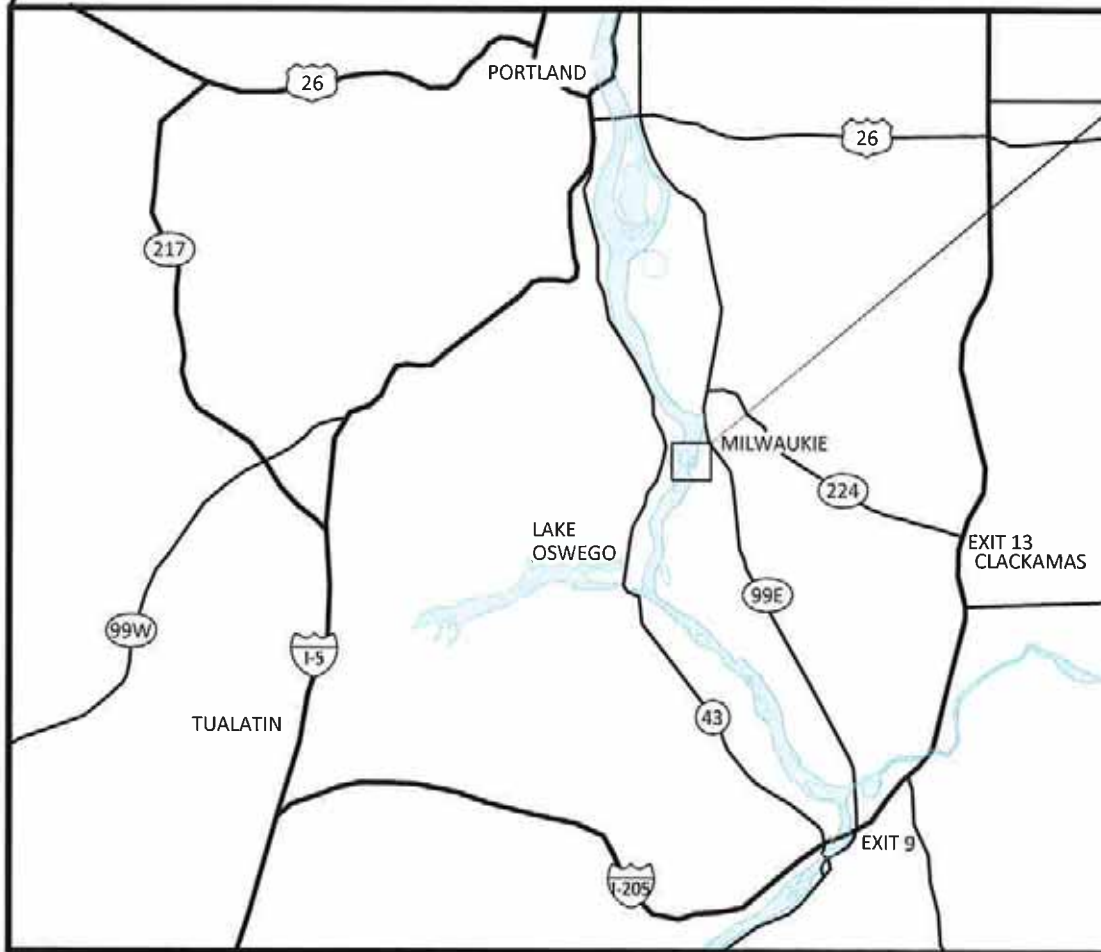
The Field Rep for Monitoring and Inspecting for Project 002 – will be Bill Norris, Interfluve.

The Field Rep for Monitoring and Inspecting for Project 003 –will be Tonia Burns, NCPRD.

SPRING PARK WETLAND NORTH CLACKAMAS COUNTY



**LOCATION MAP
STATE OF OREGON**



VICINITY MAP

ABBREVIATIONS

°	DEGREE
'	FEET
"	INCH
%	PERCENT
APPROX.	APPROXIMATE
CON'T	CONTINUED
CT	COURT
CY.	CUBIC YARD
DIA.	DIAMETER
D.S.	DOWNSTREAM
ELEV	ELEVATION
ESC	EROSION SEDIMENTATION
EXIST	EXISTING
FES	FABRIC ENCLOSURE
FT	FEET
I.D.	IDENTIFICATION
IN	INCH
INV	INVERT
HDPE	HIGH DENSITY POLYETHYLENE
LLC	LIMITED LIABILITY COMPANY
LWD	LARGE WOODY DEBRIS
NO.	NUMBER
OHW	ORDINARY HIGH WATER
RD	ROAD
SIM	SIMILAR
STA	STATION
TYP	TYPICAL
U.S.	UPSTREAM
WA	WASHINGTON
YR	YEAR

NO.	BY	DATE	REVISION DESCRIPTION

LK	BN	BN
DRAWN	DESIGNED	CHECKED
BN	05/19/14	140216
APPROVED	DATE	PROJECT

**NORTH CLACKAMAS PARKS AND
SPRING PARK WETLAND, TRAIL AND
CLACKAMAS COUNTY**

GENERAL NOTES

THE CONTRACTOR SHALL ATTEND MANDATORY PRE-BID MEETING. THE CONTRACTOR SHALL ATTEND PRE-CONSTRUCTION CONFERENCES WITH NORTH CLACKAMAS PARKS AND RECREATION DISTRICT PRIOR TO BEGINNING CONSTRUCTION.

ODFW IN-WATER WORK PERIODS

LARGE WOOD SHALL BE INSTALLED DURING THE PERMITTED IN-WATER WORK PERIOD.

UTILITIES

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY OWNERS FOR LOCATIONS AND TO FIELD VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE ONE-CALL NUMBER FOR UNDERGROUND UTILITIES IS 1-800-332-2344.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF ALL EXISTING UTILITIES THROUGHOUT CONSTRUCTION.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROMPTLY NOTIFY THE ENGINEER OF ANY CONFLICT WITH EXISTING UTILITIES.

ALL EXISTING FACILITIES, LANDSCAPE IMPROVEMENTS, AND UTILITIES NOT SPECIFICALLY IDENTIFIED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT CONSTRUCTION OR RESTORED AT COMPLETION OF THE WORK.

CONSTRUCTION ACCESS/TRAFFIC CONTROL

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING ANY REQUIRED TRAFFIC CONTROL INCLUDING, BUT NOT LIMITED TO, SIGNAGE AND FLAGGERS.

ALL EQUIPMENT, MATERIALS AND PERSONNEL SHALL REMAIN WITHIN THE LIMITS OF DISTURBANCE.

THE CONTRACTOR SHALL KEEP THE WORK AREAS IN A CLEAN AND NEAT CONDITION FREE OF DEBRIS AND LITTER FOR THE DURATION OF THE PROJECT.

ALL AFFECTED AREAS OUTSIDE THE LIMITS OF DISTURBANCE INCLUDING ROADS AND ACCESS ROUTES SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AT THE CONTRACTOR'S EXPENSE.

PUBLIC RIGHTS-OF-WAY SHALL BE KEPT IN A CLEAN AND SERVICEABLE CONDITION AT ALL TIMES. IN THE EVENT MATERIALS ARE INADVERTENTLY DEPOSITED ON ROADWAYS THE MATERIAL SHALL BE PROMPTLY REMOVED. MATERIALS ARE TO BE SWEEPED AND REMOVED PRIOR TO ANY STREET FLUSHING.

THE CONTRACTOR SHALL AVOID ALL WETLAND AREAS THAT OCCUR OUTSIDE OF THE LIMITS OF DISTURBANCE.

CONSTRUCTION STAKING

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT WILL PROVIDE STAKING OF PROJECT LIMITS, CENTERLINE OF PROPOSED TRAIL AND ELEVATION CONTROL POINTS.

THE CONTRACTOR SHALL REPLACE DAMAGED OR DESTROYED CONSTRUCTION STAKES AT NO COST TO THE OWNER.

THE CONTRACTOR SHALL AVOID ALL WETLAND AREAS THAT OCCUR OUTSIDE OF THE LIMITS OF DISTURBANCE.

CONSTRUCTION MATERIALS

LOCATION, ALIGNMENT, SIZE, AND ELEVATION OF LARGE WOOD MAY VARY FROM THE ENGINEER BASED ON FIELD CONDITIONS, AND MATERIAL SIZE.

ANY EXCESS MATERIALS SHALL BE STOCKPILED NEATLY IN AN APPROVED LOCATION OF THE STOCKPILE AND STAGING AREAS. THE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO THE COMPLETION OF WORK.

VEHICLE OPERATIONS AND STAGING

THE CONTRACTOR SHALL COMPLETE VEHICLE STAGING, CLEANING, MAINTENANCE, REFUELING, AND FUEL STORAGE IN VEHICLE STAGING AREA PLACED 100 FEET FROM ANY STREAM, WATER BODY OR WETLAND.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING QUICK RESPONSE AND CLEANUP MEASURES ON THE SITE, ALONG WITH PERSONNEL TRAINED IN METHODS FOR DISPOSAL OF SPILLED MATERIALS AND SPILL CONTAINMENT.

CONTRACTOR SHALL INSPECT ALL VEHICLES OPERATED WITHIN 150 FEET OF ANY STREAM, WATER BODY OR WETLAND DAILY FOR FLUID LEAKS BEFORE VEHICLE STAGING AREA. REPAIR ANY LEAKS DETECTED IN THE VEHICLE BEFORE THE VEHICLE RESUMES OPERATION. DOCUMENT INSPECTIONS AND METHODS THAT IS AVAILABLE FOR REVIEW UPON REQUEST.

BEFORE OPERATIONS BEGIN AND AS OFTEN AS NECESSARY DURING CONSTRUCTION, PRESSURE WASH ALL EQUIPMENT THAT WILL BE USED BELOW BANKFACES UNTIL ALL VISIBLE EXTERNAL OIL, GREASE, MUD, AND OTHER VISIBLE CONTAMINANTS ARE REMOVED.

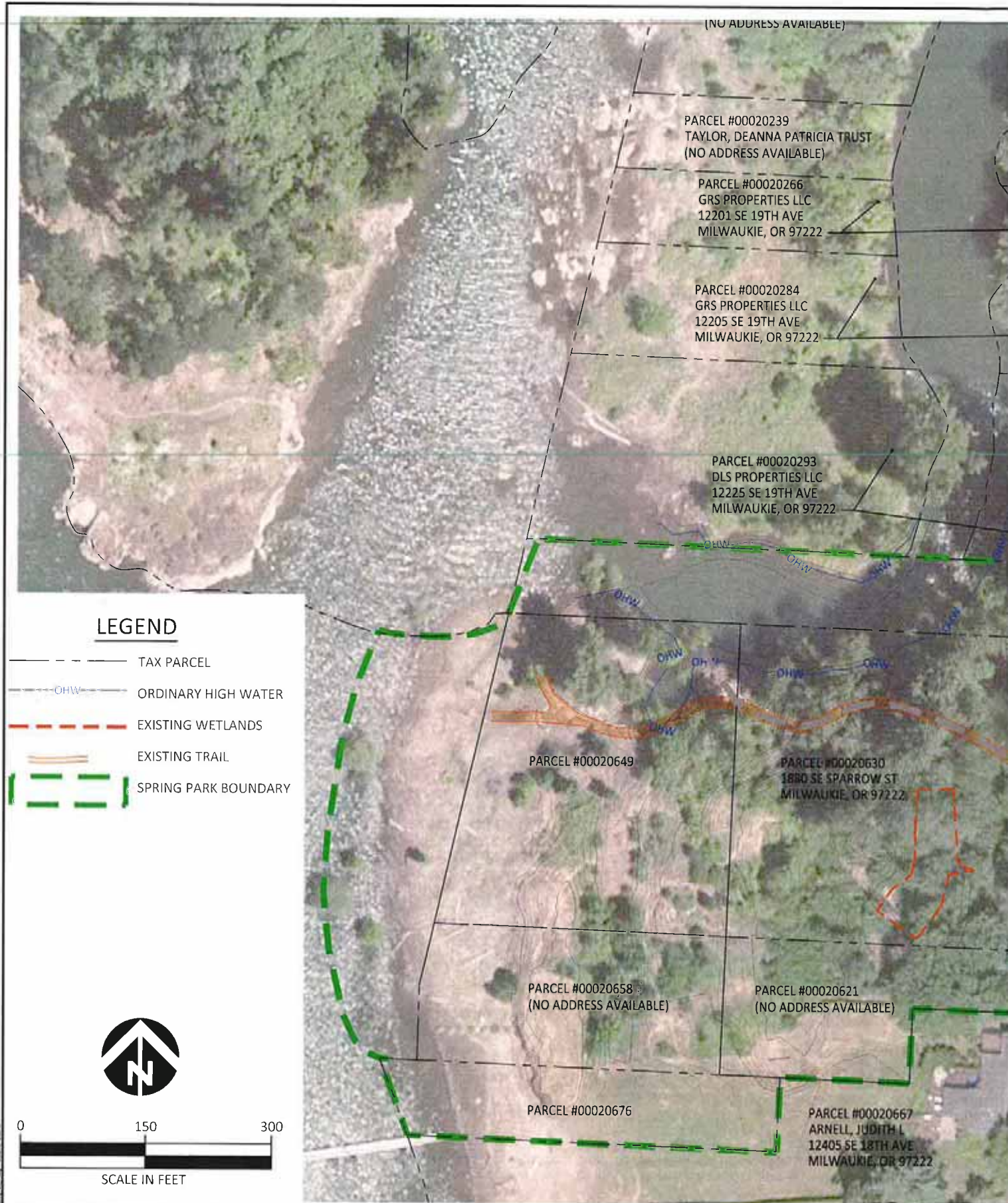
CONTRACTOR SHALL DIAPER ALL STATIONARY POWER EQUIPMENT (PUMPS, CRANES) OPERATED WITHIN 150 FEET OF ANY STREAM, WATER BODY OR WETLAND TO PREVENT LEAKS, UNLESS SUITABLE CONTAINMENT IS PROVIDED TO PREVENT POTENTIAL SPILLS FROM ENTERING ANY STREAM OR WATER BODY.

EXCAVATION QUANTITIES	
CUT BELOW OHW	30 CY
FILL BELOW OHW	30 CY
WETLAND CUT	5 CY
WETLAND FILL	5 CY

NO.	BY	DATE	REVISION DESCRIPTION

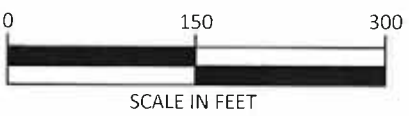
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BN	05/19/14	140216
APPROVED	DATE	PROJECT

**NORTH CLACKAMAS PARKS AND
SPRING PARK WETLAND, TRAIL AND
CLACKAMAS COUNTY**



LEGEND

- TAX PARCEL
- ORDINARY HIGH WATER
- EXISTING WETLANDS
- EXISTING TRAIL
- SPRING PARK BOUNDARY



NO.	BY	DATE	REVISION DESCRIPTION

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**NORTH CLACKAMAS PARKS AND
SPRING PARK WETLAND, TRAIL AND
CLACKAMAS COUNTY**

EROSION CONTROL

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL NECESSARY EROSION CONTROL FACILITIES TO COMPLY WITH APPLICABLE EROSION CONTROL REGULATIONS.

THE CONTRACTOR SHALL IMPLEMENT MEASURES TO CONTROL AND MINIMIZE WIND-BLOWN DUST FROM THE SITE.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING EROSION, SEDIMENT, AND POLLUTION CONTROL MEASURES TO COMPLY WITH ALL APPLICABLE REGULATIONS. NOTICE TO PROCEED WILL NOT BE ISSUED UNTIL THE CONTRACTOR OBTAINS AN APPROVED EROSION CONTROL PLAN.

THE CONTRACTOR SHALL SUBMIT NAME, ADDRESS AND 24-HOUR PHONE NUMBER OF PERSON RESPONSIBLE FOR EROSION PREVENTION AND SEDIMENT CONTROL MEASURES, AND SPILL CONTAINMENT.

THE CONTRACTOR IS ADVISED THAT THE PROJECT AREA DRAINS TO A SALMON BEARING STREAM AND/OR STATE WATERS AND THAT THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE RECEIVING WATERS FROM DELETERIOUS EFFECTS OF CONSTRUCTION.

EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE COURSE OF CONSTRUCTION AND UNTIL ALL DISTURBED EARTH IS STABILIZED IN FINISH GRADES.

EROSION, SEDIMENT, AND POLLUTION CONTROL MEASURES MUST BE IMPLEMENTED PRIOR TO ANY GROUND DISTURBING ACTIVITY ON THE PROJECT SITE, AND IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DO NOT LEAVE THE PROJECT SITE, ENTER THE DRAINAGE SYSTEM OR ROADWAYS, OR VIOLATE APPLICABLE WATER STANDARDS. DURING THE CONSTRUCTION PERIOD, EROSION, SEDIMENT, AND POLLUTION CONTROL MEASURES SHALL BE UPGRADED AS NEEDED FOR STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.

RIP SOILS ALONG ACCESS ROAD TO 6-INCH DEPTH AND SEED TO RECLAIM ACCESS ROUTES BEFORE PROJECT COMPLETION.

INSPECTION AND MAINTENANCE

AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES OF RAIN PER 24 HOUR PERIOD.

SEDIMENT MUST BE REMOVED FROM SILT FENCES BEFORE IT REACHES APPROXIMATELY ONE THIRD THE HEIGHT OF THE FENCE, ESPECIALLY IF HEAVY RAINS ARE EXPECTED.

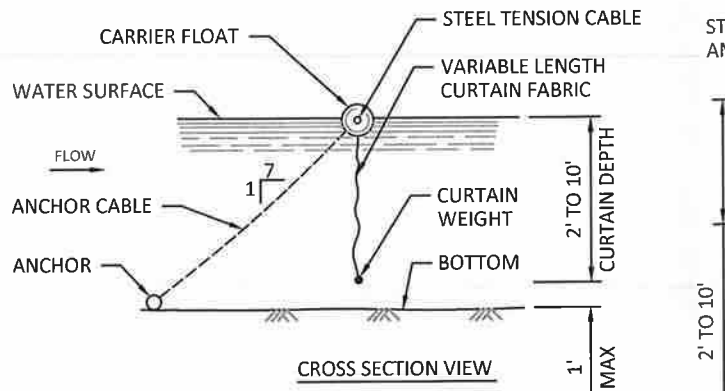
STABILIZE SOILS AND PROTECT SLOPES

ALL EXPOSED SOILS SHALL BE PROTECTED FROM EROSION BY MULCH SHEETING, HYDROSEED COVERING, OR OTHER APPROVED MEASURES. STABILIZED BEFORE A WORK SHUTDOWN, HOLIDAY OR WEEKEND IF NEEDED. THE WEATHER FORECAST. SOIL STOCKPILES MUST BE STABILIZED AND PROTECTED BY SEDIMENT TRAPPING MEASURES. HYDROSEED AS SOON AS PRACTICABLE IN AREAS NOT INDICATED IN THE CONTRACT DOCUMENTS FOR OTHER PROJECTS. STABILIZATION MEASURES.

DESIGN, CONSTRUCT, AND PHASE CUT AND FILL SLOPES IN A MANNER THAT MINIMIZE EROSION. REDUCE SLOPE VELOCITIES ON DISTURBED SLOPES WITH TEMPORARY BARRIERS. STORMWATER FROM OFF SITE SHOULD BE HANDLED SEPARATELY FROM STORMWATER GENERATED ON SITE.

AFTER FINAL SITE STABILIZATION

ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED. TEMPORARY BMPs ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE REMOVED FROM THE SITE OR INCORPORATED INTO FINISHED GRADING. DISTURBED AREAS RESULTING FROM REMOVAL SHALL BE PERMANENTLY STABILIZED.

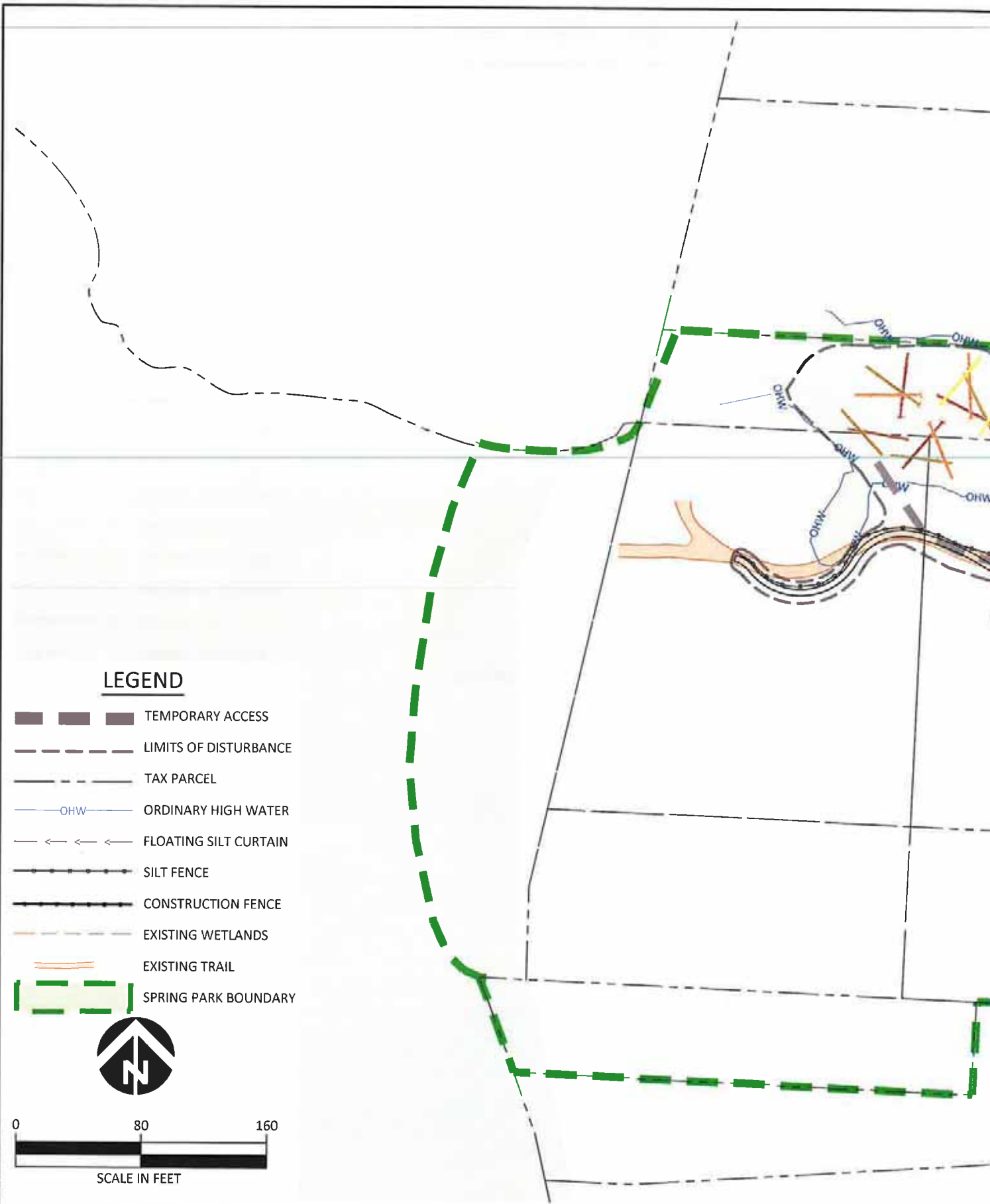


1
3 **FLOATING SILT FENCE**
NOT TO SCALE











NO.	BY	DATE	REVISION DESCRIPTION

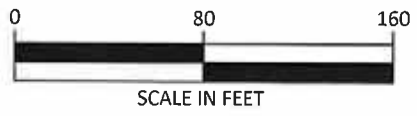
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DRAWN	DESIGNED	CHECKED
BN	05/19/14	140216
APPROVED	DATE	PROJECT

NORTH CLACKAMAS PARKS AND SPRING PARK WETLAND, TRAIL AND CLACKAMAS COUNTY



LEGEND

-  TEMPORARY ACCESS
-  LIMITS OF DISTURBANCE
-  TAX PARCEL
-  ORDINARY HIGH WATER
-  FLOATING SILT CURTAIN
-  SILT FENCE
-  CONSTRUCTION FENCE
-  EXISTING WETLANDS
-  EXISTING TRAIL
-  SPRING PARK BOUNDARY













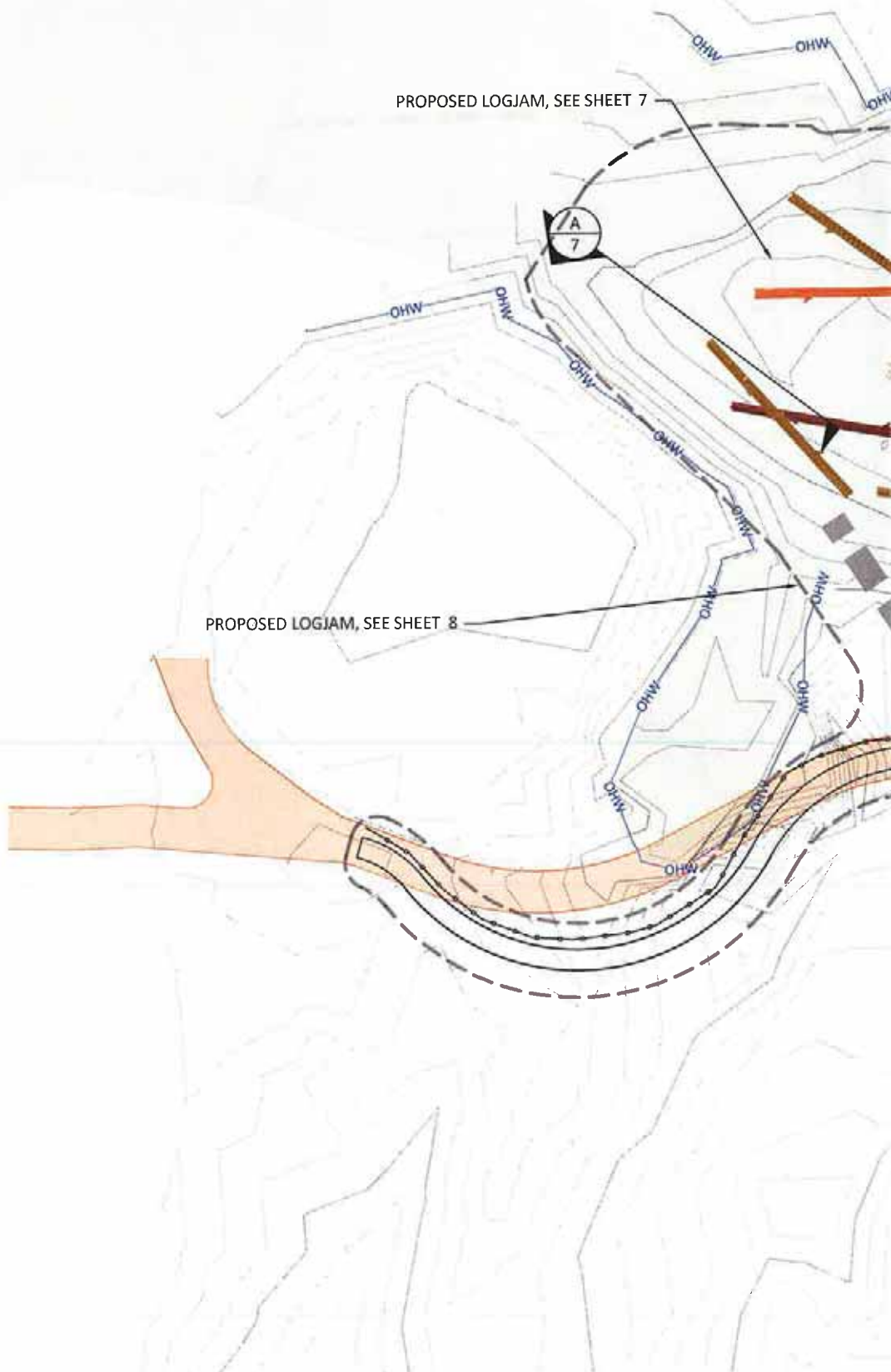
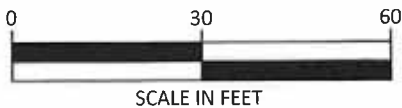
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DRAWN	DESIGNED	CHECKED
BN	05/19/14	140216
APPROVED	DATE	PROJECT

**NORTH CLACKAMAS PARKS AND
SPRING PARK WETLAND, TRAIL AND
CLACKAMAS COUNTY**

LEGEND

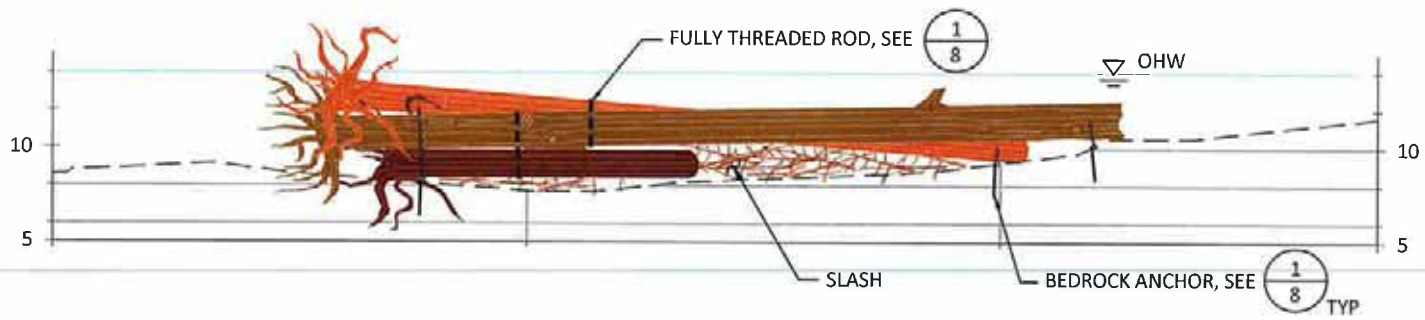
-  TEMPORARY ACCESS
-  LIMITS OF DISTURBANCE
-  ORDINARY HIGH WATER
-  FLOATING SILT CURTAIN
-  EXISTING WETLANDS
-  EXISTING TRAIL
-  LOG JAM WOOD LAYER 1
-  LOG JAM WOOD LAYER 2
-  LOG JAM WOOD LAYER 3
-  LOG JAM WOOD LAYER 4



NO.	BY	DATE	REVISION DESCRIPTION

LK	BN	BN
DRAWN	DESIGNED	CHECKED
BN	05/19/14	140216
APPROVED	DATE	PROJECT

**NORTH CLACKAMAS PARKS AND
 SPRING PARK WETLAND, TRAIL AND
 CLACKAMAS COUNTY**

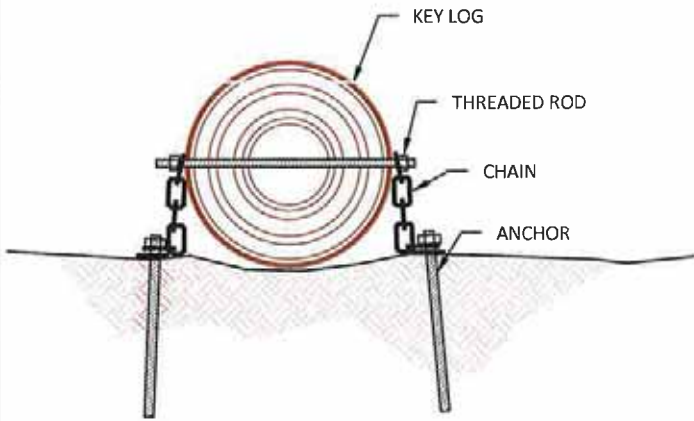


A
7
SECTION
NOT TO SCALE

NO.	BY	DATE	REVISION DESCRIPTION

LK DRAWN	BN DESIGNED	BN CHECKED
BN APPROVED	05/19/14 DATE	140216 PROJECT

NORTH CLACKAMAS PARKS AND
 SPRING PARK WETLAND, TRAIL AND
 CLACKAMAS COUNTY



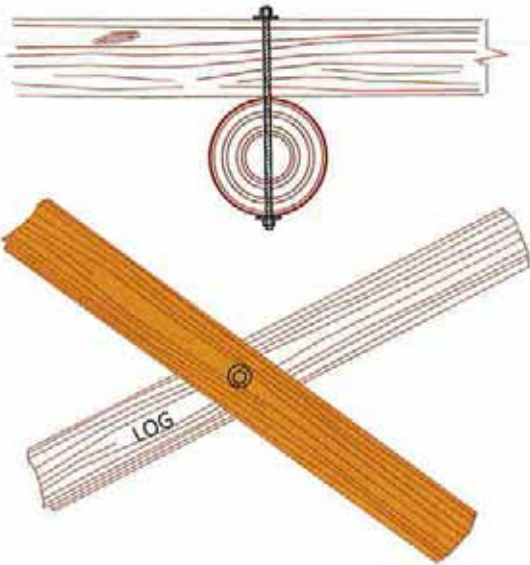
BEDROCK ANCHOR

1. DRILL 1-1/4" HO
2. CLEAN HOLE W
3. CLEAN THREA
4. ALLOW ACETON
5. INJECT EPOXY I
6. TO PREVENT AI
7. WITHDRAWING
8. APPROXIMATE
9. INSTALL 1-1/8"
10. TURNING THE E
11. ALLOW EPOXY

LOG ANCHORED TO

1. SECURE LOG BY
2. FTR ON EACH S
3. INSTALL STEEL
4. SECURE NUT BY
5. FILE OR GRIND
6. BOLT CAP.

1
8 ANCHOR TO BEDROCK
NOT TO SCALE



1. PIN LOGS TO LOGS
2. DRILL 1-1/4" HOLE THROUGH LOG(S).
3. INSERT 1-1/8" DIA. ALL-THREAD REBAR.
4. INSTALL STEEL PLATES AND JAM NUTS.
5. FILE OR GRIND OFF SHARP EDGES.

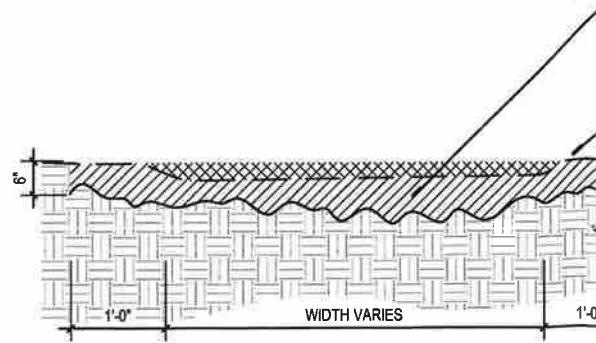
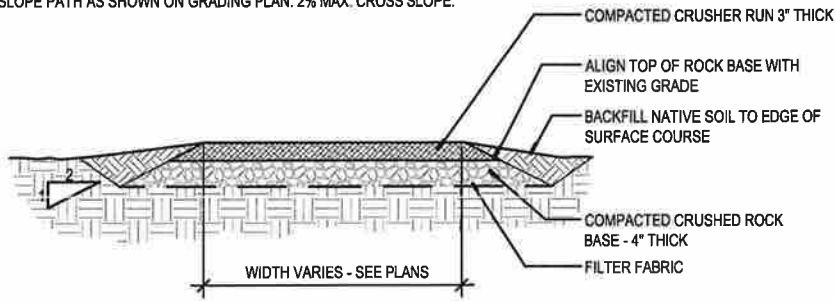
2
8 LOG-LOG FASTENING
NOT TO SCALE

NO.	BY	DATE	REVISION DESCRIPTION

LK	BN	BN
DRAWN	DESIGNED	CHECKED
BN	05/19/14	140216
APPROVED	DATE	PROJECT

**NORTH CLACKAMAS PARKS AND
SPRING PARK WETLAND, TRAIL AND
CLACKAMAS COUNTY**

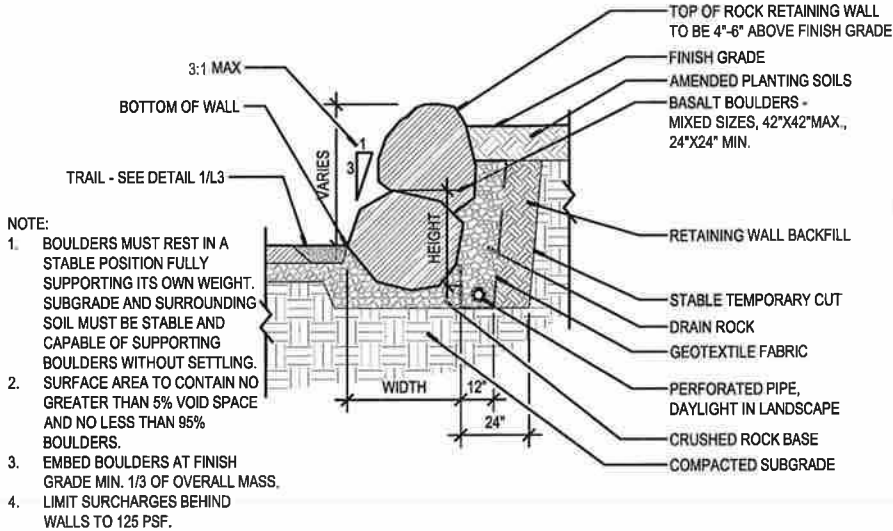
NOTES:
1. SLOPE PATH AS SHOWN ON GRADING PLAN. 2% MAX. CROSS SLOPE.



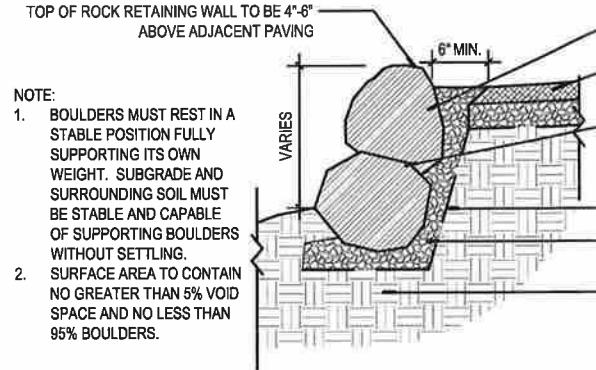
1 TRAIL SECTION

NOT TO SCALE

2 TRAIL DECOMMISSIONING SECTION

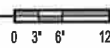


- NOTE:
- BOULDERS MUST REST IN A STABLE POSITION FULLY SUPPORTING ITS OWN WEIGHT. SUBGRADE AND SURROUNDING SOIL MUST BE STABLE AND CAPABLE OF SUPPORTING BOULDERS WITHOUT SETTLING.
 - SURFACE AREA TO CONTAIN NO GREATER THAN 5% VOID SPACE AND NO LESS THAN 95% BOULDERS.
 - EMBED BOULDERS AT FINISH GRADE MIN. 1/3 OF OVERALL MASS.
 - LIMIT SURCHARGES BEHIND WALLS TO 125 PSF.

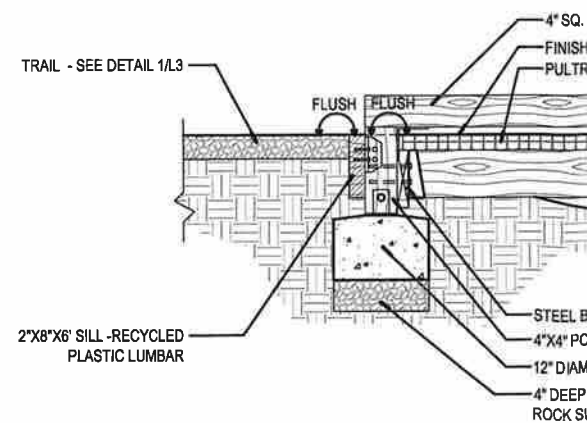
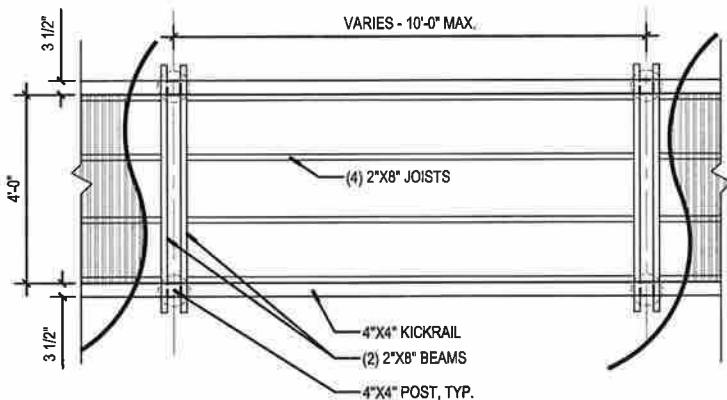


- NOTE:
- BOULDERS MUST REST IN A STABLE POSITION FULLY SUPPORTING ITS OWN WEIGHT. SUBGRADE AND SURROUNDING SOIL MUST BE STABLE AND CAPABLE OF SUPPORTING BOULDERS WITHOUT SETTLING.
 - SURFACE AREA TO CONTAIN NO GREATER THAN 5% VOID SPACE AND NO LESS THAN 95% BOULDERS.

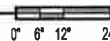
4 RETAINING BOULDERS - ABOVE PATH SECTION



5 RETAINING BOULDERS - BELOW PATH SECTION



7 BOARDWALK PLAN TYPE



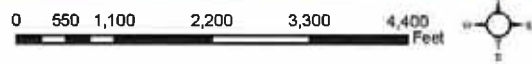
8 BOARDWALK ABUTMENT CONNECTION SECTION

DS	BJ	DW
MF	06/02/14	140216

NORTH CLACKAMAS PARKS AND SPRING PARK WETLAND, TRAIL AND CLACKAMAS COUNTY

APPENDIX C MAP OF STEWARDSHIP PROJECT AREA

Spring Park Natural Area Enhancement Project
NCPRD
12-26-12



Appendix D

USFS Agreement No.: **15-SA-11060600-005**
 Partner Agreement No.:
 Project Name.: 2015 Spring Park Natural Areas Project

Mod No.

Stewardship Agreement Financial Plan

Financial Plan Matrix:

Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS (Direct Costs)	FS CONTRIBUTIONS		PARTNER CONTRIBUTIONS (1)			(f) TOTAL
	(a) Noncash	(b) Cash to Partner	(c) Noncash (2)	(d) In-Kind	(e) Other Federal	
Salaries/Labor	\$1,725.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,725.00
Travel	\$375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$375.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contracted Stewardship Work	\$0.00	\$30,000.00	\$49,500.00	\$0.00	\$0.00	\$79,500.00
Subtotal	\$5,600.00	\$30,000.00	\$49,500.00	\$0.00	\$0.00	\$85,100.00
Partner Indirect Costs		\$0.00	\$0.00			\$0.00
FS Overhead Assessment	\$448.00					\$448.00
Total	\$6,048.00	\$30,000.00	\$49,500.00	\$0.00	\$0.00	\$85,548.00

Matching Costs Determination	
Total Forest Service Share =	(g)
(a+b)/(f) = (g)	42.14%
Other Federal Contribution =	(h)
(e)/(f) = (h)	0.00%
Total Federal Share =	(i)
(g+h) = (i)	42.14%
Total Partner Share	(j)
(c+d)/(f) = (j)	57.86%
Total	(k)
(i+j) = (k)	100.00%

Value of Goods for	\$0.00
Project Grand Total	\$85,548.00 (3)

(1) Partner contributions should be documented in the initial financial plan and can be revised as actual costs are incurred towards project completion (which can be the same or less than the initial rate- never more). Partner invoices should always be based on actual costs.

(2) Partner preaward costs may be counted toward cost-share, but will not be reimbursed. These costs should be properly documented and allowable per administrative requirements. Costs will not be accepted as match prior to notification of proposal acceptance by the Regional Forester (FSH 1509.11 72.61 (5)).

(3) Project grand total equals total value of goods for services plus the financial plan total.

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
Fish Biologist	\$345.00	5.00		\$1,725.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$1,725.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Vehicle #2304	1	\$75.00	5.00		\$375.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel

\$375.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment		\$0.00
------------------------	--	---------------

Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Logs from Stockpile		7.00	\$500.00	\$3,500.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation				
---------------------------------	--	--	--	--

Total Supplies/Materials		\$3,500.00
---------------------------------	--	-------------------

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
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation				
---------------------------------	--	--	--	--

Total Other		\$0.00
--------------------	--	---------------

Subtotal Direct Costs

\$5,600.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
8.00%	\$5,600.00		\$448.00
Total FS Overhead Costs			\$448.00

TOTAL COST

\$6,048.00

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$0.00
-----------------------------	---------------

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment **\$0.00**

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$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
Mobilization	Mobilization		\$5,000.00
Large wood	Transport		\$7,500.00
Access, Erosion Control			\$5,000.00
Large wood	Placement		\$5,000.00
Riparian vegetation and planting			\$7,500.00

Non-Standard Calculation

Total Other **\$30,000.00**

Subtotal Direct Costs	\$30,000.00
------------------------------	--------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$30,000.00	\$0.00

Total Coop. Indirect Costs **\$0.00**

TOTAL COST	\$30,000.00
-------------------	--------------------

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.

NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$0.00
-----------------------------	---------------

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
-----------------	--------

Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$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
Mobilization				\$5,000.00
Access, erosion Control				\$5,000.00
Survey Staking				\$5,000.00
Rough Grading				\$5,000.00
Re-planting				\$4,500.00
Natural Area Access				\$25,000.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation	
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Total Other	\$49,500.00
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Subtotal Direct Costs

\$49,500.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$49,500.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST

\$49,500.00



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Henderson LLC for Construction of the
Happy Valley Park Stream Stabilization Project**

Purpose/Outcomes	This contract will provide funding for construction that will stabilize Mt Scott Creek within Happy Valley Park
Dollar Amount and Fiscal Impact	The contract value is \$190,835.40.
Funding Source	CCSD#1 FY2015-16 budget - no County General Funds are involved.
Duration	Effective upon approval and terminates on June 30, 2017
Previous Board Action	7/16/15: BCC approved an IGA between CCSD#1 and City of Happy Valley for project.
Contact Person	Gail Shaloum, Environmental Policy Specialist – 503-742-4597

BACKGROUND:

Clackamas County Service District No. 1 (CCSD#1) identified the need for a stream stabilization project on Mt Scott Creek in Happy Valley Park. The existing stream has been impacted by changes to hydrology associated with development. To protect the channel from further degradation, contractors will stabilize it by installing boulder weirs and large woody debris. Staff has secured the necessary permits from Department of State Lands and U.S. Army Corps of Engineers to perform the work.

This issue was identified through CCSD#1's regular, periodic monitoring program. Funds were budgeted for construction in the approved FY2015-16 budget. Construction bids were sought in accordance with Local Contracting Review Board Rules in June/July 2015 and staff received six (6) bids. Henderson LLC was identified as the apparent low bidder at \$190,835.40. This cost includes construction and one year of maintenance. This contract has been reviewed and approved by County Counsel.

Work will occur on property owned by the City of Happy Valley. On July 16, 2015, the City of Happy Valley and CCSD#1 entered into an Intergovernmental Agreement to collaborate on the project.

RECOMMENDATION:

Staff respectfully recommends:

- 1) The Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 1 ("CCSD#1"), approve this Construction Contract between CCSD#1 and Henderson LLC for the Happy Valley Park Stream Stabilization Project for an amount not to exceed \$190,835.40.

Respectfully submitted,



Gregory Geist
Director

Placed on the Board Agenda of August 6, 2015 by Procurement Division.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

August 6, 2015, 2015

**MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS**

Please place on the Board Agenda of **August 6, 2015** this contract with Henderson LLC for the **Happy Valley Park Stream Stabilization Project** for Water Environment Services acting on behalf of Clackamas County Service District No. 1. This project was requested by Gail Shaloum, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty-two bid packets were sent out with six bids received: Henderson Environmental - \$190,835.40; Janz Enterprises - \$191,099.00; Biohabitats - \$243,973.53; LKE Corporation - \$246,512.30; Point Environmental - \$250,000.00; and Paul Brothers - \$290,803.97. After review of all bids, Henderson LLC was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$190,835.40. All in-water work shall be completed by September 30, 2015, planting shall be substantially completed by March 1, 2016 with a contract completion date of June 30, 2017 to allow for plant establishment. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under WES for fiscal years 2015/2016 and 2016/2017.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

CONTRACT WITH HENDERSON LLC FOR THE HAPPY VALLEY PARK STREAM STABILIZATION PROJECT

This Contract made and entered into in triplicate by and between Clackamas County Service District No. 1, a political subdivision of the State of Oregon hereinafter called "DISTRICT" and **HENDERSON LLC**, hereinafter called "CONTRACTOR", which parties do hereby agree as follows:

Section 1. Incorporation of Full Terms and Conditions: This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This Contract, or any modification of this Contract, will not be binding on either party except as written and signed by authorized agents of both parties.

Section 2. Contract Documents: The complete Contract consists of the following documents: the Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance Bond and the Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, the Plans, Drawings and Exhibits, this agreement including Sections 1-33, and any and all addenda prepared by or at the direction of and adopted by the DISTRICT and entitled **HAPPY VALLEY PARK STREAM STABILIZATION PROJECT**, and further identified by the signature of the parties to this Contract and all modifications thereof incorporated in the documents before their execution.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Should any dispute arise respecting interpretation of the specifications during the performance of this Contract, such dispute shall be decided by the DISTRICT and the decision shall be final and conclusive.

Section 3. Work to be Done: The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in good and workmanlike manner the project entitled **HAPPY VALLEY PARK STREAM STABILIZATION PROJECT** for the contract price of **\$190,835.40** in strict conformity with the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and the work performed and completed in accordance with specifications, and subject to the inspection and approval of the DISTRICT.

Section 4. Completion Time and Duration of Contract. Time is of the essence in this Contract and the CONTRACTOR agrees that **all in-water work shall be completed by September 30, 2015, planting shall be substantially completed by March 1, 2016 with a contract completion date of June 30, 2017 to allow for plant establishment.** The project is to

commence within ten (10) calendar days after the date of Notice To Proceed by the DISTRICT. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. If said CONTRACTOR shall be delayed in said work by acts of God, or of the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes, or neglect of said DISTRICT, or its employees, or those under it by contract or otherwise, or by changes ordered in the work, or delay authorized by the DISTRICT, then the time of completion shall be extended as outlined in Section 23 herein.

Section 5. Contract Payments: The DISTRICT promises and agrees, upon the performance and fulfillment of the covenants aforesaid, to pay the CONTRACTOR for said work in the manner provided by law and in the specifications the prices fixed in the CONTRACTOR'S Bid Proposal for said work as set forth herein under the Schedule of Bid Prices. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice.

Section 6. Permits, Licenses and Safety: The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work as required by the DISTRICT. In the performance of the work to be done under this Contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the DISTRICT.

Section 7. Materials and Improvements: Title to materials, improvements and other property required of the CONTRACTOR by this Contract shall vest in and become the property of the DISTRICT at the time such are tendered by the CONTRACTOR and accepted by the DISTRICT. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so furnished by the CONTRACTOR.

Section 8. Responsibility for Work: Prior to completion and final acceptance of work, the CONTRACTOR shall be responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

Section 9. Final Inspection: Except as otherwise provided in the Special Provisions of this Contract, the DISTRICT shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the DISTRICT by the CONTRACTOR that the work is completed. If the work is not acceptable to the DISTRICT, the DISTRICT shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before final acceptance by the DISTRICT can be made.

Section 10. Materials from District Property: The CONTRACTOR shall not take, sell, use, remove or otherwise dispose of any sand, gravel, rock, earth, firewood, and/or other material

obtained or produced from the project site, within the limits of rights-of-way, gravel pits, rock quarries or other property owned by or held by the DISTRICT unless specially authorized by this Contract or by written consent of the DISTRICT.

Section 11. Prosecution of the Work: Contractor shall not commence work under this Contract until the CONTRACTOR and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS 279C.830, all other bonding and insurance requirements have been met, and a Notice to Proceed has been issued.

Section 12. Emergency Conditions and Suspension of Activities: The DISTRICT shall have the authority to suspend, wholly or in part, the activities of the CONTRACTOR and contractors and subcontractors of the CONTRACTOR under this Contract for such period or periods of time as the DISTRICT may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

OTHER PAYMENTS

Section 13. Payments, Contributions and Liens:

- (1) Under the provisions of ORS 279C.505 the CONTRACTOR shall:
 - (a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
 - (b) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 - (c) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (d) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.
- (2) If the Contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.
- (3) Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer representing the DISTRICT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the Contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier

subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, provided that the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

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

Section 14. Medical Care: The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

LABOR LAWS - WAGE RATES

Section 15. Labor Laws and Prevailing Wages: If the Contract is for a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.), no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. are to be complied with. Insofar as applicable to the work to be done under this Contract, the CONTRACTOR shall pay prevailing wages and comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279C, which relates to wage rates to be paid on public works. Under such laws, no person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and one-half pay: (A) for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or (B) for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; and (C) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. Employers must give written notice to employees of the days and hours of required work.

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(1) Each worker in each trade or occupation employed in the performance of the Contract either by the CONTRACTOR, subcontractor or other person doing or contracting for the whole or any part of the work on this Contract shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(2) In the case of contracts for personal services as defined in ORS 279C.100, employees shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals who are excluded under ORS 653.020 or under 29 USC Section 201 to 219 from receiving overtime.

INDEMNITY – INSURANCE – BONDS

Section 16. Indemnity: The CONTRACTOR agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.

Section 17. Insurance:

A. COMMERCIAL GENERAL LIABILITY

Required by DISTRICT Not required by DISTRICT

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

B. AUTOMOBILE LIABILITY

Required by DISTRICT Not required by DISTRICT

The CONTRACTOR agrees to furnish the DISTRICT evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The DISTRICT, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by DISTRICT Not required by DISTRICT

The CONTRACTOR agrees to furnish the DISTRICT evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the DISTRICT, its officers, commissioners, agents 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 Contract. The DISTRICT, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

Required by DISTRICT Not required by DISTRICT

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICT. The insurance coverage shall also respond to cleanup cost. This coverage may be written in addition to or in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the DISTRICT for review and approval.

E. The certificate of insurance, other than the Worker's Compensation insurance, shall include CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the DISTRICT as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the DISTRICT in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the DISTRICT under this insurance. This policy(s) shall be primary insurance as respects to the DISTRICT. Any insurance or self insurance maintained by the DISTRICT shall be excess and shall not contribute to it.

F. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656.

The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

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

H. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the DISTRICT.

This policy(s) shall be primary insurance as respects to the DISTRICT. Any insurance or self-insurance maintained by the DISTRICT shall be excess and shall not contribute to it.

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

Section 18. Bonds: The CONTRACTOR agrees to furnish to the DISTRICT bonds covering the performance of the Contract and the payment of obligations each in the amount equal to the full amount of the Contract as it may be amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the DISTRICT.

The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the DISTRICT as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830.

Section 19. Acceptance of Bond and Insurance: The bond and insurance required by this Contract shall be furnished to the DISTRICT within 10 days of the date of this Contract, and no operation shall be started prior to written acceptance of said bond and insurance by the DISTRICT.

ADMINISTRATION OF CONTRACT

Section 20. Extension of Time: An extension of time on this Contract may be made by the DISTRICT only upon written request from the CONTRACTOR and with the written consent of the surety of the CONTRACTOR. Such extension will be granted only upon a showing by the CONTRACTOR that the failure to perform this Contract within the specified period was due to causes beyond the control of the CONTRACTOR and without fault or negligence of the CONTRACTOR. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the CONTRACTOR from completing this contract within the specified time. The DISTRICT does not have the authority to grant an extension to the in-water work window without approval of Oregon Department of Fish and Wildlife and Oregon Department of State Lands.

Section 21. Alterations in Details: The DISTRICT reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; provided however, such changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract nor release the surety of the CONTRACTOR on the performance bond and the CONTRACTOR agrees to do the work as changed or altered as if it had been a part of the original contract.

Section 22. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the DISTRICT may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of the CONTRACTOR or the representatives, employees or contractors of the CONTRACTOR. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; provided however, that any loss or cost to third parties is in no way recoverable from the DISTRICT through action or otherwise by third parties, and provided further, the CONTRACTOR make written application to the DISTRICT within 30 days after the event.

Section 23. Violations, Suspension, Cancellation and Termination: If the CONTRACTOR violates any of the provisions of this Contract, the DISTRICT, may, after giving written notice, suspend any further operations of the CONTRACTOR under this Contract, except such operations as may be necessary to remedy any violations. If the CONTRACTOR fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this section, the DISTRICT may, by written notice, cancel this Contract and take appropriate

action to recover all damages suffered by the DISTRICT by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds. The DISTRICT may terminate this Contract for any reason upon providing thirty (30) days written notice to CONTRACTOR.

Section 24. Subletting of Contract: It is understood and agreed that if all or any part of the work to be done under this Contract is subcontracted such subcontracting done by the CONTRACTOR or otherwise shall in no way relieve the CONTRACTOR of any responsibility under this Contract. The CONTRACTOR shall notify the DISTRICT, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the work to be done under this Contract.

Section 25. Assignment of Contract: The CONTRACTOR agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, or the power of the CONTRACTOR to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the DISTRICT.

Section 26. Notices: Any written notice to the CONTRACTOR which may be required under this Contract to be served on the CONTRACTOR by the DISTRICT may be served by personal delivery to the CONTRACTOR or the designated representative or representatives of the CONTRACTOR, or by mailing the notice to the address of the CONTRACTOR as such is given in the Contract, or by leaving the notice at said address. Should the CONTRACTOR be required to notify the DISTRICT concerning the progress of the work to be done, or concerning any matter or complaint which the CONTRACTOR may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the DISTRICT in person or mailed to the DISTRICT.

Section 27. Authorized Representative: During any period of operations or activity on the project entitled **HAPPY VALLEY PARK STREAM STABILIZATION PROJECT**, and during any period of doing the work required by this Contract on location, the CONTRACTOR shall have a designated representative or representatives available to the DISTRICT on the area or work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the CONTRACTOR any notice or instructions from the DISTRICT and to take such action as may be required in regard to performance of the CONTRACTOR under this Contract. The DISTRICT shall designate to the CONTRACTOR, the authorized representative/project manager", or his or her designee as authorized field representative who shall be authorized to receive notices, inspect progress of work, and issue instructions in regard to performance under the terms of this Contract.

Section 28. Inspection: The DISTRICT, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

Section 29. Removal of Equipment and Materials: It is understood and agreed that the CONTRACTOR, upon completion of the requirements of this Contract, is to promptly remove from the work location, and other property owned or controlled by the DISTRICT, all equipment, materials and other property the CONTRACTOR has placed or caused to be placed thereon that is not to become the property of the DISTRICT. It is further understood and agreed that any such equipment, materials and other property that are not removed within 30 days after the day the project work is accepted by the DISTRICT, or within such longer time as may be agreed upon in writing between the CONTRACTOR and the DISTRICT, shall become the property of the DISTRICT and may be used or otherwise disposed of by the DISTRICT without obligation to the CONTRACTOR or to any party to whom the CONTRACTOR may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this section shall be construed as relieving the CONTRACTOR from an obligation to clean up, and to burn, remove, or dispose of debris, waste materials, and such, in accord with other provisions of the Contract.

Section 30. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners Acting as the Governing Body of the Clackamas County Service District No. 1, its members, officers, agents, employees, or its authorized representatives, either personally or as public officials and employees; it always being understood that in such matters they act as agents and representative of the DISTRICT.

Section 31. Laws, Regulations and Orders: The CONTRACTOR at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.

Section 32. Description of a CONTRACTOR: The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following:

(a) The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

(b) This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to DISTRICT employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

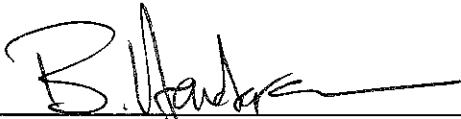
(c) The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, DISTRICT, or federal employee.

Section 33. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

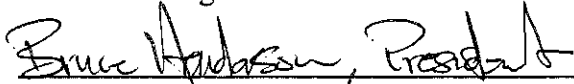
The undersigned, by its signature, agrees to perform the scope of work as described in the Contract Documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Henderson LLC
200 North State Street, Suite 103
Lake Oswego, OR 97034

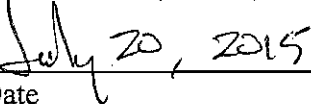
CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS Acting as
the Governing Body of the Clackamas
County Service District No. 1 by:




Authorized Signature



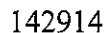
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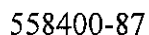
Date



Telephone Number / Fax Number



CCB License Number



*Oregon Business Registry Number



Entity Type / State of Formation

Chair

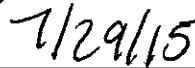
Recording Secretary

Date

APPROVED AS TO FORM



County Counsel



Date



17 & 13

Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Personal Services Contract for Water Environment Services on Behalf of Tri-City Service District and Clackamas County Service District No. 1 and Barney & Worth, Inc. for Public Affairs Consulting Services

Purpose/Outcomes	Provide strategic communication and outreach strategy, guidance and support for initiatives related to: master planning efforts; capital projects; legal and regulatory issues; and rates and services for wastewater treatment.
Dollar Amount and Fiscal Impact	The contract is for an amount not to exceed \$150,000.00 (split between Districts).
Funding Source	Clackamas County Service District No. 1 (CCSD#1) and Tri-City Service District (TCSD) FY 2015-16 Annual Budgets. No County general funds are involved.
Duration	Through June 30, 2016
Previous Board Action	The BCC has previously engaged other communication support professionals for the service districts relating to major capital project questions or discussions. No prior action has been taken with respect to this agreement.
Contact Person	Lane Miller, Purchasing Manager - (503) 742-5442 Amy Kyle, Public and Government Affairs – (503) 742-5973
Contract No.	N/A

BACKGROUND:

WES manages Clackamas County Service District No. 1 and the Tri-City Service District (together, the "Districts").

Wastewater treatment and service issues have become a recent matter of significant public concern, and several advisory bodies are reviewing different components of those issues. To ensure that the public is being well-informed regarding the issues, the Districts requested PGA provide communications support for the conversation. A resource review indicated that the level of support necessary to meet the Districts' needs would require additional contracted help. Purchasing, on behalf of PGA, conducted a procurement process and out of that process Barney & Worth, a local communications firm, was selected.

Consistent with the procurement, Barney & Worth's services are to include development and delivery of the following:

- Recommendations for use of the Districts' online customer research panel.
- Recommendations for collateral/marketing/outreach materials and website content that educate ratepayers and regional partners on complex issues.
- Guidance on public affairs and communication strategy between WES and the partner cities in both CCSD#1 and TCSD.
- Guidance on communication/outreach strategy for internal partners, including BCC, Emergency Management, Department of Transportation and Development, and Business and Community Services, among others.
- Communication support and counsel to partner cities (Damascus, Gladstone, Happy Valley, Milwaukie, Oregon City, and West Linn) in regard to Districts' messaging.
- Guidance on media and editorial strategy.
- Assistance with the identification of and outreach to stakeholder groups, regional governments, and private sector leadership groups.

The Barney & Worth contract, if approved, will be managed by PGA on behalf of the Districts. Each of CCSD#1 and TCSD will be parties to the agreement and will be the source of funds to pay for the agreement, as the work is being done on behalf of the Districts.

The agreement with Barney & Worth to furnish personal services has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends Board take separate votes on behalf of CCSD#1 and TCSD to approve the Professional Services Contract with Barney and Worth providing strategic communications and outreach support for the Districts.

Respectfully submitted,



Gregory L. Geist
Director

Placed on Board Agenda of August 6, 2015 by Procurement Division of Finance.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

August 6, 2015

**MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS**

Please place on the Board Agenda of **August 6, 2015** this contract with Barney and Worth, Inc. for **Public Affairs Consulting Services for Water Environment Services on Behalf of Tri-City Service District and Clackamas County Service District No. 1** for Water Environment Services. This contract was requested by Amy Kyle, Project Manager, Public and Government Affairs. Proposals were requested for all the personal services necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty proposal packets were sent out with one proposal received: Barney and Worth, Inc. - \$150,000.00. After review of the proposal and an additional interview, Barney and Worth, Inc. was determined to be the responsive and responsible proposal. The total annual contract amount is not to exceed \$150,000.00. The contract completion date is June 30, 2016 with the option for three (3) one (1) year renewals. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under the Districts for fiscal year 2015/2016.

Respectfully Submitted,

Kim A. Cook
Procurement Staff

PERSONAL SERVICES CONTRACT with Barney & Worth, Inc. for Public Affairs Consulting Services for Water Environment Services on Behalf of Tri-City Service District and Clackamas County Service District No. 1

This contract ("Contract") for personal services is entered into by and between **Tri-City Service District and Clackamas County Service District No. 1**, a political subdivision of the State of Oregon, hereinafter referred to as the DISTRICTS, and **Barney & Worth, Inc.**, hereinafter called the CONTRACTOR to provide the services described in the Request for Proposal, and the Proposal Response, and the revised Proposal Response in Attachment A, which by this reference is hereby made part of and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE

This Contract covers the materials and services as described in Request for Proposals, the Proposal Response and Attachment "A." Work shall be performed in accordance with a schedule approved by the DISTRICTS. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence **upon contract execution and continue through June 30, 2016, with an option to renew three (3) additional one (1) year periods.**

II. COMPENSATION

A. The DISTRICTS agree to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICTS contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$150,000.00.**

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

- 1 The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
2. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to the DISTRICTS employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).
3. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, District or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. If the materials and services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

1. CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.

c. Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.

2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the DISTRICT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

5. The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all

moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

7. The CONTRACTOR agrees to indemnify, hold harmless and defend the DISTRICTS, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.

8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

9. In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the DISTRICTS in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICTS and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos PCBs, or when it has been rendered harmless, by written agreement of the DISTRICTS and CONTRACTOR.

10. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or PCBs.

11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

12. All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

IV. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

Required by DISTRICTS Not required by DISTRICTS

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

B. AUTOMOBILE LIABILITY

Required by DISTRICTS Not required by DISTRICTS

The CONTRACTOR agrees to furnish the DISTRICTS evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the DISTRICTS, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The DISTRICTS, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by DISTRICTS Not required by DISTRICTS

CONTRACTOR agrees to furnish DISTRICTS evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of DISTRICTS, its officers, commissioners, agents 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 Contract. DISTRICTS, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

Required by DISTRICTS Not required by DISTRICTS

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICTS. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits

shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the DISTRICTS for review and approval.

E. Such insurance shall provide sixty (60) days written notice to the DISTRICTS in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the DISTRICTS under this insurance. This policy(s) shall be primary insurance as respects to the DISTRICTS. Any insurance or self insurance maintained by the DISTRICTS shall be excess and shall not contribute to it.

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

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

H. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the DISTRICTS as an additional insured. Proof of insurance must include a copy of the endorsement showing the DISTRICTS as a scheduled insured.

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

V. SUBCONTRACTS

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

VI. TERMINATION – AMENDMENT

A. This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County Acting as the Governing Body for the DISTRICTS.

C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services. The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Barney & Worth, Inc.
1211 SW Fifth Ave., Suite 2330
Portland, OR 97204-3732

Clackamas County Board of County
Commissioners Acting as the Governing Body of:
the Tri-City Service District by;

W. Clark Worth
Authorized Signature

Chair, Tri-City Service District

W. Clark Worth / Vice President
Name / Title (Printed)

Recording Secretary

7/28/15
Date

Date

503 222-0146
Telephone/Fax Number

Clackamas County Board of County
Commissioners Acting as the Governing Body of:
Clackamas County Service District No. 1

CCB License # (if applicable)

Chair

148159-14
Oregon Business Registry #

Recording Secretary

"C" Corporation / Oregon
Entity Type/State of Formation

Date

Approved as to Form:
[Signature]
County Counsel

7/28/15
Date