

AGENDA

Thursday November 1, 2018 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-108

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval to Enter into a Project Based Voucher (PBV) Contractual Agreement for Housing Assistance Payments (AHAP) with Pleasant Street Housing LLC
2. Adoption of the Housing Authority of Clackamas County's Cash Management and Investment Policy

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

III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. Approval of a Previously Approved Land Use Ordinance, ZDO-270, Transportation System Plan Amendment (Nate Boderman, County Counsel) *previously approved 10-3-18*

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

Service District No. 5 (Street Lighting)

1. Board Order No. _____ Forming a 12-Lot Assessment Area within Clackamas County Service District No. 5, Assessment 46-18 Mabel Ave. 12-Lot Petition (Wendi Coryell, DTD)

V. 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 Amendment No. 3 of a Revenue Intergovernmental Agreement with Oregon Department of Human Services, Office of Vocational & Rehabilitation Services – *Health Centers*

B. Department of Transportation & Development

1. Approval of Amendment No. 3 to the Supplemental Project Agreement No. 25214 with the Oregon Department of Transportation for the Salmon River (Elk Park Road) Bridge Project
2. Approval of a Professional Services Contract with Accela, Inc. to Provide Software Consulting Services for the Building Codes Division - *Procurement*

C. Finance Department

1. Approval of Contracts with Liberty Language Services Limited Liability Company for On-Call Interpreter Services for Clackamas County Departments – *Procurement*
2. Approval of a Contract with Flynn BEC LP for the PSB Re-Roof Project
3. Approval of a Contract with Earthworks Landscape Service, Inc. for Grounds Maintenance and Repair Services

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

E. County Administration

1. Approval of an Intergovernmental Agreement Grant Award with the State of Oregon

F. Juvenile Department

1. Approval of the Commercially Sexually Exploited Children (CSEC) Grant Award with Safety Compass

G. Business & Community Services

1. Approval of a Willamette Falls Legacy Project Rediscover the Falls 2018-19 Grant Agreement by and among Metro, the City of Oregon City, Clackamas County, and Rediscover the Falls, an Oregon Nonprofit Public Benefit Corporation

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of a Facility Use Agreement with the Clackamas County Master Gardeners Association (CCMGA) for Gardening Services at the Milwaukie Center

VII. DEVELOPMENT AGENCY

1. Approval of the First Amendment to the Road Maintenance Agreement with Clackamas Corporate Park, LLC

VIII. WATER ENVIRONMENT SERVICES

1. Amendment No. 2 to the Agreement between Water Environment Services and Brown and Caldwell, Inc. for Professional Engineering Services for Phase III of the Kellogg Creek Water Resource Recovery Facility (WRRF) Improvements Project - *Procurement*

IX. COUNTY ADMINISTRATOR UPDATE

X. COMMISSIONERS COMMUNICATION

November 1, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to enter into a Project Based Voucher (PBV) Contractual Agreement for Housing Assistance Payments (AHAP) with Pleasant Street Housing LLC

Purpose/Outcomes	Approval to enter into a AHAP Contract for 24 PBVs units at Pleasant Avenue Veteran Housing Project
Dollar Amount and Fiscal Impact	\$229,632 maximum per year \$4,592,640 maximum total over 20 years
Funding Source	U.S. Department of Housing and Urban Development Funds No County General Funds used
Duration	November 1, 2018 – October 31, 2038
Previous Board Action	The Housing Authority of Clackamas County Board of Commissioners approved Development Services Agreement on August 16, 2018
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to enter into a Housing Assistance Payment (AHAP) Contract with Pleasant Street Housing LLC to complete the award of 24 Project Based Vouchers (PBV) for new Veteran supportive housing. HUD requires a two-step process for PBV's to be awarded:

Step 1: Before construction can commence, the Housing Authority must enter an AHAP contract

Step 2: Once construction is complete the AHAP binds the Housing Authority to enter into the official Housing Assistance Payment (HAP) contract for the project based voucher units.

HACC is requesting pre-approval to enter into step one (1) of the AHAP contract, contingent upon HUD approving the subsidy layering review (SLR) for the project. To use PBVs, HUD must review any project's financial proforma and find it meets its cash flow and debt service coverage requirements as well as determine the rents being requested for the units are reasonable. HACC is confident the project will pass this SLR, but HUD has already had the paperwork 45 days and any further delays may cause a delay in the property closing and an increase construction costs as we approach winter season. Therefore, HACC is requesting this pre-approval to sign the AHAP as soon as HUD approves its SLR to avoid any further delays. HACC is then requesting approval to automatically enter into the formal HAP Contract upon completion of construction and approval of occupancy.

On June 13, 2017, NHA submitted a HOME Program application to build 24 one, two and three-bedroom units that are affordable to households below 60% of the area median income. Under the

Housing Opportunity through Modernization Act (HOTMA), HACC was able to invoke its right to conditionally award 24 PBV using this original HOME Program application and award. On August 16, 2018, HACC entered into a Development Services Agreement to acquire the project upon completion.

The AHAP agreement is required to secure PBV's before construction can begin and is needed for closing on the development. Approval to enter into the AHAP contract automatically approves the final award in the HAP Contract as units are completed.

RECOMMENDATION:

Staff recommends the HACC Board approve the execution of the AHAP Contract as soon as HUD completes and approves the subsidy layering review. Additionally, staff recommends the Board authorize Richard Swift, H3S Director, to sign on behalf of the Housing Authority of Clackamas County all documents related to the AHAP and subsequent HAP contract upon construction completion.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

**U.S. Department Of Housing And Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV AGREEMENT TO ENTER INTO
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART I

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract (“Agreement”) is entered into between: Housing Authority of Clackamas County (“PHA”) and

Pleasant Street Housing LLC (“owner”).

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract (“HAP contract”) units to in accordance with Exhibit B to comply with Housing Quality Standards (“HQS”), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner of the contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II and the following Exhibits:

EXHIBIT A: The approved owner’s PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- location of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent) and utility services to be paid by the tenant.
- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

1.4 Significant Dates

- A. **Effective Date of the Agreement:** The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until any required subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will have separate effective dates for each stage.

**Single-stage project**

- i. Effective Date for all contract units: 10/01/2018
- ii. Date of Commencement of the Work: The date for commencement of work is not later than 365 calendar days after the effective date of this Agreement.
- iii. Time for Completion of Work: The date for completion of the work is not later than 1095 calendar days after the effective date of this Agreement.

**Multi-Stage Project**

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

1.5 Nature of the Work

This Agreement is for **New Construction** of units to be assisted by the project-based voucher program.



This Agreement is for **Rehabilitation** of units to be assisted by the project-based voucher program.

1.6 Schedule of Completion

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

- A. The owner must obtain prior PHA approval for any change from the work specified in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner as determined by PHA in accordance with HUD requirements.
- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner as determined by the PHA in accordance with HUD requirements.
- C. The PHA may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work Completion

A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.

B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:

1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, the owner may be required to submit additional documentation as evidence of completion of the housing. Check the following that apply:

A certificate of occupancy or other evidence that the contract units comply with local requirements.

An architect or developer's certification that the housing complies with:

the HQS;

State, local or other building codes;

Zoning;

The rehabilitation work write-up for rehabilitated housing;

The work description for newly constructed housing; or

Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

- A. **Completion of Contract Units:** Upon receipt of owner notice of completion of contract units, the PHA shall take the following steps:
1. Review all evidence of completion submitted by owner.
 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. **Non-Acceptance:** If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract at this point. However, work deficiencies may be corrected in accordance with Section 1.10 of this Agreement.
- C. **Acceptance:** If the PHA determines that the work has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance Where Work Deficiencies Exist

- A. If the PHA determines that work deficiencies exist, the PHA shall determine whether and to what extent the deficiencies are correctable, whether the units will be accepted after correction of the deficiencies, and the requirements and procedures (consistent with HUD requirements) for such correction and acceptance of contract units. The PHA shall notify the owner of the PHA's decision.
- B. **Completion in Stages:** When the units will be completed in stages, the procedures of this section shall apply to each stage.

1.11 Execution of HAP Contract

- A. **Time and Execution:** Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

- B. **Completion in Stages:** When the units will be completed in stages, the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in the HAP contract for each stage. Upon acceptance of the first stage, the owner shall execute the HAP contract and the signature block provided in the HAP contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the HAP contract for such stage.
- C. **Form of HAP contract:** The terms of the HAP contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the HAP contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the HAP contract shall be completed by the PHA.
- D. **Survival of Owner Obligations:** Even after execution of the HAP contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial Determination of Rents

- A. The estimated initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rents for each unit may in no event exceed the amount authorized in accordance with HUD requirements. Where the estimated or the initial rent to owner exceeds the amount authorized under HUD requirements, the PHA shall establish a lower estimated or initial rent to owner (as applicable), in accordance with HUD requirements.

1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.
- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be in accordance with HUD requirements.

- C. The acquisition of real property for a project to be assisted under the project-based voucher program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

- A. In order to minimize displacement of in-place families, if a unit to be placed under HAP contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if it is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with HUD requirements.

1.15 Termination of Agreement and HAP Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action, to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under this Agreement, HUD may assume the PHA’s rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in

default, pay annual contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - A. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - B. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
 2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in contracts by any Federal department or agency or the Comptroller General. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.
- B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.

- C. **Legal Relationship:** The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.
- D. **Exclusion of Third Party Claims:** Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of this Agreement or the HAP contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the HAP contract.
- E. **Exclusion of Owner Claims against HUD:** Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

- A. **Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials**
 - 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
 - 2. HUD may waive this provision for good cause.
- B. **Disclosure**

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement or HAP contract.

1.22 Transfer of the Agreement, HAP Contract or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

1.24 Lobbying Certifications

A. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

1.25 Subsidy Layering

A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.

B. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.* ; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959–1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* ; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–

1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 PHA and HUD Access to Premises and Owner Records

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the Agreement.

1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.
- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, Federal Register notices or other binding program directives.

1.30 Applicability of Part II provisions – Check all that apply

- Training, Employment and Contracting Opportunities
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- Equal Employment Opportunity
Section 2.2 only applies to construction contracts of more than \$10,000.
- Labor Standards Requirements
Sections 2.4, 2.8 and 2.10 apply when this Agreement covers nine or more units.
- Flood Insurance
Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

PUBLIC HOUSING AGENCY

Name (Print) Richard Swift for Housing Authority of Clackamas County

By: _____
Signature of Authorized Representative

Official title (Print): Director of Clackamas County Health, Housing and Human Services

Date: _____

OWNER

Name (Print) Trell Anderson of Pleasant Street Housing LLC

By: Trell Anderson
Signature of Authorized Representative

Official Title (Print): Authorized Representative

Date: 9/25/18

November 1, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Adoption of the Housing Authority of Clackamas County's
Cash Management and Investment Policy

Purpose/Outcomes	Approval of the Housing Authority of Clackamas County's Cash Management and Investment Policy
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source	U.S. Department of Housing and Urban Development (HUD) No County General Funds are involved.
Duration	November 1, 2018 until amended
Previous Board Action	None
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of the HACC Cash Management and Investment Policy and procedure.

The Annual Contributions Contract (ACC) requires HACC to deposit and invest all program funds for projects under an ACC in accordance with the terms of a General Depository Agreement. The General Depository Agreement must be in a form approved by HUD and is executed between the HACC and the depository. In addition, the ACC requires HACC to invest Federal Program monies only in HUD approved investments as outlined in the Cash Management and Investment Policy.

The adoption of this policy will have no financial impact on the County or HACC.

RECOMMENDATION:

Staff recommends that the Board approve and authorize the Housing Authority of Clackamas County's Cash Management and Investment Policy, effective November 1, 2018.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

HOUSING AUTHORITY OF CLACKAMAS COUNTY

Cash Management and Investment Policy and Procedures

Purpose

The Housing Authority of Clackamas County ("HACC" or "HA") follows PIH Notice 96-33 for governing cash management and approved investment instruments.

Background

The Annual Contributions Contract (ACC) requires HACC to deposit and invest all program funds for projects under an ACC in accordance with the terms of a General Depository Agreement. The General Depository Agreement must be in a form approved by HUD and is executed between the HA and the depository. In addition, the ACC requires HACC to invest Federal Program monies only in HUD approved investments.

General Depository Agreement

The General Depository Agreement (Form HUD-51999) shall be executed by the HA and the depository. The depository must be a financial institution whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Share Insurance Fund (NCUSIF). An original HUD-51999 should be maintained by the HA and the financial institution. A copy of the HUD-51999 should be sent to the HUD Area Office and the Field Accounting Office (along with the SF-1199A).

Collateralization of Deposits

HACC is required to continuously and fully (100%) secure all deposits regardless of type (i.e. regular, savings, etc.) that are in excess of the insured amount. This may be accomplished by the pledging or setting aside collateral of identifiable U.S. Government securities as prescribed by HUD. HACC has possession of the securities (or HACC will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of HACC as a bailee (evidenced by safe keeping receipt and a written bailment for wire contract) and will be maintained for the full term of the deposit. Such securities shall be owned by the depository and the manner of collateralization shall provide HACC with a continuing perfected security interest for the full term of the deposit in the collateral in accordance with applicable laws and Federal regulations. Such collateral shall, at all times, have a market value at least equal to the amount of the deposits so secured.

Investment of Funds

Funds Available for Investment include: (1) funds for current transaction purposes, (2) development and/or modernization funds (see below), (3) funds exceeding those necessary for the daily operation of the HA which are considered available for investment and (4) any operating reserve funds. As a general rule, the average amount on deposit in the General Fund cash accounts (the targeted maximum cash balance) should be the amount needed on hand for transaction purposes or as a safeguard against cash shortages. In the interest of good cash management, non-interest bearing deposits should be reduced to the amount necessary to maintain a good banking relationship.

Under the Modernization and Development Programs, the term "cash management" also means minimizing the time elapsing between the drawdown and disbursement of funds by HACC. HUD has established the maximum time to be generally three working days. Therefore, reference to "excess funds" also means the amount of modernization or development funds drawn down, but not needed for immediate disbursement. Interest income earned on modernization funds is included as operating income in the calculation of operating subsidy eligibility under the Performance Funding System (PFS). Interest income earned on development funds is credited to the development program and reduces the development cost of the project.

Approved Investment Securities

In most cases, purchases of securities shall have maturities which coincide with expected disbursements by HACC. For the purpose of investing operating reserves, issues shall be limited to maturities three years or less. Although some of the following securities have maturities longer than three years, they can be traded in the secondary market. A list of investments approved by HUD for the investment of HACC funds is attached. HACC is required to choose from these financial instruments. Within the HUD approved instruments, HACC is permitted to modify their investment policy without prior HUD approvals. The choice of investments from the approved list should be made using the criteria developed herein.

Determination of Investment Type

The determination of the best or appropriate types and mixtures of investments is dependent on several factors. The primary objective is safety. Once that objective is attained, the optimum return on the investment should be consistent with the goals of the cash management program of HACC. The factors that should be taken into account include the following:

- (1) Safety - Safety is achieved through adherence to the list of permitted investments which are backed by the full faith and credit of, or a guarantee of principal and interest by, the U.S. Government, a Government agency or issued by a Government-sponsored agency, coupled with an appropriate maturity date.
- (2) Yield - HACC should strive to achieve the highest yield consistent with the other factors of the investment policy. Tax-exempt securities are not appropriate for investment by a HA because it would not benefit from the tax advantage.
- (3) Liquidity - All investments must be capable of being liquidated on one day's notice. Therefore, no investments may be made which impose a longer notice period for redemption or which are not readily marketable.
- (4) Maturity - Investments should be scheduled to mature when the funds are needed. Sale of securities prior to maturity should be avoided due to the inherent risk. (If the market interest rate increases above the yield on the investment, the market value of the securities will decline.) Investments shall be limited to securities maturing in periods of

up to one year, or such lesser period that coincides with expected disbursements by HACC, but not beyond the current financing cycle. HACC may invest in securities up to three years for the investment of operating reserves.

(5) Amount - The best or most appropriate type of investment depends, to some degree, on the amount available for investment because certain investments require a large initial amount.

(6) Administrative Cost - In choosing an investment, HACC must consider the administrative work involved, particularly with regard to investments of short duration. Substantial amounts can be invested for periods as short as one or two days. However, the administrative costs with small amounts may be greater than the return on the investment, thus would not be justified or cost effective. Administrative costs will be higher with a more frequent turnover of investments and must be taken into account together with the yield and term in determining the optimum investment strategy.

Investment of Funds Held by Fiscal Agents

Funds held by the Fiscal Agent in any trust funds shall be invested in strict accordance with the Resolution establishing such funds. Where the Resolution contains no provision concerning the investment of funds, the funds shall be invested in securities approved for General Fund Investment provided such investment will mature or may be redeemed at the option of the purchaser at not less than the purchase price on or prior to the date such funds are required to be disbursed by the Fiscal Agent. A description of funds established by HACC resolutions authorizing the issues of bonds is attached.

Investment Register

An investment register or other record shall be maintained by HACC or its agent. The register/record shall be maintained in such a manner that a determination can be made as to the amount of investment securities purchased from each fund and at a minimum provide for recording a complete description of investment instrument, date of purchase, purchase price, interest rate, and applicable date of sale or maturity. The investment register/record may also be used to identify the source of funds invested (i.e., modernization or development funds, tenant security deposit funds, operating funds).

Internal Controls

HACC shall implement the following internal controls to assist in controlling investments and preventing loss or misuse.

- (1) Investment transactions shall be authorized by HACC's board and documented in the board minutes.
- (2) Investment documents shall be kept in a safe fire-resistant locked file cabinet, safe deposit box, or other similarly secured location.
- (3) Individuals responsible for custody of securities shall be someone other than an individual maintaining the accounting records.
- (4) Investments shall be maintained in a custodian or trust account.
- (5) Investments shall be in the name of Housing Authority of Clackamas County.
- (6) Investments shall be recorded in detail in an investment ledger.

(7) A system shall be in place to insure that all interest earned is collected and credited to the appropriate HACC records.

(8) Investments shall be reconciled periodically to the detailed record (investment ledger).

Cash Management

A major factor contributing to the success of an investment program is the delegation of responsibility and authority for developing and executing it. HACC will compare the cost of establishing a cash management program in-house (if qualified professional staff are available) to contracting out. If HACC contracts for cash management and investment services, then the organization should have qualified personnel to achieve cost-effectiveness. Commercial banks and savings and loans association offer such services.

Good cash management, which is an objective of management, creates responsibilities for the use of funds. The primary goals of cash management are to assure the availability of cash for transaction needs, preserve the value of cash resources and earn the maximum return on funds until disbursed.

ATTACHMENT A

HUD APPROVED INVESTMENT INSTRUMENTS

1. Direct Obligations of the Federal Government Backed by the Full Faith and Credit of the United States

a. U.S. Treasury Bills

These securities are short-term obligations which a HA or its agent may purchase directly. Treasury Bills with 3- month and 6-month maturities are issued weekly and those with 9-month and 12-month maturities are issued monthly. The minimum denomination is \$10,000. They are issued on a discount basis and are redeemed at par upon maturity.

U.S. Treasury Bills are available for purchase at any time after issuance from investment departments of banks and from dealers in investment securities. Purchases may be made conveniently using the HA's depository bank. Treasury Bills may be acquired by subscription on the issue date from a Federal Reserve Bank or branch in amounts not in excess of \$200,000. Detailed information is contained in the weekly or monthly announcements which may be received regularly upon application to a Federal Reserve Bank or branch.

b. U.S. Treasury Notes and Bonds

These securities are issued periodically by the Treasury Department through Federal Reserve Banks and branches. They are medium to long-term obligations which a HA or its agent can only purchase in the secondary market to assure that they will mature at a date which coincides with scheduled disbursements by the HA. Outstanding issues may be purchased from banks or dealers in investment securities at the market price which on any given day may be more or less than the face amount.

(1) U.S. Treasury Notes

These notes mature in not less than one and not more than 10 years from the issue date and bear interest at fixed rates payable semi-annually.

(2) U.S. Treasury Bonds

These bonds mature after ten years from the issue date and bear interest at fixed rates payable semi- annually. Many issues of bonds are redeemable on call by the Treasury Department before maturity. The yield of such issues usually is computed to the first call date which may be as much as 5 years prior to maturity.

2. Obligations of Federal Government Agencies

a. Federal Financing Bank (FFB)

The Federal Financing Bank is authorized to purchase obligations held by Federal agencies and to issue obligations to the public.

b. Government National Mortgage Association (GNMA), Mortgage- Backed Securities (GNMA I and GNMA II)

The securities, guaranteed by GNMA are issued by an issuer (a GNMA approved mortgage lender). The securities are backed by a pool of government insured or guaranteed mortgages. The holders of the securities receive monthly payments of principal and interest. The minimum denomination issued is \$25,000. The difference in GNMA I and GNMA II is that the GNMA II payment date is on the 20th of the month and the GNMA I payment date is on the 15th; GNMA II uses a central paying agency whereas GNMA I has individual issuers sending checks to investors; and GNMA II has interest rates that vary within a one percent range. The maximum maturity for GNMA I and GNMA II is 30 years, except that GNMA I project loans mature in 40 years.

c. GNMA Participation Certificates

These securities, guaranteed by GNMA, were sold by GNMA as the trustee with various other Federal agencies as trusters. They represent beneficial interest in future payments of principal and interest on mortgage pools. Their maturities range between one and 20 years and the minimum denomination is \$5,000.

d. Maritime Administration Merchant Marine Bonds, Notes, and Obligations

These securities are issued by shipping companies and are backed by the full faith and credit of the U.S. Government. Each issue is further secured by a first preferred ship or fleet mortgage. Maturities and denominations vary.

e. Small Business Administration (SBA), Small Business Investment Corporation (SBIC) Debentures

When authorized by appropriation acts, the SBA may guarantee principal and interest payments on debentures of SBIC. The SBA may also pool these debentures and sell SBA- guaranteed debentures. These issues have maturities of 10 years and are issued in \$10,000 denominations.

f. Tennessee Valley Authority (TVA) Power Bonds and Notes

These securities are secured by a first charge on net power proceeds. Payment of interest and principal on them is ranked ahead of annual payments to the U.S. Treasury. They have been issued in multiples of \$1,000.

3. Securities of Government-Sponsored Agencies

a. Farm Credit Consolidated System-Wide Discount Notes

These notes are the secured joint and several obligations of the Farm Credit System which consists of the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives. They are issued in denominations of \$5,000 and maturities are authorized from 5 to 365 days.

b. Federal Farm Credit Banks Consolidated System-wide Bonds

These bonds are the secured joint and several obligations of the Farm Credit Banks. Their issuance supersedes individual bond issues by the Federal Land Banks, the Federal

Intermediate Credit Banks, and the Banks for Cooperatives. They are issued in multiples of \$1,000 for maturities in excess of 13 months and in multiples of \$5,000 for shorter maturities.

c. Federal Home Loan Banks Consolidated Obligations

These securities are the secured joint and several obligations of the Federal Home Loan Banks comprised of:

- (1) Bonds: Bonds which have maturities of one year or more. They are issued in multiples of \$10,000, \$25,000, \$100,000 and \$1,000,000.
- (2) Notes: Notes which have maturities of less than one year. They are issued in multiples of \$10,000, \$25,000, \$100,000 and \$1,000,000.
- (3) Discount Notes: Discount notes which have maturities ranging from 30 to 170 days. They are issued in denominations of \$100,000 and \$1,000,000.

d. FHLMC Mortgage Participation Certificates (PC) (Guaranteed)

These certificates represent undivided interest in specific fixed rate, first lien conventional and residential mortgages. FHLMC provides monthly interest and principal payments. The final payment is the first of the month and year in which the last monthly payment on the last maturing mortgage is scheduled to be paid.

e. FHLMC Collateralized Mortgage Obligations (CMOs)

CMOs are general obligations of FHLMC that are secured by a single pool of conventional mortgages owned by FHLMC. CMOs are issued in several classes with varying stated maturities. Semiannual principal payments are allocated to each class of the CMOs in the order of the stated maturity of each class so that no principal payments are made to holders of a class until classes with an earlier maturity are retired.

f. Federal National Mortgage Association (FNMA) Debentures

These debentures are issued in denominations ranging from \$10,000 and with maturities ranging from 20 to 25 years.

g. FNMA Notes

The minimum investment in these notes is \$50,000 with maturities ranging from 1 to 20 years.

h. FNMA Short-Term Discount Notes

These notes are similar to commercial paper and are tailored to the individual needs of investors. They are sold at published rates with maturities of 30 to 270 days and in denominations ranging from \$5,000.

i. FNMA Capital Debentures

These debentures are subordinated to the non-capital debentures, notes, and short-term discount notes. They were last issued in 1975 in a \$10,000 minimum denomination and with maturities of 5 and 25 years.

j. Student Loan Marketing Associations (SLMA) Obligations

SLMA issues obligations comprises of guaranteed student loans as follows:

(1) Floating Rate and Master Notes.

These notes bear interest at rates that vary with the 91-day Treasury Bill rate. Short-term borrowing have an original or remaining term maturity of one year or less.

(2) The Series E and F Floating Rate Notes.

These notes bear interest at rates which vary with the 91-day Treasury Bill, except that each issue has fixed minimum and maximum rates known as interest rate "collars" for any quarterly interest period.

(3) Zero Coupon Notes

These notes are shown at net proceeds adjusted for accretion of discount.

4. Demand and Savings Deposits

Demand and savings deposits at commercial banks, mutual savings banks, savings and loan associations and credit unions are permitted for HA funds provided that the entire deposit is insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF). A deposit in excess of the insurance coverage may be made at a depository institution provided that it is 100 percent collateralized by any of the securities listed under paragraphs 1, 2, and 3 of this Attachment. Care should be taken that withdrawals may be made on demand without loss of interest and without penalty.

5. Money-Market Deposit Accounts

Money-Market Deposit Accounts at depository institutions that may not be insured fully by the FDIC or NCUSIF are permitted provided that the certificates are fully backed by 100 percent collateral consisting of securities listed under paragraphs 1, 2, or 3 of this Attachment. When accounts exceed the \$100,000 insurance limitation, their safety also may depend on the HA's control of the underlying collateral which must consist of clearly identified (not pooled) U.S. Government securities. Possession of the collateral securities and a continuous perfected security interest may be the only sure protection against loss in case of financial institution failure.

6. Municipal Depository Fund

A Municipal Depository Fund (Fund) or Local Government Investment Pool which is established by States, municipalities, units of local government or other political subdivisions to serve as an investment fund for HAs is permitted. The securities purchased by a Fund shall be on the HUD-approved list of investment securities. HA shall have either an undivided or divided interest in securities comprising the Fund. The Fund shall be under the control of the Investment Company Act of 1940, and its objective shall be clearly stated. The investment objective of the Fund shall be to obtain as much income as possible consistent with the preservation and conservation of capital. The Fund shall disclose clearly the basis of earnings and how they are distributed. HA shall obtain a statement of potential default and risk and a clear demonstration that withdrawals from the Funds will not be so restricted as to impair a HA's day-to-day cash management

needs. The management fee shall be fixed at a reasonable amount and management shall be passive. HA shall limit the amount of funds invested in the Fund to no more than 30 percent of a HA's available investment funds. The Fund shall disclose the relationships of the investment advisor, manager, trustees, custodian and transfer agent. Each financial advisory relationship shall be evidenced by a written document executed prior to, upon, or promptly after the inception of the financial advisory relationship, or promptly after the creation or selection of the issuer. If the issuer does exist or has not been determined at the time the relationship commences, that written document shall set forth the basis of compensation for the financial advisory services to be rendered.

7. Super NOW Accounts

Super NOW accounts have been available and approved for public funds since January 1983. They offer a relatively high market rate and are fully transactional (have no limitations on the number of checks or transfers). Insurance and collateral requirements are as above for subparagraph e Demand and Savings Deposits.

8. Certificates of Deposit

a. Certificates of Deposit are permitted at depository institutions that are insured by an agency of the Federal Government. Caution must be exercised for certificates exceeding the \$100,000 insurance limit or when the term is longer than 30-90 days. Although the certificates' rate of return may be attractive for larger amounts and longer terms, U.S. Treasury securities offer superior safety and liquidity for the same amounts and terms. Certificates shall be in the HA's name. In addition a General Depository Agreement must be executed by each financial institution that issues a Certificate of Deposit.

b. Certificate amounts above \$100,000 are permitted provided that the excess is 100 percent collateralized by clearly identified (not pooled) U.S. Government securities. Possession of the collateral securities and a continuous perfected security interest may be the only sure protection against loss in case of bank failure.

c. Brokered deposits should be avoided because it is impossible to get \$100,000 federal insurance on a number of deposits placed by brokers.

9. Repurchase Agreements

Repurchase (repos) agreements for a term not to exceed 30 days may be entered into with Federally insured depository institutions to purchase and sale of securities identified under paragraphs 1, 2, and 3. A repurchase agreement is an agreement negotiated with a bank usually for a short period (1 to 7 days) wherein securities approved for investment are purchased from that bank at a stated price with the bank agreeing to repurchase them on a specified date for a specified amount. The minimum may vary, although it is usually \$100,000. There are three main types: (1) fixed term, where both parties are bound to the negotiated time period, (2) demand, where the agreement stays in effect until terminated by either party, and (3) day-to-day, where daily renewal is by mutual consent and 24-

hour notice is required for termination. The HA should review existing and future repos for compliance with the following certifications. Prior approval by HUD is not necessary, however, the repos seller depository or its agency must provide a written certification to HUD, Assistant Secretary for Public and Indian Housing (Office of Finance and Budget), the Area Office, and to the HA.

- a. that the depository's repo program complies with applicable Federal and State statutes and regulations and that the program does not involve sales or loans of Federal securities by securities dealers that are not regulated or that report to the Federal Reserve Board;
- b. that the depository owns the underlying Federal securities (approved for repurchase under HUD guidelines) when the repo interest is sold and that the value of the securities is equal to or greater than the amount the HA pays for the repo;
- c. that the HA has possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the HA as a bailee (evidenced by a safe keeping receipt and a written bailment for hire contract), from the time the repo interest is sold to the HA and will be (or is expected to be) maintained for the full term of the repo;
- d. that the repo agreement and any related documents identify specific Federal securities related to the specific repo purchased by the HA;
- e. that the repo interest does not represent any interest in a pool or fund of Federal securities for which registration under the Investment Company Act of 1940 may be required;
- f. that the HA will have a continuous perfected security interest in the underlying Federal securities under State or Federal law for the full term of the repo (disclosing the method by which perfection has or will be accomplished, i.e., by possession, filing, registration of book-entry securities and/or Federal preemption of State law by Federal regulation);
- g. that the depository or a reporting dealer selling the repo has not received any adverse financial report from a credit reporting agency, State or Federal regulatory agency; and
- h. that the depository will not substitute other securities as collateral, except to increase the value of the repo security to match the repos's purchase price.

10. Sweep Accounts

Sweep Accounts is a contractual agreement between a bank and a HA which provides that the bank will regularly "sweep" or transfer any available collected balances from the HA's account into repurchase agreements. The Sweep Accounts agreement shall include all the certification provided in the Repurchase Agreement and adherence to paragraph 4-3, Collateralization of Deposits.

11. Separate Trading of Registered Interest and Principal of Securities

Separate Trading of Registered Interest and Principal of Securities (STRIPS) are Treasury-based zero-coupon securities which consist of interest or principal on U. S. Treasury securities. STRIPS were issued in minimum increments of \$1,000. STRIPS pay no interest until maturity and the rate of return is "locked in" at the time of purchase. The delivery of STRIPS is accomplished by wire transfer through the Federal Reserve book entry system. STRIPS shall be in the name of the HA.

12. Mutual Funds

A Mutual Fund (Fund) is an investment company that makes investments on behalf of individuals and institutions. The Fund pools the money of the investors and buys various securities that are consistent with the Fund's objective.

a. Mutual Fund Criteria: The Fund shall be organized as a no-load, open-end, diversified management company and its shares shall be registered under the Securities Act of 1933. The Fund shall be under the control of the Securities Exchange Act of 1934, Investment Advisers Act of 1940 and the Investment Company Act of 1940. The investment objective of the Fund shall be to obtain as much income as possible consistent with the preservation, conservation and stability of capital. The mutual fund objective cannot be changed without the prior approval of fund shareholders.

b. The securities purchased by the Fund shall be on the HUD-approved list of investment securities. The Fund will not engage in options or financial futures. The HA shall limit the amount of funds invested in the Fund to no more than 20 percent of the HA's available investment funds. The Fund shall disclose clearly the basis of earnings and how they are distributed. The HA shall obtain a statement of potential default and risk. The HA's invested funds shall be accessible to the HA daily. It shall be demonstrated that any limitations on withdrawals will not impair the HA's day-to-day cash management needs.

c. The management fee shall be fixed at a reasonable amount. The Fund shall disclose the relationships of the investment advisor, manager, trustee, custodian and transfer agent. The Fund shall clearly state all services (such as wire transfers and check writing privileges) and charges. d. Investment in the Fund shall be authorized by a Board Resolution. A certified copy of the resolution shall accompany the initial application for the Fund.

e. The Fund (or custodian) and the HA shall sign the General Depository Agreement, HUD-51999 dated June 1991, modified as follows:

(1) In the title, "(Mutual Fund)" shall be added after General Depository Agreement. Whenever "depository" appears in the text it also refers to "mutual fund."

(2) The HA's name and location (including county or city) will be filled in the first clause of the General Depository Agreement. The name, location and the HA's mutual fund

account number also will be filled in the first clause. The second clause remains unchanged.

(3) The third clause is substituted as follows: "Whereas, under the terms of the Contract the HA shall invest in a mutual fund (herein called the depository) only on the terms set forth hereafter. Mutual fund is defined as an investment company that makes investments on behalf of individuals and institutions. The depository shall be organized as a no-load, open-end, diversified management company and its shares shall be registered under the Securities Exchange Act of 1933. The depository shall be under the control of the Securities Exchange Act of 1934, the Investment Advisers Act of 1940 and the Investment Company Act of 1940. HA shall acquire shares in a mutual fund whose portfolio includes only securities on the HUD-approved list of investment securities."

(4) Paragraphs 1, 3, 11 and 12 are deleted.

(5) Paragraphs 4 through 6 are modified to read as follows:

(a) Paragraph 4: Any shares purchased from HA funds shall be held by the depository in safe-keeping for the HA until sold. Dividends and distributions on such shares and the proceeds from the sale thereof shall be used to purchase additional shares or remitted directly to the HA.

(b) Paragraph 5: The language "from said Accounts" is deleted.

(c) Paragraph 6: The language "in respect of the Accounts" is deleted.

(d) Paragraphs 7 through 10 are not changed.

(e) The additional language can be typed on a separate page, attached and duly executed. The following language shall be added to the bottom of the page: Page number incorporated in and made a part of the General Depository Agreement between (HA) and (Depository).

ATTACHMENT B

INVESTMENT OF FUNDS HELD BY HA FISCAL AGENTS

Description of Funds

The funds established by HA resolutions authorizing the issuance of bonds to finance the development cost of projects are as follows:

(1) Debt Service Fund

This Fund is established pursuant to the Annual Contributions Contracts and HA Resolutions providing for the issuance of new HA bonds. The Fiscal Agent is explicitly required under the form of the Fiscal Agency Agreement entered into since 1964 to purchase and sell investment securities as the HA, with the approval of the Federal Government, may direct. Where a Fiscal Agency Agreement does not contain a specific requirement for the investment of Debt Service Funds, such investment must, nevertheless, be made since it is a general power and duty of a trustee, (implied if not expressed) to keep funds properly invested in order to attain safety and produce income for the trust funds.

(2) Advance Amortization Fund

(a) Since 1952, the form of Fiscal Agency Agreement in use requires the Fiscal Agent to invest funds on deposit in the Advance Amortization Fund as the HA, with the approval of the Federal Government, may direct. (b) With respect to the investment of funds resulting from a consolidated sale of bonds by an Agency Authority, only the Agency Authority of HUD may issue investment instructions to the Fiscal Agent. These instructions shall be consistent with HUD guidelines.

(3) Annual Contributions Reduction Account (sometimes called Supplementary Revenues Account); Bond Service Account; Series A Reserve Fund; General Bond Reserve Fund; Rental Debt Service Fund; and Excess Lands Account. The Resolution authorizing Series A and Series B Bonds issued prior to 1951 established these funds and the Resolution usually contains limitations on the investment of funds on deposit in one or more of such accounts.



November 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

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

Adoption of Previously Approved Comprehensive Plan Amendment
ZDO-270 – Transportation System Plan Amendments

Purpose/Outcomes	Amend the Clackamas County Comprehensive Plan, Chapter 5 Transportation System Plan
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Indefinitely
Previous Board Action	Board of County Commissioners held a public hearing on October 3, 2018
Strategic Plan Alignment	1. Grow a Vibrant Economy; Housing 2. Build Public Trust Through Good Government
Contact Person	Nate Boderman, Assistant County Counsel; 503-655-8364
Contract No.	N/A

BACKGROUND:

ZDO-270 is a legislative amendment to the Clackamas County Comprehensive Plan Chapter 5 – Transportation System Plan to incorporate three amendments to figures and tables in the adopted Comprehensive Plan. More specifically, the amendments would:

- Amend Figure 5-1, a-f Urban Cross Sections and Figure 5-2 a-f Rural Cross Sections to incorporate changes to the cross sections for consistency with national standards and adopted regional policies;
- Amend Appendix A.7 SE 172nd Avenue/190th Drive Corridor Management Plan, a plan jointly developed and adopted by Clackamas County and the City of Happy Valley, and incorporated by reference into the Comprehensive Plan with the following changes: a) Cover page and all figures updated to include City of Happy Valley logo alongside the County logo; b) Date has been updated to January 2018 on all pages; c) A new conceptual design “Overview” figure has been added as Figure 7-2E; d) Updates to the pagination and Table of Contents as necessary for the new Figure 7-2E; e) Revisions to Figures 7-1A, 7-1B, 7-2A through 7-2D, and 7-3A to show Happy Valley’s current Transportation System Plan roadway network and revised roadway cross section diagrams;

- Table 5-3c Long Term Capital Projects to remove Project ID# 3029 extending from Luther Road to King Road and replace it with two projects: a) Project ID# 3029a extending from Luther Road to Johnson Creek Boulevard; b) Project ID# 3029b extending from Johnson Creek Boulevard to King Road.

A public hearing was held on September 10, 2018, for Planning Commission consideration of the proposed Plan and ZDO amendments. The Planning Commission voted 6-0 to recommend to the BCC that ZDO-270 be approved as recommended by staff.

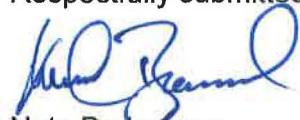
A public hearing was held on October 3, 2018, for the Board of County Commissioners' consideration of the proposed Plan amendments, as recommended by the Planning Commission. The BCC voted 5-0 to approve ZDO-270 as recommended by staff and the Planning Commission.

The attached exhibits reflect the amendments, as approved by the BCC.

RECOMMENDATION:

Staff respectfully requests that the Board adopt the proposed ordinance.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

Attachments:

Proposed Ordinance with Exhibits

ORDINANCE NO. ZDO-270

An Ordinance Amending Figures 5-1(a-f) Urban Cross Sections; Figures 5-2(a-f) Rural Cross Sections; Table 5-3(c) Long Term Capital Projects; and Appendix A of the Clackamas County Comprehensive Plan

WHEREAS, three minor amendments to the Clackamas County Comprehensive Plan, Chapter 5 Transportation System Plan have been put forward; and

WHEREAS, the first minor amendment is proposed to revise cross sections for urban roads and for rural roads found in Figure 5-1(a-f) and Figures 5-2(a-f), due to changes in national standards and adopted regional policies; and

WHEREAS, the second minor amendment is to the *SE 172nd Avenue and 190th Drive Corridor Management Plan*, jointly developed by Clackamas County and the City of Happy Valley and adopted by reference into Appendix A of the Comprehensive Plan, including the adoption date shown on the document cover, the pagination and table of contents, the cross sections in Figures 7-1A, 7-1B, 7-2A through 7-2D, and 7-3A, and including the addition of a new conceptual design "Overview" as Figure 7-2E; and

WHEREAS, the third minor amendments is to remove Project ID# 3029 from Table 5-3(c) Long Term Capital Projects, and replace it with two projects having the same project description, Project ID# 3029a that would extend from Luther Road to Johnson Creek Boulevard, and Project ID# 3029b that would extend from Johnson Creek Boulevard; and

WHEREAS, after a duly-noticed public hearing on September 10, 2018, the Clackamas County Planning Commission recommended approval of amendments to the Comprehensive Plan, as proposed by Staff; and

WHEREAS, after a duly-noticed public hearing on October 3, 2018, the Board of County Commissioners orally approved the Planning Commission's recommendation;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Figures 5-1(a-f) Urban Cross Sections and Figures 5-2(a-f) Rural Cross Sections; Table 5-3(c) Long Term Capital Projects; and Appendix A of the Clackamas County Comprehensive Plan are hereby amended, as shown in Exhibit A, hereto attached.

Section 2: The *SE 172nd Avenue/190th Drive Corridor Management Plan* is hereby amended, as shown in Exhibit B, hereto attached.

Section 3: This ordinance shall be effective on November 27, 2018.

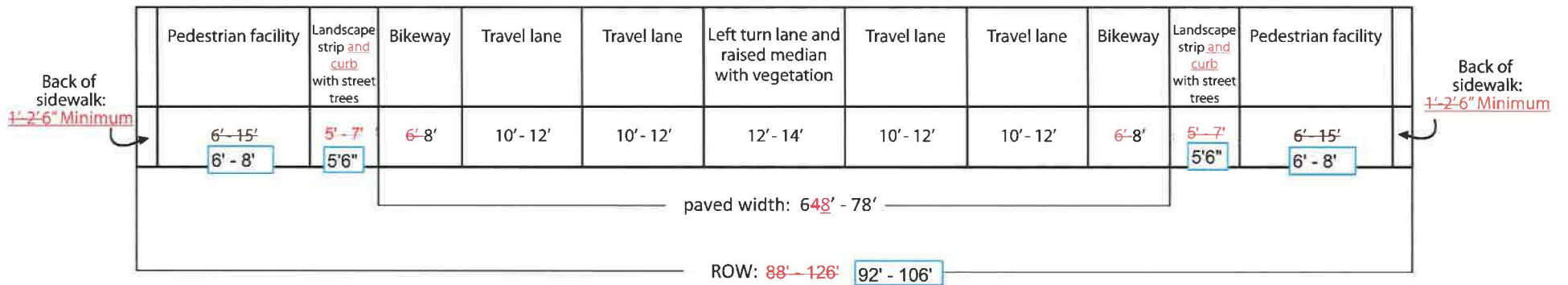
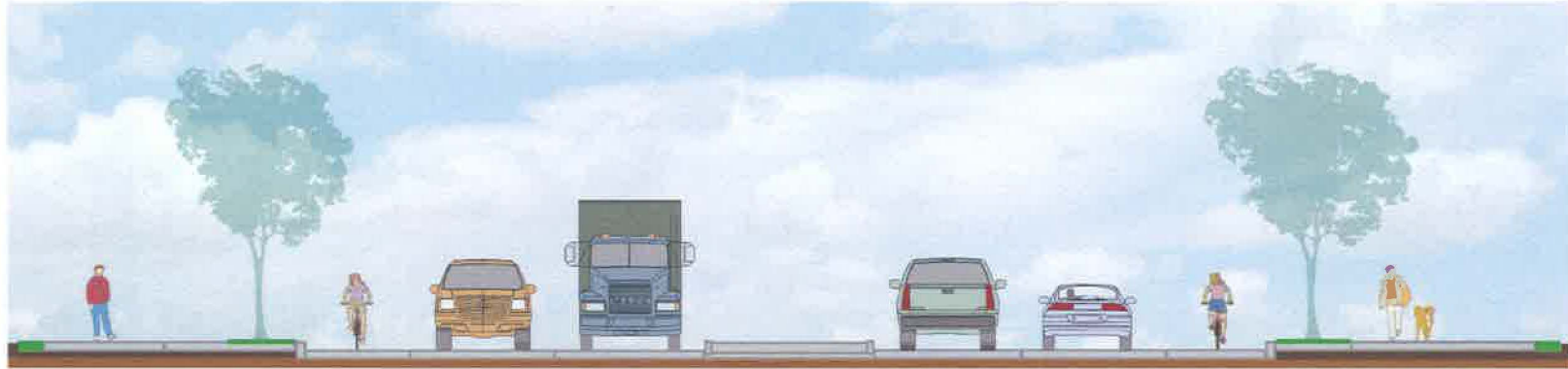
ADOPTED this 1st day of November, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Figure 5 - 1a
Typical Urban Major Arterial Cross Section



Notes:

EXISTING NOTES (TO BE REPLACED WITH PROPOSED NOTES):

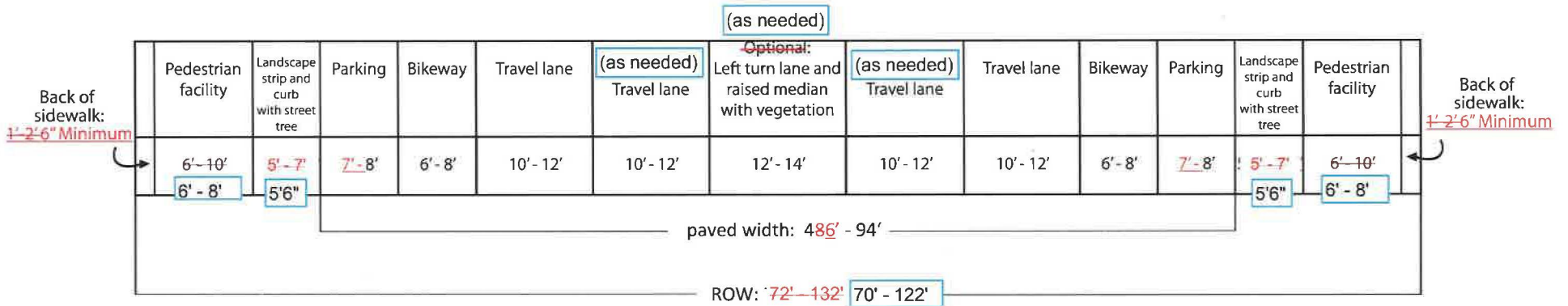
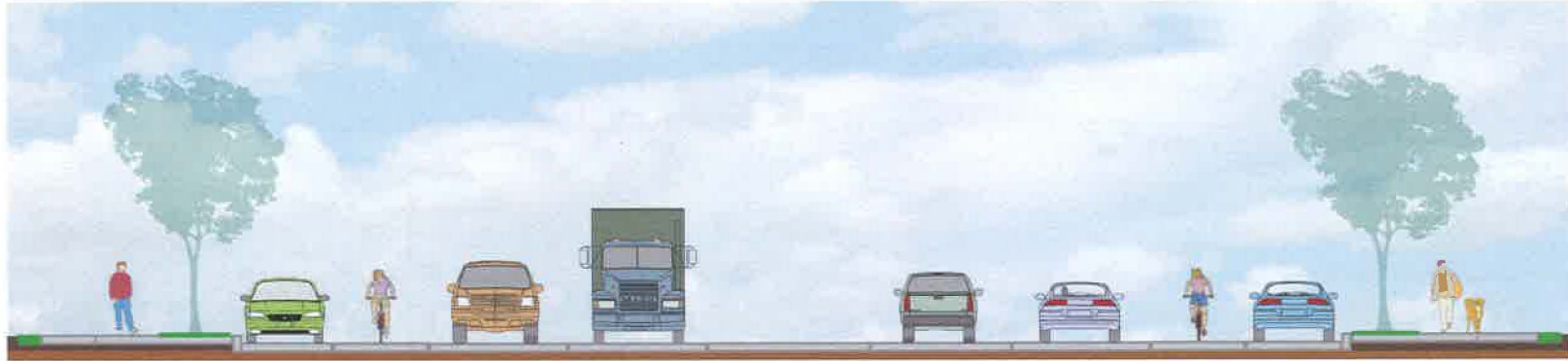
1. This standard cross section shall apply except where a Special-Transportation plan in Chapter 5 specifies a different cross section.
2. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
3. ~~Cross section may vary to accommodate Regional Transportation Functional Plan 3.08.110 Street System Design or to accommodate topographical or environmental constraints.~~
4. Within the range stated, precise dimensions of paved width shall be determined by Engineering based upon adjacent land use, vehicle traffic volume, existing travel lane width, design speed and crash history safety.
5. Medians, pedestrian-refuges, islands, curb extensions, parking, left turn lanes or right turn lanes shall be provided per the Comprehensive Plan, Capital Improvement Projects or as warranted by Roadway Standards. These improvements may require additional right-of-way.

PROPOSED NOTES:

1. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
2. Cross section may vary to accommodate Metro's Regional Transportation Functional Plan 3.08.110 Street System Design, to accommodate design modifications in compliance with the County Roadway Standards, or where a special transportation plan in Chapter 5 specifies a different cross section.
3. Medians, pedestrian refuges, islands, curb extensions, turn lanes, and drainage facilities shall be provided as needed in accordance with the Comprehensive Plan, the 5-year Transportation Capital Improvement Program, or as warranted by the Roadway Standards and will vary the required constructed and right-of-way width.
4. Bikeway facilities shall be based on the guidelines found in 5.2 of the Clackamas County Active Transportation Plan except as specified in the Comprehensive Plan and the 5-year Capital Improvement Program.

Last Amended March 1, 2014 – Last Amended November 27, 2018

Figure 5 - 1b
Typical Urban Minor Arterial Cross Section



Notes:

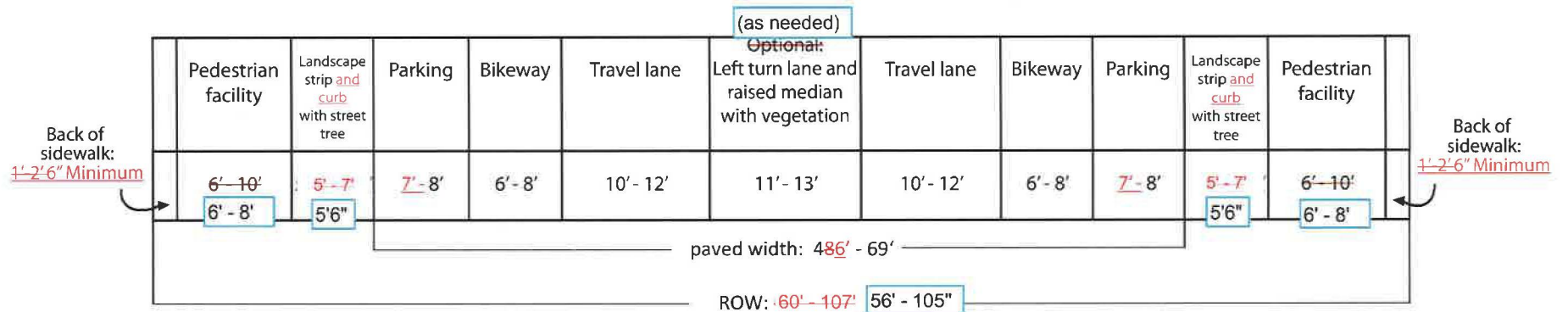
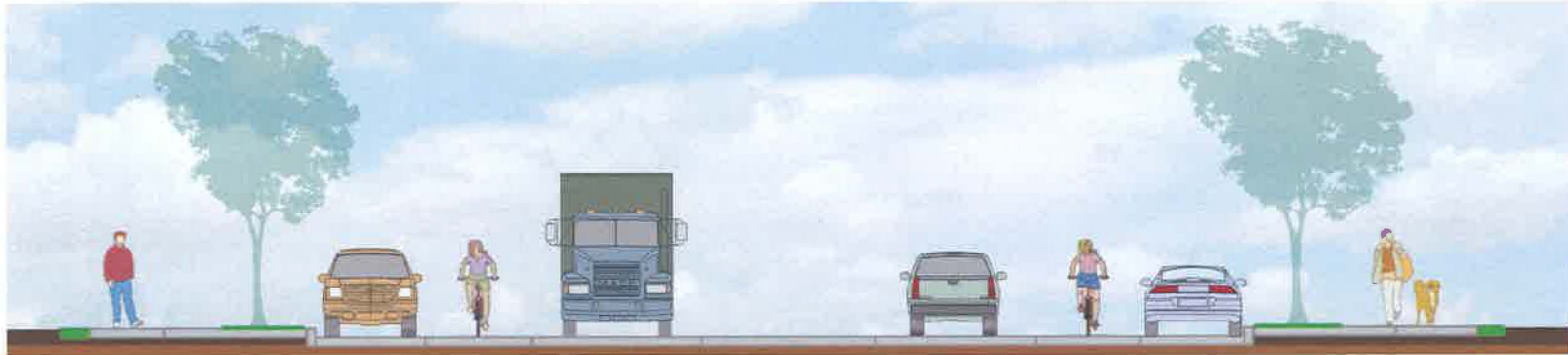
EXISTING NOTES (TO BE REPLACED WITH PROPOSED NOTES):

- ~~This standard cross section shall apply except where a Special Transportation plan in Chapter 5 specifies a different cross section.~~
- For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
- ~~Cross section may vary to accommodate Regional Transportation Functional Plan 3.08.110 Street System Design or to accommodate topographical or environmental constraints.~~
- ~~Within the range stated, precise dimensions of paved width shall be determined by Engineering based upon adjacent land use, vehicle traffic volume, existing travel lane width, design speed and crash history safety.~~
- ~~Medians, pedestrian refuges, islands, curb extensions, parking, left turn lanes or right turn lanes shall be provided per the Comprehensive Plan, Capital Improvement Projects or as warranted by Roadway Standards. These improvements may require additional right-of-way.~~

PROPOSED NOTES:

- For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
- Cross section may vary to accommodate Metro's Regional Transportation Functional Plan 3.08.110 Street System Design, to accommodate design modifications in compliance with the County Roadway Standards, or where a special transportation plan in Chapter 5 specifies a different cross section.
- Medians, pedestrian refuges, islands, curb extensions, turn lanes, and drainage facilities shall be provided as needed in accordance with the Comprehensive Plan, the 5-year Transportation Capital Improvement Program, or as warranted by the Roadway Standards and will vary the required constructed and right-of-way width.
- Bikeway facilities shall be based on the guidelines found in 5.2 of the Clackamas County Active Transportation Plan except as specified in the Comprehensive Plan and the 5-year Capital Improvement Program.

Figure 5 - 1c
Typical Urban Collector Cross Section



Notes:

EXISTING NOTES (TO BE REPLACED WITH PROPOSED NOTES):

- ~~This standard cross section shall apply except where a Special Transportation plan in Chapter 5 specifies a different cross section.~~
- For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
- Cross section may vary to accommodate Regional Transportation Functional Plan 3.08.110 Street System Design or to accommodate topographical or environmental constraints.
- ~~Within the range stated, precise dimensions of paved width shall be determined by Engineering based upon adjacent land use, vehicle traffic volume, existing travel lane width, design speed and crash history safety.~~
- ~~Medians, pedestrian refuges, islands, curb extensions, parking, left turn lanes or right turn lanes shall be provided per the Comprehensive Plan, Capital Improvement Projects or as warranted by Roadway Standards. These improvements may require additional right-of-way.~~

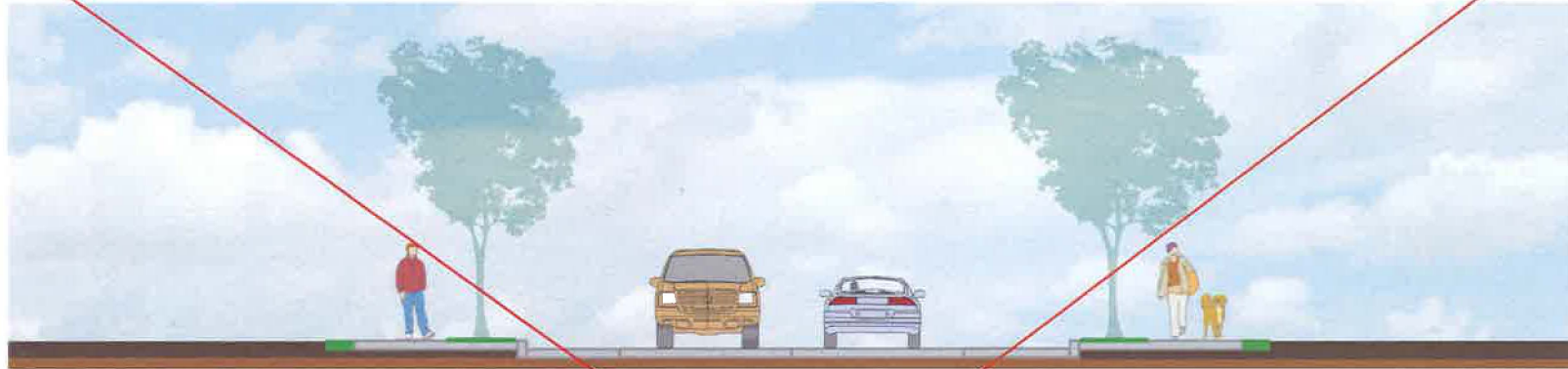
PROPOSED NOTES:

- For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
- Cross section may vary to accommodate Metro's Regional Transportation Functional Plan 3.08.110 Street System Design, to accommodate design modifications in compliance with the County Roadway Standards, or where a special transportation plan in Chapter 5 specifies a different cross section.
- Medians, pedestrian refuges, islands, curb extensions, turn lanes, and drainage facilities shall be provided as needed in accordance with the Comprehensive Plan, the 5-year Transportation Capital Improvement Program, or as warranted by the Roadway Standards and will vary the required constructed and right-of-way width.
- Bikeway facilities shall be based on the guidelines found in 5.2 of the Clackamas County Active Transportation Plan except as specified in the Comprehensive Plan and the 5-year Capital Improvement Program.

Last Amended March 1, 2014 – Last Amended November 27, 2018

Figure 5 - 1d
Typical Urban Connector Cross Section

SEE FIGURE
5-1e



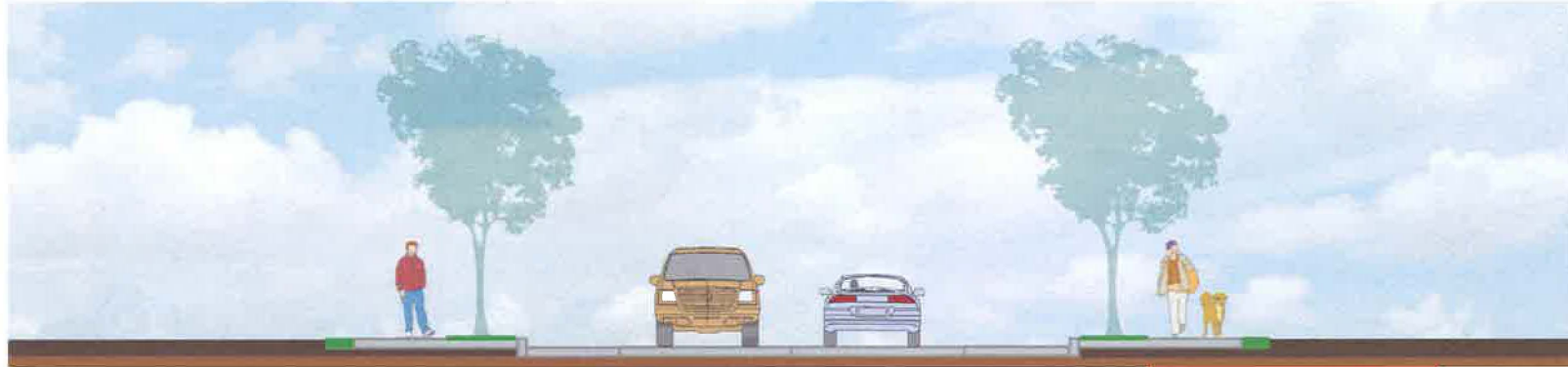
Back of sidewalk										Back of sidewalk	
Pedestrian facility	Landscape strip with street trees	Parking	Travel lane	Travel lane	Parking	Landscape strip with street trees	Pedestrian facility				
2'	5' - 7'	6'	7' - 8'	10' - 13'	10' - 13'	7' - 8'	6'	5' - 7'	2'		
			paved width: 34' - 42'								
ROW: 60' - 72'											

Notes:

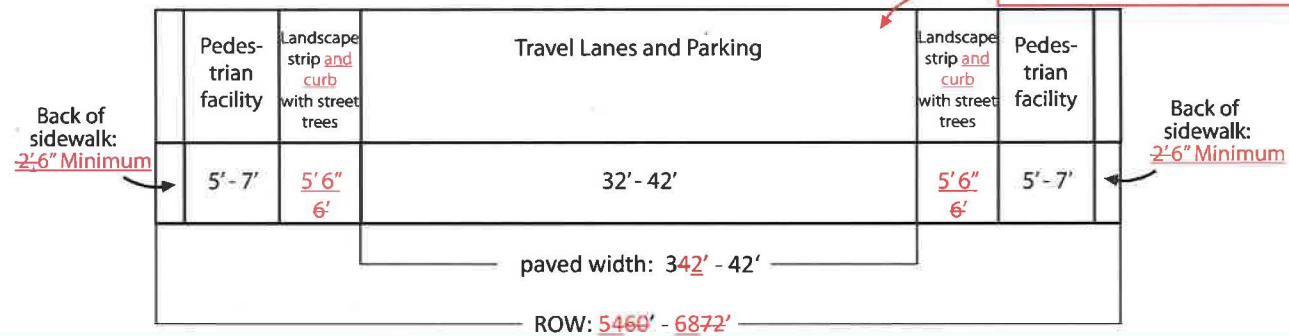
1. This standard cross section shall apply except where a Special Transportation plan in Chapter 5 specifies a different cross section.
2. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
3. Cross section may vary to accommodate *Regional Transportation Functional Plan 3.08.110 Street System Design* or to accommodate topographical or environmental constraints.
4. Within the range stated, precise dimensions of typical paved width shall be determined by Engineering based upon adjacent land use, vehicle traffic volume, existing travel lane width, design speed and crash history.
5. Medians, pedestrian refuges, islands, curb extensions, parking, left turn lanes or right turn lanes shall be provided per the Comprehensive Plan, Capital Improvement Projects or as warranted by Roadway Standards. These improvements may require additional right-of-way.

Figure 5 - 1d^e
Typical Urban Connector/Local Cross Section

Combine these 2 cross sections



Travel lanes and parking width were combined into one element.



Notes:

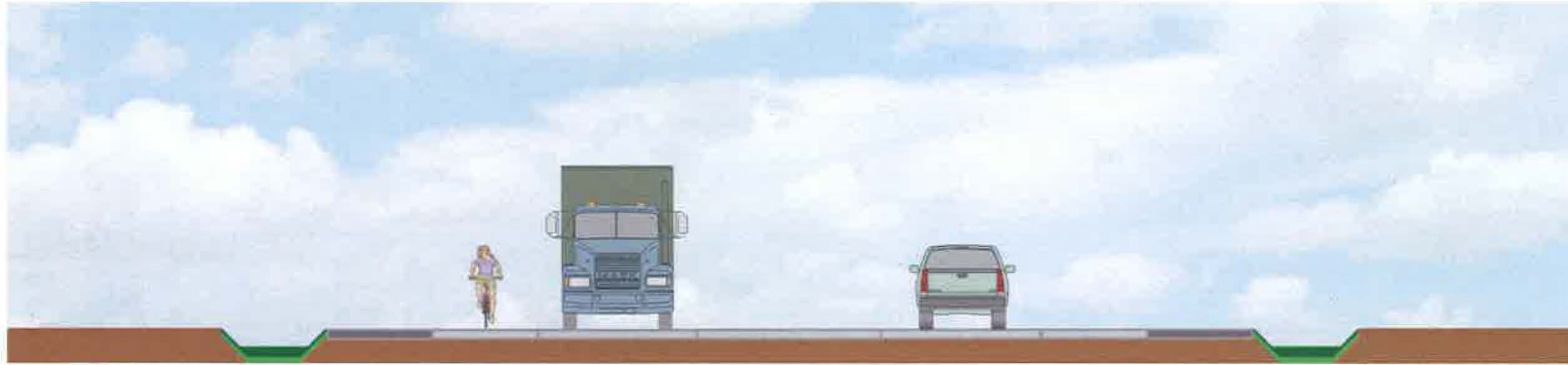
EXISTING NOTES (TO BE REPLACED WITH PROPOSED NOTES):

1. This standard cross section shall apply except where a Special Transportation plan in Chapter 5 specifies a different cross section.
2. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
3. Cross section may vary to accommodate Regional Transportation Functional Plan 3.08.110 Street System Design or to accommodate topographical or environmental constraints.
4. Within the range stated, precise dimensions of paved width shall be determined by Engineering based upon adjacent land use, vehicle traffic volume, existing travel lane width, design speed and crash history safety.
5. Medians, pedestrian refuges, islands, curb extensions, parking, left turn lanes or right turn lanes shall be provided per the Comprehensive Plan, Capital Improvement Projects or as warranted by Roadway Standards. These improvements may require additional right-of-way.

PROPOSED NOTES:

1. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
2. Cross section may vary to accommodate Metro's Regional Transportation Functional Plan 3.08.110 Street System Design, to accommodate design modifications in compliance with the County Roadway Standards, or where a special transportation plan in Chapter 5 specifies a different cross section.
3. Curb extensions, parking, and drainage facilities shall be provided as needed in accordance with the Comprehensive Plan, the 5-year Transportation Capital Improvement Program, or as warranted by the Roadway Standards and will vary the required constructed and right-of-way width.
4. Standard configuration is parking on both sides, which may be reduced to one side of the street (resulting in a paved width of 26' with a design exception per the Roadway Standards).
5. Local Streets Only: Under no circumstances will the paved width be less than 20' (two 10' travel lanes with no parking).

Figure 5 - 2a
Typical Rural Arterial Cross Section



Ditch (as needed)	Gravel shoulder	Paved shoulder/ bikeway	Travel lane	(as needed) Optional: Left turn lane	Travel lane	Paved shoulder/ bikeway	Gravel shoulder	Ditch (as needed)
8'	5'-8'	6'-8'	11'-12'	12'-14'	11'-12'	6'-8'	5'-8'	8'
2'-9'	2'-8'						2'-8'	2'-9'
paved width: 34' - 54'								
ROW: 60' - 86' 88'								

Notes:

EXISTING NOTES (TO BE REPLACED WITH PROPOSED NOTES):

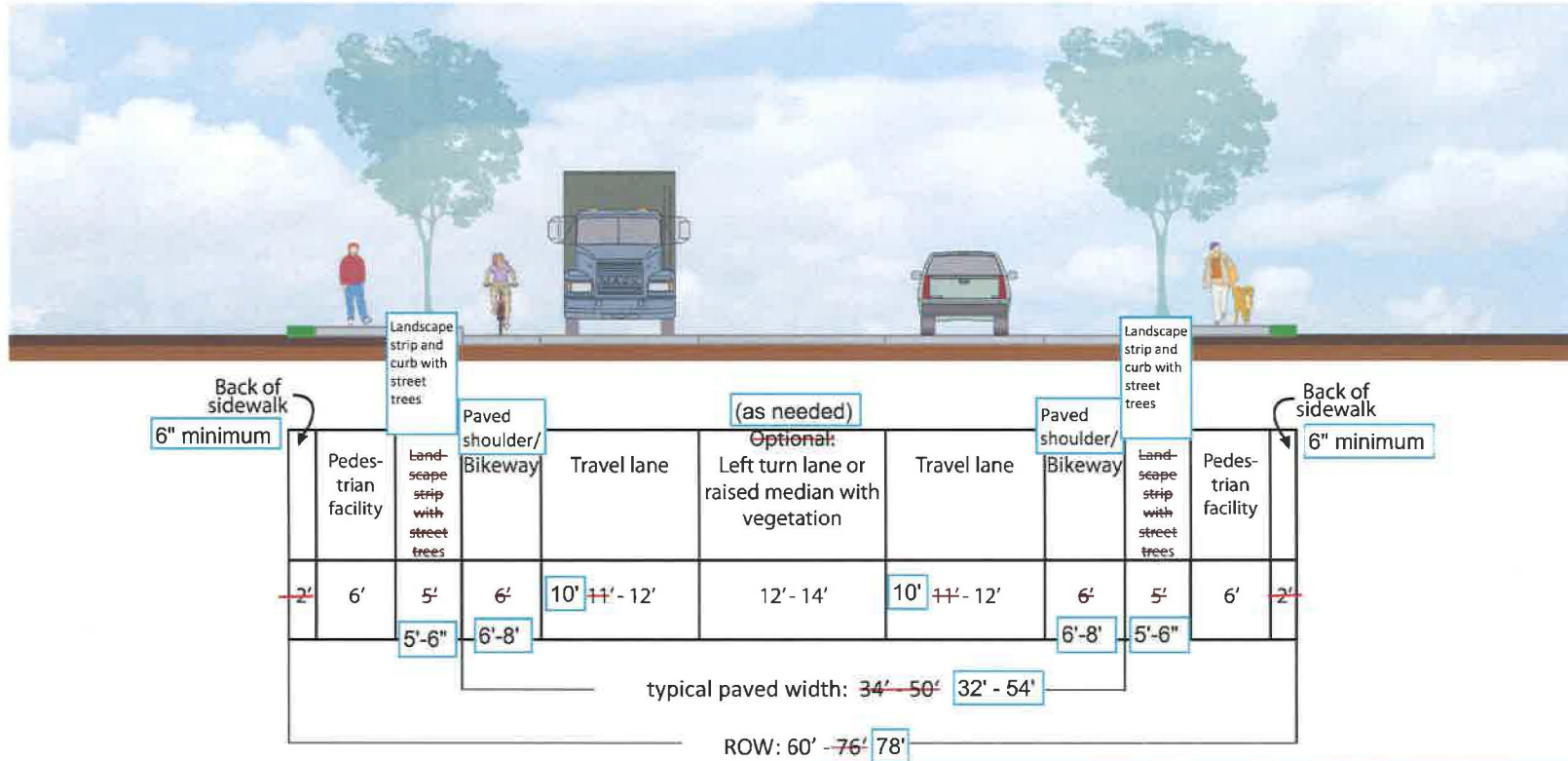
1. This standard cross section shall apply except where a Special Transportation plan in Chapter 5 specifies a different cross section.
2. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
- ~~3. Cross section may vary to accommodate Regional Transportation Functional Plan 3-08.110 Street System Design or to accommodate topographical or environmental constraints.~~
4. Within the range stated, precise dimensions of paved width shall be determined by Engineering based upon adjacent land-use, vehicle traffic volume, existing travel lane width, design speed and crash history safety.
- ~~5. Medians, pedestrian refuges, islands, curb extensions, parking, left turn lanes or right turn lanes shall be provided per the Comprehensive Plan, Capital Improvement Projects or as warranted by Roadway Standards. These improvements may require additional right-of-way.~~
- ~~6. Cross sections must comply with ORS 215.283.~~

PROPOSED NOTES:

1. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
2. Cross section may vary to accommodate design modifications in compliance with the County Roadway Standards or where a special transportation plan in Chapter 5 specifies a different cross section.
3. Bikeway facilities shall be based on the guidelines found in 5.2 of the Clackamas County Active Transportation Plan except as specified in the Comprehensive Plan and the 5-year Transportation Capital Improvement Program.
4. Islands, turn lanes, and drainage facilities shall be provided as needed in accordance with the Comprehensive Plan, the 5-year Transportation Capital Improvement Program, or as warranted by the Roadway Standards and will vary the required constructed width and right-of-way width.

Last Amended March 1, 2014— Last Amended November 27, 2018

Figure 5 - 2b
Typical Rural Arterial Cross Section
Unincorporated Communities



Notes:

EXISTING NOTES (TO BE REPLACED WITH PROPOSED NOTES):

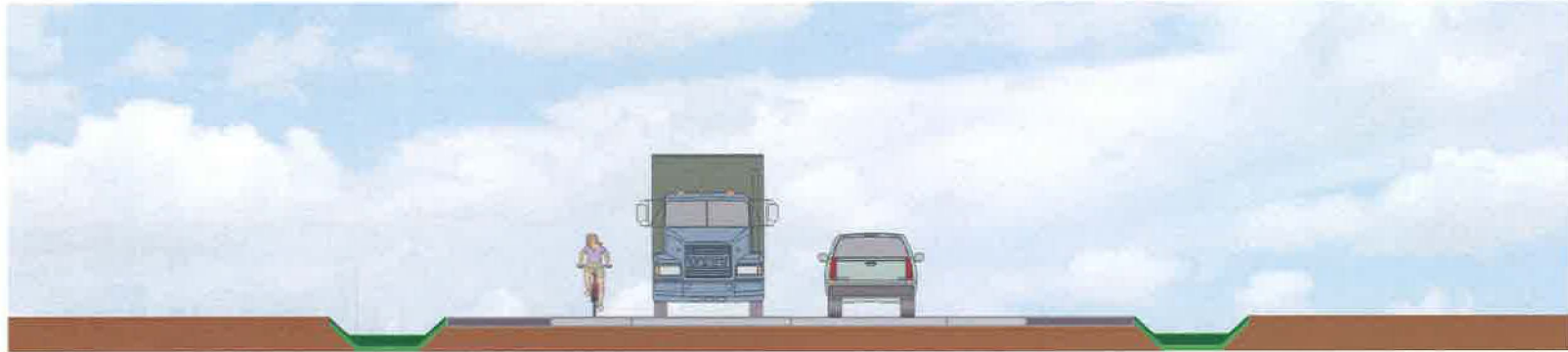
1. ~~This standard cross section shall apply except where a Special Transportation plan in Chapter 5 specifies a different cross section.~~
2. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
3. ~~Cross section may vary to accommodate Regional Transportation Functional Plan 3.08.110 Street System Design or to accommodate topographical or environmental constraints.~~
4. ~~Within the range stated, precise dimensions of paved width shall be determined by Engineering based upon adjacent land use, vehicle traffic volume, existing travel lane width, design speed and crash history safety.~~
5. ~~Medians, pedestrian refuges, islands, curb extensions, parking, left turn lanes or right turn lanes shall be provided per the Comprehensive Plan, Capital Improvement Projects or as warranted by Roadway Standards. These improvements may require additional right-of-way.~~
6. ~~Cross sections must comply with ORS 215.283.~~

PROPOSED NOTES:

1. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
2. Cross section may vary to accommodate design modifications in compliance with the County Roadway Standards or where a special transportation plan in Chapter 5 specifies a different cross section.
3. Bikeway facilities shall be based on the guidelines found in 5.2 of the Clackamas County Active Transportation Plan except as specified in the Comprehensive Plan and the 5-year Transportation Capital Improvement Program.
4. Medians, pedestrian refuges, islands, curb extensions, parking, turn lanes, and drainage facilities shall be provided as needed in accordance with the Comprehensive Plan, the 5-year Transportation Capital Improvement Program, or as warranted by the Roadway Standards and will vary the required constructed width and right-of-way width.
5. The sidewalk shall be separated a minimum of 5'-6" from edge of pavement. Curb and landscape strip is shown as the standard. An at-grade sidewalk separated by a stormwater facility or landscaping may be approved by Engineering.

Last Amended March 1, 2014 - Last Amended November 27, 2018

Figure 5 - 2c
Typical Rural Collector Cross Section



Ditch (as needed)	Gravel shoulder	Paved shoulder / bikeway	Travel lane	Travel lane	Paved shoulder / bikeway	Gravel shoulder	Ditch (as needed)
9'	5' - 8'	6'	10' - 12'	10' - 12'	6'	5' - 8'	9'
2'-9'	2'-8'		paved width: 32' - 36'			2'-8'	2'-9'
ROW: 60' - 70'							
40'							

Notes:

EXISTING NOTES (TO BE REPLACED WITH PROPOSED NOTES):

~~1. This standard cross section shall apply except where a Special Transportation plan in Chapter 5 specifies a different cross section.~~

2. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.

~~3. Cross section may vary to accommodate Regional Transportation Functional Plan 3.08.110 Street System Design or to accommodate topographical or environmental constraints.~~

~~4. Within the range stated, precise dimensions of paved width shall be determined by Engineering based upon adjacent land use, vehicle traffic volume, existing travel lane width, design speed and crash history safety.~~

~~5. Medians, pedestrian refuges, islands, curb extensions, parking, left turn lanes or right turn lanes shall be provided per the Comprehensive Plan, Capital Improvement Projects or as warranted by Roadway Standards. These improvements may require additional right-of-way.~~

6. Cross sections must comply with ORS 215.283.

PROPOSED NOTES:

1. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.

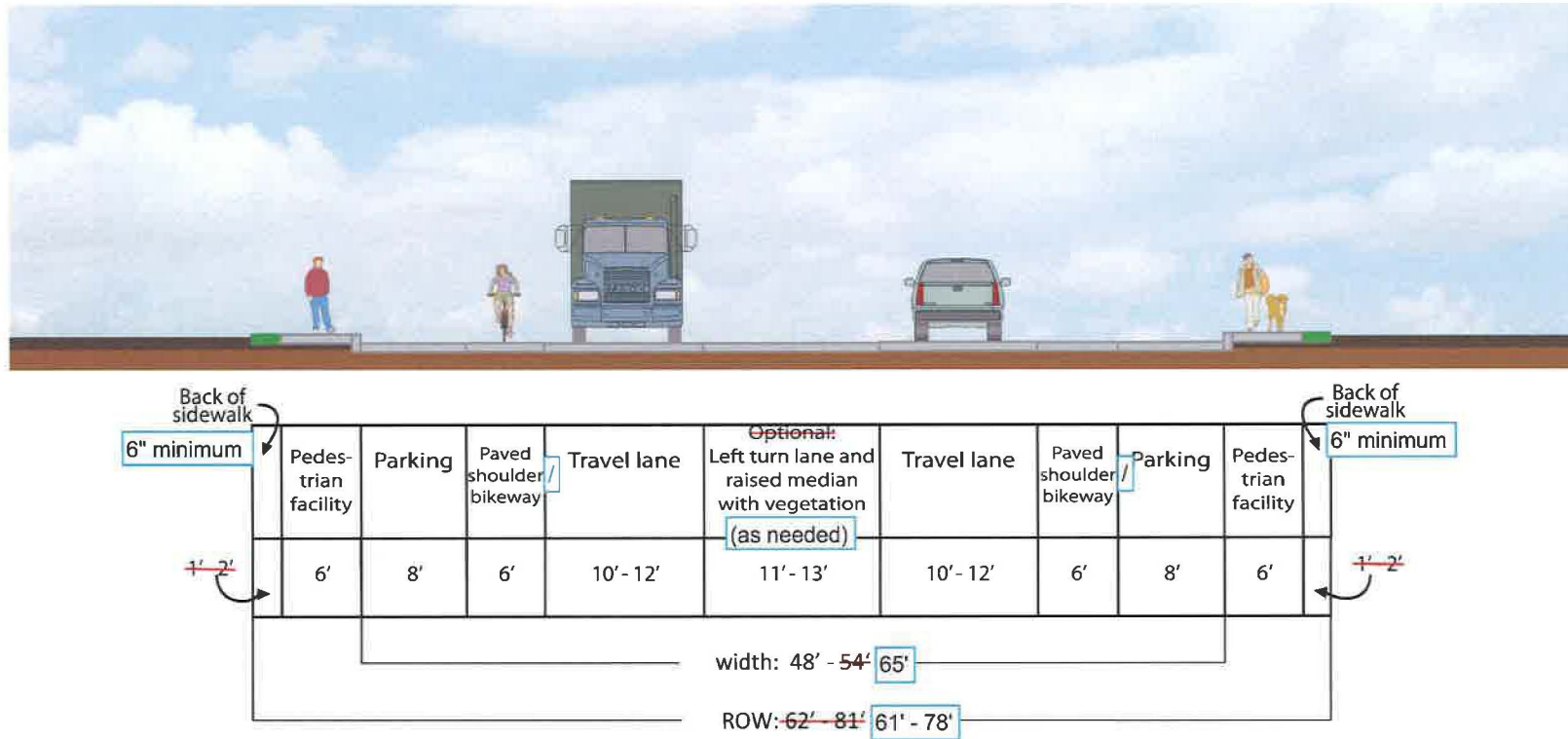
2. Cross section may vary to accommodate design modifications in compliance with the County Roadway Standards or where a special transportation plan in Chapter 5 specifies a different cross section.

3. Bikeway facilities shall be based on the guidelines found in 5.2 of the Clackamas County Active Transportation Plan except as specified in the Comprehensive Plan and the 5-year Transportation Capital Improvement Program.

4. Medians, pedestrian refuges, islands, curb extensions, parking, turn lanes, and drainage facilities shall be provided as needed in accordance with the Comprehensive Plan, the 5-year Transportation Capital Improvement Program, or as warranted by the Roadway Standards and will vary the required constructed width and right-of-way width.

Last Amended March 1, 2014 – Last Amended November 27, 2018

Figure 5 - 2d Typical Rural Collector Cross Section Unincorporated Communities

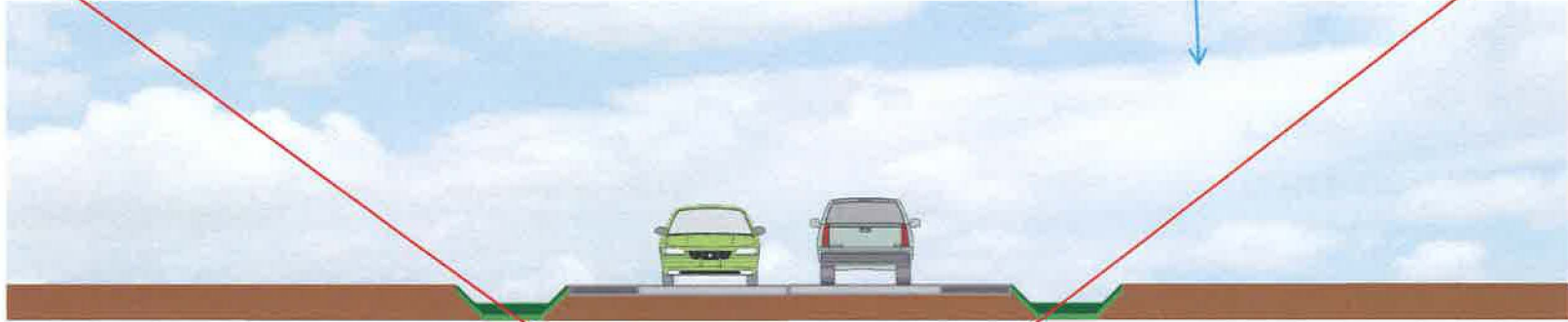


- | | | |
|--------|---|---|
| Notes: | <p>EXISTING NOTES (TO BE REPLACED WITH PROPOSED NOTES):</p> <ol style="list-style-type: none"> 1. This standard cross section shall apply except where a Special Transportation plan in Chapter 5 specifies a different cross section. 2. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards. 3. Cross section may vary to accommodate Regional Transportation Functional Plan 3.08.110 Street System Design or to accommodate topographical or environmental constraints. 4. Within the range stated, precise dimensions of paved width shall be determined by Engineering based upon adjacent land use, vehicle traffic volume, existing travel lane width, design speed and crash history safety. 5. Medians, pedestrian refuges, islands, curb extensions, parking, left turn lanes or right turn lanes shall be provided per the Comprehensive Plan, Capital Improvement Projects or as warranted by Roadway Standards. These improvements may require additional right-of-way. 6. Cross sections must comply with ORS 215.283. | <p>PROPOSED NOTES:</p> <ol style="list-style-type: none"> 1. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards. 2. Cross section may vary to accommodate design modifications in compliance with the County Roadway Standards or where a special transportation plan in Chapter 5 specifies a different cross section. 3. Bikeway facilities shall be based on the guidelines found in 5.2 of the Clackamas County Active Transportation Plan except as specified in the Comprehensive Plan and the 5-year Transportation Capital Improvement Program. 4. Medians, pedestrian refuges, islands, curb extensions, parking, turn lanes, and drainage facilities shall be provided as needed in accordance with the Comprehensive Plan, the 5-year Transportation Capital Improvement Program, or as warranted by the Roadway Standards and will vary the required constructed width and right-of-way width. 5. The sidewalk shall be separated a minimum of 5'-6" from edge of pavement when street parking is not provided. |
|--------|---|---|

Last Amended March 1, 2014 - Last Amended November 27, 2018

Figure 5 - 2e Typical Rural Connector Cross Section

See Figure 5-2f.

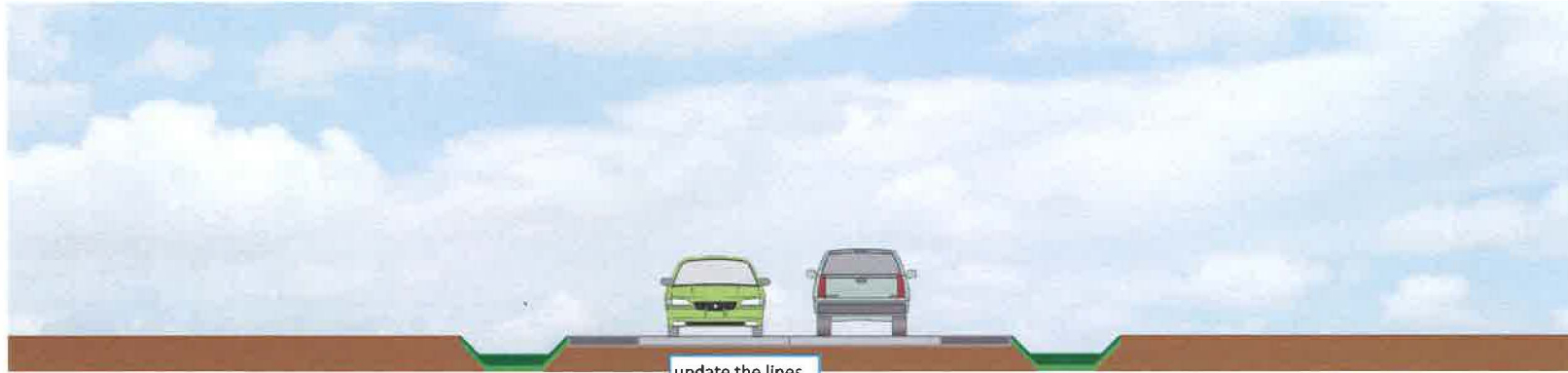


Ditch	Gravel shoulder	Travel lane	Travel lane	Gravel shoulder	Ditch
6' - 8'	2' - 5'	10' - 11'	10' - 11'	2' - 5'	6' - 8'
paved width: 20' - 22'					
ROW: 36' - 48'					

Notes:

1. This standard cross section shall apply except where a Special Transportation plan in Chapter 5 specifies a different cross section.
2. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
3. Cross section may vary depending on topographic or environmental constraints.
4. Within the range stated, precise dimensions of typical paved width shall be determined by Engineering based upon adjacent land use, vehicle traffic volume, existing travel lane width, design speed and crash history.
5. Medians, pedestrian refuges, islands, curb extensions, parking, left turn lanes or right turn lanes shall be provided per the Comprehensive Plan, Capital Improvement Projects or as warranted by Roadway Standards. These improvements may require additional right-of-way.
6. Cross sections must comply with ORS 215.283.

Figure 5 - 2ef
Typical Rural Connector/Local Cross Section



Ditch (as needed)	Gravel shoulder	Travel lane	Travel lane	Gravel shoulder	Ditch (as needed)
6'-8'	2'-5'	10'-11'	10'-11'	2'-5'	6'-8'
2'-9'					2'-9'
paved width: 24'-32' 20'-22'					
ROW: 36'-48' 28' - 50'					

Combine these 2 cross sections

update the lines for paved width

Notes:

EXISTING NOTES (TO BE REPLACED WITH PROPOSED NOTES):

1. This standard cross section shall apply except where a Special Transportation plan in Chapter 5 specifies a different cross section.
2. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
3. Cross section may vary to accommodate Regional Transportation Functional Plan 3.08.110 Street System Design or to accommodate topographical or environmental constraints.
4. Within the range stated, precise dimensions of paved width shall be determined by Engineering based upon adjacent land use, vehicle traffic volume, existing travel lane width, design speed and crash history safety.
5. Medians, pedestrian refuges, islands, curb extensions, parking, left turn lanes or right turn lanes shall be provided per the Comprehensive Plan, Capital Improvement Projects or as warranted by Roadway Standards. These improvements may require additional right-of-way.
6. Cross sections must comply with ORS 215.283.

PROPOSED NOTES:

1. For more detailed information on the implementation of this Cross Section - see the Zoning and Development Ordinance and/or the County Roadway Standards.
2. Cross section may vary to accommodate design modifications in compliance with the County Roadway Standards or where a special transportation plan in Chapter 5 specifies a different cross section.
3. Bikeway facilities shall be based on the guidelines found in 5.2 of the Clackamas County Active Transportation Plan except as specified in the Comprehensive Plan and the 5-year Transportation Capital Improvement Program.
4. Curb extensions, parking, and drainage facilities shall be provided as needed in accordance with the Comprehensive Plan, the 5-year Transportation Capital Improvement Program, or as warranted by the Roadway Standards and will vary the required constructed width and right-of-way width.

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3000	5-11a	106th Ave	OR 212 to Jennifer St	Add bikeways and pedestrian facilities
3001	5-11a	152nd Ave Phase 2	Sunnyside Rd to OR 212	Add bikeways, pedestrian facilities and turn lanes at major intersections
3002	5-11a	162nd Ave	Sager Rd north to County line	Add bikeways, pedestrian facilities, turn lanes at major intersections
3003	5-11a	172nd Ave Bridge	~140 feet south of Troge Rd	Replace bridge nearing the end of its useful life
3004	5-11a	82nd Dr	OR 212 to Gladstone	Widen to 5 lane with bikeways and pedestrian facilities
3005	5-11a	84th Ave	Sunnyside Rd to Sunnybrook Blvd	Fill in bikeways and pedestrian facilities gaps
3006	5-11a	93rd Ave	Sunnyside Rd to Sunnybrook Blvd	Add bikeways in accordance with the Active Transportation Plan
3007	5-11a	Cheldelin Rd	Foster Rd to 190th Dr	Add bikeways and pedestrian facilities
3008	5-11a	Cheldelin Rd (Clatsop St extension)	172nd Ave to Foster Rd	Construct new two lane roadway with bikeways and pedestrian facilities
3009	5-11a	Cornwell Ave	OR 213 to Fuller Rd	Add pedestrian facilities; connect to I-205 Multi-Use Path
3010	5-11a	Fuller Rd	Otty Rd to King Rd / OR 213	Construct new 2 lane extension with pedestrian facilities and bikeways
3011	5-11a	Fuller Rd	Johnson Creek Blvd to County line	Add pedestrian facilities
3012	5-11a	Hillcrest St	92nd Ave to Stevens Rd	Add pedestrian facilities
3013	5-11a	I-205 Pedestrian / Bike Overpass	Between Causey Ave and Sunnyside Rd	Construct a bike / pedestrian crossing over I-205 to connect transit services, businesses and residents in accordance with the Active Transportation Plan
3014	5-11a	Idleman Rd	92nd Ave to Westview Ct	Fill gaps in bikeways and pedestrian facilities
3015	5-11a	Jennifer St	106th Ave to 130th Ave	Add bikeways
3016	5-11a	Johnson Creek Blvd	Bell Ave to OR 213	Widen to 3 lanes from Bell Ave to 76th Ave and 5 lanes from 76th Ave to 82nd Ave ; add bikeways and pedestrian facilities
3017	5-11a	King Rd	Milwaukie City Limits to Spencer Dr	Fill gaps in pedestrian facilities in accordance with the Active Transportation Plan
3018	5-11a	Lake Rd	OR 224 west to Milwaukie city limits	Add pedestrian facilities and turn lanes at major intersections
3019	5-11a	Lake Rd	Johnson Rd to Webster Rd	Fill gaps in pedestrian facilities and bikeways
3020	5-11a	Linwood Ave Bridge over Johnson Creek	Bridge	Construct bridge with bike lanes and sidewalks in accordance with the Active Transportation Plan
3021	5-11a	Luther Rd Bridge	Bridge crossing Johnson Creek	Replace bridge
3022	5-11a	Mather Rd	Mather Rd / 122nd Ave intersection	Install traffic signal or compact roundabout
3023	5-11a	Mather Rd	122nd Ave to 132nd Ave	Construct new 2 lane roadway with pedestrian facilities and bikeways
3024	5-11a	Mather Rd	Industrial Way to 98th Ave	Maintain as pedestrian facilities and bikeway. Construct undercrossing at Sunrise Expressway.

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3025	5-11a	Michael Dr	72nd Ave to Fuller Ave	Fill gaps in pedestrian facilities
3026	5-11a	Phillips Creek Multi-Use Path	Causey Ave to North Clackamas Regional Parks Trail	Construct multi-use path
3027	5-11a	Sunnyside Rd Adaptive Signal Timing	OR 213 to 172nd Ave	Add adaptive timing to traffic signals
3028	5-11a	Valley View Terrace	Sunnyside Rd to Otty Rd	Add bikeways and pedestrian facilities
3029	5-11a	West 82nd Ave-Parallel Road	King Rd to Luther Rd	Construct collector road parallel to OR 213 with bikeways and pedestrian facilities
3029a	5-11a	West 82nd Ave Parallel Road	Luther Rd to Johnson Creek Blvd.	Construct collector road parallel to OR 213 with bikeways and pedestrian facilities
3029b	5-11a	West 82nd Ave Parallel Road	Johnson Creek Blvd. to King Rd	Construct collector road parallel to OR 213 with bikeways and pedestrian facilities
3030	5-11b	282nd Ave	282nd Ave / OR 212 intersection	Add second right-turn lane on 282nd Ave and additional intersection improvements as needed
3031	5-11b	282nd Ave	OR 212 to Multnomah County line	Add paved shoulders
3032	5-11b	352nd Ave / Dunn Rd	Bluff Rd to Bluff Rd	Add paved shoulders
3033	5-11b	362nd Dr	Colorado Rd to Dubarko Rd	Remove or decrease horizontal and vertical curves
3034	5-11b	362nd Dr	362nd Ave / Deming Rd intersection	Remove or decrease vertical curve, relocate intersection
3035	5-11b	Barlow Trail Rd/ Lolo Pass Rd	Between communities of Timberline, Welches and Zig Zag	Add paved shoulders in accordance with the Active Transportation Plan. In the interim, install 4-foot shoulders or 4-foot shoulders at specific areas with limited sight distance or steep uphill sections.
3036	5-11b	Bluff Rd	City of Sandy to County line	Add paved shoulders in accordance with the Active Transportation Plan
3037	5-11b	Bull Run Rd	Ten Eyck Rd to Multnomah County line	Add paved shoulders and turn lanes at major intersections.
3038	5-11b	Bull Run Truss	Bull Run truss between Waterworks Rd and Bowman Rd	Replace bridge nearing the end of its useful life
3039	5-11b	Coalman Rd / Cherryville Dr	Ten Eyck Rd to US 26	Add paved shoulders. In the interim, add 4-foot paved shoulders.
3040	5-11b	Compton Rd	US 26 to 352nd Ave	Remove vertical curve near Orient Dr and relocate intersection; add paved shoulders
3041	5-11b	Coupland Rd	Estacada City limits to Divers Rd	Add paved shoulders and turn lanes at major intersections
3042	5-11b	Eagle Creek Rd	Keegan Rd to Currin Rd	Realign Eagle Creek Rd to remove or decrease downgrade
3043	5-11b	Firwood Rd	Firwood Rd / Trubel Rd intersection	Realign Trubel Rd to remove or decrease downgrade
3044	5-11b	Hayden Rd	Springwater Rd to OR 211	Add paved shoulders in accordance with the Active Transportation Plan

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3045	5-11b	Howlett Rd	OR 211 to Wildcat Mountain Dr	Add paved shoulders
3046	5-11b	Kelso Rd	Richey Rd to Orient Dr	Add paved shoulders
3047	5-11b	Kelso Rd	Orient Dr to Sandy Urban Growth Boundary	Remove vertical curve, relocate intersection, add paved shoulders and turn lanes at major intersections; investigate speed zone
3048	5-11b	Lolo Pass Rd	US 26 to Barlow Trail Rd	Safety analysis; add paved shoulders in accordance with the Active Transportation Plan
3049	5-11b	Mt Hood Aerial Transportation Link	Between Ski Bowl, Government Camp Village and Timberline Lodge	Aerial transportation link
3050	5-11b	Orient Dr	US 26 north to County line	Add paved shoulders
3051	5-11b	Porter Rd Bridge over Delph Creek	~100 ft east of Wilcox Rd	Replace bridge
3052	5-11b	Salmon River Rd	US 26 to Welches Rd	Add paved shoulders. Between US 26 and Fairway Ave, add paved shoulders or multi-use path
3053	5-11b	Springwater Rd	Hayden Rd to OR 211	Add paved shoulders
3054	5-11b	Ten Eyck Rd	Lusted Rd to City of Sandy	Remove vertical curve, relocate intersection, add paved shoulders, turn lanes at major intersections; investigate speed zone. For paved shoulders between City of Sandy and Marmot Rd, refer to the Active Transportation Plan
3055	5-11b	Tickle Creek Trail	Springwater Corridor to Sandy city limits	Construct multi-use path in accordance with the Active Transportation Plan
3056	5-11b	Welches Rd	Birdie Ln to Salmon River Rd	Add paved shoulders or add multi-use path
3057	5-11b	Wildcat Mountain Dr	OR 224 to Firwood Rd	Add paved shoulders
3058	5-11c	Aldercrest Dr	Thiessen Rd to Oatfield Rd	Add pedestrian facilities to one side of the road and bikeways
3059	5-11c	Clackamas Rd	Clackamas Rd / I-205 interchange	Construct bike/pedestrian bridge over I-205
3060	5-11c	Hill Rd	Oatfield Rd to Thiessen Rd	Add bikeways and pedestrian facilities
3061	5-11c	Johnson Rd / McKinley Rd	OR 224 to I-205 multi-use path	Bikeway and pedestrian facilities infill. From Thiessen Rd to I-205 Multi-use Path, construct in accordance to the Active Transportation Plan
3062	5-11c	McNary Rd / Mabel Ave	Oatfield Rd to Webster Rd	Add bikeways and pedestrian facilities
3063	5-11c	Naef Rd	Oatfield Rd to River Rd	Add pedestrian facilities in accordance with the Active Transportation Plan
3064	5-11c	Oatfield Rd	Oatfield Rd / Hill Rd intersection	Add left-turn lanes, install signal if warranted
3065	5-11c	Oatfield Rd	Milwaukie city limits to Gladstone city limits	Fill gaps in pedestrian facilities and bikeways

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3066	5-11c	Oatfield Ridge Connection	Between Jennings Ave and Thiessen Ave over Oatfield Ridge	Construct multi-use path
3068	5-11c	Portland Ave	Jennings Ave to Hull Ave	Fill gaps in pedestrian facilities
3069	5-11c	Risley Ave	Arista Dr to Hager Rd	Fill gaps in pedestrian facilities
3070	5-11c	River Rd	Courtney Ave to Oak Grove Blvd	Add pedestrian facilities
3071	5-11c	River Rd	Risley Ave to Rinearson Rd	Add pedestrian facilities
3072	5-11c	Roethe Rd	River Rd to OR 99E (McLoughlin Blvd)	Add bikeways, pedestrian facilities and traffic calming
3073	5-11c	Rusk Rd	OR 224 South to Aldercrest Rd	Add pedestrian facilities on one side of the roadway and bikeways
3074	5-11c	Strawberry Ln	Webster Rd to 82nd Dr	Add pedestrian facilities and fill bikeway gaps
3075	5-11c	Thiessen Rd	Thiessen Rd / Hill Rd intersection	Add right-turn lane on Thiessen Rd; consider converting to two-way stop controlled or installing roundabout
3076	5-11c	View Acres Rd	Oatfield Rd to Hill Rd	Add pedestrian facilities and traffic calming
3077	5-11c	Webster Rd	Webster Rd / Jennings Ave and Webster Rd / Roots Rd intersections	Construct traffic signals, turn lanes
3078	5-11c	Webster Rd	Webster Rd / Strawberry Ln intersection	Add signal; construct southbound and westbound left-turn lane
3079	5-11d	65th Ave	Stafford Rd to Tualatin city limits	Add paved shoulders
3080	5-11d	Baker Rd	Tooze Rd to County line	Add paved shoulders
3081	5-11d	Bell Rd	Ladd Hill Rd to Wilsonville Rd	Add paved shoulders
3082	5-11d	Bonita Rd	Carman Dr to I-5	Add bikeways and pedestrian facilities
3083	5-11d	Childs Rd	Stafford Rd to Lake Oswego city limits	Add pedestrian facilities, bikeways and turn lanes at major intersections
3084	5-11d	Graham's Ferry Rd	County line to Westfall Rd	Add paved shoulders
3085	5-11d	Graham's Ferry Rd	Wilsonville Rd to Wilsonville city limits	Add paved shoulders
3086	5-11d	Hoffman Rd / Peach Cove Rd / Riverwood Rd	Mountain Rd to Tualatin River	Add paved shoulders
3087	5-11d	Homesteader Rd	Stafford Rd to Mountain Rd	Add paved shoulders
3088	5-11d	Johnson Rd	Stafford Rd to West Linn city limits	Add paved shoulders and turn lanes at major intersections

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3089	5-11d	Ladd Hill Rd	Wilsonville Rd to Washington County line	Add paved shoulders and turn lanes at major intersections
3090	5-11d	Mountain Rd	Stafford Rd to Canby Ferry	Add paved shoulders in accordance with the Active Transportation Plan
3091	5-11d	Petes Mountain Rd	West Linn city limits to Hoffman Rd	Add paved shoulders and turn lanes at major intersections
3092	5-11d	Pleasant Hill Rd / McConnell Rd / Tooze Rd	Ladd Hill Rd to Westfall Rd	Add paved shoulders
3093	5-11d	Schaeffer Rd	Mountain Rd to Petes Mountain Rd	Add paved shoulders
3094	5-11d	Schatz Rd / 55th Ave / Meridian Way	65th Ave to Stafford Rd	Add paved shoulders
3095	5-11d	Tualatin / Lake Oswego Pedestrian and Bicycle Bridge	Tualatin River Bridge	Construct bike / pedestrian bridge
3096	5-11d	Wilsonville Rd	Wilsonville Rd / Bell Rd intersection	Realign roadway and grade improvements
3097	5-11d	Wilsonville Rd	Wilsonville Rd / Edminston Rd intersection	Remove bank, remove horizontal curve, relocate intersection
3098	5-11d	Wilsonville Rd Bridge	~300 feet south of Bell Rd	Replace bridge nearing the end of its useful life
3099	5-11d	Wisteria Rd / Woodbine Rd	Rosemont Rd to Johnson Rd	Add paved shoulders
3100	5-11e	Airport Rd	Arndt Rd to Miley Rd	Add turn lanes at major intersections
3101	5-11e	Bakers Ferry Rd	Springwater Rd to OR 224	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections; remove horizontal curve and relocate intersection from Eaden Rd to OR 224
3102	5-11e	Barnards Rd	Meridian Rd to Canby-Marquam Hwy	Add paved shoulders
3103	5-11e	Barnards Rd	Needy Rd to Stuwe Rd	Reconstruct bridge and widen to 36 feet
3104	5-11e	Beavercreek Rd	Yeoman Rd/Steiner Rd to OR 211	Add paved shoulders
3105	5-11e	Bradley Rd	Redland Rd to Holcomb Blvd	Add turn lanes at major intersections
3106	5-11e	Bradley Rd	Gronlund Rd to Redland Rd	Add paved shoulders
3107	5-11e	Buckner Creek Rd	Gard Rd to Cochell Rd	Add paved shoulders
3108	5-11e	Canby-Marquam Highway	OR 170 / Macksburg Rd intersection	Reconstruct intersection; install southbound left-turn lane and northbound right-turn lane
3109	5-11e	Canby-Marquam Highway	City of Canby to OR 211	Add paved shoulders
3110	5-11e	Carus Rd	Central Point Rd to Beavercreek Rd	Add paved shoulders in accordance with the Active Transportation Plan
3111	5-11e	Casto Rd	Spangler Rd to Central Point Rd	Add paved shoulders and turn lanes at major intersections

Table 5-3c Long Term Capital Projects

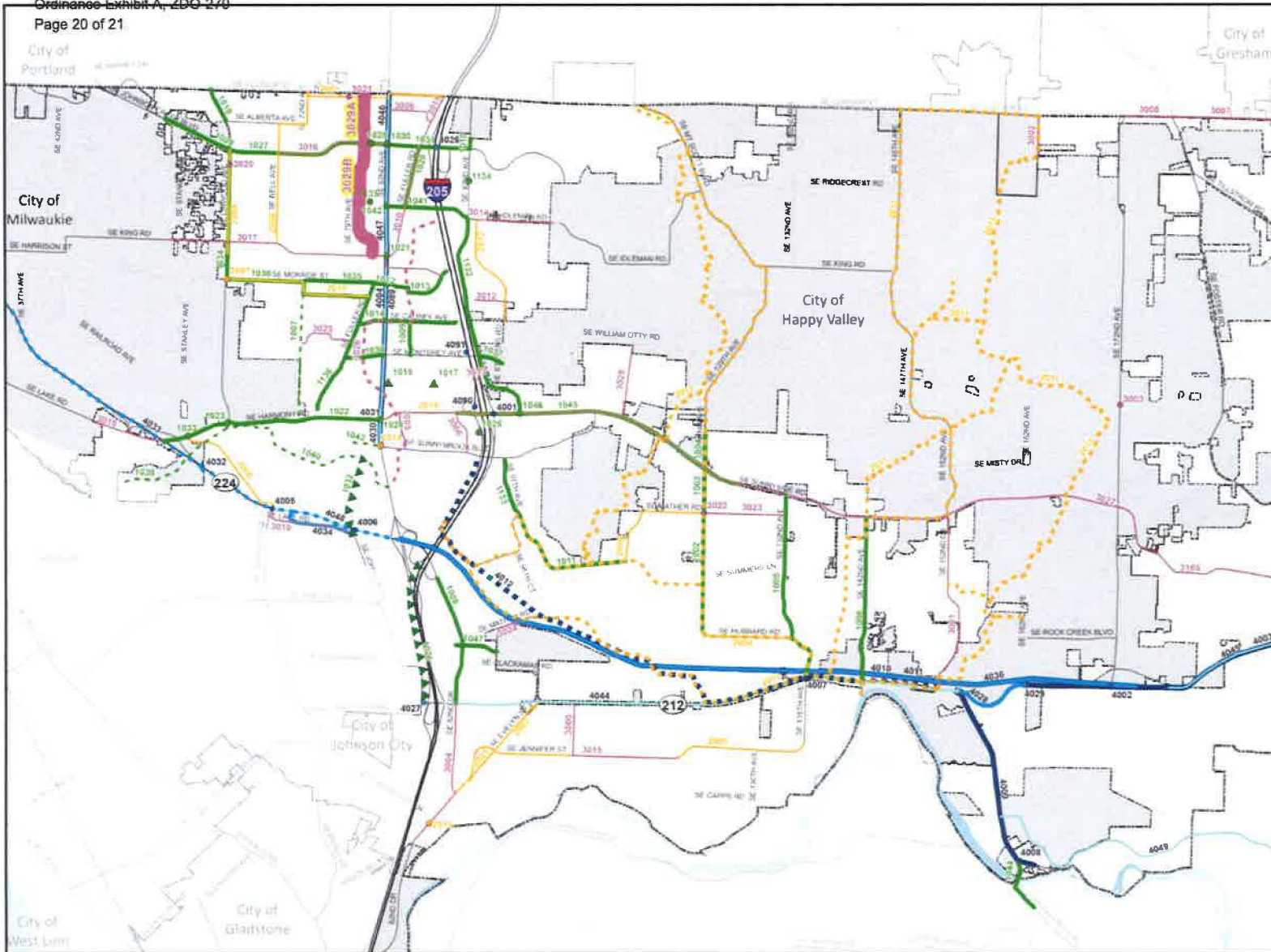
Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3112	5-11e	Central Point Rd	Parrish Rd to Mulino Rd	Smooth curves; add paved shoulders (Parrish Rd to Bremer Rd in accordance with the Active Transportation Plan)
3113	5-11e	Clackamas River Dr	Oregon City limits to Springwater Rd	Construct bikeway in accordance with the Active Transportation Plan. Add turn lanes at Springwater Rd and Forsythe Rd.
3114	5-11e	Fellows Rd	Redland Rd to Lower Highland Rd	Add paved shoulders and turn lanes at major intersections
3115	5-11e	Ferguson Rd	Beavercreek Rd and Henrici Rd	Reduce the speed limit and install traffic calming
3116	5-11e	Fischers Mill Rd	Redland Rd to Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan
3118	5-11e	Forsythe Rd	Oregon City limit to Bradley Rd	Add center turn lane and paved shoulders
3119	5-11e	Forsythe Rd	Forsythe Rd / Victory Rd intersection	Realign, widen Victory Rd; remove or decrease curves along Forsythe Rd; relocate intersection
3120	5-11e	Gard Rd	~100 ft south of Old Clarke Rd	Reconstruct bridge to accommodate paved shoulders
3121	5-11e	Gronlund Rd / Hattan Rd	Bradley Rd to Springwater Rd	Add paved shoulders and turn lanes at major intersections
3122	5-11e	Henrici Rd	Between Driftwood Dr and Shore Vista Dr	Widen bridge to accommodate paved shoulders
3123	5-11e	Holcomb Blvd	Edenwild Ln to Bradley Rd	Add paved shoulders and turn lanes at Holcomb Blvd / Bradley Rd
3124	5-11e	Kamrath Rd	Carus Rd to Spangler Rd	Safety analysis at Carus Rd, add paved shoulders, remove or decrease horizontal curves north of Spangler Rd
3125	5-11e	Knights Bridge Rd Bridge	~3,200 feet east of Barlow Rd	Replace bridge (nearing the end of its useful life)
3126	5-11e	Leland Rd	Oregon City line to Beavercreek Rd	Add paved shoulders
3127	5-11e	Leland Rd	~1,000 ft north of Warnock Rd	Reconstruct bridge to accommodate paved shoulders
3128	5-11e	Lone Elder Rd	County line to Canby-Marquam Hwy	Add paved shoulders
3129	5-11e	Lower Highland Rd	Beavercreek Rd to Fellows Rd	Add paved shoulders and turn lanes at major intersections
3130	5-11e	Macksburg Rd	Canby Marquam Hwy to OR 213	Add paved shoulders and turn lanes at major intersections
3131	5-11e	Maplelane Rd	~1,800 ft west of Walker Rd	Add paved shoulders
3132	5-11e	Maplelane Rd	Oregon City Urban Growth Boundary to Ferguson Rd	Add paved shoulders
3133	5-11e	Mattoon Rd	Fischers Mill Rd to Redland Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections; remove vertical curves, remove horizontal curves north of Redland Rd
3134	5-11e	Meridian Rd	Lone Elder Rd to OR 211	Add paved shoulders
3135	5-11e	Meridian Rd	Elliott Prairie Rd to Barlow Rd	Add paved shoulders; remove or decrease horizontal and vertical curves

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3136	5-11e	Miley Rd	Airport Rd to Eilers Rd	Add paved shoulders
3137	5-11e	Molalla Ave	OR 213 to Molalla City limits	Add paved shoulders
3138	5-11e	New Era Rd / Haines Rd	OR 99E to Leland Rd	Add paved shoulders
3140	5-11e	Redland Rd	~900 ft west of Holly Ln	Reconstruct bridge to include shoulders and bikeways
3141	5-11e	Redland Rd	~400 ft west of Holly Ln	Reconstruct bridge to include shoulders and bikeways
3142	5-11e	Redland Rd	Henrici Rd to Oregon City limit	Add paved shoulders and bikeway in accordance with the Active Transportation Plan
3143	5-11e	Redland Rd	Henrici Rd to Springwater Rd	Add paved shoulders and turn lanes at major intersections. For the section between Mattoon Rd and Jubb Rd, see the Active Transportation Plan.
3144	5-11e	Ridge Rd	Lower Highland Rd to Redland Rd	Add paved shoulders
3145	5-11e	Rock Creek (Kropf Rd) Bridge	~3,500 ft north of Gibson Rd	Replace bridge
3146	5-11e	S Killdeer Rd	Ferguson Road and Yeoman Road	Extend S Killdeer Rd to connect with S. Ivel Rd. and provide bike/pedestrian access
3147	5-11e	South End Rd	Oregon City limits to OR 99E	Smooth curves; add paved shoulders
3148	5-11e	Spangler Rd	Casto Rd to Beaver creek Rd	Add paved shoulders and turn lanes at major intersections
3149	5-11e	Springwater Rd	Bakers Ferry Rd to Hayden Rd	Add paved shoulders and turn lanes at major intersections. For paved shoulders between Eaden Rd and Hayden Rd, see the Active Transportation Plan.
3150	5-11e	Thayer Rd/Ferguson Rd	Oregon City line to Redland Rd	Add paved shoulders
3151	5-11e	Toliver Rd	Dryland Rd to Molalla city Limits	Add paved shoulders in accordance with the Active Transportation Plan
3152	5-11e	Unger Rd	Beavercreek Rd to OR 211	Add paved shoulders and turn lanes at major intersections
3153	5-11e	Union Hall Rd	Central Point Rd to El Dorado Rd	Add paved shoulders
3154	5-11f	Bird Rd	Groshong Rd to Wilhoit Rd	Add paved shoulders and turn lanes at major intersections
3155	5-11f	Blair Rd	Groshong Rd to Maple Grove Rd	Add paved shoulders and turn lanes at major intersections
3156	5-11f	Callahan Rd S / Ramsby Rd	Dickey Prairie Rd to Fernwood Rd	Add paved shoulders and turn lanes at major intersections
3157	5-11f	Dhooghe Rd	OR 211 to Fernwood Rd	Add paved shoulders and turn lanes at major intersections
3158	5-11f	Fernwood Rd	Dhooghe Rd to Callahan Rd	Add paved shoulders and turn lanes at major intersections
3159	5-11f	Gray's Hill Rd	Green Mountain Rd to OR 211	Add paved shoulders
3160	5-11f	Maple Grove Rd	Nowlens Bridge Rd to Sawtell Rd	Add paved shoulders and turn lanes at major intersections

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3161	5-11f	Nowlens Bridge Rd	OR 213 to Maple Grove Rd	Add paved shoulders and turn lanes at major intersections
3162	5-11f	Sawtell Rd	Maple Grove Rd to Wilhoit Rd	Add paved shoulders and turn lanes at major intersections
3163	5-11f	Wildcat Rd	Wilhoit Rd to OR 213	Add paved shoulders and turn lanes at major intersections
3164	5-11f	Wright Rd	OR 211 to Callahan Rd	Add paved shoulders
3165	5-11a	Sunnyside Rd	93rd Ave to OR 212	Add pedestrian facilities and bikeways in accordance with the Active Transportation Plan
3167	5-11b	Marmot Rd	Ten Eyck to Barlow Trail Rd	Add paved shoulders in accordance with the Active Transportation Plan. In the interim, widen to 4-feet within Wildwood/Timberline, Zigzag, Rhododendron and Wemme/Welches.
3168	5-11c	Thiessen Rd	Webster Rd to Johnson Rd	Add pedestrian facilities and bikeways in accordance with the Active Transportation Plan
3169	5-11d	Willamette River Greenway	Lake Oswego north to County Line	Construct multi-use path in accordance with the Active Transportation Plan.
3170	5-11d	Willamette River Greenway	Canby Ferry to City of Wilsonville	Construct multi-use path in accordance with the Active Transportation Plan.
3171	5-11e	Bremer Rd	Central Point Rd to Haines Rd	Add paved shoulders in accordance with the Active Transportation Plan
3172	5-11e	Butteville Rd	Willamette River to County line	Add paved shoulders in accordance with the Active Transportation Plan
3173	5-11e	Dryland Rd	Macksburg Rd to Toliver Rd	Add paved shoulders in accordance with the Active Transportation Plan
3174	5-11e	Eaden Rd	Bakers Ferry Rd to Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan
3175	5-11e	Haines Rd	Bremer Rd to Territorial Rd	Add paved shoulders in accordance with the Active Transportation Plan
3176	5-11e	Harms Rd	Kraxberger Rd to Macksburg Rd	Construct bikeway in accordance with Active Transportation Plan
3177	5-11e	Hwy 170 / Kraxberger Rd	City of Canby to Harms Rd	Add paved shoulders in accordance with the Active Transportation Plan
3178	5-11e	Jubb Rd	Redland Rd to Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan
3179	5-11e	Kamrath Rd	Leland Rd to Carus Rd	Add paved shoulders in accordance with the Active Transportation Plan
3180	5-11e	Knights Bridge Rd / Barlow Rd / Arndt Rd	Canby boundary to Airport Rd	Add bikeway in accordance with the Active Transportation Plan
3181	5-11e	Territorial Rd	Haines Rd to OR 99E	Add bikeways in accordance with the Active Transportation plan
3182	5-11e	Willamette River Greenway	Oregon City to Canby	Construct multi-use path in accordance with the Active Transportation Plan.



Capital Improvement Plan

Greater Clackamas Regional Center / Industrial Area

- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

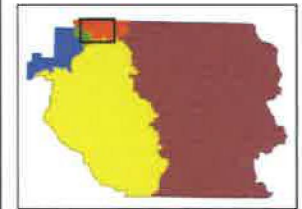
Projects on Non-County Facilities

- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
 - Multi-Use Path*
 - Metro Urban Growth Boundary
 - Incorporated City
- *Symbol color consistent with Priority symbolologies shown above



0 0.25 0.5 1 Miles



Last Amended January 18, 2017
Last Amended November 27, 2018



CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11a

Appendix A

MAPS AND DOCUMENTS ADOPTED BY REFERENCE

The following maps and documents have been adopted by reference to the Comprehensive Plan. These documents are available for review at the Clackamas County Planning and Zoning Division.

NATURAL RESOURCES AND ENERGY

Habitat Conservation Area Maps [Added by Order 2008-197, 1/5/09; Added by Ordinance ZDO-256, 7/18/16]

Water Quality Resource Area Maps [Added by Order 2008-197, 1/5/09; Added by Ordinance ZDO-256, 7/18/16]

Board Order 2014-14 (In the Matter of a Comprehensive Plan Amendment, Zone Map Amendment, and Site Plan Review request from Tonquin Holdings, LLC, on property described as T3S R1W Section 04A, Tax Lots 100 and 102) and All Attachments [Added by Order 2014-14, 2/27/14]

TRANSPORTATION

Clackamas County Pedestrian Master Plan [Added by Order 96-362, 5/23/96]

Clackamas County Bicycle Master Plan [Added by Order 96-362, 5/23/96]

Clackamas County Airport Plan [Added by Order 01-256, 11/1/01]

SE 172nd Avenue/190th Drive Corridor Management Plan, February 2012, Revised ~~April 2016~~ January 2018 [Added by Ordinance ZDO-232, 3/12/12; Amended by Ordinance ZDO-255, 7/14/16; Amended by Ordinance ZDO-270, 11/27/18]

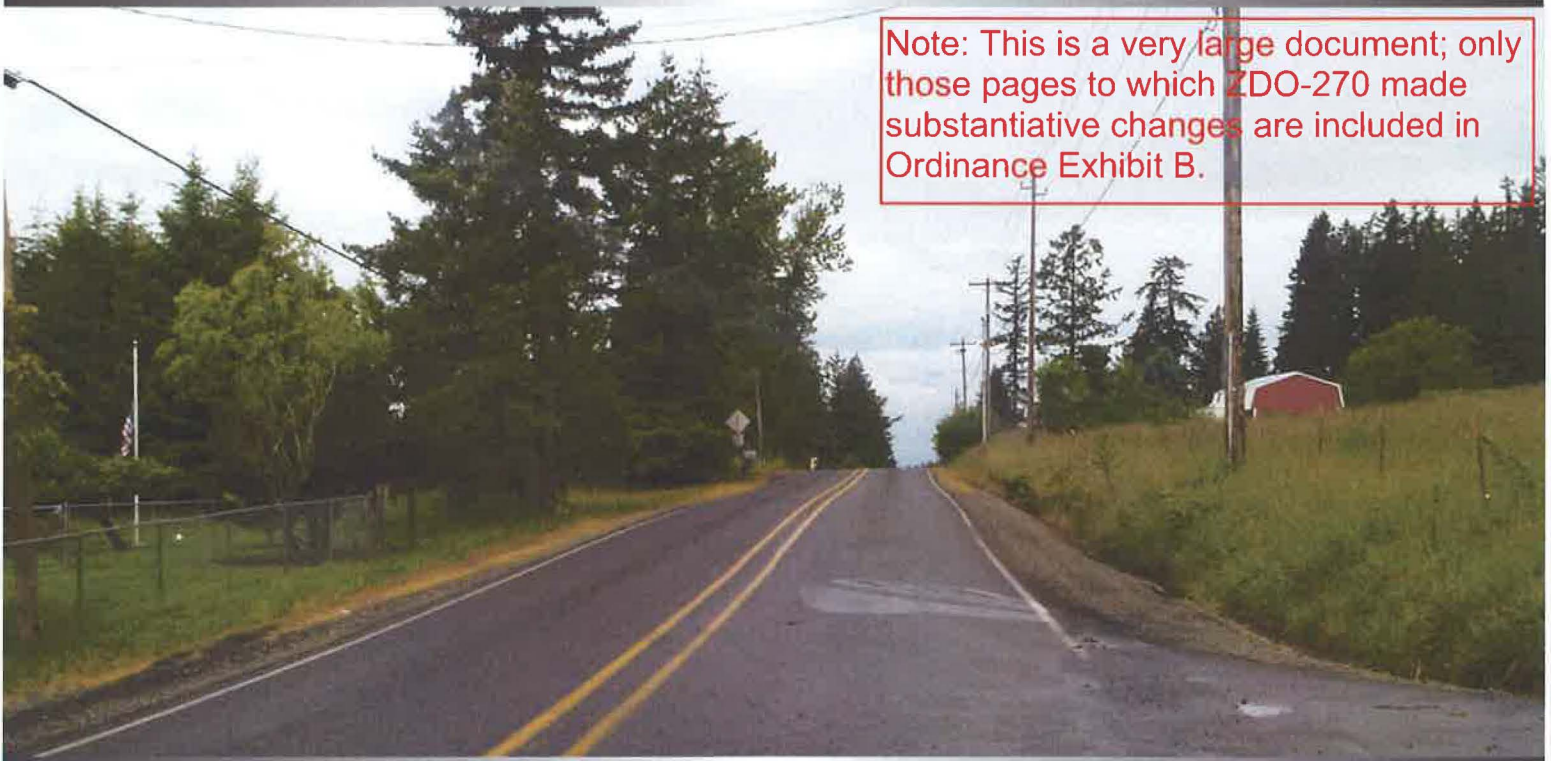
Clackamas County Active Transportation Plan, June 1, 2015 [Added by Ordinance ZDO-251, 6/1/15]

COMMUNITY AND DESIGN PLANS, Clackamas Regional Center Area Design Plan

Phillips Creek Greenway Framework Plan [Added by Order 98-308, 12/23/98]

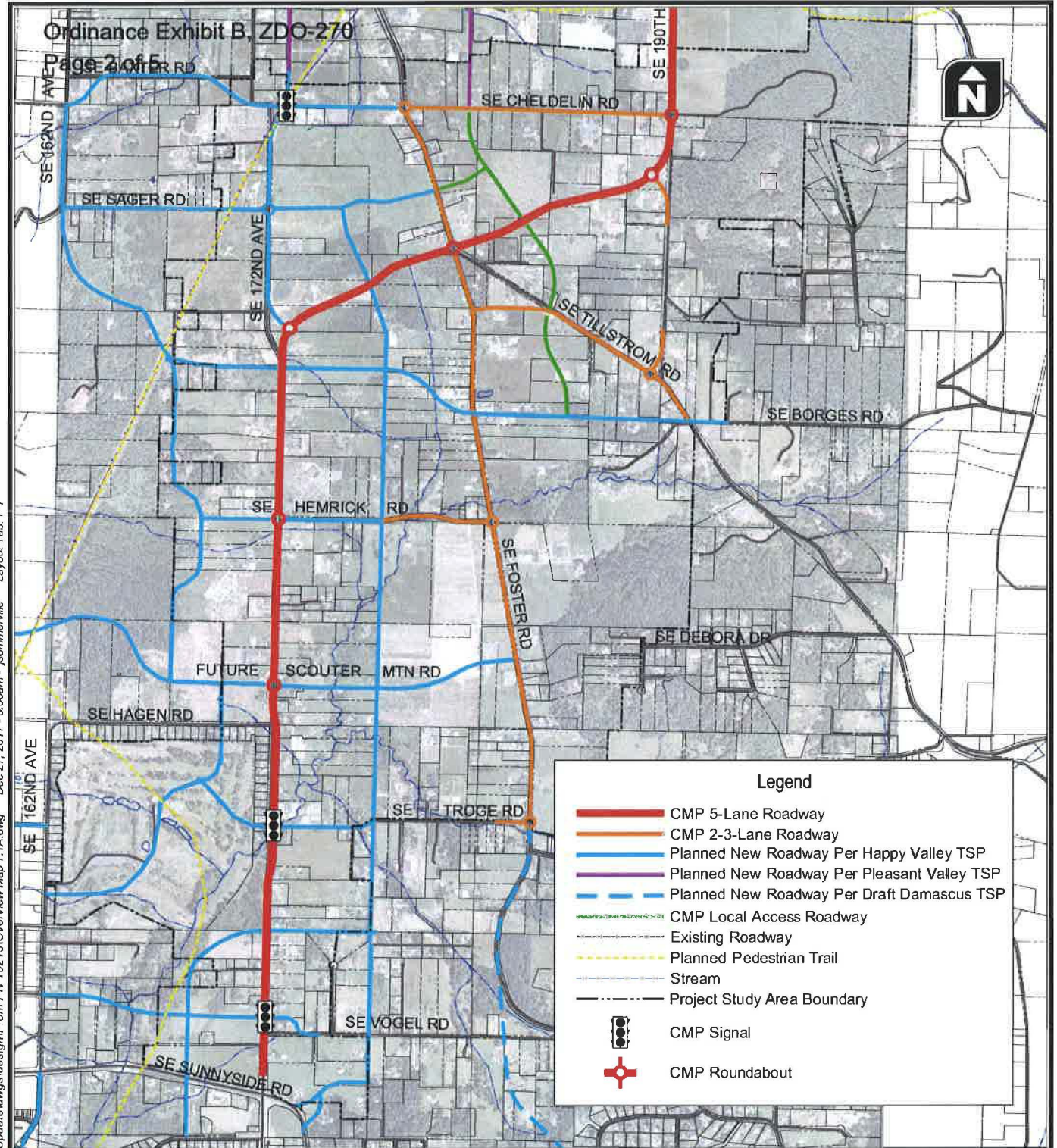
Clackamas Regional Center Pedestrian/Bicycle Plan [Added by Ordinance ZDO-238, 10/15/12]

Note: This is a very large document; only those pages to which ZDO-270 made substantive changes are included in Ordinance Exhibit B.



SE 172nd Avenue/190th Drive
**CORRIDOR
MANAGEMENT
PLAN**





H:\1818766 - 172nd-190th Corridor Plan Update\dwg\design\From PN 10213\Overview Map 7.1A.dwg Dec 27, 2017 - 8:06am - jommerville Layout Tab: 7-1

Corridor Management Plan Overview Map

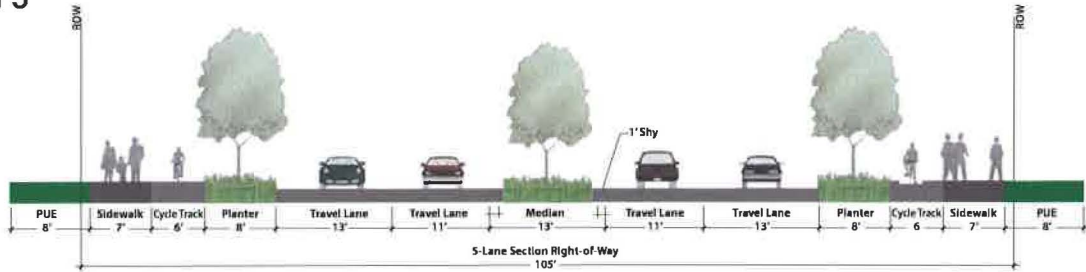
172nd / 190th
Corridor Plan

CLACKAMAS COUNTY
HAPPY VALLEY, OR
EST. 1965

**Figure
7-1A**

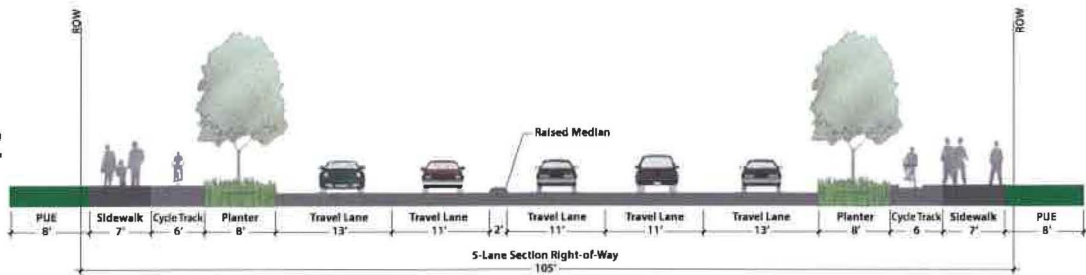
Ordinance Exhibit B, ZDO-270
Page 3 of 5

5A-1



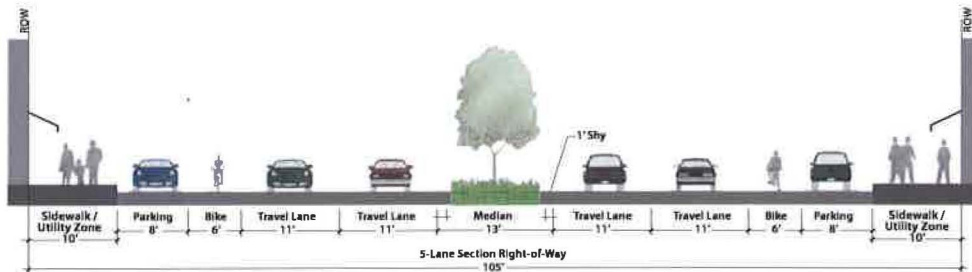
5-Lane Section with Median

5A-2



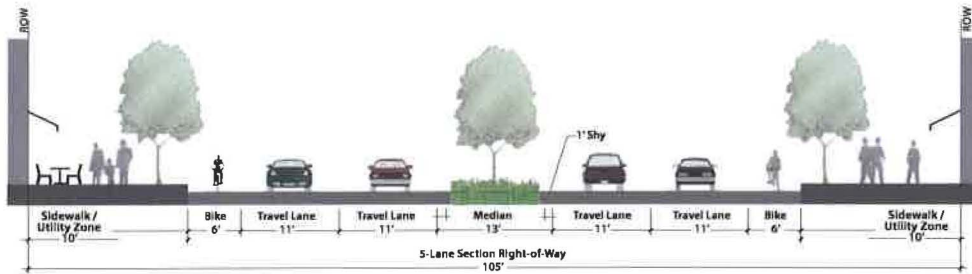
5-Lane Section with Left Turn Lane

5B



5-Lane Section with On-street Parking in Urban Center

5C



5-Lane Section in Urban Center

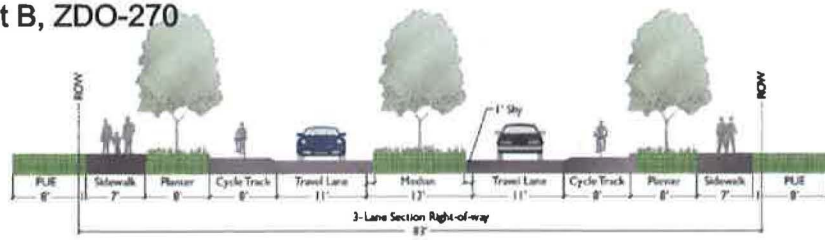
Corridor Management Plan 5-Lane Streetscape



Figure
7-3A

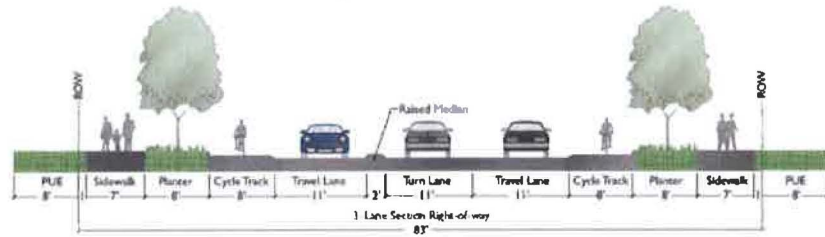
Ordinance Exhibit B, ZDO-270
Page 4 of 5

3A-1



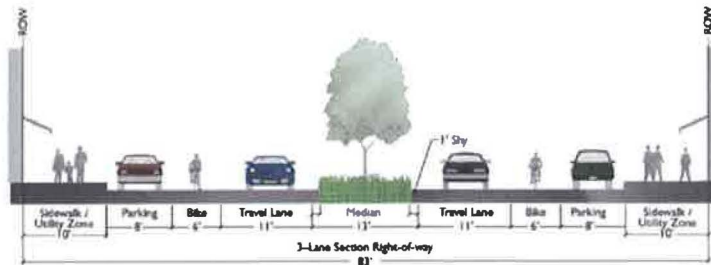
3-Lane Section with Median

3A-2



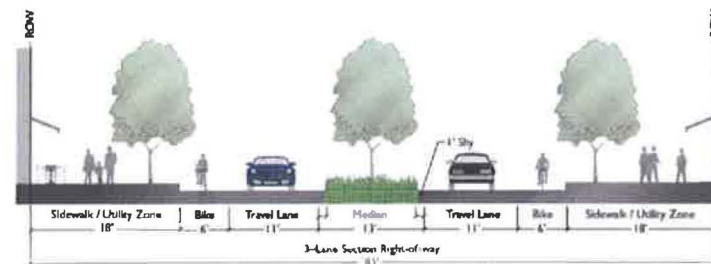
3-Lane Section with Left Turn Lane

3B



3-Lane Section with On-street Parking in Urban Center

3C



3-Lane Section in Urban Center

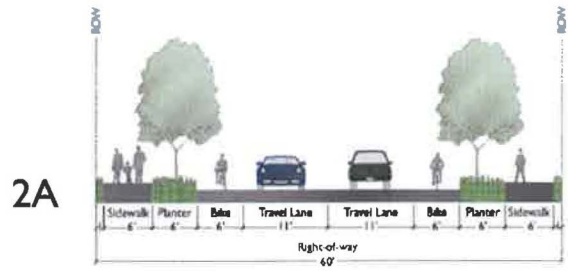
Corridor Management Plan 3-Lane Streetscape



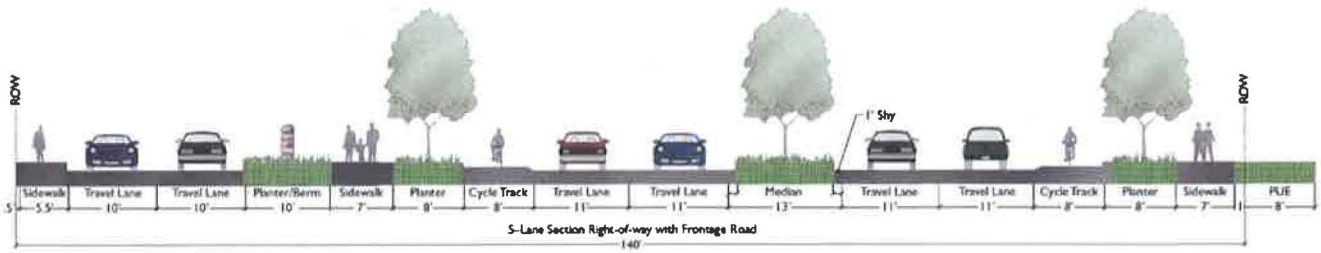
Figure
7-3B

Ordinance Exhibit B, ZDO-270

Page 5 of 5



2-Lane Section



5-Lane Section with Median and Frontage Road

Corridor Management Plan 2-Lane Streetscape



**Figure
7-3C**



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

November 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 12-Lot Assessment
Area Within Clackamas County Service District No. 5, Assessment
46-18 Mabel Ave. 12-Lot Petition

Purpose/Outcomes	This Board Order is to create a new assessment area in Clackamas County Service District No. 5. This process is necessary to allow for the installation of new street lights. Street lighting is proposed to be mounted on existing wood power poles.
Dollar Amount and Fiscal Impact	The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. Residential properties in this area fall under rate schedule B, \$49.01 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service. Successful completion of the petition and approval of formation of this assessment area will allow fees to be collected from benefiting properties for the operation and maintenance of the street lights.
Duration	Ongoing
Previous Board Contact	None
Strategic Plan Alignment	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone) wendicor@clackamas.us

BACKGROUND:

A citizen owning property on SE Mabel Ave. requested lighting for their neighborhood through the District's petitioning process. There are 18 property owners of 12 tax lots in the petition area. Signatures from 7 of the 12 properties (58%) were collected. The requirement for a valid petition is the signature of more than 50% of benefiting property owners.

The affected property owners were notified of the time and place of the hearing by first class mail to the mailing address as listed by the Assessor for Clackamas County and a public hearing was scheduled for November 1, 2018, to hear objections to the above street lighting district. The milestone for terminating the petition is the receipt of objections, also known as remonstrance, from more than 50% of the affected property owners.

These documents have been reviewed and approved by Counsel.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of an Order Forming
an Assessment Area 46-18 (Mabel
Ave. 12-Lot Petition) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



Board Order No. _____
Page 1 of 2

Whereas, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board the properties within Assessment Area 46-18, Mabel Ave. 12-Lot Petition, SE Mabel Ave. between address 7002 SE Mabel Ave. and 7202 SE Mabel Ave. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

Whereas, it further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

Whereas, it further appearing to the Board that rates for street lighting as established by Order No. 2018-64 and subsequent rate change Orders shall be applied to Assessment Area 46-18, Mabel Ave. 12-Lot Petition, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule B: \$49.01 per tax lot each year, applied to
residential properties; and

Whereas, it further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

Whereas, it further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 1st day of November, 2018, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property.

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

In the Matter of an Order Forming
an Assessment Area 46-18 (Mabel
Ave. 12-Lot Petition) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



Board Order No. _____

Page 2 of 2

NOW THEREFORE, the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, orders as follows:

1. The properties in the Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 46-18 All lots in the Mabel Ave. 12-Lot Petition area; and

2. That an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment;
3. That the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

DATED this _____ day of November, 2018.

BOARD OF COUNTY COMMISSIONERS

Acting as the Governing Body of
Clackamas County Service District No. 5

Chair

Recording Secretary

November 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 of a Revenue Intergovernmental Agreement with
Oregon Department of Human Services,
Office of Vocational and Rehabilitation Services

Purpose/Outcomes	Provides Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment.
Dollar Amount and Fiscal Impact	Amendment #3 adds \$700,000 to the current \$300,000 contract value. This is a revenue agreement with \$1,000,000 maximum value.
Funding Source	No County General Funds are involved.
Duration	Effective upon signature and terminates on September 30, 2020.
Strategic Plan Alignment	1. Efficient and Effective Services. 2. Ensure safe, healthy and secure communities
Previous Board Action	Previous Board Action on September 27, 2018. Agenda item 092718 – A6
Contact Person	Deborah Cockrell, FQHC Director – 503-742-5495
Contract No.	7427_03

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue Amendment #3 to the Intergovernmental Agreement (IGA) with Oregon Department of Human Services, Office of Vocational and Rehabilitation Services (OVRs).

This agreement provides Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment. Reimbursement is on a performance based fee-for-service basis. Amendment #2 was previously reviewed by the Board of County Commissioners on September 27, 2018 to extend the duration of the agreement to September 30, 2020, and Amendment #3 changes the total compensation amount to \$1,000,000 for the duration of the agreement with the new termination date.

County Counsel reviewed this document on October 11, 2018. No County General Funds are involved. Amendment #3 is effective upon signature and terminates on September 30, 2020.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services



DHS Agreement Number 149599
County Agreement Number 7427_03

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number 03 to Agreement Number 149599 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
acting by and through its Department of Health, Housing and Human Services
Health Centers Division
2051 Kaen Rd., Suite 637
Oregon City, Oregon 97045
Attention: Ed Johnson
Telephone: (503) 742-5325
Facsimile: (503) 742-5352
E-mail address: ejohnson@co.clackamas.or.us**

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. **Section 3. "Consideration.", Subsection a., only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$300,000.00~~ **\$1,000,000.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
 - c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - d. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - e. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - f. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
 - g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;

- (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County acting by and through its Department of Health, Housing and Human Services Health Centers Division

By:

	Richard Swift
Authorized Signature	Printed Name
Director	
Title	Date

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

By:

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Jeff Wahl Senior Assistant Attorney General, approval via email on 10/3/2018

	Date
Department of Justice	



DAN JOHNSON
DIRECTOR

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

November 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 3 to Supplemental Project Agreement No. 25214
With Oregon Department of Transportation for
Salmon River (Elk Park Road) Bridge Project**

Purpose/Outcomes	Approval of Amendment No. 3 to a Supplemental Project Agreement with ODOT for the Salmon River (Elk Park Road) Bridge Project for additional federal funding.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate \$ 4,199,625.00 10.27% County Road Funds \$ 436,685.00
Funding Source	Local Bridge Program (LBP) \$3,762,940 and County Road Fund
Duration	Upon Execution until completion of the project
Previous Board Action	07/16/09: BCC Approval of Supplemental Project Agreement 25 214 for Salmon River (Elk Park Road) Bridge Project 12/10/10: BCC Approval of Right of Way Services for the Project 08/14/14: BCC Approval of Amendment No. 1 for Additional Funding for the Project 02/11/16: BCC Approval of Resolution No. 2014-77, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions for the subject project 07/13/17: BCC Approval of Amendment No. 2 for Additional Funding for the Project 02/22/18: BCC Approval of a Contract with JAL Construction, Inc. for Construction of the Salmon River (Elk Park Road) Bridge Project
Strategic Plan Alignment	Build a strong infrastructure Ensure safe, healthy and secure communities
Contact Person	Joel Howie, Civil Engineering Supervisor – DTD 503-742-4658

BACKGROUND:

As part of the Local Bridge Program (LBP), Clackamas County received funding for the replacement of the Salmon River (Elk Park Rd) Bridge. The existing bridge was built in 1958 and is listed as structurally deficient with a load restriction of 27 tons. This project will replace the existing bridge with a single-span, steel-plate girder superstructure with a cast-in-place concrete deck that meets current design standards. The project is funded by LBP funds (89.73 percent) matched with County Road Funds (10.27 percent).

This amendment increases the total available amount of funding for the project from \$3,298,809 to \$4,199,625. The increase in funding will cover additional construction costs that are expected as a result of the higher construction bids received on the project. The County's Road Fund match for the program funding is increased by approximately \$92,515.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the attached Amendment No. 3 to Supplemental Project Agreement No. 25214 for additional Salmon River (Elk Park Road) Bridge Project funding.

Respectfully Submitted,

Joel Howie,
Civil Engineering Supervisor
Transportation and Development

AMENDMENT NUMBER 03
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 25214
Salmon River (Elk Park Road) Bridge
Clackamas County

This is Amendment No. 03 to the Agreement between the State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as “State,” or “ODOT,” and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on August 5, 2009, and Amendment Number 01 on September 2, 2014, and Amendment Number 02 on August 28, 2017.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update new total Project cost amount, and extend dates, update Terms of Agreement, update ADA language, update indirect cost rate language, and remove Estimated Budget from Project Milestones table.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. The Project shall be conducted as a part of the Local Bridge Program (LBP), under Title 23, United States Code. The total estimated cost of the Project is \$3,298,809, which is subject to change. LBP funds for the Project are limited to \$2,954,639, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

Shall be deleted in its entirety and replaced with the following:

2. The Project shall be conducted as a part of the Local Bridge Program (LBP), under Title 23, United States Code. The total estimated cost of the Project is \$4,199,625, which is subject to change. LBP funds for the Project are limited to \$3,762,940, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

TERMS OF AGREEMENT, Paragraph 21, Page 3, which reads:

21.Americans with Disabilities Act Compliance:

- a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (“ADA”), as identified in paragraph 1 of the General Provisions section of Agency’s Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.

b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.

i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant

ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyCons tForms1.aspx>

ii. **State Inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

c. **Reimbursement:** State will not reimburse Agency for work that does not meet the applicable ODOT standards without an approved design exception, regardless of whether the work is on a State-owned or an Agency-owned facility.

d. **Ongoing Maintenance and Inspection Obligation:** Agency shall, at its own expense, maintain and periodically inspect any Project sidewalks, curb ramps, and pedestrian activated signals on portions of the Project under Agency's maintenance jurisdiction upon Project completion and throughout the useful life of the Project to ensure continuing compliance with the ADA. This provision shall survive termination of the Agreement.

Shall be deleted in its entirety and replaced with the following:

21. Americans with Disabilities Act Compliance:

- a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the General Provisions section of the Local Agency Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.
- b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project, as applicable to the Project, on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.
 - i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liason for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForm s1.aspx>
 - ii. **State Inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- c. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
- d. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT standards, regardless of whether the work is on a State-owned or an Agency-owned facility.

- e. **On-going Maintenance Obligation:** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- f. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.

Insert new TERMS OF AGREEMENT, Paragraph 22 and 23, to read as follows:

- 22. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.
- 23. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its

election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

Insert new TERMS OF AGREEMENT, Paragraph 24, and 25, to read as follows:

24. Information required by 2 CFR 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.

25. Indirect Cost Rate.

a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is 35.57%. This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.

b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.

EXHIBIT B, Paragraph 4, Page 5, which reads:

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	Milestone Description	Obligation Date	Estimated Budget
1	Obligation (Federal Authorization) of federal funds for the Preliminary Engineering phase of the Project	October 25, 2010	\$686,065
2	Obligation (Federal Authorization) of federal funds for the Right of Way phase of the Project	September 23, 2015	\$219,974
3	Obligation (Federal Authorization) of federal funds for the Construction phase of the Project	October 30, 2017	\$2,392,770
	Total Project Cost		\$3,298,809

Shall be deleted in its entirety and replaced with the following:

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	<u>Milestone Description</u>	<u>Obligation Date</u>
1	Obligation (Federal Authorization) of federal funds for the Preliminary Engineering phase of the Project	October 25, 2010
2	Obligation (Federal Authorization) of federal funds for the Right of Way phase of the Project	September 23, 2015
3	Obligation (Federal Authorization) of federal funds for the Construction phase of the Project	September 22, 2017

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #14269) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

CLACKAMAS COUNTY, by and through its elected officials

By _____

Date _____

By _____

Date _____

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

By _____
Agency Counsel

Date _____

Agency Contact:
Joel Howie, Civil Engineering
Supervisor
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4658
jhowie@co.clackamas.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Active Transportation Section Manager
Date _____

By _____
Region 1 Manager
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Rachel Bertoni via email
Assistant Attorney General

Date: 10/10/18

State Contact:
Mahasti Hastings, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.state.or.us



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Professional Services Contract with Accela, Inc. to
Provide Software Consulting Services**

Purpose/ Outcomes	Approval of Contract
Dollar Amount and Fiscal Impact	\$275,570
Funding Source	Funds are budgeted in DTD budget
Duration	Contract signing through September 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	4) Ensure safe, healthy and secure communities
Contact Person	Cheryl Bell, DTD Assistant Director of Development, x4721

BACKGROUND:

The Department of Transportation and Development (DTD) utilizes Accela Automation permitting software as the primary database for creating, routing, processing, and issuing permits throughout the department's various development operations. The contract with Accela is necessary to assist DTD in updating its usage of the software to take advantage of improved features and business processes.

In accordance with LCRB C-047-0275, the Procurement Division issued a notice of intent to award a sole source contract on July 12, 2018. The protest period closed on July 19, 2018 and no protests were received. County Counsel has reviewed and approved the form of this contract.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the contract with Accela Inc.

Respectfully submitted,

Cheryl Bell, DTD Assistant Director of Development

Placed on the Agenda of ___ Nov. 1, 2018 _____ by the Procurement Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Accela, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of its Department of Transportation & Development.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on September 30, 2019. However, subject to applicable statute(s) of limitation, such expiration shall not extinguish or prejudice a party's right to pursue applicable remedies under this Contract with respect to: (a) any breach of warranty; or (b) any other uncured breach of this Contract.

2. Scope of Work. Contractor will provide the following personal/professional services: provide technical services for an upgrade of the department's existing permitting system ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Two Hundred Seventy-Five Thousand, Five Hundred Seventy dollars (\$275,570), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [X] Yes [] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C and D (Accela Statement of Work dated 6/7/18).

6. Contractor Data.

Address: 2633 Camino Ramon, Suite 500, San Ramon, CA 94583

Contractor Contract Administrator: Carson Goldberg

Phone No.: 925-359-3609

Email: cgoldberg@accela.com

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

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

ARTICLE II.

1. **ACCESS TO RECORDS.** Each party shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect, properly, costs invoiced to County by Contractor and costs paid to Contractor by County for performance by Contractor under this Contract. Subject to obligations of confidentiality under this Contract, not more than once during any twelve (12) month period, at the auditing party's sole expense and during regular business hours with not less than seven (7) days' prior notice, either party, including its authorized representatives, shall have access to the books, documents, papers, and records of the other party that are directly pertinent to this Contract to the extent reasonably necessary to verify accuracy of any statement, charge, or license compliance. Such books and records shall be maintained by the parties for a minimum of three (3) years, or such longer period as may be required by applicable law, following expiration or termination of this Contract, or until the conclusion of any audit related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Each party shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to that Party with regard to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or

suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** To the extent permitted by applicable law, Contractor shall be liable for all damage to property, injury to persons, loss, and expense caused by, or resulting from the conduct of Work, or from any act or omission of Contractor, its subcontractors, agents, or employees. To the extent permitted by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300) (as applicable to the County) the parties agree to indemnify, hold harmless and defend the other party, and its officers, elected officials, agents and employees from and against all third-party claims and actions, including direct expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the indemnifying party or its employees, subcontractors, or agents.
- 8. INDEPENDENT CONTRACTOR STATUS.** The Work to be rendered under this Contract are those of an independent contractor. For the avoidance of doubt, the parties may mutually determine (and, if desired, modify via signed writing) the delivery schedule for the Work to be performed. Although County may evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required of Contractor by law applicable to Contractor as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall, to the extent required by law applicable to Contractor, qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 9. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 10. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 13 or 20(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict

with law are deemed inoperative to that extent.

EXCEPT FOR PROPERTY DAMAGE AND BODILY INJURY, IN NO EVENT WILL CONTRACTOR'S AGGREGATE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR PERFORMANCE OF ANY WORK OR PROFESSIONAL SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED TWO TIMES THE TOTAL AMOUNT OF THIS CONTRACT.

11. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

12. OWNERSHIP RIGHTS AND LICENSES.

12.1 Subject to this Contract and upon payment of fees for Work, Contractor grants County a limited, non-exclusive, worldwide, nontransferable, terminable license to use the deliverables solely for County's internal operations in connection with authorized use of the applicable software. Notwithstanding any other provision of this Contract: (i) nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Tools**") used by Contractor to develop the deliverables.

12.2 As between the parties, Contractor shall solely and exclusively own all right, title, and interest in the Work, deliverables, and software, including all modifications, enhancements, and derivative works thereof and any other of Contractor's products or services, whether created by Contractor or Country, together with all intellectual property and other proprietary rights therein. Country hereby makes all assignments necessary to accomplish the foregoing ownership.

12.3 Deliverables are Contractor confidential information and Country may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the deliverables to any party except as expressly permitted by Contractor.

12.4 Contractor will own all rights, title and interest in and to the all processes, methods, procedures and know-how established or utilized by Contractor in performance of the Work. None of the Work or deliverables will be deemed to constitute work product or work-for-hire inuring to the benefit of Country. All County data that is entered into the software shall remain the exclusive property of the County and may not be used by Contractor in any manner without County's express written permission.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when fully executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work (subject to thirty (30) day cure period with regard to licenses). The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

County is responsible for reviewing and testing all deliverables pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for a deliverable within the mutually agreed timeframes established in this Contract. County will provide Contractor with written timely notification of acceptance for each deliverable promptly upon acceptance; however, failure to reject a deliverable, as set forth below, will be deemed acceptance. If County, in its reasonable and good faith judgment, determines that any submitted deliverable does not satisfy the agreed-upon acceptance criteria as specified in this Contract or as mutually agreed upon in writing by the parties for such deliverable, County must so notify Contractor in writing within 30 (thirty) business days after Contractor's submission of the deliverable, specifying the deficiencies in detail. Contractor will use commercially reasonable efforts to correct such deficiencies and resubmit the deliverable to County as soon as practicable. County will again review and test the deliverable against the agreed-upon acceptance criteria, and detail any deficiencies to Contractor in writing within 30 (thirty) business days after resubmission of the deliverable. If a deliverable fails to meet the acceptance criteria after its second resubmission to County, County may either, as its sole remedy for breach of warranty: (i) again reject the deliverable and return it to Contractor for further correction and resubmission in accordance with the process described above or (ii) terminate this Contract pursuant to the terms and conditions set forth in Section 19.

This Section 13 sets forth the sole and exclusive warranties and remedies related to the Work, deliverables and Tools performed or provided under this Contract. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, THE WORK AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

THE LIMITATIONS PROVIDED IN THIS SECTION 13 ARE LIMITED SOLELY TO CONTRACTOR'S WARRANTIES PROVIDED HEREIN AND ARE NOT INTENDED TO MODIFY, WAIVE, LIMIT, OR OTHERWISE AFFECT ANY OTHER RIGHT OR REMEDY AVAILABLE TO THE PARTIES UNDER THIS CONTRACT, AT LAW, OR IN EQUITY.

14. **SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 7, 10, 12, 13, 14, and 20.
15. **SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
16. **SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign with notice but without prior approval in connection with the sale of all or substantially all of Contractor's assets, provided the purchaser in such a sale assumes all obligations and liabilities under this Contract. Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 10, 12, 14, and 26 as if the subcontractor were the Contractor. County's consent

to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

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

18. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall entitle County to terminate this Contract, to pursue any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract at law, or in equity, including but not limited to: (A) Termination of this Contract; (B) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.

The Contractor represents and warrants that, to the best of its knowledge, for a period of no fewer than one (1) calendar year preceding the effective date of this Contract, Contractor has, to the extent specifically applicable to Contractor, faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

19. TERMINATIONS.

This Contract may be terminated for the following reasons: (A) This Contract may be terminated (i) at any time by mutual consent of the parties, or (ii) by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) Either party may terminate this Contract effective upon delivery of notice to the other party, or at such later date as may be established by mutual agreement of the parties in signed writing, if (i) federal or state laws, rules, regulations, or guidelines are modified or changed in such a way that the Work under this Contract is prohibited by law or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed and not cured within thirty (30) days; (C) This Contract may also be terminated by either party upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract by giving Contractor not less than thirty (30) days' notice.

20. REMEDIES. (A) In the event of termination pursuant to Article II Section 19(A)(i), 19(A)(ii), 19(B)(i), or (D), County shall not be entitled to a refund of any pre-paid fees and shall remain responsible for outstanding payment obligations to Contractor in respect of Work performed prior to such termination. (B) In the event of termination pursuant to Sections 19(B)(ii) or 19(C), the County, with regard to Section 19(B)(ii), and both parties with regard to Section 19(C), shall have any remedy available to it in law or equity. (C) Upon receiving a notice of termination of this Contract, the non-terminating party shall immediately cease all activities under this Contract, unless the parties mutually agree otherwise in writing signed by the parties. Upon termination of this Contract, Contractor shall deliver to County all Work paid for by County to Contractor in

accordance with Agreement.

21. **NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
22. **TIME IS OF THE ESSENCE.** The parties agree that time is of the essence in the performance this Contract. (A) If Contractor fails to perform the Work pursuant to the timeframes set forth in Exhibit D, County agrees to provide Contractor ten (10) day's written notice, with an opportunity to cure, before pursuing County's rights and remedies under this Contract, at law, or in equity. (B.) County delays may have adverse collateral effects on Contractor's overall work schedule. Although Contractor will use its commercially reasonable efforts to immediately resume work following any such delay, County acknowledges that schedules for the Work may be delayed by more than the number of days delayed by County. County agrees that if additional time is required to complete the Work as the result of County delays, such time will be charged to County at Contractor's time and material rates as provided in this Contract.
23. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
24. **FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
25. **WAIVER.** The failure of a party to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.
26. **COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
 - (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
 - (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
 - (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
 - (D) The Contractor shall promptly, as due, make payment to any person or co-partnership, 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.

27. CONFIDENTIALITY.

27.1 As used herein, "Confidential Information" means any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of a party (the "Disclosing Party") to the other party ("Receiving Party") for purposes arising out of or in connection with this Contract that: is marked "confidential" or "proprietary" at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party or (v) constitutes aggregate data collected or generated by or on behalf of Contractor regarding its products and services (for purposes of providing or improving its products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other reasonable business purposes) that does not contain any personally identifiable or Customer-specific information.

27.2 Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these terms, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these terms and who are legally bound to protect such Confidential Information consistent with the requirements of these terms.


27.3 The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Accela, Inc.

Clackamas County

 10/23/18
Authorized Signature Date Jim Bernard, Chair Date

Bruce H. Diner / CFO
Name / Title (Printed)

Approved as to Form:

465978-94
Oregon Business Registry #

 10/24/2018
County Counsel Date

FBC / CA
Entity Type / State of Formation

EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT

SCOPE OF WORK

Contractor shall provide professional services consulting to assist the department in the upgrade of its existing permitting system. All Work shall be performed in accordance with the attached Exhibit D – Statement of Work. in the event anything within the Statement of Work conflicts with this Contract, the terms of Contract shall take precedence.

The County Contract administrator for this Contract is: Cheryl Bell, Assistant Director

CONSIDERATION

- a. Contractor shall be compensated on a time and material basis at the rate of \$250 per hour. Any travel expense reimbursement shall be in accordance with this Contract.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$275,950. Invoices shall be submitted to: DTD Administration, 150 Beaver Creek Rd., Oregon City, OR 97045 or dlandon@clackamas.us.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed within sixty (60) calendar days after the end of the month in which services were rendered. Payments shall be made to Contractor following the County's review and approval of invoices within thirty (30) days of the date each invoice is submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the Work to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- X A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- X C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- X E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

Exhibit D



Statement of Work

Clackamas County, OR Continual Improvement SOW

6/7/2017-~~2018~~

Version 1.2

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

~~This proposal expires on 8/7/2018.~~



TABLE OF CONTENTS

TABLE OF CONTENTS	2
DOCUMENT CONTROL	3
OVERVIEW	4
WORK DESCRIPTION	4
PROJECT SCHEDULE.....	5
PAYMENT TERMS.....	5
PAYMENT SCHEDULE	5
EXPENSES	5
CONTRACT SUM.....	5
PROJECTS PUT ON HOLD:	6
GENERAL ASSUMPTIONS	6
CHANGE ORDERS	7
EXPIRATION	7
DISCLAIMERS	7
ACCEPTANCE	8
APPENDIX A – CHANGE ORDER	9
SAMPLE CHANGE ORDER – PAGE 1	9
SAMPLE CHANGE ORDER – PAGE 2	10
APPENDIX B – CLACKAMAS COUNTY FINANCIAL IMPROVEMENT REQUIREMENTS	11



DOCUMENT CONTROL

Date	Author	Version	Change Reference
04/26/2018	C Goldberg	1.0	SOW Creation
05/07/2018	C Goldberg	1.1	SOW updates
06/07/2018	C Goldberg	1.2	SOW updates



OVERVIEW

The following Statement of Work explains how Accela will provide you with Professional Services consulting. This Statement of Work (SOW), dated 06/07/2018, defines the scope of the consulting and professional services project work (collectively known as "Services") that Accela ("Accela") will provide to Clackamas County, WA OR ("Agency").

WORK DESCRIPTION

Accela will provide hourly services to the Agency based on a specific defined task. Tasks may include but are not limited to:

See Appendix B - Financial Improvement Requirements

Resolution for each item selected by Agency will include:

- Project Management oversight
- Discovery and analysis
- Solution design
- Development and configuration
- Unit testing
- Promotion to UAT
- Promotion to Production

Upon a specific task request by the Agency Project Manager including requirements, Accela will provide an estimated Level of Effort and schedule to complete the task. The Agency Project Manager will review the estimated Level of Effort and issue a notice to proceed on the task. Upon approval, Accela hours will be allocated by the Accela Project Manager to the required personnel.

The Level of Effort for a task request is inclusive of

- Time spent on analysis for purposes on estimation of the task,
- Project management time required to support estimation, planning, and delivery of the task, and
- Project team time associated with task dependencies to other project work streams or impacts to the overall schedule.

Accela Responsibilities:

- Within 2 business days of receiving a written task request from the Agency Project Manager, provide an estimate of LOE and schedule for the task.
- Provide prompt notification, and seek approval, for any task that is expected to exceed the original estimate by more than 20%.
- Report progress and hours used by Task to Agency on a weekly basis during the weekly Status meeting.

Agency Responsibilities:

- Provide sufficient task request details to enable Accela to estimate and plan the work.
- Provide approval to proceed with specific tasks
- Provide direction on tasks exceeding 20% of the original estimate.



PROJECT SCHEDULE

Due to the compressed nature of the project schedule, if an Agency-based delay puts the project on hold for more than one (1) month, Accela reserves the right to terminate the contract and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay.

Upon completion of the work defined above, this contract will be closed and remaining hours will no longer be available unless a Change Order is negotiated.

PAYMENT TERMS

PAYMENT SCHEDULE

Accela will perform the Services on an hourly payment basis per the rates included in the table below based on: (i) the nature and scope of the Services, (ii) the expected staffing requirements, (iii) the Project Schedule, (iv) Accela's and Customer's roles and responsibilities, and (v) the other assumptions as set forth in this SOW. Should there be changes to the scope, timeline or resources that increases the hours or costs needed to complete the Project, a Change Order may be required prior to project continuation. Please see Change Order details in the Assumptions section. Invoices will be sent for hours worked every month.

Any estimated hours remaining on the Project when Accela has completed the scope or this project will not be used for other work without a Change Order delineating the scope. Any estimated hours remaining on the project when Accela has completed work will either terminate when the scope has been completed or expire on the term date of the Agreement, whichever is sooner.

Role	Rate
Accela Resource	\$250/hour

EXPENSES

There is no expected travel for this contract. If there were, actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to Agency, according to Accela's expense policy. Accela will bill Agency for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges, etc.). Accela will work with Agency to manage and control its expenses in accordance with Accela's global travel policy guidelines and will not incur expenses in excess of the initial contracted budget below without Agency's prior written consent. Expense receipts will be made available as requested by Agency. The travel expense budget estimate is \$12,500. The expected travel includes an onsite kickoff meeting attended by the Accela Project Manager and Lead Consultant, and 2 - 4 additional onsite working sessions by the Accela project team.

CONTRACT SUM

The total estimated amount payable under this SOW, as calculated from the above-mentioned fees and expenses, is \$275,570 including travel expenses and travel time.



The estimated fees for this SOW are predicated on the level of effort agreed upon between Accela and the Agency. However, should completion of tasks slip due to actions of Agency, and should this slippage result in material effort to Accela in excess of the hours provided for in this document, Accela will produce a Change Order with rates in accordance of the table above. for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both Agency and Accela. Change orders will need to be approved within three (3) business days of delivery to avoid a halt of work on the Project.

PROJECTS PUT ON HOLD:

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold.

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

GENERAL ASSUMPTIONS

- The items listed below are a list of potential items that the Agency may request to enhance their system. Accela has not estimated the work for these items and will accomplish as many as they can utilizing the mechanism of completing requests defined in this SOW.
- Accela will assign a Project Coordinator to all active contracts. They are responsible for ensuring that resources are secured to complete the work defined in this Statement of Work, as well as setting up the project in our Project Tracking System, generating invoices and assisting with any issues that arise. Their time is billable and will be included as a line item on invoices.
- **The Agency and Accela will review their responsibilities before work begins, to ensure that Services can be satisfactorily completed in the appropriate timeframe**
- The Agency will commit, and provide access to, all necessary stakeholders and SMEs
- Any additional hours requested, over the hours or scope stated in the SOW, will require a Change Order negotiated and agreed to by Accela and the Agency.
- Accela is not responsible for impacts to the timeline that are created by a dependency on Agency third party consultants. Timeline changes may result in a Change Order for the extension of Accela project resources caused by the actions of Agency third party consultants (including availability) that result in additional time or scope
- Invoices are due net 30 days of the invoice date
- Unless otherwise stated, custom deliverables are provided As-Is



CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services ("**Change Order**"). Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order will be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order will be signed by Accela and Agency prior to commencing any activities defined in the change order. The Change Order Template is attached hereto as Appendix A.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Professional Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed then the current scope and terms can be renegotiated.

DISCLAIMERS

Accela makes no warranties in respect of the Services described in this SOW except as set out in the Professional Services Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "**Supported Modification**". Accela's obligations and warranties in respect of its Services, Products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, interfaces and adaptors.

In the event Agency requires significant changes to this SOW (including cumulative revisions across any one or more Change Orders) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to Agency, suspend or terminate this SOW and/or any Change Order issued hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables.



ACCEPTANCE

Accepted By:

Accela, Inc.



Authorized Signature

Bruce H. Dines

Name - Type or Print

CFO

Title

10/23/2018

Date

Accepted By:

Clackamas County, OR

Authorized Signature

Name - Type or Print

Title

Date



APPENDIX A – CHANGE ORDER

SAMPLE CHANGE ORDER – PAGE 1

Agency: _____ CO #:
Project Code: _____ Date:
Contract #/ PO #: _____
Initiating Department: _____
Initiated By: _____
Change Category: Product Project Contract Maintenance

PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. Log File
 Issue details / scope impact:

- Schedule impact:
- Resource impact:
- Cost impact:

2. _____
 Issue details / scope impact

- Schedule impact:
- Resource impact:
- Cost impact:

Total Project Schedule Impact:
Total Project Resource Impact:
Total Project Cost Impact:

DISPOSITION COMMENTS:

Disposition: Approved Rejected Closed See Comments
Date: _____



SAMPLE CHANGE ORDER – PAGE 2

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order.

Accepted By: Agency	Accepted By: Accela, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title: Director
Date:	Date:

	Accepted By: Accela, Inc.
	By:
	Print Name:
	Title: Sr. VP of Services
	Date:



APPENDIX B – CLACKAMAS COUNTY FINANCIAL IMPROVEMENT REQUIREMENTS

The items listed below are a list of items from which the Agency will request to enhance their system. Accela has not estimated the work for these items and will accomplish as many as they can utilizing the mechanism of completing requests defined in this SOW.

Item #:	Issue:	Type of Problem:	Item Detail:
2	Fee	Fee formula	If the 25% plans review fee is less than the \$85.00 fee collected at intake, you cannot calculate the correct fee and apply any extra that is taken in to the balance owed.
27	Online permits	configuration	For ACA plumbing and electrical permits, applicants need both CCB and plumbing or electrical license. Right now can obtain permit with only CCB and both licenses are required.
53	Electrical master permit numbering system	configuration	Master permit numbers should stay constant each year as the permit is by facility and these are established and existing clients. We would like the permit number to stay with the facility and the year at the end of the number change on the calendar year. We would also like all years to show as related permits.
54	Canby def sub fees	financial	<p>Deferred submittals fee calculation does not presently function for projects within Canby's jurisdiction (fee field remains blank).</p> <p>o Note that Canby's deferred submittal fee differs from ours:</p> <ul style="list-style-type: none"> • Canby: 100% of permit fee for valuation of deferred portion, min. \$300 • CC: 65% of for valuation of deferred portion, min. \$250
58	Recalculation of fees	financial	If fees are invoiced and status is "ready," but customers downsizes the project, the system does not recalculate all the fees correctly.
60	Fee changes with multiple permits	financial	When a transaction payment is attached to three permits, you can no longer void the payment and have all three void automatically. You must go in and void each one individually. It does not work in SETS, or any other way, as it did in our previous system.
61	State surcharge inconsistency	financial	Depending on how a permit is created, sometimes you are required to click on the state surcharge, but other times it auto recalculates.

62	ACA permits without fees	financial	Permits are being created in ACA without any fees being paid, and these permits can go right to "issue." Customers are then able to schedule inspections without having paid fees.
63	Inconsistent formatting	financial	All Permits are not created equally – residential mechanical, plumbing, electrical – depending if it was taken out through ACA (our website online), or in house – if the scope of the permit needs to be changed, it has to be done differently on each one in order to have the fees to recalculate correctly.
64	Recalculation of fees	financial	<p>There are issues with fees, credits and adjustments calculating correctly based on the situation. We very often have to re-do all fees so that the fees come out correctly for the permit. This in turn creates a lot of issues for finance.</p> <p>One example is Electrical. If a permit is taken out for 2 circuits, the cost of the 1st circuit is \$90.00, and the additional circuits are \$12.00 + state surcharge.</p> <p>If the scope of the permit is changed by adding a service, or feeder plus 2 more circuits, it should recalculate with \$161.00 for the service or feeder and all of the additional circuits are then \$12.00 each + state surcharge. Accela does not take into consideration that the 1st circuit is now \$12.00, just like the additional circuits, and it does not take into consideration that money has already been collected and credit that amount in the recalculation. Fees have to be voided and re-entered by hand to make this adjustment.</p>
65	Partial refunds	financial	Refunding, especially a partial refund, is difficult. You usually have to back out ALL the fees, then recalculate, then put the fees back in as what they should be, then save & recalculate, then check to make sure they calculated correctly. If they do not, you have to go into "add fees" and try to find where you can make the correction to get the refund amount. You have to do all the figuring by hand (or on a test permit) to make sure the amounts are correct. This takes significant time to work and figure out.
67	<i>Revisions to NSFR plumbing fees</i>	financial	<i>On a new SFR: if it is taken out as a 2 bath home, and then the client wants to upgrade to 3 baths, you cannot change from 2 to 3 and recalculate the difference. You have to void all the fees and start over.</i>

68	Canby mechanical fees	financial	Canby's mechanical fee table under NSFR does not give an option for ranges or water heaters, so we have to list them as "other." They would be better represented if these items could be broken out and provided as options.
71	Ability to change FLS fees in ASI Screen	financial	Fire Life Safety charges correctly, and in the ASI screen if you click the "yes" button a fee is added, but clicking "NO" does not remove the fee. You have to manually remove the fee.
72	Valuation changes	financial	If the valuation of a project increases because the square footage is entered, plan review should show a 1 line item in the fee screen not 2 or 3 lines (if fire and life safety is added).
73	Not taking higher value for fee calculation	financial	Fees are not automatically adjusting to use the higher of the two values. Example given B0369513
78	Phased project fee calculates incorrectly	financial	<p><i>Phased project fee does not calculate correctly in Accela. The quantity entered in the "Dollar Amount" field is currently being multiplied by the minimum fee amount. Example: If one enters 4 in this field, the calculated fee results in \$1,000.</i></p> <p><i>For all areas except Canby: The correct calculation for this fee should be: \$250 + 10% of the permit fee not to exceed \$1,500 for each phase (The maximum fee for project phases should then be \$250 + \$1,500 = \$1,750).</i></p> <p><i>Note that Canby's phased project fee differs from ours: Canby: \$300 + 10% of permit fee not to exceed \$2,000 for each phase (***does not adhere to tri-county's uniform fee methodology per OAR 918-050-0160***)</i></p>
80.a	School excise tax/SDC district identification	financial	In ACA the rate of calculation (AKA districts that overlay the property and any associated rate tables) should be automatically identified based upon address and not entered manually (both SDC and CET). The current entry requires staff to choose the district (school, park, TSDC) from a drop down and then input rates per unit manually. Optimal would be for the district to pull from GIS and the rate for the districts to pull from a look-up table. Renumbered from #80.
80.b	City of Happy Valley electrical fee	financial	When a permit is in the City of Happy Valley Accela should identify the jurisdiction and distribute the funds differently according to the IGA agreement/formula. Can a script identify a different fee distribution formula? Renumbered from #86.

83	State surcharge report	financial	State surcharge report has 2 columns that are both titled "12%." Not all permits have a value in the 2nd column and we are not sure why there are two different values in the columns. Should the columns be added together? Is one the current total and the other cumulative?
87	New payment type	financial	Create interfund transfer - this will allow us to know that a document needs to be generated to pay a partner. Currently these payments are seen as "other" with a note to do interfund transfer. We would also like to rename "fund transfer" to "permit transfer" so true interfund transfers are clearly defined.
88	Fund transfer	financial	When doing a fund transfer we need the originating account numbers and amounts paid in each, and account numbers and payments to where the funds are transfer to. This is required to confirm the distribution and to redistribute with a JE as needed. This needs to break out the lines that add up to the "fund transfer to" total in the current report.
89	Permit fee audit report	financial	Create a report to audit the fee tables. The report should include the table name, fee description, fee code, account string and distribution formula. This should be an Excel export for use.
90	Fee table protocol	financial	In working with Accela Customer Success team we would like information on best practices for fee table management. This includes questions regarding if we can require a new fee table if an account line or formula is modified in any way.
91	Code enforcement data entry	Scripting	Date of entry for the sequence of events (SOE), controlled edit and deleting of SOC, and mandatory fields in the SOC.



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contracts with Liberty Language Services Limited Liability Company for
On-call Interpreter Services for Clackamas County Departments

Purpose/Outcomes	To provide On-call Interpreter Services for Clackamas County
Fiscal Impact	The total contract value is \$1,500,000.00
Funding Source	Various depending on Department Request for Services
Duration	Through June 30, 2023
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Contact Person	Abigail Churchill, Procurement; 503-742-5449

BACKGROUND:

On April 24, 2018 a Strategic Procurement was published RFP #2017-87 for On-call Interpreter Services. The RFP received nine responsive and responsible bidders and all nine Contractors were awarded contracts to provide On-call Interpreter Services for Clackamas County as needed. Scope of Work to be determined at time of Service and mutually agreed upon by County and Contractor.

This request has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County approve the Contract with Liberty Language Services Limited Liability Company for On-call Interpreter Services for Clackamas County. The remaining three vendors will be submitted at a later date.

Respectfully submitted,

Abigail Churchill
Procurement and Contract Analyst

Placed on the _____ Agenda by the Procurement Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Liberty Language Services Limited Liability Company ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide Interpreting Services on an on-call basis ("Work"), further described in Article III.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million five hundred thousand dollars (\$1,500,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Article III.

4. Travel and Other Expense. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A and B.

6. Contractor Data.

Name: Liberty Language Services Limited Liability Company
Address: 1600 Spring Hill Road, Suite, 210, Vienna, VA 22182
Contractor Contract Administrator: Silvia Villacampa
Phone No.: 1-888-746-9108 ext. 3
Email: SVillacampa@libertylanguageservices.com

[] DBE # [] MBE # [] WBE # [] ESB #

MWESB Certification: DBE # MBE #
Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Article V C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Article IV**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of

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

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

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

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

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

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

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

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

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Liberty Language Services Limited Liability
Company
1600 Spring Hill Road, Suite, 210
Vienna, VA 22182

Clackamas County:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone/Fax Number

Approved as to Form:

Oregon Business Registry #

County Counsel

Entity Type / State of Formation

Date

**ARTICLE III
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide On-call Interpretation services as further described in Exhibits A and B, hereby attached and incorporated by reference.

If the services under this Contract are on an “on-call” or “as-needed basis,” no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may commence until an amendment is made to this Contract or an official County Purchase Order is issued and that specifically incorporates by reference this Contract and the agreed upon task scope of work. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

CONSIDERATION

- a. Consideration Rates – Time and Material Rate as further described in Exhibit B, hereby attached and incorporated by reference.
- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **one million five hundred thousand dollars (\$1,500,000.00)**. Invoices shall be submitted to requesting Department Project Managers per request.
- b. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- c. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

ARTICLE V
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT A
RFP #2017-87 Interpreter Services



REQUEST FOR PROPOSALS #2017-87

FOR

Interpreter Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Abigail Churchill
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 16, 2018

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....April 24, 2018
Protest of Specifications Deadline.....May 1, 2018, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....May 8, 2018, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....May 16, 2018, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....Five (5) days from the Intent to Award

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	7
Section 4 – Evaluation and Selection Criteria	11
Section 5 – Proposal Content (Including Proposal Certification).....	12
Section 6 – Rate Schedule.....	14

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 16, 2018** (“Closing”), to provide Interpreter Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

It is the intent of Clackamas County to award to multiple vendors that meet the specifications of this Request for Proposals.

Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, Churchill@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all

protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between

the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

The County, on behalf of its Departments and special Districts (collectively referred to as “Department”), is seeking proposals for on-call contractors to provide interpreter services including but not limited to in person, telephonic, transcription and video platforms. The County wishes to contract with qualified firms for interpreter services to and from one or more languages to and from the English language on an on-call basis. The County intends to award multiple contracts as a result of this solicitation.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County seeks to contract with qualified vendors to provide interpreter services to be utilized throughout the County by in-person, telephonic, video conferencing, and written translation platforms. These services are for all Clackamas County entities including but not limited to Sheriff’s Department, District Attorney’s Office, Clackamas County Service District 1, North Clackamas Parks and Recreation District, Transportation and Development, Resolution Services, Library District, Water Environment Services, Health, Housing and Human Services and other County component units.

3.3. SCOPE OF WORK

3.3.1. Scope:

The purpose of this Request for Proposals (“RFP”) is to contract with qualified individuals or firms (hereafter “Contractor”) to provide on-call services including but not limited to in-person, telephonic, video conferencing, and written translation services for various languages to and from the English language. The resulting contract will be an on-call contract for services needed over the contract term. The compensation for each task will be a time and material basis at the rates provided in proposal submitted with no guarantee of compensation during the contract term. The annual not to exceed for each contract will be \$250,000, with a total contract value of not-to-exceed \$1,250,000.000, for a five year contract term expiring **June 30, 2023**. It is the intent of the County to issue multiple contracts under this RFP.

Contractors may need to agree to additional terms and conditions as mandated by State, Federal or County requirements per each engagement such as HIPPA or other State mandated regulations. This includes but is not limited to additional agreements such as Business Associate Agreement and Qualified Service Organization Business Associate Agreement. Samples of these agreements can be found at: <http://www.clackamas.us/bids/terms.html>.

Services will be coordinated with a Departmental representative (“County Requestor”) for each engagement Service scheduling will be by telephone or email correspondence and all confirmations must be received to the County Requestor within 24 hours of request. The request confirmation should include the name of the County Requestor, service(s) time(s) and location requested, confirmation of services and any other pertinent information necessary. Minimum hours for billing and service requested for in-person interpreter services is one (1) hour per request, regardless of actual service time, which includes client no show. The County has the right to utilize services within the time frame specified regardless of original

scope of work as long as there is no change of location unless mutually agreed upon in writing. County Requestor and Contractor must cancel a minimum of 48 hours in advance of requested services time. County reserves the right to charge an hour for hour billing fee at their specified rates for failure to appear after a written confirmation is received.

Additional hours for in-person interpreter services or longer term engagements may be required as needed and mutually agreed upon in writing by both the County and Contractor.

Contractor to provide all labor, material, equipment and supplies necessary to provide interpreter services in-person, telephonically, video conferencing, and written translation services. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

Contractor will invoice Departments directly on a monthly basis with detailed information per transaction that will include date, time, location address, language services used, platform utilized (in-person, telephonic, video, transcriber) and any other pertinent notes. If providing written translation, Contractor shall submit in writing, the original request by the Department including documents requesting translation. County Requestor may require Contractor to bill third party entities directly.

Telephonic interpretation must utilize a land line phone to maintain integrity of the connection. If mutually agreed upon, cellular devices may be utilized to perform the interpreter services either via video or telephonic interpreter services.

Contractors must have the ability to provide high-quality Video Remote Interpreting and Video Relay Service (“VRI/VRS”) available from multiple platforms – utilizing current (PC/MAC/Android/iOS) technology for the provision of on-site interpreting services and video remote “mobile” interpreting, delivering a wide array of options to meet the varied communication needs of the Sheriff’s Office, clients and Departments.

Contractor duties may include but are not limited to interpreter services, which may consist of either VRI/VRS interpretive services or on-site interpretation as the need dictates, for Departments including but not limited to the County Jail, County Courthouse (Civil Services), Community Corrections (Parole and Probation Services), and Law Enforcement Operations (Patrol Services and Criminal Investigations).

Certifications:

Contractors must be certified in American Sign Language (ASL) through the National Association of the Deaf (<https://www.nad.org/>).

Contractors who are Medically Certified must be registered and certified as a medical Interpreter as deemed by the Oregon Health Authority (<http://www.oregon.gov/oha/oei/pages/hci-certification.aspx>).

Contractors who are Legally Certified must be registered and certified as a Court Interpreter as deemed by the Oregon Judicial Department (<http://www.courts.oregon.gov/programs/interpreters/Pages/roster.aspx>).

Contractors who perform General interpreter services must be fluent in language(s) in which they provide services by oral communication and or in writing.

Firms or individuals may be required to supply certifications at the time of services being rendered at the request of the County Requestor.

Typical service requests may include but not limited to:

- Interpreter services in clinics, education classes working directly with adults, children, for jurors, classes for parents youth, general County business including but not limited to meetings, events, translation of documents as well as public communication material.

Contractor may or may not be required to meet additional guidelines as specified by both finding source and departmental needs. These may include but are not limited to:

- BAA
- QSOBAA
- Ability to record interactions (interpretations) of all parties
- Consent form all parties to recordings- Conversations may be recorded for law enforcement purposes (Oregon Law) and possibility of being subject to answering subpoenas (County Counsel/District Attorney).

3.3.2. Work Schedule:

Services will be performed on an as needed schedule with little to no notice. The schedule of services will be mutually agreed upon scope of work on a twenty four hour basis, seven days a week, and three hundred and sixty five days a year (24/7/365). Work performed will either be in-person, utilization of video or telephonic interpreter services.

Most services to be performed between the hours of 7:00 AM and 6:00 PM, Monday through Friday.

Location of Work:

All Clackamas County and component unit locations are intended to be covered under the resulting contract. The majority of service locations are in the Clackamas County Metro areas of Oregon City, Milwaukie, Gladstone, Clackamas, West Linn, Canby area. There are some service locations in outlying areas such as Sandy and Welches, however the volume is minor compared to the Metro area.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2023**. Prices during the term of the contract will be fixed.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at

<http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements

- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Provide Credentials (Medical and/or Legal Certifications by the State of Oregon) and experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Proposers are required to attach **Exhibit D**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

5.4. Fees – Complete the attached Fee Schedule, Exhibit D

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

Section 6 Rate Schedule

Name of Firm/Individual: _____

Certification(s): Medical Legal General American Sign Language

Days/Hours of availability: _____

Are you willing to accept long term assignments? _____

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
American Sign Language				
Acholi – <i>Uganda, Sudan</i>				
Afrikaans – <i>South Africa, Namibia</i>				
Akan – <i>Ghana, Ivory Coast</i>				
Akateko – <i>Guatemala</i>				
Albanian – <i>Albania</i>				
Algerian Arabic – <i>Algeria</i>				
Amharic – <i>Ethiopia</i>				
Arabic – <i>Widely Distributed</i>				
Armenian – <i>Armenia</i>				
Ashanti (Asante Twi) – <i>Ghana</i>				
Assyrian – <i>Iraq</i>				
Azerbaijani – <i>Azerbaijan</i>				
Azorean Portuguese – <i>Azores Islands</i>				
Bahnar – <i>Vietnam</i>				
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>				
Bambara – <i>Mali</i>				
Belarusan – <i>Belarus</i>				
Bengali – <i>Bangladesh, India</i>				
Bosnian – <i>Bosnia & Herzegovina</i>				
Brazilian Portuguese – <i>Brazil</i>				
Bulgarian – <i>Bulgaria</i>				
Burmese – <i>Myanmar (former Burma)</i>				
Cambodian (Khmer) – <i>Cambodia</i>				
Cantonese – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Cape Verdean (Portuguese Creole) – <i>Cape Verde</i>				
Catalan – <i>Andorra, Spain</i>				
Cebuano – <i>Philippines</i>				
Chaldean – <i>Iraq</i>				
Chamorro – <i>Guam</i>				
Chaozhou (Teochew) – <i>China</i>				
Chin – <i>Myanmar (former Burma)</i>				
Chinese (var. languages/dialects) – <i>China</i>				
Chuukese (Trukese) – <i>Micronesia</i>				
Croatian – <i>Croatia</i>				
Czech – <i>Czech Republic</i>				
Danish – <i>Denmark</i>				
Dari (Afgan Farsi) – <i>Afghanistan</i>				
Dene – <i>Canada</i>				
Dewoin – <i>Liberia</i>				
Dinka – <i>Sudan</i>				
Duala – <i>Cameroon</i>				
Dutch – <i>Netherlands</i>				
Egyptian Arabic – <i>Egypt</i>				
Estonian – <i>Estonia</i>				
Filipino (Tagalog) – <i>Philippines</i>				
Finnish – <i>Finland</i>				
Flemish – <i>Belgium</i>				
French – <i>Africa, Canada, France, Tunisia, et al.</i>				
French Creole – <i>Caribbean</i>				
Fukienese – <i>China</i>				
Fulani (Fulfulde, Fula) – <i>Cameroon, Niger, Nigeria, Senegal</i>				
Fuzhou – <i>China</i>				
Ga – <i>Ghana</i>				
Gen (Mina) – <i>Togo, Benin</i>				
German – <i>Germany</i>				
Gokana (Khana) – <i>Nigeria</i>				
Greek – <i>Greece</i>				
Gujarati – <i>India</i>				
Haitian Creole – <i>Haiti</i>				
Haka Burmese – <i>Myanmar (former Burma)</i>				
Hmong – <i>China, Vietnam, Laos</i>				
Hungarian – <i>Hungary</i>				
Hakka – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Hausa – <i>Niger, Nigeria</i>				
Ibo (Igbo) – <i>Nigeria</i>				
Ilocano – <i>Philippines</i>				
Hebrew – <i>Israel</i>				
Hindi – <i>India</i>				
Indonesian (Bahasa Indonesia) – <i>Indonesia</i>				
Iraqi Arabic – <i>Iraq</i>				
Italian – <i>Italy</i>				
Japanese – <i>Japan</i>				
Jarai – <i>Vietnam</i>				
Javanese – <i>Indonesia</i>				
Jordanian Arabic – <i>Jordan</i>				
Juba Arabic – <i>Sudan</i>				
Kanjobal (Q’anjob’al) – <i>Guatemala</i>				
Kannada – <i>India</i>				
Kapampangan – <i>Philippines</i>				
Karen (Pa’o, S’gaw) – <i>Myanmar (former Burma)</i>				
Kayah – <i>Myanmar (former Burma)</i>				
Khmer (Cambodian) – <i>Cambodia</i>				
Kinyarwanda – <i>Rwanda</i>				
Kirundi – <i>Burundi</i>				
Koho – <i>Vietnam</i>				
Korean – <i>Korea</i>				
Kpele – <i>Guinea, Liberia</i>				
Kurmanji (Northern Kurdish) – <i>Turkey</i>				
Kuwaiti Arabic – <i>Kuwait</i>				
Lao – <i>Laos</i>				
Latvian – <i>Latvia</i>				
Lebanese Arabic – <i>Lebanon</i>				
Lingala – <i>Congo, Republic of the</i>				
Lithuanian – <i>Lithuania</i>				
Luganda – <i>Uganda</i>				
Luo – <i>Kenya</i>				
Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>				
Macedonian – <i>Macedonia</i>				
Malay – <i>Malaysia</i>				
Malayalam – <i>India</i>				
Malinke – <i>Senegal</i>				
Mam – <i>Guatemala</i>				
Mandarin – <i>China</i>				

Language	In person	Telephonic	Video	Transcription
Mandinka (Mandingo) – <i>Senegal</i>				
Marathi – <i>India</i>				
Marshallese – <i>Marshall Islands</i>				
Mayan [Akateko, Kanjobal] – <i>Guatemala, Mexico</i>				
Mien – <i>China, Laos, Thailand</i>				
Mina (Gen) – <i>Togo, Benin</i>				
Minangkabau – <i>Indonesia</i>				
Mixteco Alto – <i>Mexico</i>				
Mixteco Bajo – <i>Mexico</i>				
Mnong – <i>Vietnam</i>				
Mongolian – <i>Mongolia</i>				
Moroccan Arabic – <i>Morocco</i>				
Nahuatl – <i>Mexico</i>				
Navajo – <i>U.S.A.(Southwest)</i>				
Nepalese – <i>Nepal, India</i>				
Nuer – <i>Sudan</i>				
Oromo – <i>Ethiopia</i>				
Palestinian Arabic – <i>Israel, Jordan</i>				
Pangasinan – <i>Philippines</i>				
Papiamentu – <i>Netherlands Antilles</i>				
Pashto (Pusho) – <i>Pakistan, Afghanistan</i>				
Portuguese Creole (Cape Verdean) – <i>Cape Verde</i>				
Persian (Farsi) – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
Russian – <i>Russia</i>				
Samoan – <i>Samoa</i>				
Polish – <i>Poland</i>				
Portuguese – <i>Portugal, Brazil, et al.</i>				
San Miguel – <i>Mexico</i>				
Santa Eulalia – <i>Guatemala</i>				
Saraiki – <i>Pakistan, India</i>				
Serbian – <i>Serbia, Montenegro</i>				
Serbo-Croatian – <i>Balkans</i>				
Shanghainese – <i>China</i>				
Sichuan (Szechuan) – <i>China</i>				
Sinhalese – <i>Sri Lanka</i>				
Slovak – <i>Slovakia</i>				
Somali – <i>Somalia</i>				
Soninke (Serahule) – <i>Mali</i>				
Sorani (Central Kurdish) – <i>Iraq</i>				
Spanish – <i>Spain, Latin America, et al.</i>				

Language	In person	Telephonic	Video	Transcription
Sudanese Arabic – <i>Sudan</i>				
Susu – <i>Guinea</i>				
Swahili – <i>Kenya, Somalia, Tanzania,</i>				
Swedish – <i>Sweden</i>				
Syrian Arabic – <i>Syria</i>				
Tagalog (Filippino) – <i>Philippines</i>				
Tai Dam – <i>Vietnam</i>				
Taiwanese – <i>Taiwan</i>				
Tamil – <i>India</i>				
Telugu – <i>India</i>				
Teochew (Chaozhou) – <i>China</i>				
Thai – <i>Thailand</i>				
Tibetan – <i>China</i>				
Tigrigna (Tigrinya) – <i>Ethiopia,</i> <i>Eritrea</i>				
Toishanese – <i>China</i>				
Tongan – <i>Tonga</i>				
Trukese (Chuukese) – <i>Micronesia</i>				
Tunisian Arabic – <i>Tunisia</i>				
Turkish – <i>Turkey</i>				
Twi – <i>Ghana</i>				
Tzotzil – <i>Mexico</i>				
Ukrainian – <i>Ukraine</i>				
Urdu – <i>Pakistan, India</i>				
Vietnamese – <i>Vietnam</i>				
Wolof – <i>Senegal</i>				
Xhosa – <i>South Africa</i>				
Yemeni Arabic – <i>Yemen</i>				



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

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

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #1
May 3, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP.

1. Section 3.3.1. Scope is hereby amended to include new paragraph 10 and 11 which state:

Contractors will be required to adhere to Article II, Paragraph 29 in our Professional Services Standardized Contract Terms and Conditions available on our website (<http://www.clackamas.us/bids/>) under Standardized Contract Terms and Conditions.

Contractors are responsible for performing and paying for Criminal Background Checks as required and outlined in RFP #2017-87, Article II, Paragraph 29 on the Professional Services Standardized Contract Terms and Conditions. Contractors shall perform criminal background checks on all employees, agents or subcontractors that perform services before any services are rendered under established Contracts with Clackamas County from this RFP. All criminal background check requirement documentation shall be made available at the request of the County. Failure to provide or adhere to this standard will result in termination of your contract. This is applicable to all Contractors who Clackamas County establishes a contract with.

End of Addendum #1



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

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

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #2
May 7, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”) and on May 3, 2018 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.3. Scope of Work is here by replaced in its entirety with the following:

Scope of Work

- Proposers are required to attach **Section 6**, spreadsheet of languages spoken and written and in which mode of delivery they are able to provide whether that is in person, telephonically or written translation services.
- Provide detailed project approach to execute these services.
- Provide a timeline for your services

2. Section 5.4. Fees is here by replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The quoted fees must be a time and material hourly rate for each type of service provided. The County will not accept additional ad hoc fees such as location fees, travel fees, etc. in addition to the hourly rate.

End of Addendum #2



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

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

REQUEST FOR PROPOSALS #2017-87
Interpreter Services
ADDENDUM NUMBER #3
May 10, 2018

On April 24, 2018, Clackamas County (“County”) published Request for Proposals #2017-87 Interpreter Services (“RFP”), on May 3, 2018 published Addendum #1, and on May 7, 2018 published Addendum #2. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #3. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 5.4. Fees is deleted and replaced in its entirety with the following:

Fees – Complete the attached Fee Schedule, Section 6

The County prefers rates to be on an hourly rate, however vendors may propose on a per hour (in-person), per minute (telephonic or video), or per word basis (transcription). Please note however that the County will not accept proposals that are not rolled up fees, meaning that it will not accept additional ad hoc fees such as location fees, travel fees, etc.

End of Addendum #3

**EXHIBIT B
CONTRACTORS RESPONSE**

Technical Proposal (Original)

Response to: RFP No. 2017-87 for Interpreter Services
Issued by: Clackamas County Procurement Division

Due Date: 2:00 p.m. PT, May 16th, 2018



Liberty Language Services
1600 Spring Hill Road, Suite 210
Vienna, VA 22182

Telephone: 1-888-746-9108
www.libertylanguageservices.com

Table of Contents

5.2 Proposer’s General Background and Qualifications.....	4
Credentials and Experience of Key Personnel.....	6
On-Site Interpreters	6
Telephonic Interpreters.....	7
Video Remote Interpreters.....	8
Translators.....	8
Key Personnel - Liberty Language Services	9
Past Experience.....	10
Firm’s Ability.....	11
Distinctions from Other Agencies	12
On-Site Interpretation.....	12
Telephonic and Video Remote Interpretation	12
Translations	12
5.3 Scope of Work.....	13
On-Site Interpretation	13
On-site Interpreter Requests.....	14
Quality Assurance.....	17
Interpreter Performance Monitoring and Correction	19
Telephonic Interpretation.....	20
Quality Assurance	21
OPI Performance	21
Video Remote Interpretation (VRI)	22
Quality Assurance	23
Accessibility	23
Translation	23
Translation Requests.....	24
Quality Assurance.....	25
Performance Monitoring and Correction	26
Service Timeline.....	28
On-Site Interpretation.....	28
Telephonic Interpretation	28
Video Remote Interpretation	28
Translation.....	29

Billing and Invoicing.....	29
Usage Summaries	29
5.4 Fees – Section 6.....	30
5.5. References.....	31
5.6 Completed Proposal Certification.....	32

5.2 Proposer's General Background and Qualifications

Liberty Language Services is a small, women-owned, and minority-owned business (Virginia SWaM Certification #: 702865) that was founded on March 28, 2011 to serve local communities, develop the language access service industry, and lower the cost of interpretation and translation. Based in Vienna, Virginia, Liberty offers a multitude of language access services—including On-Site Interpretation (foreign languages), American Sign Language (ASL) Interpretation, Telephonic Interpretation, Video Remote Interpretation (VRI), CART and Captioning Services, and Written Translation and Transcription—to clients throughout Virginia, Maryland, and Washington, D.C., as well as across the United States and internationally.

Liberty staff can be reached at any time by contacting the Scheduling Department, which operates 24 hours a day, 7 days a week, 365 days a year (24/7/365). This department serves as the initial point of contact for clients to request interpreters, ask questions, and discuss service complaints and issues. Furthermore, the 24/7/365 availability of Scheduling Staff has contributed to Liberty's reputation as a reliable, flexible, and consistent service provider. Liberty not only fills a large volume of assignments but also guarantees high quality interpretation and translation services.

Liberty's pool of over 800 on-site interpreters, 2,700 telephonic interpreters, 1,000 video remote interpreters, and 50 translators operate as independent contractors, choosing individual assignments and designating their availability. Each on-site interpreter is a trained professional with a multilingual background dedicated to removing language barriers, working with service providers to facilitate communication, and supporting equal access for Limited English Proficient (LEP) individuals. Their current assignments demand adaptability in a variety of settings (e.g., public school systems, legal offices, courts, healthcare settings, human and social services offices, and hospitals). Each contractor also possesses the finesse and tact to effectively facilitate conversation. Upon contract inception, Liberty's Recruiting Department will be responsible for recruiting individuals with similar qualifications, certifications, and passion to cover assignments in Clackamas County.

As a licensed provider of several nationally-recognized interpreter training courses, including Cross Cultural Health Care Program's *Bridging the Gap*, Liberty demonstrates a commitment to interpreter education. In 2014, Liberty achieved accreditation of a 40-hour Bridging the Gap medical interpreter certificate course by the Commission for Medical Interpreter Education (CMIE), a division of the International Medical Interpreters Association (IMIA).

In 2013, Liberty began offering Telephonic Interpretation Services. In 2016, Liberty invested in a state-of-the-art contact center that expanded telephonic services to over 200 languages with on-demand availability, high-volume capability, and minimal hold-times and began providing Video Remote Interpretation Services to its clients.

While the majority of Liberty's contracted work comes from on-site, foreign-language

interpretation requests, Liberty also boasts a highly responsive and accommodating Translation Department. This department began contracting with clients through service agreements in 2013 and has since tripled its translation output by offering free quotes and 24/7/365 responses to translation requests. Translation staff work exclusively with U.S. based translators, many of whom hold certification from the American Translators Association, to provide quality translations and transcription, regardless of the language combination or document complexity.

Finally, Liberty's philosophy is grounded in helping clients with limited English proficiency and the providers who serve them. Liberty staff strive to remove the language barriers that jeopardize the health and well-being of multilingual communities.

In this offer, Liberty takes no exceptions to the requirements of RFP No. 2017-87 for Interpreter Services or any related Addenda. Liberty has no such non-usage of service fees for any services (i.e., On-Site Interpretation, Telephonic Interpretation, Video Remote Interpretation, or Written Translation/Transcription). Upon contract inception, the Billing Department will be responsible for ensuring that no such non-usage fees are billed to the 70+ operating divisions and departments within Clackamas County.

Credentials and Experience of Key Personnel

On-Site Interpreters

Interpreter Training

Liberty has served as a provider of interpreter education courses since 2012. In addition to a 25-person classroom for in-person training, Liberty uses an enterprise learning management system to offer online learning options for interpreter education courses and continuing education courses.

If interpreters cannot produce a certificate of completion of a vetted and comparable interpreter training program when they apply to work with Liberty, they are required to successfully complete one of the licensed training programs offered by Liberty's Education Department or an appropriate interpreter training course equivalent to:

- ✚ Bridging the Gap, developed by the Cross Cultural Health Care Program in Seattle, Washington
- ✚ Online Interpreter Training: Medical Edition
- ✚ The Language of Justice, developed by Cross-Cultural Communications

In addition to these qualifications, trained Liberty interpreters must complete:

- ✚ Criminal background checks, including an annual check of the National Sex Offender Public Registry
- ✚ Drug testing
- ✚ TB screenings, immunization documentation, and annual flu vaccinations (On-Site Interpretation only)

All on-site interpreters are required to have:

- ✚ High school education or equivalent
- ✚ Professional level of proficiency in both English and the target language,
- ✚ A minimum of 40 hours of professional interpreter training (for medical, healthcare, social services, and community interpretation)
- ✚ Government issued photo identification
- ✚ Proof of eligibility to work in the United States, and completed forms regarding patient privacy, confidentiality, and non-disclosure

Accreditation

Liberty requires all on-site interpreters to maintain their interpreting abilities and knowledge of language and specialized terminology, whether through individual study, refresher workshops hosted by our agency, or Continuing Education Units—as required by the Certification Commission for Healthcare Interpreters to maintain status as a Certified HealthCare Interpreter (CHI) and the National Board of Certification for Medical Interpreters to maintain status as a Certified Medical Interpreter (CMI). Specialized interpreters within the healthcare, legal, and other technical fields must

prepare and review appointment-related terminology before each on-site assignment.

Liberty encourages on-site interpreters to consider the director of education, Sameh Abdelkader, as a valuable resource for answering specific questions about interpretation and the roles and responsibilities of the medical interpreter. Liberty also offers specific workshops (on topics such as avoiding common mistakes in medical interpreting) and provides information on available Continuing Education Units (CEUs) to assist interpreters with professional development.

Certifications and Certificates held by Liberty's interpreters are listed below:

- ✚ CMI (Certified Medical Interpreter) re-certification every 5 years
- ✚ CHI (Certified Healthcare Interpreter) re-certification every 5 years
- ✚ Virginia Certified Court Interpreter
- ✚ Clackamas County Certified Court Interpreter
- ✚ The Community Interpreter, 48-hour training, Cross Cultural Communications
- ✚ Bridging the Gap, 40-hour training, Cross Cultural Healthcare Program
- ✚ Interpreting in Health and Community Settings, 40-hour training, Northern Virginia AHEC
- ✚ Spoken Language Interpretation Program, 100-hour training, Fairfax State Public Schools, Adult and Community Education Program
- ✚ Certification from the Clackamas County Court Interpreters Registry
- ✚ Language of Justice, 24-hour training, Cross Cultural Communications

Telephonic Interpreters

Liberty's telephonic interpreters have a minimum of two years of professional interpreting experience. Each interpreter is carefully screened for language proficiency, educational and professional accreditation, work experience, and regulatory compliance training and certification. The telephonic interpreters in Liberty's network are also provided with additional best practices training for each modality, including competency in the use of all technology for the support of Telephonic Interpretation Service.

All telephonic interpreters are required to have:

- ✚ A high school education or equivalent
- ✚ A professional level of proficiency in both English and the target language
- ✚ A minimum of 2 years interpreting experience
- ✚ A minimum of 40 hours interpreter training

Video Remote Interpreters

Video remote interpreters adhere to the same screening process as telephonic interpreters; each interpreter is carefully screened for language proficiency, educational and professional accreditation, work experience and regulatory compliance training and certification. They are also provided with additional best practices training for each modality including competency in the use of all technology for the support of VRI interpretation sessions.

Translators

Liberty's current pool of translators consists of professionals with a minimum two years professional experience in translation. Furthermore, many of these individuals hold degrees in translation and have extensive training in specialized fields of translation such as medical and legal terminology. Liberty translators are only permitted to translate **into** their native languages to ensure the target-language translations are as accurate as possible.

Many Liberty translators hold certification from the American Translators Association (ATA). Once awarded, this translator certification is valid only as long as the translator remains a member of ATA in good standing and fulfills the continuing education requirements.

Currently, certified translators must earn and keep track of continuing education credits, as determined by the ATA, to maintain their certification credential. Certified members are given three years to accumulate 20 hours of credit.

All newly-certified translators must complete one hour of ethics training after certification. This requirement can be fulfilled by either attending a workshop at the annual conference or completing a workshop online.

Translator Recertification

Translators who allow their ATA membership to lapse for more than three years must rejoin ATA, apply for Active Membership Review, and fulfill the necessary continuing education requirements. Translators who allow their ATA membership to lapse for fewer than three years simply need to rejoin the ATA and fulfill the continuing education requirements.

Key Personnel - Liberty Language Services

Silvia Villacampa – *Managing Director*

Ms. Villacampa will serve as the administrative and financial point of contact for Clackamas County's account. Ms. Villacampa is a Certified Medical Interpreter (CMI) for Spanish and has worked with Liberty since 2012. She is responsible for company administration and finance, procurement, business development, client relations, quality assurance, vendor management, risk assessment, memberships, and accreditations.

Misti Houglum – *Language Services Manager*

Ms. Houglum manages day-to-day operations for the Scheduling Department that maintains 24/7/365 coverage for interpretation and translation requests and services. Ms. Houglum supervises the Recruitment and Vendor Management Departments to ensure compliance with client requirements and onboarding for on-site interpreters. She also receives and responds to all customer feedback and issues.

Sameh Abdelkader – *Director of Education*

Mr. Abdelkader manages the Education Department and is the lead trainer for Liberty's interpreter training courses. He conducts interpreter training courses and workshops and provides one-on-one interpreter professional development and refresher training.

Jennifer Holder - *IT Manager*

Ms. Holder provides IT and other technical support for telephonic and video remote interpreting services. She is also responsible for system administration, IT support, IT security, website development, telecommunication systems, desktop publishing, graphic design, project management, and employee/client systems training. Ms. Holder will serve as the main point of contact during discussions with Approved Requestors from Clackamas County's Departments and Divisions about prioritization of certain types of Telephonic Interpretation requests.

Justin Miller – *Account and Business Development Manager*

Mr. Miller will serve as account manager for Clackamas County. He is responsible for the maintenance of client accounts, contract negotiation, contract extensions, additional services and pricing, sales, and business development.

Past Experience

Liberty has provided On-Site Interpretation and Translation Services to a multitude of organizations within Northern Virginia, Maryland, and Washington, D.C., including INOVA Health System, Pediatric Specialists of Virginia, and Alexandria City Public Schools.

Liberty currently holds service agreements providing On-Site Interpretation and Written Translation Services to the following schools systems:

- ✚ Alexandria State Public Schools (since July 2015)
- ✚ Fairfax County Public Schools (since January 2016)

Additionally, Liberty currently holds language service agreements with the following agencies, businesses, and hospitals in Virginia, Maryland, and Washington, D.C.:

- ✚ INOVA – Fairfax, VA
- ✚ Pediatric Specialists of Virginia – Fairfax, VA
- ✚ Virginia Department of Disability Determination Services – Fairfax, VA
- ✚ Johns Hopkins Medicine International – Baltimore, MD
- ✚ Coordinating Center – Millersville, MD
- ✚ MedStar Georgetown University Hospital – Washington, D.C.
- ✚ MedStar Washington Hospital Center – Washington, D.C.
- ✚ International chemical emergency hotline based in Northern Virginia

Firm's Ability

As stated in RFP No. 2018-87, Clackamas County is seeking contractors to provide a range of language access services—On-Site Interpretation, Telephonic Interpretation, Video Remote Translation, and Written Translation/Transcription—to the over 70 operating divisions within Clackamas County, Oregon. To meet the County's demands, Liberty will provide all four requested services and offer 24/7/365 customer support to and training for County staff on how to request interpreters (whether on-site, telephonic, or video remote) and submit documents for translation. Complete descriptions of these services are available in Section 5.3 Scope of Work.

As Liberty obtains new clients, its interpreter database is augmented in ways that go beyond sheer volume. Liberty is constantly aggregating and cross-referencing skill sets and training backgrounds to create a database for selecting interpreters and translators for highly specific jobs. Such nuance will enable County employees and affiliates to effectively communicate with individuals with Limited English Proficiency (LEP). This recruitment effort will ensure Liberty can fill the County's assignments as specified in RFP No. 2018-87.

Experience within different industries and fields has encouraged Liberty staff to create tailored solutions for each client. There is no one-size-fits-all approach to service for Liberty. Rather, Liberty engages in a close discovery process with each new client to ensure the interpreter/translator databases, scheduling system, invoicing methods, and customer service protocol all match the client's preferences and business processes. Clackamas County will enjoy the flexibility and personal support that Liberty is equipped to provide.

Liberty is prepared to cover all on-site, spoken-language interpretation requests anticipated by the County. Liberty's Recruiting Department will implement a recruitment plan to locate and on-board additional qualified multilingual individuals within and around the County. As with all on-site interpreters, these new applicants will be screened, tested for English and foreign language proficiency, and directed to the Education Department for the required interpreter training. Applicants will only be offered County assignments after completing the required screening, education, and contractor paperwork processes. These recruiting and training processes ensure Liberty can fill a large number of on-site service requests without sacrificing quality.

Upon contract inception, Liberty will provide a single, toll-free telephone number for Clackamas County to request service. Scheduling Staff monitor this telephone line 24/7/365.

Distinctions from Other Agencies

Liberty prides itself on having specific quality assurance protocols for each service it offers. These protocols, together with Liberty's 24/7/365 scheduling coverage, ensure that a qualified member of Liberty's staff can quickly address client complaints and concerns while simultaneously creating a record of the steps that have been taken so far.

Please see Section 5.3 Scope of Work for descriptions of the services Liberty is offering to Clackamas County and the quality assurance protocols that accompany them.

On-Site Interpretation

Other language service agencies who send interpreters to hospitals and healthcare systems only offer an assurance that their interpreters have some type of medical interpreter training. This assurance is often in the form of a letter or statement that vouches for an interpreter's training, with little to no description of the content or length of this training.

Following Liberty's agreements with hospital systems that maintain high quality standards for interpreters, our minimum standard is 40 hours of medical interpreter training. This includes a minimum of eight hours of medical terminology. Thus, Liberty's current medical interpreters are equipped with 40-hour training certificates that can be provided upon request. For medical assignments within Clackamas County, Liberty will utilize the same recruitment tactics to onboard qualified and certified interpreters that meet Oregon State's minimum of 60 hours of medical interpreter training.

Telephonic and Video Remote Interpretation

Unlike other agencies, there are no non-usage fees for Telephonic and Video Remote Interpretation Services; Clackamas County will only pay for each telephonic or video remote interpretation session that it schedules.

All American Sign Language (ASL) Video Remote Interpreters provided by Liberty are certified through the National Association of the Deaf. Furthermore, all telephonic and video remote interpreters adhere to strict training requirements, ensuring that the quality of each phone or video remote call meets the standards of Liberty's clients.

Translations

The Translations Department works in tandem with the Scheduling Department to ensure 24/7/365 coverage for translation requests. To request a translation outside of normal business hours, clients may call the Scheduling Department at 1-888-746-9108, ext. 4. While the majority of the translation process is facilitated through email, this important first step allows clients to talk directly to a member of Liberty's staff about their needs.

5.3 Scope of Work

On-Site Interpretation

For on-site requests, Liberty's Scheduling Department utilizes a toll-free number and online scheduling system to receive client calls and requests 24/7. In the event of an emergency outage of Liberty's systems or an overload of calls, a secondary answering service based in South Dakota is equipped to handle requests, assignment changes, and important feedback from Liberty's clients.

Liberty's customers submit interpreter requests through its online scheduling system, the Internet Interpreter Scheduling System (I2S2), which was customized for our use by Fluency, Inc. in January 2012. The I2S2 allows for complete data capture of scheduling, reporting, and billing. The history of each appointment is time stamped when the appointment is booked and stamped again when a change is made. Data is archived for seven years on Fluency, Inc. servers.

The I2S2 is the most powerful scheduling system in the language access industry today. It is HIPAA-compliant and enables customers to receive real-time updates on their requests. As Liberty progresses in staffing interpreting assignments, requesters are automatically alerted via email with appointment confirmations. In urgent or emergency situations, customers are contacted or alerted by a Liberty staff member via phone or text message. Requesters will be able to see all completed appointments, with an end-time for each assignment and a confirmer's name, phone number, and signature. The interpreter's appointment voucher (timesheet) includes an Actual Start Time field to ensure accurate monitoring and reporting of interpreter time-in and time-out for each assignment. Appointment vouchers for all completed assignments can be viewed alongside billing reports in Fluency.

The I2S2 system is maintained on a secure server, ensures privacy and confidentiality, and allows for referencing of prior appointments. Billing will be completed monthly or on a schedule that suits Clackamas County. Access to I2S2 and IT support is free of charge. The I2S2 portal for Liberty customers can be viewed at: <https://www.gofluently.com/Libertylanguageservices>.

On-site Interpreter Requests

There are multiple ways for Clackamas County's requestors to submit on-site interpreter requests as explained below.

The I2S2 Online Scheduling System

Approved requestors may submit on-site interpreter requests through Liberty's online scheduling system, the Internet Interpreter Scheduling System (I2S2), at any time. The I2S2 offers an unlimited number of users free of charge, meaning the County may enroll as many requestors as necessary. Furthermore, the I2S2 offers approved requestors complete control over each interpreter request and sends automatic updates via email whenever new requests are submitted or modified.



LIBERTY
LANGUAGE SERVICES

Internet Interpreter Scheduling System

Welcome to the *Internet Interpreter Scheduling System* (I2S2) for *Liberty Language Services*. With an assigned username and password you can request and schedule interpreting appointments. If you have not been assigned a username and password by Liberty Language Services, please contact us at 1.888.746.9108 or 1.888.746.9108 to obtain them. If Liberty Language Services has assigned you a username and password please enter them below.

By entering your username and password, you acknowledge receipt and acceptance of the TERMS AND CONDITIONS OF USE for this website that were sent to you along with your username and password via e-mail. To review the TERMS AND CONDITIONS OF USE please click on the link in the Main Menu upon logging in.

Please enter your *Liberty Language Services* username and password to enter the *Internet Interpreter Scheduling System* (I2S2).

User Name

Password

This site is powered by Fluency, Inc.
Copyright © 2009-2018 Fluency, Inc. All Rights Reserved



Login Screen of the I2S2 Interpreter Scheduling System

To schedule an on-site appointment via online portal, approved requesters should log into the I2S2 and click **Appointment Intake**. They should then fill out the required and applicable fields for the request, including service recipient name, reference number, venue, department, provider name, date, time, duration, language, gender (if there is a preference), and notes (if applicable). Once the Requestor provides information for all the required and applicable fields, he/she should click **Save**.

Liberty Language Services
Welcome, jholder

- Internet Interpreter Scheduling System
 - Interpreter Calendar Chart
 - Intake**
 - Appointment Intake
 - Telephone Intake
 - Interpreter Evaluation Form
 - Review/Edit Interpreter Evaluation Form
 - Action**
 - Schedule
 - Today's Schedule
 - Tomorrow's Schedule
 - Today's Cancelled Appointments
 - Tomorrow's Cancelled Appointments
 - Time Finish
 - Edit Appointment
 - Show Previous Search Results
 - Appointment Note Search
 - Listings**
 - Reports**
 - System Administration**
 - Terms of Service
 - Adm Users Guide
 - Downloads
 - Change Password
 - Logout



LIBERTY
LANGUAGE SERVICES

Internet Interpreter Scheduling System
Version: 1.2.2.38

Reminders	
Hours Pending Appointments:	appointment(s).
Hours Pending Appointments:	appointment(s).
Today Pending Appointments:	appointment(s).
Tomorrow Pending Appointments:	appointment(s).
Days Pending Appointments:	appointment(s).
Days Pending Appointments:	appointment(s).
Re-Scanned Vouchers:	voucher(s).

This site is powered by Fluency, Inc.
Copyright © 2009-2018 Fluency, Inc. All Rights Reserved



Dashboard of the I2S2 Interpreter Scheduling System

At that point, the I2S2 will display the request and give the requester a chance to confirm the information or edit where necessary. If everything is correct, the requester should click **Save** again. When the requester re-clicks **Save**, the I2S2 generates a unique confirmation number for the requestor to use during the scheduling process when referring to the specific assignment. The system also sends an automated message to the Scheduling Department to notify schedulers that a new request has been submitted. This automated message includes the appointment number, date, time, duration, language, location, and approved requester's name.

Phone

Requesters may also call Liberty's toll-free number at any time (24/7/365) to speak to a scheduler and submit a request. During the conversation, the scheduler will ask for the required assignment information and submit the request to the I2S2 for the requestor. Many of Liberty's current clients consider the 24/7/365 telephone line ideal because it enables employees to submit requests who do not yet have User IDs for the I2S2. Similarly, clients call the Scheduling Department directly when they urgently need to submit a request or discuss special preparations for an assignment.

Email

Requesters also have the option to email their requests to the Scheduling Department. Like the toll-free telephone line, Schedulers monitor the scheduling email account 24/7/365. Upon contract inception, Language Services Manager Misti Houghlum will send the contract monitor a template for approved requestors to submit interpreting requests via email. The template asks for the following information:

- ✚ Date
- ✚ Time
- ✚ Duration
- ✚ Language
- ✚ Location: Full address
- ✚ Recipients Name
- ✚ Reference Number
- ✚ Gender Request (If applicable)
- ✚ Subject of appointment
- ✚ Special Instructions (if applicable)

Fax

Finally, approved requestors may also submit requests via fax. The format of each fax should follow the email-template detailed above. When a Liberty staff member receives a fax request, he/she forwards the information to the Scheduling Department. A scheduler will then submit the request to the I2S2, prompting the delivery of an automated email to the approved requestor to confirm that the request is being processed and filled.

Regardless of how a request is submitted (email, telephone, fax), Clackamas County requestors will receive email updates when the request is processed and filled. The message confirming an interpreter has been assigned contains the interpreter's first initial and last name and indicates the gender of the selected interpreter with an [F] or [M] after the interpreter's last name.

Quality Assurance

To ensure that every Interpreter reaches the level of quality expected by Liberty's clients, the Liberty's scheduling and management staff follow specific protocol:

- 1.) **Request Intake:** Clients may request interpreter services by sending an email directly to the Scheduling Department's account (scheduling@libertylanguageservices.com), calling the scheduling toll-free extension (1-888-746-9108, ext. 4), or submitting a request through Liberty's Interpreter Scheduling System, the I2S2. These three platforms - email account, phone line, and I2S2 - are monitored 24/7 to ensure a fast and accurate response to the client's specific needs for each interpreter assignment; a trained member of the scheduling staff is on call to answer emails and return calls within **30 minutes** of request receipt. Furthermore, because Liberty's schedulers provide complete coverage, after-hours requests are never outsourced to a call center, even on holidays and weekends.
- 2.) **Interpreter Selection:** After Liberty receives a service request, the interpreters within Liberty's pool are notified of the new assignment through the I2S2 scheduling system. The scheduling staff then selects the appropriate interpreter for each individual assignment by considering the following factors:
 - ✚ Training - Liberty's Medical interpreters must possess a minimum of 40 hours of medical/community interpreter training
 - ✚ Professional experience
 - ✚ Certification (Legal or CHMI)
 - ✚ Specialized experience (Legal, psychiatric, social work, educational, etc.)
 - ✚ Interpretation Rates
 - ✚ Availability
 - ✚ Location – Liberty prefers to schedule interpreters that reside closer to assignment location to ensure punctuality

It is important to note that while any number of interpreters may come forward for an assignment, interpreter selection depends on a first come, first served basis of interpreters with appropriate qualifications.

- 3.) **Confirmation Process:** After a sufficiently qualified interpreter confirms his/her availability for the assignment, the I2S2 automatically sends an email to the client, confirming coverage for the request and providing the name of the assigned interpreter. Similarly, another email is sent to the interpreter to confirm that he/she has indeed been selected for the request. Both of these emails (to the client and interpreter) contain important details about the assignment such as the date, time, and location.

- 4.) **Reminders:** Every night, the schedulers send out confirmation texts, emails, and phone calls to each interpreter that is scheduled for an assignment the following day. If an interpreter cancels, schedulers work diligently to staff the request with a new interpreter. Then, when a new interpreter is confirmed, another automated confirmation is sent to the client with the new interpreter's information. In the event that a substitute interpreter cannot be confirmed, the scheduling staff will follow the protocol set forth by the client to notify them of a cancellation in coverage.
- 5.) **Quality Assurance:** Upon becoming a Liberty subcontractor, interpreters receive a Contractor Handbook that details Liberty's policies pertaining to punctuality, appropriate dress for assignments, codes of conduct, HIPAA policies, and other important regulations. All Liberty interpreters receive name badges with their pictures on them.

The Language Services Manager and Office Manager rotate availability during business hours to handle issues and complaints. If Liberty receives a complaint about a specific interpreter or a general problem with the quality of service during an assignment, the request is not billed and the involved interpreter is retrained before being allowed to return to facilities. At any time and for any reason, clients may request that a specific interpreter be blocked from some or all of their locations. Similarly, interpreters may contact scheduling staff to discuss issues and concerns about specific assignments.

- 6.) **Training of Interpreters:** All Liberty interpreters that attend medical assignments must have at least 40 hours of medical interpreter training. Part of every interpreter training's is a language proficiency test that tests for proficiency in both the target language(s) and English. All interpreters are required to take these proficiency tests or submit outside proof of their proficiency. Interpreters can take Liberty's training or an equivalent from another institution.
- 7.) **Final Quality Control Steps:** All interpreters must bring a voucher to each assignment. A staff member of the client then signs the interpreter in upon arrival and out when the assignment is over. There is space on each voucher for the client/interpreter to leave notes about each assignment. The interpreter then submits the voucher to the I2S2 where it is reviewed and processed by the Auditing Department. The Auditor looks at each individual voucher and analyzes for discrepancies and accuracies. The Auditing Department then ensures the billing and payment is correct for each request before the assignments are sent to billing to be checked before the final invoice is sent to the client.

Interpreter Performance Monitoring and Correction

Feedback from customers regarding interpreter performance is immediately evaluated by the language services coordinator to determine what action is necessary. Interpreters who provide outstanding service are commended personally by the director of education and invited to discuss the strengths of their performance. It is at the discretion of the director of education to determine what further steps should be taken to recognize an interpreter's stellar performance.

In the case of complaints or poor interpreter performance, the complaint is entered into Liberty's Incident Tracking System. Additionally, and when necessary, the interpreter is removed from any upcoming assignments.

The interpreter's account of the feedback is taken into consideration, and further action is decided upon by the Language Services Manager, with consultation from Clackamas County, if necessary.

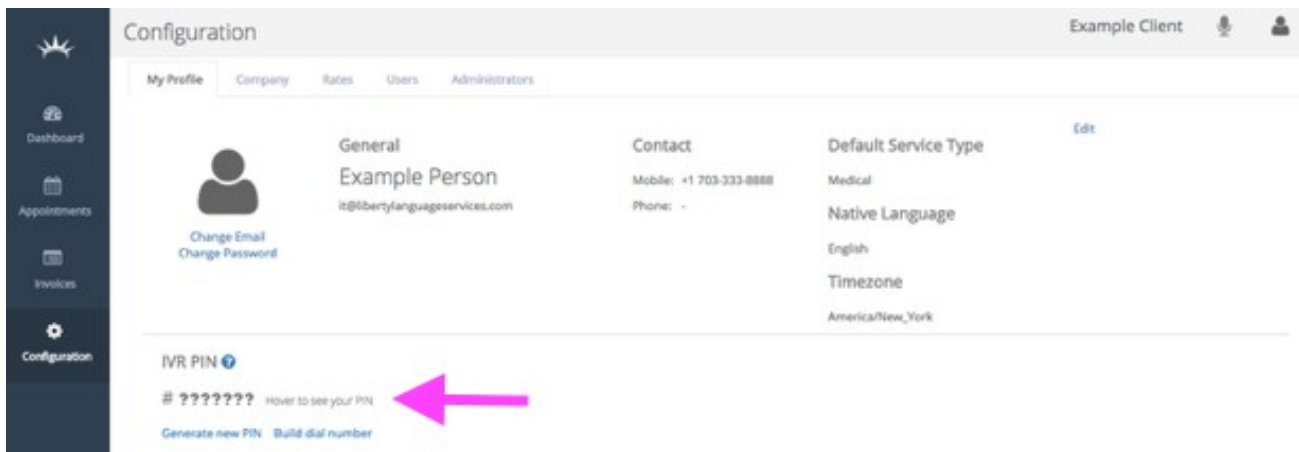
Interpreters who violate the code of ethics or standards of practice for healthcare and medical interpreters are required to participate in refresher training, either over the phone or in person, with Interpreter Instructor Sameh Abdelkader.

All resolutions implemented will be designed to meet or exceed the satisfaction of Clackamas County. Upon the request of Clackamas County and in the event of severe violations, interpreters may be suspended or permanently blocked from working at County locations. In extreme cases, Liberty may also terminate the interpreter's contract.

Telephonic Interpretation

To initiate Telephonic Interpretation Services, Clackamas County must provide the email address of an initial contact. Liberty’s IT Department will then send an email invitation, inviting the County employee to visit Liberty’s telephonic site, www.liberty.interpretmanager.com, and retrieve his/her unique PIN number by following the steps below:

1. Log in.
2. Click “Configuration” in the left navigation.
3. Hover over the question marks.



After retrieving the PIN, County employees simply need to dial **1-718-838-9317** to request Telephonic Interpretation Services.

When a County employee calls in, he/she must input their unique PIN to be presented with the list of options below. The numbers on the left are the numbers that should be pressed to select a certain language once prompted by the voice menu. **Option 1 is for an operator.**

1	English - English	Operator - Operator	Medical	Audio and Video
2	English - English	Spanish - español	Medical	Audio and Video
3	English - English	Arabic - العربية	Medical	Audio and Video
4	English - English	French - français	Medical	Audio and Video
5	English - English	Chinese (Cantonese) - 廣東話, 粵語	Medical	Audio and Video
6	English - English	Chinese (Mandarin) - 官話, 官话	Medical	Audio and Video
7	English - English	Russian - русский	Medical	Audio and Video

8	English - English	Korean - 한국어	Medical	Audio and Video
9	English - English	Farsi - فارسی	Medical	Audio and Video

New phone numbers can be added to the PIN bypass list. This will allow authorized numbers to call Liberty’s telephonic line without entering a PIN number. To add phone numbers to the list, please send them to IT@LibertyLanguageServices.com.

Quality Assurance

The quality of Liberty’s telephonic interpreters and the service itself is monitored via feedback from both the telephonic interpreters and requestors. After being alerted of a quality control issue, Liberty's staff will contact the involved parties and gather all possible information in relation to the incident. If it is deemed necessary, the interpreter will be reprimanded for the mistake. Call logs include the interpreter’s ID number which aids in quickly identifying which interpreter was involved.

Liberty employs a Quality Assurance Program to guarantee the completion, timely delivery, and accuracy of Telephonic Interpretation Services. This program consists of interpreter performance monitoring, contract performance monitoring, and remedial procedures for correcting performance to ensure that Liberty’s services always meet the performance standards listed below.

Any deviation from these standards is logged in the Incident Tracking System as an incident report. These complaints are addressed by the appropriate Liberty staff with urgency so that remedial actions can be taken. After each incident is investigated, the client is provided a report that details the resolution of the problem and issues.

OPI Performance

- ✓ Calls shall be answered with minimal hold times.
- ✓ Interpreters shall answer in a clear, professional manner with a standard greeting.
- ✓ Call reception is good and does not interfere with interpretation.
- ✓ Quality of interpretation shall meet or exceed client’s and LEP’s expectations; both parties should feel satisfied that the interpretation session was productive, efficient, and expertly handled by the interpreter.
- ✓ No call will be dropped or unanswered.

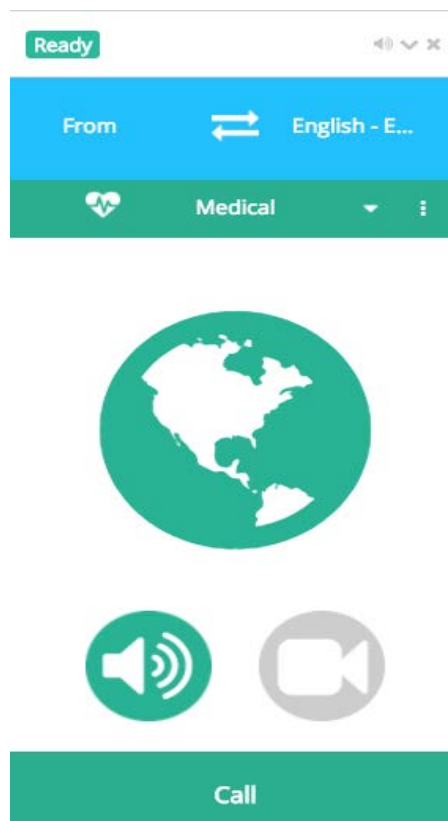
Liberty staff will conduct regular quality assurance inspections, implementing surveys to ensure that call reception and interpretation quality meet and exceed the County's requirements. Furthermore, supervisors are continually monitoring telephonic system performance to ensure service levels are maintained.

Video Remote Interpretation (VRI)

To use VRI services, County employees need to download the **Interpret Manager App**.



Once logged in, the requestor will see a microphone icon in the top right part of their browser. Clicking the microphone opens the calling interface as shown below. Here the requestor can choose their language pair, service type (default is medical) and choose between audio only or video using the circular buttons near the bottom of the calling interface. Clicking **Call** will begin the call.



Quality Assurance

For video remote interpretation sessions, Liberty can track call quality metrics, call length times, interpreter ratings, and rates to create detailed call reports. These reports will be available upon request by approved County employees.

All video remote interpreters receive training on how to take video calls through Liberty's VRI platform to enable them to avoid obstacles and deliver quality interpretation. If Liberty receives a complaint about a specific video remote interpreter, Language Services Manager Misti Houglum is responsible for completing an investigation of the incident and determining the necessary solutions.

Accessibility

Video remote interpretation (VRI) services are also available 24/7 on-demand.

Accessibility Features:

- ✚ Average speed of answer is three (3) seconds.
- ✚ Rapid connection times, averaging under 20 seconds for all languages.
- ✚ Maintain compliance with Title VI, Joint Commission, DNV HealthCare, and CMS

Translation

Liberty Language Services is a corporate member of the American Translators Association (ATA) and subscribes to the ATA Code of Ethics and Professional Practice. Liberty currently supports translations in over **70 languages**, including: Amharic, Arabic, Bengali, Braille, Cantonese and Mandarin Chinese (simplified and traditional), Farsi, French, German, Greek, Italian, Japanese, Korean, Portuguese, Russian, Spanish, Tagalog, Thai, Urdu, and Vietnamese. Most of Liberty's current translation requests are medical in nature, requiring the Translation Department to seek out professional translators with expertise in the translation of medical terminology.

In a timely and efficient manner, Liberty shall provide high-quality translations of County documents that preserve the content and structure of the source document. These texts will be translated by human translators and proofreaders; **Liberty prohibits the use of Machine Translators such as Google or Bing Translate.**

The Translation Department's capabilities include translating textual materials of any length and complexity, including scientific, academic, legal, financial, and technical compositions. The translation staff's expertise and quality control process ensure that all

delivered translations are accurate and within budget. Furthermore, the fact that translators are only allowed to translate into their mother tongue guarantees a higher level of accuracy and comprehension for each translation.

Customer support and training shall be made available to County staff to ensure that they are familiar with Liberty's processes for requesting a quote, proceeding with a project, and selecting the appropriate turnaround time.

Access to the Translation Department shall be 24/7 for emergency and urgent requests. Invoicing can be done per translation project or as requested by the County.

Translation Requests

Translation requests can be submitted via the Translation Submission Form (<https://www.libertylanguageservices.com/contact-translation-department>), available on Liberty's website, or via email. Regardless of how the request is submitted, Liberty asks its clients to provide the following information:

- ✚ Source language and target language
- ✚ Expected delivery date and time (rush/regular)
- ✚ Translation field (health, legal, government, education, business, etc.)
- ✚ Need for Notarized Certificate of Accuracy (free of charge)

Upon receiving a request, the Project Manager communicates with the client to ensure that he/she understands and can meet the project's requirements (intended audience, format, mode of delivery, turnaround time, and special handling).

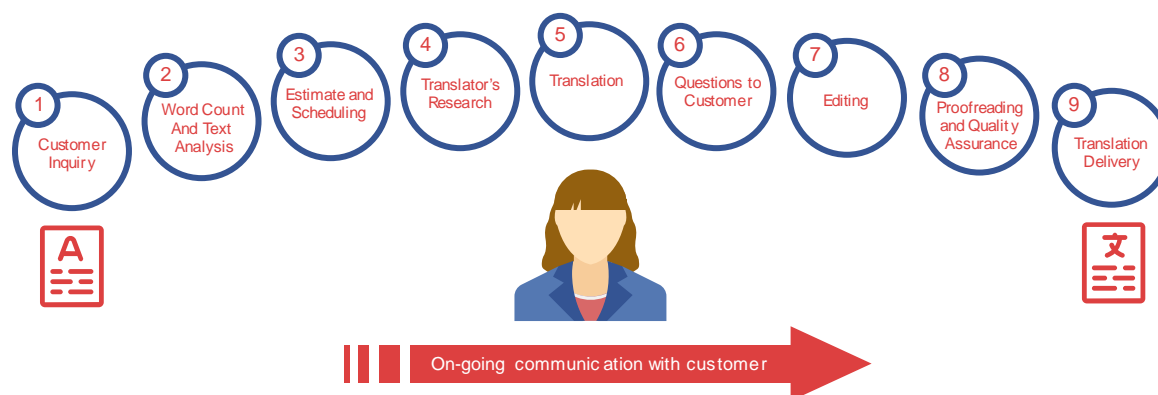
When the quote is accepted by the client, the Project Manager assigns the translation to the most qualified available translator whose education and experience match the subject area of the source document. The Project Manager also passes along the client's requirements and specifications to the translator.

Once the translation is completed and reviewed by the translator, the Project Manager checks the document not only for spelling and grammatical mistakes, but also to ensure that the translation conforms to the tone and content of the original document. All final translations are delivered electronically via email. Any original and print versions of translations and notarized certifications can be provided to the County free of charge; original print copies of translations can be mailed via first-class USPS upon request.

Translators are provided concrete feedback regarding the quality of each translation they complete. This feedback includes comments from the Project Manager concerning the style and vocabulary of a given job and any additional notes received from the client after translation delivery.

Liberty holds all work in the strictest confidence. All staff, translators, and editors are required to sign Non-Disclosure Agreements, guaranteeing that they will not to make copies of clients' materials and will return or destroy all materials to Liberty at the end of an assignment.

Translation Process



Quality Assurance

To ensure that every translation reaches the level of quality expected by Liberty's clients, the Translation Staff follow specific protocol:

- 1.) **Translation Intake:** Clients may submit requests directly to the Translation Department's email account or through Liberty's website. A member of the Translation Staff will confirm receipt of the request and send two quotes for delivery (*Regular and Rush) within **24 hours** of request submission, regardless of the complexity of the documents and specifics of the request.
- 2.) **Go-ahead Process:** Clients must respond to the quote email to confirm that they would like to proceed with the translation. Upon receiving confirmation, the translation staff will communicate the Delivery Time and Date to the client in a return email.

3.) **Translator Selection:** The Translation Project Manager selects the appropriate translator. Factors involved in the selection process include:

- ✚ Education (BA or MA in Translations or related subject)
- ✚ Professional Experience
- ✚ Certification (American Translators Associations or an accepted equivalent)
- ✚ Specialized Experience in technical field (medical translation, legal translation, pharmaceutical translation, etc.)
- ✚ Translation rates
- ✚ Availability

4.) **Translation Completion:** After the Assigned Translator completes the assignment, he/she is asked to perform a **secondary check for grammar, language fluidity, and translation accuracy** before delivering to the Translation Department.

5.) **Proofreading:** After receiving the translation from the Assigned Translator, the Translation Project Manager must perform a **final quality check** to compare the translation to the original document. If an error is found during the check, the translation may either be sent back to the Assigned Translator or a Secondary Proofreader to resolve the quality issue.

6.) **Translation Delivery:** The translation is delivered to the client electronically through either email or the client's selected portal. Print copies may also be mailed out upon request.

*Regular Delivery typically takes four to five days, depending on the length and complexity of the document. Rush Delivery typically takes one to two days, depending on the length and complexity of the document.

Performance Monitoring and Correction

Translation complaints are immediately forwarded to Language Services Manager Misti Houglum. Upon receiving a complaint, Liberty asks for a maximum of three business days to fully investigate the client's concerns and determine the cause of the problem. The client is then sent a summary of our conclusions and a layout of our plan to rectify any issues in translation quality.

Liberty guarantees to deliver accurate and complete translations for every request and make all revisions necessary to meet the Clackamas County's expectations.

Liberty Language Service continually seeks ways to improve its translation services. We work closely with the client to streamline the translation process and deliver quality translations that are accurate, clear and culturally sensitive.

Finally, Liberty employs performance monitoring via our Quality Assurance Program to ensure that our services always meet the following performance standards:

- ✚ Quality of translations shall meet or exceed client expectations. Finished products will be accurate, clear, and delivered in the desired format.
- ✚ Agency translators shall meet or exceed a minimum level of relevant training, professional experience, and language proficiency. Translator documentation shall be available upon request of client.
- ✚ Translations shall be delivered within the requested time frame.

Service Timeline

On-Site Interpretation

Once a service agreement is in place, Liberty will request a list of locations to be used to set up Clackamas County in the I2S2 scheduling system. Clinic locations and billing information will be entered into the I2S2, which also serves as the billing system, and Clackamas County will then be fully authorized to enter requests for on-site interpreter services.

A list of authorized users (requesters) for the I2S2 will be requested from the County, and levels of access, such as viewable billing reports, will be assigned. Additionally, billing and invoicing details will be confirmed so that invoices and accompanying billing reports match the preferences and requirements of Clackamas County.

Telephonic Interpretation

To proceed with Telephonic Interpretation Services, Clackamas County will need to provide an initial email address. The IT Department will then send an email, inviting the client to create an account in Boost, Liberty's telephonic service provider. IT will then set up Clackamas County's rates in the system and send an instructional guide that County employees may follow when requesting a telephonic interpreter for the first time. Depending on how soon Liberty receives the first email address, set-up can take 15-20 minutes. Furthermore, creating an account in Boost should take the client roughly five minutes.

Approved Requestors can send invitations to new account administrators and requestors at any time, meaning Clackamas County can add new employees to the system as needed.

Video Remote Interpretation

To proceed with Video Remote Interpretation Services, Clackamas County will need to provide an initial email address. The IT Department will then send an email, inviting the client to create an account in Boost, Liberty's video remote service provider. IT will then set up Clackamas County's rates in the system and send an instructional guide that County employees may follow when requesting a video remote interpreter for the first time. Depending on how soon Liberty receives the first email address, set-up can take 15-20 minutes. Furthermore, creating an account in Boost should take the client roughly five minutes.

Approved Requestors can send invitations to new account administrators and requestors at any time, meaning Clackamas County can add new employees to the system as needed.

Translation

Upon contract inception, any member of Clackamas County's staff may request a translation; there are no specific requirements to become an approved requestor or boundaries if an individual is not an approved requestor. Employees may request a translation by calling the Scheduling Department at 1-888-746-9108, ext. 4 or emailing the Translations Department directly.

The translation process is entirely facilitated via email (translations@libertylanguageservices.com), meaning that requestors must submit their documents through the translations email account before Liberty can begin. Depending on the length of the document and type of text involved, rush delivery can take between three hours and two days and regular delivery can take between three to five days. Please note, however, that this timeline is subject to change due to the varieties and complexities of the original text for translation.

Billing and Invoicing

Liberty's Billing Department provides current clients with invoices and service summaries that match their exact specifications. In accordance with the Scope of Work in RFP No. 2017-87, billing staff will prepare invoices and service summaries for each Department/Division within Clackamas County's network.

Liberty uses utilization and billing reports as a means of ensuring that all clients receive quality service and that all Liberty staff properly fulfill each assignment request. These reports are available after the responsible department processes the telephonic interpreting sessions, on-site assignments, and translations. For On-Site Interpretation and Written Translation Services, reports are normally available on or after the third business day of the month. For Telephonic Interpretation Services, reports are normally available on or after the fifth business day of the month.

Expedited reporting is available upon customer request. Additionally, custom utilization reports can be provided for any data ranges.

Usage Summaries

Liberty's Billing Department is able and willing to provide summaries of language service usage by the 70 departments/divisions in Clackamas County.

Liberty's current clients may choose the parameters that should be included in their service usage reports. Billing staff are therefore accustomed to creating specialized reports that distinguish between service location, language, individual requestor, and many other parameters (as needed).

5.4 Fees – Section 6

Liberty has no non-usage of service fees for any services (i.e., On-Site Interpretation, Telephonic Interpretation, Video Remote Interpretation, or Transcription). Upon contract inception, the Billing Department will be responsible for ensuring that no such non-usage fees are billed to the 70+ operating divisions and departments within Clackamas County. See Section 6 below for a complete pricing list per language (as requested by Clackamas County) per service (On-Site Interpretation, Telephonic Interpretation, Video Remote Interpretation, and Transcription). Additional pricing for Translation Services is attached.

Section 6

Name of Firm/Individual: _____

Certification(s): Medical Legal General American Sign Language

Hours of availability: _____

Are you willing to accept long term assignments? _____

Are you willing to perform third party billing? Yes No

Please attach all current certifications to your proposal if an individual. Firms may be required to provide certifications for their staff at the time services are rendered.

Language	Rates			
	In person	Telephonic	Video	Transcription
American Sign Language				
Acholi – <i>Uganda, Sudan</i>				
Afrikaans – <i>South Africa, Namibia</i>				
Akan – <i>Ghana, Ivory Coast</i>				
Akateko – <i>Guatemala</i>				
Albanian – <i>Albania</i>				
Algerian Arabic – <i>Algeria</i>				
Amharic – <i>Ethiopia</i>				
Arabic – <i>Widely Distributed</i>				
Armenian – <i>Armenia</i>				
Ashanti (Asante Twi) – <i>Ghana</i>				
Assyrian – <i>Iraq</i>				
Azerbaijani – <i>Azerbaijan</i>				
Azorean Portuguese – <i>Azores Islands</i>				
Bahnar – <i>Vietnam</i>				
Bahasa Indonesia (Indonesian) – <i>Indonesia</i>				
Bambara – <i>Mali</i>				
Belarusan – <i>Belarus</i>				
Bengali – <i>Bangladesh, India</i>				
Bosnian – <i>Bosnia & Herzegovina</i>				
Brazilian Portuguese – <i>Brazil</i>				
Bulgarian – <i>Bulgaria</i>				
Burmese – <i>Myanmar (former Burma)</i>				
Cambodian (Khmer) – <i>Cambodia</i>				
Cantonese – <i>China</i>				
Cape Verdean (Portuguese Creole) – <i>Cape Verde</i>				
Catalan – <i>Andorra, Spain</i>				
Cebuano – <i>Philippines</i>				
Chaldean – <i>Iraq</i>				
Chamorro – <i>Guam</i>				
Chaozhou (Teochew) – <i>China</i>				

Language	<i>In person</i>	<i>Telephonic</i>	<i>Video</i>	<i>Written Transcription</i>
Chin – Myanmar (former Burma)				
Chinese (var. languages/dialects) – China				
Chuukese (Trukese) – Micronesia				
Croatian – Croatia				
Czech – Czech Republic				
Danish – Denmark				
Dari (Afgan Farsi) – Afghanistan				
Dene – Canada				
Dewoin – Liberia				
Dinka – Sudan				
Duala – Cameroon				
Dutch – Netherlands				
Egyptian Arabic – Egypt				
Estonian – Estonia				
Filipino (Tagalog) – Philippines				
Finnish – Finland				
Flemish – Belgium				
French – Africa, Canada, France, Tunisia, et al.				
French Creole – Caribbean				
Fukienese – China				
Fulani (Fulfulde, Fula) – Cameroon, Niger, Nigeria, Senegal				
Fuzhou – China				
Ga – Ghana				
Gen (Mina) – Togo, Benin				
German – Germany				
Gokana (Khana) – Nigeria				
Greek – Greece				
Gujarati – India				
Haitian Creole – Haiti				
Haka Burmese – Myanmar (former Burma)				
Hmong – China, Vietnam, Laos				
Hungarian – Hungary				
Hakka – China				
Hausa – Niger, Nigeria				
Ibo (Igbo) – Nigeria				
Ilocano – Philippines				
Hebrew – Israel				
Hindi – India				
Indonesian (Bahasa Indonesia) – Indonesia				
Iraqi Arabic – Iraq				
Italian – Italy				
Japanese – Japan				
Jarai – Vietnam				

<i>Language</i>	<i>In person</i>	<i>Telephonic</i>	<i>Video</i>	<i>Written Transcription</i>
Javanese – <i>Indonesia</i>				
Jordanian Arabic – <i>Jordan</i>				
Juba Arabic – <i>Sudan</i>				
Kanjobal (Q’anjob’al) – <i>Guatemala</i>				
Kannada – <i>India</i>				
Kapampangan – <i>Philippines</i>				
Karen (Pa’o, S’gaw) – <i>Myanmar (former Burma)</i>				
Kayah – <i>Myanmar (former Burma)</i>				
Khmer (Cambodian) – <i>Cambodia</i>				
Kinyarwanda – <i>Rwanda</i>				
Kirundi – <i>Burundi</i>				
Koho – <i>Vietnam</i>				
Korean – <i>Korea</i>				
Kpele – <i>Guinea, Liberia</i>				
Kurmanji (Northern Kurdish) – <i>Turkey</i>				
Kuwaiti Arabic – <i>Kuwait</i>				
Lao – <i>Laos</i>				
Latvian – <i>Latvia</i>				
Lebanese Arabic – <i>Lebanon</i>				
Lingala – <i>Congo, Republic of the</i>				
Lithuanian – <i>Lithuania</i>				
Luganda – <i>Uganda</i>				
Luo – <i>Kenya</i>				
Maay (Af Maay, Rahanween, Bantu) – <i>Somalia</i>				
Macedonian – <i>Macedonia</i>				
Malay – <i>Malaysia</i>				
Malayalam – <i>India</i>				
Malinke – <i>Senegal</i>				
Mam – <i>Guatemala</i>				
Mandarin – <i>China</i>				
Mandinka (Mandingo) – <i>Senegal</i>				
Marathi – <i>India</i>				
Marshallese – <i>Marshall Islands</i>				
Mayan [Akateko, Kanjobal] – <i>Guatemala, Mexico</i>				
Mien – <i>China, Laos, Thailand</i>				
Mina (Gen) – <i>Togo, Benin</i>				
Minangkabau – <i>Indonesia</i>				
Mixteco Alto – <i>Mexico</i>				
Mixteco Bajo – <i>Mexico</i>				
Mnong – <i>Vietnam</i>				
Mongolian – <i>Mongolia</i>				
Moroccan Arabic – <i>Morocco</i>				
Nahuatl – <i>Mexico</i>				
Navajo – <i>U.S.A.(Southwest)</i>				

<i>Language</i>	<i>In person</i>	<i>Telephonic</i>	<i>Video</i>	<i>Written Transcription</i>
Nepalese – <i>Nepal, India</i>				
Nuer – <i>Sudan</i>				
Oromo – <i>Ethiopia</i>				
Palestinian Arabic – <i>Israel, Jordan</i>				
Pangasinan – <i>Philippines</i>				
Papiamento – <i>Netherlands Antilles</i>				
Pashto (Pushto) – <i>Pakistan, Afghanistan</i>				
Portuguese Creole (Cape Verdean) – <i>Cape Verde</i>				
Persian (Farsi) – <i>Afghanistan, Iran, Iraq, Pakistan</i>				
Russian – <i>Russia</i>				
Samoan – <i>Samoa</i>				
Polish – <i>Poland</i>				
Portuguese – <i>Portugal, Brazil, et al.</i>				
San Miguel – <i>Mexico</i>				
Santa Eulalia – <i>Guatemala</i>				
Saraiki – <i>Pakistan, India</i>				
Serbian – <i>Serbia, Montenegro</i>				
Serbo-Croatian – <i>Balkans</i>				
Shanghainese – <i>China</i>				
Sichuan (Szechuan) – <i>China</i>				
Sinhalese – <i>Sri Lanka</i>				
Slovak – <i>Slovakia</i>				
Somali – <i>Somalia</i>				
Soninke (Serahule) – <i>Mali</i>				
Sorani (Central Kurdish) – <i>Iraq</i>				
Spanish – <i>Spain, Latin America, et al.</i>				
Sudanese Arabic – <i>Sudan</i>				
Susu – <i>Guinea</i>				
Swahili – <i>Kenya, Somalia, Tanzania,</i>				
Swedish – <i>Sweden</i>				
Syrian Arabic – <i>Syria</i>				
Tagalog (Filipino) – <i>Philippines</i>				
Tai Dam – <i>Vietnam</i>				
Taiwanese – <i>Taiwan</i>				
Tamil – <i>India</i>				
Telugu – <i>India</i>				
Teochew (Chaozhou) – <i>China</i>				
Thai – <i>Thailand</i>				
Tibetan – <i>China</i>				
Tigrigna (Tigrinya) – <i>Ethiopia, Eritrea</i>				
Toishanese – <i>China</i>				
Tongan – <i>Tonga</i>				
Trukese (Chuukese) – <i>Micronesia</i>				

<i>Language</i>	<i>In person</i>	<i>Telephonic</i>	<i>Video</i>	<i>Written Transcription</i>
Tunisian Arabic – <i>Tunisia</i>				
Turkish – Turkey				
Twi – Ghana				
Tzotzil – Mexico				
Ukrainian – Ukraine				
Urdu – Pakistan, India				
Vietnamese – Vietnam				
Wolof – Senegal				
Xhosa – South Africa				
Yemeni Arabic – Yemen				

Written Translation Rates

Class 1

Spanish

Class 2

French

German

Italian

Portuguese (Brazilian)

Portuguese (European)

Class 3

Amharic

Arabic

Bengali

Burmese

Chinese (Cantonese)

Chinese (Mandarin)

Farsi

Greek

Gujarati

Japanese

Korean

Nepali

Polish

Punjabi

Russian

Somali

Tagalog

Thai

Urder

Vietnamese

And all other languages not mentioned here.

Regular Rate

Your translation will be delivered in no more than 5 business days.

Language Class	Per Word - Non-Technical	Per Word - Technical
Class 1	\$0.12	\$0.15
Class 2	\$0.17	\$0.20
Class 3	\$0.20	\$0.22



Rush Rate

The regular rate as indicated above, plus an additional 30%.

Minimum Fees

	Regular Delivery	Rush Delivery
Non-Technical	\$55.00	\$70.00
Technical	\$70.00	\$90.00

Desktop Publishing

\$30 to \$50 Per Hour

Terms and Conditions

All translation requests made by Clackamas County will adhere to this pricing schedule unless otherwise authorized by Liberty's translation department. Please save this document for future reference.

All requests must be made via email to translations@libertylanguageservices.com, with source material attached. Be sure to include desired target language and any special instructions in you email request.

As policy, courtesy ad-hoc quotes will be sent to you in response to your translation requests. We will not begin work on your request until you explicitly agree to the quotes.

If you cannot scan and email source material, please do not mail or drop off original documents. We cannot be held responsible for the safe-keeping of your original documents.

5.5. References

Pediatric Specialists of Virginia (October 2013 to present)

Services: On-site interpretation, telephonic interpretation, and translation

Contact:

Cecilia Terrazas
Director of operations
3023 Hamaker Court, Suite 200
Fairfax, VA 22031

Email: cterrazas@PSVCare.org
Telephone: 703-848-6636

Disability Determination Services, Virginia Department for Aging and Rehabilitative Services (June 2012 to present)

Services: On-site, spoken-language interpretation and on-site ASL interpretation

Contact:

Pamela Dickinson
Northern Virginia Regional Office
11150 Fairfax Blvd
Fairfax, VA 22030

Email: pamela.dickinson@ssa.gov
Telephone: 703-934-0075

Fairfax County Juvenile & Domestic Relations Court (Dec. 2016 to present)

Services: On-site, spoken-language interpretation and on-site ASL interpretation

Contact:

Sandra Guerrero Perez
Volunteer Interpreter Program Coordinator
[4110 Chain Bridge Road, Suite 201](#)
Fairfax, VA 22030

Email: Sandra.Guerrero-Perez@fairfaxcounty.gov
Telephone: [703-246-7581](tel:703-246-7581)

5.6 Completed Proposal Certification

PROPOSAL CERTIFICATION
RFP #2017-87 Interpreter Services

Submitted by: Liberty Language Services LLC
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

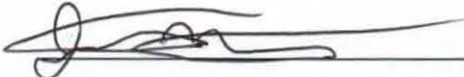
(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State Virginia

Oregon Business Registry Number In Process

Contractor's Authorized Representative

Signature:  Date: 5/16/2018

Name: Justin Miller Title: Account and Business Development Manager

Firm: Liberty Language Services

Address: 1600 Spring Hill Rd., Suite 210

City/State/Zip: Vienna/VA/22182 Phone: (888) 746-9108 ext 1

e-mail: JMiller@LibertyLanguageServices.com Fax: 703-890-2358

Contract Manager:

Name Justin Miller Title: Account and Business Development Manager

Phone number: 703-592-9815

Email Address: JMiller@LibertyLanguageServices.com



CHRISTA BOSSERMAN WOLFE, CPA
INTERIM DIRECTOR

DEPARTMENT OF FINANCE

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Contract with Flynn BEC LP for the
PSB Re-roof Project – Roofing Services**

Purpose/Outcome	Approval of contract
Dollar Amount and fiscal Impact	\$261,569.16
Funding Source	Budget Line: 420-0221-00-482300-76330; department funds Fiscal year 2018-2019
Duration	Contracting through June 30 th , 2019
Previous Board Action/Review	N/A
Strategic Plan Alignment	Build public trust through good government, build a strong infrastructure and ensure safe, healthy and secure communities.
Contact Person	Steven Bloemer, (503) 805-9870
Contract No.	2018-75

BACKGROUND:

At over 110,000 square feet of office space, The Public Services Building (PSB) houses a multiple County groups and stands as a cornerstone to the County's Red Soils Campus area. Built in 2003, The PSB has weathered the past 16 years in good condition, however, it currently retains the original roof which has developed multiple leaks and other on-going maintenance concerns within the last few years.

The current roof is mostly a Polyvinyl-Chloride (PVC) membrane roof, with additional materials comprised of standing seam and flat metal panels that are part of the cornice, parapet and coping building details. The main roof and cornice areas have had multiple repairs completed over the past several years in an attempt to extend the life of the existing roof and to defer the replacement. While these repairs have been mostly effective, the main roof has exceeded its life expectancy, and the metal panels are out of code compliance for slope angle.

Facilities Management proposes to re-roof the PSB utilizing a Thermoplastic Polyolefin (TPO) single-ply membrane overlay which will include covering the cornice and parapet metal panel areas offering not only a fully integrated roof, but several other advantages including less maintenance, higher durability, and lower energy costs. This contract will allow the installation of a roof with a 20 year warranty.

PROCUREMENT PROCESS:

This project advertised in accordance with ORS 279C and LCRB Rules on August 23, 2018. Bids were publicly opened on September 19, 2018. The County received six (6) bids: ABC Roofing, \$430,438.00; Coastline Roofing and Construction, Inc., \$450,000.00; Carlson Roofing Company, Inc., \$343,343.00; Snyder Roofing of Oregon, Inc., \$440,155.00; Flynn BEC LP, \$274,933.00; and Roof Toppers, Inc., \$389,000.00. After review of the bids it was determined that Flynn BEC LP was the lowest responsive and responsible bidder.

After award, the County Project Manager discussed value engineering options with the awarded contractor and was able to reduce the contract total to \$261,569.16.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the contract with Flynn BEC LP for the Public Services Building Reroof Project.

Sincerely,

Christa Bosserman-Wolfe
Interim Finance Director

Placed on the board agenda of _____ by the Procurement Division.



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

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

Project Name: **#2018-75 Public Services Building Reroof Project**

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **two hundred sixty-one thousand five hundred sixty-nine dollars sixteen cents (\$261,569.16)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

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

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form

2. Representatives.

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

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

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

3. Key Persons.

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

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

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

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

Project Engineer: Tylar Devereaux shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

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

SUBSTANTIAL COMPLETION DATE: May 31, 2019

FINAL COMPLETION DATE: June 30, 2019

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

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

6. Tax Compliance.

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

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

7. Confidential Information.

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

8. Required Terms.

In addition to the terms and conditions contained in this Contract and the Contract Documents, the following terms and conditions are required by Oregon law:

- A. 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 Owner 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.
- B. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C. 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.
- D. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- E. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

9. Counterparts.

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

10. Integration.

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

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

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

Contractor DATA:

Flynn BEC LP
P.O. Box 19068
Spokane, Washington 99219

Contractor CCB # 220332 Expiration Date: 4/26/2020

Oregon Business Registry # 1420067-90 Entity Type: FLP

State of Formation: Delaware

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

Flynn BEC LP

Clackamas County

Authorized Signature

Date

Chair

Date

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

County Counsel

Date



CHRISTA BOSSERMAN WOLFE, CPA
INTERIM DIRECTOR

DEPARTMENT OF FINANCE

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Earthworks Landscape Service, Inc.
for Grounds Maintenance and Repair Services

Purpose/Outcomes	This is a five-year contract for general grounds maintenance and repair services for County properties
Fiscal Impact	The annual year cost is \$457,980 and a total contract value of \$2,366,230.
Funding Source	Funds are part of Facilities Management budget, as allocated to departments.
Duration	November 1, 2018 through December 31, 2023
Previous Board Action	No previous action
Strategic Plan Alignment	<ul style="list-style-type: none">• Build a strong infrastructure• Build public trust through good government
Contact Person	Jeff Jorgensen, Facilities Manager, 503-734-6248 (cell phone)

BACKGROUND:

Clackamas County's Finance Department is seeking Board approval for a contract with Earthworks Landscape Service, Inc. for grounds maintenance services. The services included in this contract are routine landscape maintenance as well as supplemental snow and ice removal to preserve public employee access, safety, the value of assets, preserve landscape health and aesthetics.

PROCUREMENT PROCESS:

This project advertised in accordance with ORS 279B and LCRB Rules on May 9th, 2018 as a Request for Proposals (RFP). Proposals were publically opened June 7th, 2018. The County received four (4) proposals from Crystal Greens Landscape, Inc., Monarch Landscape OR, LLC, Earthworks Landscape Service, Inc., and Pacific Landscape Service, Inc. The evaluation committee met on June 18th, 2018 and requested all proposers to submit a best and final offer (BAFO) for prices. After receiving BAFO, the evaluation committee met again and awarded the most points to Earthworks Landscape Service, Inc.

This Contract has been reviewed and approved by County Counsel.



CHRISTA BOSSERMAN WOLFE, CPA
INTERIM DIRECTOR

DEPARTMENT OF FINANCE

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

RECOMMENDATION:

Staff recommends the Board approve the Contract with Earthworks Landscape Service, Inc. for the Grounds Maintenance and Repair Services.

Respectfully submitted,

Jeff Jorgensen
Facilities Manager

Placed on the _____ Agenda by the Procurement Division



CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this “Contract”) is entered into between **Earthworks Landscape Service, Inc.** (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) on behalf of the Facilities Management department for the purposes of providing **Grounds Maintenance and Repair Services**.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **December 31, 2023**. This Contract will operate under a calendar year verses a fiscal year as identified in the RFP. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP 2018-20 Grounds Maintenance and Repair Services, issued May 9, 2018, including Addendum #1 issued May 24, 2018 attached and hereby incorporated by reference as **Exhibit “A.”** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit “A”, and the Contractor’s Proposal attached and hereby incorporated by reference as **Exhibit “B.”**

Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s Representative for this contract is: Ralph Sanchez 503-557-6417 or email at ralphsan@clackamas.us.

III. COMPENSATION

- 1. PAYMENT.** The County agrees to compensate the Contractor on a fixed fee basis as detailed in this Contract. The maximum monthly compensation authorized under this Contract shall not exceed \$38,165.00. The maximum annual compensation authorized under this Contract shall not exceed **\$457,980.00** and the total Contract compensation shall not exceed \$2,366,230.00.

For each calendar year (January through December), the fees shall be fixed. By November 1st of each year, the Contractor may request an increase in the fees in an amount not to exceed the increase in the Consumer Price Index for the West Region. Any such increase shall only be approved through an Amendment to the Contract.

- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”)

293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: Facilities Management, 1710 Red Soils Court, Suite 200 Oregon City OR 97045.

4. The parties acknowledge and agree that several pending County public improvement projects could require an amendment or modification to the Scope of Work. The parties expressly agree and acknowledge that an amendment or modification to the Scope of Work may also require an amendment or modification to the compensation provided for in Section III (1) of this Contract (the “Compensation”). The parties hereby agree to the following process for addressing potential changes to the Scope of Work and Compensation:
 - a. If the County, in its sole discretion, determines that a construction project or other public improvement to County property may require an amendment or modification to the Scope of Work and Compensation, the County shall provide Contractor sixty (60) days written notice of the project with a request for a proposed amendment to the Scope of Work and Compensation (a “SOW Change Request”);
 - b. Upon receipt of the County’s SOW Change Request, Contractor shall, within ten (10) business days, submit to County a written proposed amendment modifying the Scope of Work and Compensation to reflect a reduction in property requiring Contractor’s Work, if any, caused by the County’s construction project or public improvement. Upon County’s receipt of Contractor’s proposed amendment, the parties agree to negotiate in good faith to reach a mutually agreed upon amendment or modification to both the Scope of Work and Compensation that reasonably considers and accounts for the impact, if any, of the County’s construction or other public improvement project.
 - c. If either party determines, in their sole discretion, that they are unable to reach a mutually agreed upon Amendment to the Scope of Work and Compensation, this Contract may be terminated upon a written 30 day notice as per Paragraph 20 below.

IV. CONTRACT PROVISIONS

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

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

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

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

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

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

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

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

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this

Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

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

A. COMMERCIAL GENERAL LIABILITY

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

B. AUTOMOBILE LIABILITY

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

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County 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 County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

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

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

F. 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 County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

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

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

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

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

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner

and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

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

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

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

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

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

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

remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

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

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services

furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURE PAGE FOLLOWS

EXHIBIT A
RFP 2018-20 GROUNDS MAINTENANCE & REPAIR SERVICES
ADDENDA #1

EXHIBIT B
CONTRACTOR'S PROPOSAL

DRAFT

Approval of Previous Business Meeting Minutes:
September 27, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, September 27, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner Ken Humberston, Chair
Commissioner Sonya Fischer
Commissioner Martha Schrader**

**EXCUSED: Commissioner Jim Bernard
Commissioner Paul Savas**

Commissioner Jim Bernard is out of the office, Commissioner Humberston will serve as Chair for today's meeting.

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – polling, traffic, Metro.

II. PUBLIC HEARING

1. Frist Reading of **Ordinance No. 08-2018** Amending Chapter 7.03 of the Clackamas County Code Relating to Gates within the Public Right-of-Way
Nate Boderman, County Counsel presented the staff report.
Chair Humberston opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Schrader: I move we read the Ordinance by title only.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Chair Humberston: Aye – the Ayes have it, the motion carries 3-0.

Chair Humberston asked the Clerk to assign a number and read the Ordinance by title only.

He then announced the second reading will be Thursday, October 11, 2018 at the Board's regular scheduled Business Meeting at 10:00 AM.

III. CONSENT AGENDA

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

MOTION:

Commissioner Fischer: I move we approve the consent agenda.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Chair Humberston: Aye – the Ayes have it, the motion carries 3-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement between the Housing and Community Development Division and the City of Gladstone for E. Clarendon Street Improvements in Gladstone – *Housing & Community Development*
2. Approval of Amendment No. 1 to Intergovernmental Agreement 155318 with the State of Oregon Department of Human Services, for the Operation of the Supplemental Nutrition Assistance Program (SNAP) Employment & Training – *Community Solutions*
3. Approval of Multiple Agency Services Agreements with Home Energy Suppliers for Reimbursement of Energy Supplies on Behalf of Low-Income Households – *Social Services*
4. Approval of Amendment No. 6 to Intergovernmental Agreement 44-0571 with Multnomah County Department of Human Services, Aging & Disability Services Division – *Social Services*
5. Approval of Amendment No. 12 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
6. Approval of Amendment No. 2 of a Revenue Intergovernmental Agreement with Oregon Department of Human Services, Office of Vocational and Rehabilitation Services – *Health Centers*

B. Department of Transportation & Development

1. **Board Order No. 2018-97** Adopting the Vacation of a Non-Maintained Local Access Road
2. Approval of Amendment No. 1 to the Special Public Works Financing Contract with Oregon Infrastructure Authority for Construction of Improvements to Last Road

C. Finance Department

1. Approval of a Lease Agreement by and between Glenn and Glenna Butler and Clackamas County for the District Attorney's Office
2. Approval of the Purchase of Annual Technical Support Services from Oracle America, Inc. – *Procurement*

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Cooperative Agreement with Employers Overload Temp Agency for Payroll Solution for Election Board Workers – *Clerk – via Procurement*

E. Public & Government Affairs

1. Approval of an Intergovernmental Agreement between Clackamas County and the City of Lake Oswego Regarding Payment for Services Related to the Willamette Falls Locks
2. Approval of an Intergovernmental Agreement between Clackamas County and the City of Oregon City Regarding Payment for Services Related to the Willamette Falls Locks

F. County Counsel

1. **Resolution No. 2018-98** Appointing the Board of County Commissioners as the Local Board of Health
2. Approval of a Settlement Agreement in the Case of Swanson v. Clackamas County Sheriff's Office, et al

G. Business & Community Services

1. Approval of the Oregon Business Development Department Brownfields Redevelopment Fund Grant Contract
2. **Board Order No. 2018-99** Approving a Tax Foreclosed Property for Declaration as Surplus

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of an Intergovernmental Agreement with Oak Lodge Water Services District (OLWSD) for the Boardman Wetland Project

V. WATER ENVIRONMENT SERVICES

1. Approval of an Intergovernmental Agreement between the City of Happy Valley and Water Environment Services for Establishment and Administration of Reimbursement Districts

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:33 AM

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



**OFFICE OF THE COUNTY ADMINISTRATOR
PUBLIC SERVICES BUILDING**

2051 KAEN ROAD | OREGON CITY, OR 97045

November 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Grant Award from the State of Oregon
Department of Land Conservation & Development for Housing Needs Assessment

Purpose/Outcome	The intent of this IGA is to clarify roles and responsibilities regarding a \$100,000 grant to the County for a countywide housing needs assessment.
Dollar Amount and Fiscal Impact	There will be a \$100,000 grant to the county
Funding Source	N/A.
Strategic Plan Alignment	This action aligns with the following Board strategic goal: <ul style="list-style-type: none">• By 2022, 2000 units of housing, affordable to a variety of residents, will be developed within Clackamas County, through a combination of public and private partnerships, and appropriate regulatory changes. Of that number, the Housing Authority goal will be to provide 1000 units affordable to households earning 60% of the area median income or less
Duration	Until June 30, 2019
Previous Board Action/Review	The Board approved the grant application in May of 2018.
Contact Person	Dan Chandler, Assistant County Administrator – (503) 742-5394

BACKGROUND:

This IGA details roles and responsibilities related to the \$100,000 grant from the State of Oregon toward costs for the countywide Housing Needs Assessment.

RECOMMENDATION:

Staff respectfully recommends the Board approve the IGA outlining roles and responsibilities related to the \$100,000 grant to perform the countywide housing needs assessment.

Respectfully submitted,

Dan Chandler
Assistant County Administrator

Technical Assistance for Housing Needs Analysis

DLCD IGA #: XXXXX

Local Government IGA#: BBBB

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and Clackamas County (“Local Government”), each a “Party” and, together, the “Parties.”

1. Authority

This Agreement is authorized by [ORS 190.110](#).

2. Effective Date

This Agreement is effective on the date of the last signature, whichever occurs last) (“Effective Date”), and terminates on June 30, 2019, unless terminated earlier

3. Responsibilities of Parties

Responsibilities of DLCD. DLCD will provide financial, administrative, and technical assistance to the Clackamas County Housing Needs Analysis project (the “Project”). Under separate contract, Local Government has hired a Consultant, ECONorthwest to perform the tasks of the Agreement on behalf of Local Government, a copy of which is attached hereto as Exhibit B. As detailed in Exhibit A, the Project is divided into five discrete tasks: (1) kickoff; (2) buildable lands inventory; (3) housing needs analysis; (4) housing policy analysis; and (5) final products. Task (4) is underway as of the date of this Agreement. Specific DLCD responsibilities include:

- i. Pay Clackamas County the total sum of \$100,000.00 upon completion of tasks (1), (2) and (5) of the Project. DLCD shall make payment to Clackamas County in two installments. The first payment in the sum of \$50,000.00 will be made within sixty (60) days of completion of tasks (1) and (2) of the Project. The second payment in the amount of \$50,000.00 will be made within sixty (60) days of completion of task (5).
- ii. Reviewing the work, invoices, and progress reports provided by the consultant and the County;
- iii. Participating in meetings of the technical advisory committee; and

Technical Assistance for Housing Needs Analysis

DLCD IGA #: XXXXX

Local Government IGA#: BBBB

- v. Providing additional technical assistance, as available, when requested by the County and cities.

Responsibilities of Clackamas County. Overall management of the Project will be the responsibility of the County. The County will appoint a Project Manager to be the County's principal contact person for both DLCD's Contract Administrator and the chosen consultants on all matters concerning the Project. Specific Project responsibilities of the County include:

- i. Coordinating project schedule and deliverables with the consultants;
- ii. Coordinating Local Government staff and consultant work;
- iii. Reviewing and editing consultant work;
- iv. Appointing a technical advisory committee;
- v. Noticing, scheduling, and summarizing advisory committee meetings;
- vi. Assisting the consultants with meeting facilitation;
- vii. Notify DLCD when, in Clackamas County's sole administrative decision, the specific tasks of the Project have been completed

4. Compensation and Costs

Each Party shall assume its own costs of carrying out the tasks and responsibilities under this Agreement.

5. Project Contacts

The designees named below shall be the contact for all the work and services to be performed under Agreement.

DLCD's Project Representatives are:

Kevin Young - Manager
Oregon Department of Land Conservation and Development
635 Capitol ST NE, Suite 150
Salem, OR 97301
(503) 934-0030

Regional Representative

Jennifer Donnelly, Metro Regional Representative

Technical Assistance for Housing Needs Analysis

DLCD IGA #: XXXXX

Local Government IGA#: BBBB

1600 SW Fourth Ave., Ste 109

Portland, OR 97201

Phone: (503) 725-2183

email: Jennifer.donnelly@state.or.us

Local Government's Project Representative is:

Project Manager

D. Daniel Chandler J.D., Assistant County Administrator

2051 Kaen Road

Oregon City, OR 97045

(503) 742-5394

Email: dchandler@co.clackamas.or.us

A Party may designate a new authorized representative by written notice to the other Party.

6. Background

Every region of Oregon is experiencing housing availability or affordability problems, or both. In some cases, the comprehensive plan for the urban area is out of date so housing needs have not been determined. In other cases, the need may be known but the zoning code presents barriers to development of Needed Housing or does not allow certain types of housing needed by the residents.

DLCD will provide technical assistance to local governments in increasing the affordability of housing within the boundaries of the local governments. Technical assistance will be in the form of direct assistance in the completion of products used to update comprehensive plans and zoning codes to help ensure that every community in Oregon can satisfy its housing needs.

DLCD will reimburse local governments for the cost to complete any or all the tasks and services of the Housing Needs Analyses, composed of a Housing Needs Projection, a BLI, an RNLA, and comprehensive plan policies for accommodating Needed Housing; zoning code audits; zoning code updates; or housing strategy implementation plans; or some combination of these products as needed by the local government.

The project will focus on, but not be limited to, urban areas of cities over 10,000 population where 25 percent or more of the renter households in the Local Government are Severely Rent Burdened.

7. Purpose

The purpose of this project is to assist local governments to provide for and accommodate their housing needs. The Agency will select one or more Proposers who will collaborate with the Agency and Participating Cities and Counties to create products that can be used to update local comprehensive plans and codes to accommodate Needed Housing. The Proposer will coordinate with each assigned Participating Local Government and County to complete products requested.

Technical Assistance for Housing Needs Analysis

DLCD IGA #: XXXXX

Local Government IGA#: BBBB

During the 2018 legislative session, the legislature appropriated funds for the project to the Department of Land Conservation and Development for the purpose of providing technical assistance to local governments in increasing the affordability of housing within the boundaries of the local governments (2018 Oregon Laws, chapter 47([House Bill 4006](#))). The deliverables are expected to be incorporated into local government and county comprehensive land use plans

8. Termination

This Agreement may be terminated at any time by either Party upon 30 days advance written notice.

9. Non-Discrimination

In carrying out activities under this agreement, neither Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, or national origin. Either Party shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, age, handicap, familial status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. Non-Appropriation

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of [Article XI, Section 7](#) of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of DLCD.

11. Representations and Warranties

The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained.

Technical Assistance for Housing Needs Analysis

DLCD IGA #: XXXXX

Local Government IGA#: BBBB

12. Records

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require either Party to provide documents that are legally privileged or otherwise exempt from disclosure under Oregon public records law.

13. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in [ORS 30.260](#) (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Agreement with respect to the Third Party Claim.

With respect to a Third Party Claim for which DLCD is jointly liable with Local Government (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgements, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgements, fines or settlement amounts. DLCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which Local Government is jointly liable with DLCD (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of DLCD on the other hand in connection with the events that resulted in such expenses, judgements, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the

Technical Assistance for Housing Needs Analysis

DLCD IGA #: XXXXX

Local Government IGA#: BBBB

Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgements, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

14. Subcontracting and Assignment

. No Party shall enter into any subcontract for any of the work listed under this Agreement without written consent of the other Party

15. Governing Law, Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suite or proceeding (collectively "Claim") between DLCD or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

16. Indemnification

Each Party shall defend, save, hold harmless, and indemnify the other Party and the other Party's Agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, loses damages, liabilities, costs and expenses of any nature whatsoever (Claims), including attorney fees, resulting from and arising out of, or relating to the acts or omissions of the indemnifying Party's officers, employees, subcontractors or agents under this Agreement. Any indemnity by DLCD under this section shall be subject to the limitations of Article XI, Section & of the Oregon Constitution and the Oregon Tort Claims Act, 30.260 to 30.300.

17. Insurance

Each Part shall each be responsible for providing workers' compensation insurance as required by law for its covered workers. Neither Party shall be required to provide or show proof of self-insurance, workers' compensation or any other insurance coverage.

18. Severability

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

Technical Assistance for Housing Needs Analysis

DLCD IGA #: XXXXX

Local Government IGA#: BBBB

19. Compliance With Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

20. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under Agreement.

21. No Third Party Beneficiary

DLCD and Local Government are the only parties to Agreement and such are the only Parties entitled to enforce its terms. Nothing contained in Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties. The consultants retained by DLCDC are expressly excluded as parties or beneficiaries to this agreement and are barred from enforcing the terms of Agreement.

22. Merger, waiver and Modification

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

23. Amendments

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. Any amendment to Agreement shall require the signatures of the approving authorities of both Parties.

Technical Assistance for Housing Needs Analysis

DLCD IGA #: XXXXX

Local Government IGA#: BBBBB

24. Counterparts

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

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

LOCAL GOVERNMENT

LOCAL GOVERNMENT

Name & Title

Name & Title

Date

Date

Department of Land Conservation and
Development (DLCD)

Jim Rue, Director

Date



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

November 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Commercially Sexually Exploited Children (CSEC)
Grant Award with Safety Compass

Purpose/ Outcomes	To provide 24-hour availability for advocacy and support services for children and youth ages 24 and younger who have been CSEC identified or at risk of exploitation and their families/caregivers. In addition to direct advocacy and support services for youth and families, this work will include phone service, availability to the general public and physical response to sites for crisis and 911 dispatch.
Dollar Amount and Fiscal Impact	The maximum grant amount, between September 1, 2018 and June 30, 2023 that COUNTY will pay, will not exceed \$237,053, and is subject to availability of continued funding. Funding per period September 1, 2018 – June 30, 2019: \$41,653 July 1, 2019 – June 30, 2020: \$48,850 July 1, 2020 – June 30, 2021: \$48,850 July 1, 2021 – June 30, 2022: \$48,850 July 1, 2022 – June 30, 2023: \$48,850
Funding Source	Clackamas County General Funds
Duration	Effective through June 30, 2019. Renewable through June 30, 2023
Previous Board Action	None
Strategic Plan Alignment	<ul style="list-style-type: none"> • To provide targeted evaluation and rehabilitative services to youth so they can increase the competencies needed to transition to adulthood, live a crime free life, and be a contributing member of their community. • To provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. • To provide intervention, accountability and support services to youth referred to the Department so they can stop committing offenses, understand the impact of their actions, repair harm and make positive change.
Contact Person	Lisa Krzmarzick, Administrative Services Supervisor, Juvenile Department, ext. 8788
Contract No.	Grant Agreement 260-18-001

BACKGROUND:

The Clackamas County Juvenile Department (CCJD), Clackamas County Sheriff's Office (CCSO) and Clackamas County Health, Housing and Human Services (H3S) recognize a need to serve children and youth identified as Commercially Sexually Exploited Children (CSEC) or at risk of exploitation who are involved with the juvenile justice system and/or involved jointly with the juvenile justice and child welfare systems. Commercially Sexually Exploited Children is defined as minors whose sexual abuse has been entirely, or at least primarily, for financial or other economic reasons as defined in ORS Chapters 163 and 167. The economic exchanges involved may be either monetary or non-monetary (i.e. food, shelter, drugs). We support a system of care that promotes and sustains a youth's recovery from a variety of risk factors by identifying and building upon the strengths and competencies while maintaining community safety and accountability.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Grant Award.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

CLACKAMAS COUNTY, OREGON GRANT AGREEMENT 260-18-001	
Project Name: Commercially Sexually Exploited Children (CSEC) Grant	
This Agreement is between Clackamas County , Oregon, acting by and through its Juvenile Department and SAFETY COMPASS an Oregon Nonprofit Organization.	
Clackamas County Data	
Fiscal Representative: Ed Jones	Program Manager: Katie Anderson
Clackamas County Juvenile Department 2121 Kaen Road Portland, OR 97045 503.650.3169 Ejones@co.clackamas.or.us	Clackamas County Juvenile Department 2121 Kaen Road Portland, OR 97045 503.650.3180 KAnderson2@co.clackamas.or.us
Safety Compass Data	
Finance/Fiscal Representative: Esther Nelson	Program Representative: Esther Nelson
Safety Compass 3000 Market St NE Suite 507 Salem OR 97301 971.235.0021 esther@safetycompass.org	Safety Compass 3000 Market St NE Suite 507 Salem OR 97301 971.235.0021 esther@safetycompass.org
DUNS/FEIN: 81-2174742	

RECITALS

1. The Clackamas County Juvenile Department Clackamas County ("COUNTY"), in conjunction with the Clackamas County Sheriff's Office ("CCSO") and Clackamas County Health, Housing and Human Services ("H3S") recognize a need to serve children and youth identified as Commercially Sexually Exploited Children ("CSEC") or at risk of exploitation who are involved with the juvenile justice system and/or involved jointly with the juvenile justice and child welfare systems. Commercially Sexually Exploited Children is defined as minors whose sexual abuse has been entirely, or at least primarily, for financial or other economic reasons as defined in ORS Chapters 163 and 167. The economic exchanges involved may be either monetary or non-monetary (i.e. food, shelter, drugs). We support a system of care that promotes and sustains a youth's recovery from a variety of risk factors by identifying and building upon the strengths and competencies while maintaining community safety and accountability.
2. Safety Compass ("RECIPIENT") is a not-for-profit organization whose mission is to offer support for survivors of commercial sexual exploitation and sex-trafficking, navigating the criminal and social justice systems in the mid-Willamette valley, Oregon. Safety Compass offers resource referrals for rural survivors of domestic and sexual violence, in-person support for survivors, online support for families of missing and chronically exploited youth and adults, specialized training for professionals and community members, and advocacy during law enforcement interviews. Safety Compass is committed to collaboration with law enforcement and social services providers, believing collaboration is the most effective method to achieving criminal and social justice.
3. COUNTY selected RECIPIENT through a competitive process to implement a program capable of providing 24-hour availability of advocacy and support services for CSEC identified youth located or exploited within Clackamas County. Services will be youth and family-focused, culturally and linguistically appropriate, incorporate evidence-based and/or promising practices service modalities, is trauma informed, holds the highest standards of ethical and confidential practices and is integrated into the larger community and system of care. This award is funded with County General Funds and is subject to the availability of said funds.

4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **September 1, 2018** and not later than **June 30, 2023**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. The funding period for future years will be **July 1st through June 30th**.
2. **Program.** The Program is described in Attached Exhibit A: RECIPIENT Statement of Program Objectives. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** This Agreement is funded with County General Funds. The maximum grant amount, between September 1, 2018 and June 30, 2023 that COUNTY will pay, will not exceed **\$237,053**, and is subject to availability of continued funding. 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: Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
 - 4.1. Funding per period
 - 4.1.1. September 1, 2018 – June 30, 2019: \$41,653
 - 4.1.2. July 1, 2019 – June 30, 2020: \$48,850
 - 4.1.3. July 1, 2020 – June 30, 2021: \$48,850
 - 4.1.4. July 1, 2021 – June 30, 2022: \$48,850
 - 4.1.5. July 1, 2022 – June 30, 2023: \$48,850
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. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before RECIPIENT 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 with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
9. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles ("GAAP") or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Personnel.** If RECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, RECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not RECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Program Budget. RECIPIENT may not transfer grant funds *between* budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- e) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
- f) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period. Cost incurred prior or after this date will be disallowed.
- g) **Match.** Matching funds are not required for this Agreement.
- h) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end of each month.
- i) **Performance Reporting.** RECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: RECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement (including back-up documentation, i.e. finance system report, receipts, mileage reimbursement log, etc.). All reports must be submitted on RECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of RECIPIENT.
- j) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- k) **Monitoring.** RECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY, the Secretary of the State of Oregon, and its duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT 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.
- l) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2019), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- m) **Failure to Comply.** RECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or

misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original Agreement and all associated amendments.

11. Compliance with Applicable Laws

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

12. State Procurement Standards

- a) County’s performance under the Agreement is conditioned upon RECIPIENT’s compliance with, and RECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board (“LCRB”) regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) 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 in excess of \$5,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the RECIPIENT. Justification for sole-source procurement in excess of \$5,000 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. Intergovernmental agreements are excluded from this provision.
- d) RECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. RECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded 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.

- e) RECIPIENT agrees that, to the extent they use contractors or subcontractors, RECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

13. General Agreement Provisions.

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this Agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate with an endorsement for Abuse and Molestation coverage in the amount of not less than \$1,000,000 combined single limit coverage, for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT's 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 \$500,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$2,000,000 combined single limit per occurrence for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials 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) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30-day notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A-or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and 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. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY. RECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval.
 - d) **Independent Status.** RECIPIENT is independent of COUNTY and will be responsible for any Federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and RECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the Federal courts, in the United States District Court for the State of Oregon.
 - g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
 - h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
 - i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
 - j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
 - k) **Integration.** This Agreement contains the entire Agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or Agreements.

(Signature Page follows)

SIGNATURE PAGE TO RECIPIENT AGREEMENT

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

CLACKAMAS COUNTY, OREGON

SAFETY COMPASS

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

By: _____
Jim Bernard, Chair


Dated: _____

By: _____
Recording Secretary

Dated: _____

Approved to Form

By: Approved 10/4/18
Jeffrey Munns, County Counsel

By: 
Esther Nelson, CEO

Dated: Oct 16 2018

- Exhibit A: RECIPIENT Statement of Program Objectives
- Exhibit B: RECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Request for Reimbursement

**EXHIBIT A
STATEMENT OF PROGRAM OBJECTIVES**

BACKGROUND INFORMATION

The mission of the Clackamas County Juvenile Department is to provide prevention, intervention and juvenile justice services to youth and families so they can experience positive change, repair harm to victims, and become contributing members of our community.

The Clackamas County Juvenile Department (CCJD), Clackamas County Sheriff's Office (CCSO) and Clackamas County Health, Housing and Human Services (H3S) recognize a need to serve children and youth identified as Commercially Sexually Exploited Children (CSEC) or at risk of exploitation who are involved with the juvenile justice system and/or involved jointly with the juvenile justice and child welfare systems. Commercially Sexually Exploited Children is defined as minors whose sexual abuse has been entirely, or at least primarily, for financial or other economic reasons as defined in ORS Chapters 163 and 167. The economic exchanges involved may be either monetary or non-monetary (i.e. food, shelter, drugs). We support a system of care that promotes and sustains a youth's recovery from a variety of risk factors by identifying and building upon the strengths and competencies while maintaining community safety and accountability.

GOAL

To provide 24-hour availability for advocacy and support services for children and youth ages 24 and younger who have been CSEC identified or at risk of exploitation and their families/caregivers. In addition to direct advocacy and support services for youth and families, this work will include phone service, availability to the general public and physical response to sites for crisis and 911 dispatch.

PROGRAM DESCRIPTION

The Program will provide the following service Components:

- 1) Whenever possible, meet youth and families/caregivers (as appropriate) in a safe, self-selected and convenient community or office location.
- 2) Twenty-four hours/seven days a week (24/7) availability for phone call support and physical response to sites for crisis and 911 dispatch.
- 3) Crisis response services should entail immediate, 24/7 callout for Law Enforcement Agency (LEA) or Juvenile Department requests (1 hour response time to scene). Response should be prioritized for LEA and emergency medical environments and include safety planning and emergency placement service coordination
- 4) Culturally responsive direct advocacy, outreach and engagement services may be conducted by both trained volunteers and staff members with the purpose of:
 - a. Services should support the overall welfare of youth seeking safety related to sex trafficking victimization. (Direct service should make up 70% of total staff work hours.)
 - b. Services can take place 24/7 and at the request of any designated community partner (i.e. LEA, CCSO, Juvenile Intake and Assessment Center [JIAC], hospital emergency room worker, etc.).
 - c. Engaging youth into safety and treatment with a mental health provider and/or appropriate services.
 - d. Providing families/caregivers education and support to protect youth by providing an understanding of CSEC experiences and recovery as appropriate.
 - e. Intensive case management, referring and linking to needed resources and support, including but not limited to housing, vocation, education, benefits acquisition, medical and mental health services.
 - f. Harm reduction interventions and education.
 - g. Navigation assistance with multiple systems that support self-advocacy, self-sufficiency and resiliency.
- 5) Service provision can take place anywhere within our service jurisdiction which includes Clackamas County and other surrounding Counties.
- 6) Coordination of case management services should occur with the CCJD, Clackamas County H3S and Clackamas Branch of the State Department of Human Services (DHS) as applicable.
- 7) Training: Agency staff members should provide training activities focused on preventing, recognizing and reacting responsibly to issues surrounding commercial sexual exploitation of children. Training activities should make up 20% of total staff work hours. Trainings can take place anywhere within Clackamas County and surrounding Counties. Training efforts should be targeted to impact the community's wellbeing. Successful applicant will participate in the Clackamas County Human Trafficking Multi-Disciplinary Team (MDT) and support MDT initiatives.

**EXHIBIT B
 PROGRAM BUDGET**

Organization: Safety Compass	
Funded Program Name: Commercially Sexually Exploited Children (CSEC) Grant	
Program Contact: Esther Nelson	
Agreement Term: 9/1/18 - 6/30/2023	
Approved Award Budget Categories	Approved Award
Personnel (List salary, FTE & Fringe costs for each position)	
FTE & Fringe	\$ 37,984.00
Total Personnel Services	\$ 37,984.00
Supplies	
Phone (cell)	\$ 650.00
General Supplies	\$ 1,000.00
Travel	
Mileage (.545/mile x 3,705 miles)	\$ 2,019.00
Total Programmatic Costs	\$ 3,669.00
Total Grant Costs	\$ 41,653.00

**EXHIBIT C
 PERFORMANCE REPORTING REQUIREMENTS**

Program Objective	Outcome		Suggested Outputs Reported (Monthly, Quarterly & Annually)
Address trauma associated with the CSEC population On-going engagement with CSEC identified children and youth	Increased feelings of respect by youth and family/caregiver, feelings of inclusion with service coordination and they report an increased understanding of CSEC experiences and recovery needs	1.1	# of victims served # of youth in each age group monthly (current age): a) ≥ 11 yrs, b) 12 yrs c) 13 yrs d) 14 yrs e) 15 yrs f) 16 yrs g) 17 yrs h) 18 yrs i) 19 yrs j) 20 yrs k) 21 yrs l) 22 yrs m) 23 yrs n) 24 yrs
		1.2	# of service referrals
		1.3	# of clients spent more than 2 hours / less than 2 hours, monthly
		1.4	# of face to face contacts
		1.5	# of phone call responses
Development of safety plans for every child or youth engaged and receiving on-going program services	Decrease in juvenile recidivism and criminal justice encounters	2.1	# of safety plans developed
		2.2	# of youth receiving on-going program services
Meet the immediate basic needs of children and youth through service connection (e.g. housing resources, food, clothing, medical care, etc.).	Increased enhancement of competencies and life skills	3.1	# of competencies trainings offered
		3.2	# of youth enrolled/completed competencies offered
	Increase in safe housing	3.3	# of youth placed in safe housing
		3.4	# of emergency shelter resources identified with established protocols for system delivery
		3.5	# of medical referrals
		3.6	# of resource referrals provided
Successfully linking children and youth to on-going mental health services Address trauma associated with the CSEC population	Increased successful engagement and/or completion of mental health treatment (individual and/or family)	4.1	# of mental health referrals
		4.2	# of mental health treatment programs engaged with (1 or more sessions)
		4.3	# of mental health treatment programs successfully completed

Program Objective	Outcome		Suggested Outputs Reported (Monthly, Quarterly & Annually)
On-going advocacy for children and youth (e.g. participating in treatment teams, coordination with county partners, CSEC case reviews with CCJD, attending trafficker prosecution court hearings, etc.)	Decrease in juvenile recidivism and criminal justice encounters	5.1	# of treatment team meetings attended
		5.2	# of case review meetings attended
		5.3	# of trafficker prosecution court hearings attended
		5.4	# of Human Trafficking MDT meetings conducted and list of activities/projects and/or accomplishments
24/7 crisis response and support services	Decrease in juvenile recidivism and criminal justice encounters	6.1	# of crisis call outs to LEA
		6.2	# of crisis call outs to JIAC
		6.3	# of crisis call outs to other community partners
		6.4	# of victims assisted
		6.5	# of emergency placements
Training: Agency staff members should provide training activities focused on preventing, recognizing and reacting responsibly to issues surrounding commercial sexual exploitation of children	Increase in responsiveness to LEA and community needs	7.1	# of trainings conducted
	Increased awareness from community based trainings on prevention, recognition and responsiveness	7.2	# of law enforcement personnel trained
		7.3	# of Community Stakeholders trained

REPORTING FREQUENCY

Reporting data should be collected per month and should be submitted to the COUNTY quarterly by the 20th of the month following the end of the quarter (10/20/18, 1/20/19, 4/20/19, and 7/20/19).

**EXHIBIT D
 REQUEST FOR REIMBURSEMENT**

CLACKAMAS COUNTY JUVENILE DEPARTMENT					
Organization:	<i>Safety Compass</i>		CLAIM PERIOD:	Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.	
Funded Program Name:	<i>Commercially Sexually Exploited Children (CSEC)</i>				
Program Contact:	<i>Esther Nelson</i>		Sep-18		
Agreement Term:	<i>9/1/18 - 6/30/2023</i>				
Agreement Number:					
Category	Approved Grant Amount	Billing Expenditure	Total Billing Expenditure	YTD Grant Expenditure	Balance
Personnel (List salary, FTE & Fringe costs for each position)					
FTE & Fringe	\$ 37,984.00	\$ -	\$ -	\$ -	\$ 37,984.00
	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel Services	\$ 37,984.00	\$ -	\$ -	\$ -	\$ 37,984.00
Supplies					
Phone	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00
General Supplies	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
Travel					
Mileage (.545/mile x 3705 mi)	\$ 2,019.00	\$ -	\$ -	\$ -	\$ 2,019.00
Total Programmatic Costs	\$ 3,669.00	\$ -	\$ -	\$ -	\$ 3,669.00
Total Grant Costs	\$ 41,653.00	\$ -	\$ -	\$ -	\$ 41,653.00



November 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Willamette Falls Legacy Project Rediscover the Falls 2018-19 Grant Agreement by and among Metro, the City of Oregon City, Clackamas County, and Rediscover the Falls, an Oregon nonprofit public benefit corporation

Purpose/Outcomes	Participate in an agreement to provide additional grant funding to Rediscover the Falls (“RTF”) to support ongoing efforts to create public open space and a pedestrian parkway on the former site of the Blue Heron Paper Mill in Oregon City, and to provide the public unobstructed views of the Willamette River and Willamette Falls.
Dollar Amount and Fiscal Impact	\$50,000 for FY 18/19, to be paid by Clackamas County, with matching funding commitments from Oregon City and Metro.
Funding Source	Business & Community Services (BCS) Economic Opportunity Fund
Duration	The agreement expiration date is June 30, 2019
Strategic Plan Alignment	<ul style="list-style-type: none">• Grow a vibrant economy• Honor, utilize, promote and invest in our natural resources
Previous Board Action	<i>July 20, 2017 BCC Business meeting:</i> Approval of an Amendment and Restatement of Interim Agreement by and among Metro, the City of Oregon City, and Rediscover the Falls, an Oregon nonprofit public benefit corporation (“RTF”)
Contact Person	Laura Zentner, BCS Director, 503-742-4351 Greg Williams, BCS Deputy Director, 503-742-4399

BACKGROUND:

Rediscover the Falls (“RTF”) is a registered 501(c)(3) nonprofit organization established in 2015 to be the friend-building and private fundraising arm of the Willamette Falls Legacy Project (“WFLP”).

RTF is managed by a full-time Executive Director, employs a full-time Development Director, and receives administrative support through a business services agreement with the Downtown Oregon City Association. RTF is governed by a volunteer Board of Directors comprised of business and industry professionals, labor and civic leaders, professional fundraisers, environmental conservationists, engaged citizens, and others.

RTF’s initial funding is provided through an agreement with Metro, the City of Oregon City, and Clackamas County (the “Public Partners”). This partnership between RTF and the Public Partners is critical to ensuring the long-term success of both RTF and the WFLP. The Public Partners have pledged \$300,000 in support over two years; in FY 17/18, the Public Partners provided \$150,000 to RTF, with Clackamas County contributing \$50,000. For FY 18/19, the Public Partner commitment will be the same, with Clackamas County once again contributing \$50,000.

The County's contribution is accomplished by reducing the contractual arrangement with Summit Strategies for federal funding lobbying for the WLFP; RTF may have a higher likelihood of raising local donations than Summit Strategies might have in helping secure federal funds for the WFLP.

In their Interim Agreement Progress Report for FY17/18, RTF reported progress on implementing a staffing plan (including the hiring of an Executive Director and Campaign Director), securing new office space, and RTF Board approval of a formal campaign preparation plan that included a strategic plan, a proposed campaign structure, and high-level development-related policies.

County Counsel has reviewed and approved the Willamette Falls Legacy Project Rediscover the Falls 2018-19 Grant Agreement for consideration and approval of the Board.

RECOMMENDATION:

Staff respectfully recommends the Board approve the Willamette Falls Legacy Project Rediscover the Falls 2018-19 Grant Agreement and authorize Don Krupp, County Administrator, to sign the Agreement.

ATTACHMENTS:

Metro-Oregon City-Clackamas County-Rediscover the Falls Interim Agreement Progress Report (July 1, 2017 – June 30, 2018)

Respectfully submitted,

Laura Zentner, CPA
Director, Business & Community Services

RECORDING MEMO

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

ORIGINATING COUNTY DEPARTMENT:

Business & Community Services (BCS) Economic Opportunity Fund

PURCHASING FOR: N/A

OTHER PARTY TO
CONTRACT/AGREEMENT:

Willamette Falls Legacy Project Rediscover the Falls, Metro and City
of Oregon City

BOARD AGENDA DATE: November 1, 2018

AGENDA ITEM NUMBER: _____

PURPOSE: *(this should be the title of your staff report.)*

Approval of a Willamette Falls Legacy Project Rediscover the Falls 2018-19
Grant Agreement by and among Metro, the City of Oregon City, Clackamas
County, and Rediscover the Falls, an Oregon nonprofit public benefit
corporation

WILLAMETTE FALLS LEGACY PROJECT

REDISCOVER THE FALLS

2018-19 GRANT AGREEMENT

This Grant Agreement (this “Agreement”) is entered into effective as of _____, 2018 (the “Effective Date”), by and among Metro, an Oregon municipal corporation (“Metro”), The City of Oregon City, an Oregon municipal corporation (“Oregon City”), Clackamas County, an Oregon municipal corporation (the “County”), and Rediscover the Falls, an Oregon nonprofit public benefit corporation (“RTF”). Metro, Oregon City, the County, and RTF may be referred to herein individually as a “Party,” or collectively as the “Parties.” Metro, Oregon City, and the County are collectively referred to in this Agreement as the “Public Partners.”

RECITALS

A. RTF is a volunteer support group for the Willamette Falls Legacy Project, which project will, among other things, create public open space and a pedestrian parkway on the former site of the Blue Heron Paper Mill in Oregon City (the “Property”) to provide the public unobstructed views of the Willamette River and Willamette Falls (the “Legacy Project”).

B. The Public Partners have supported the creation and growth of RTF, and wish to provide additional grant funding to help RTF launch its first capital campaign to support the first phase of the Legacy Project, known as the “riverwalk.”

AGREEMENT

In consideration of the foregoing, and the mutual covenants and conditions contained herein and for other good and valuable consideration, the Parties agree as follows:

1. **Term.** The term of this Agreement commences on the Effective Date and expires on June 30, 2019.

2. **Capital Fundraising & Development.**

2.1. **Capital Projects List.** RTF will create a list of capital projects connected with the riverwalk for which RTF will seek funding (“Capital Projects List”). The Capital Projects List will be based on the most current plans for the riverwalk. Notwithstanding anything to the contrary, the Public Partners retain the authority to determine the sequence of construction of the riverwalk, in the Public Partners’ sole discretion.

2.2. **Campaign Case Statement.** RTF will develop a capital campaign case statement (the “Campaign Case Statement”), which will describe the scope and goals of a capital fundraising campaign for the riverwalk.

2.3. **Campaign Action Plan.** RTF will create a campaign action plan, which will identify and describe the activities to be undertaken as part of RTF’s capital campaign (the “Campaign Action Plan”). The Campaign Action Plan will include the following elements: a

campaign pyramid, top 100 qualified prospects, a communications plan, feasibility analysis, foundation strategy, individualized solicitation strategies, metrics for measurable progress, milestones for reporting, and a donor packet (including project overview, budget, letters of support, media articles, etc.)

2.4. Collaboration; Implementation. RTF will develop the Capital Projects List, the Campaign Case Statement, and the Campaign Action Plan and its elements in collaboration with the Public Partners, and these deliverables will be subject to the prior review and approval of the Public Partners. Following completion and approval by the Public Partners of the Capital Projects List, Campaign Case Statement, and Campaign Action Plan, RTF will begin implementation of the Campaign Action Plan.

2.5. Use of Donated Funds. RTF will use any funds and donations secured by RTF to support the organizational capacity of RTF while maximizing support for the riverwalk and the capital project(s) for which the funds were donated. No more than 20% of the funds and donations raised will be used for RTF's administrative operation costs or expenses.

3. **Organizational Development.**

3.1. Develop Business Plan. RTF will develop a business plan, which plan will: (a) prioritize using RTF's financial resources to ensure organizational capacity and fundraising success; (b) develop mid- and long-term RTF operational funding plans (not connected to any capital campaign); (c) identify "friend-raising" roles and goals; and (d) identify achievable level of community engagement by RTF, such as site tours, donor prospecting, leadership recruitment, and other events.

3.2. Update RTF Leadership Structure. RTF will endeavor to increase the number of people on its governing board by at least 3 and not more than 12.

3.3. Policies and Procedures. RTF will develop comprehensive financial, investment, and giving policies and procedures in accordance with non-profit best practices.

4. **Organizational Maintenance.**

4.1. Corporate and Tax-Exempt Status. RTF will maintain its tax exempt status under Section 501(c)(3) of the Internal Revenue Code. RTF will maintain articles of incorporation establishing that the sole purpose of RTF is to support and benefit the Legacy Project. RTF will promptly provide the Public Partners with written notice and an updated copy of its articles of incorporation and corporate bylaws if they are amended, restated or otherwise changed.

4.2. Books and Records. RTF will maintain all of its records relating to this Agreement, such as accounting records and receipts for costs incurred, on a generally accepted accounting principles, on its own equipment. RTF will prepare and maintain a budget that will allow completion of the requirements of this Agreement. The Public Partners will have the opportunity to inspect and/or copy such records. In addition, the public partners will be provided an electronic copy of a financial report on a quarterly basis.

4.3. Annual Report. RTF will prepare an annual report of its activities and accomplishments and deliver the annual report to the Public Partners on or prior to the expiration of the term of this Agreement.

4.4. Board Meetings. RTF will provide the Public Partners reasonable advance notice of its board meetings.

5. **Approvals; Approval Standards.** The Legacy Project Manager may, on behalf of the Public Partners, approve or disapprove deliverables provided by RTF under this Agreement. As of the Effective Date, the Legacy Project Manager is Brian Moore, brian.moore@oregonmetro.gov. The Public Partners may change the party authorized to issue approvals on their behalf by written notice delivered to RTF signed by all of the Project Partners. Except where expressly stated elsewhere in this Agreement, approval by Public Partners' of any RTF deliverable will not be unreasonably withheld, conditioned or delayed.

6. **Responsibilities of the Public Partners; Funding.**

6.1. The Public Partners will invite RTF to all riverwalk and Legacy Project public and VIP events. RTF will invite the Public Partners to all RTF events.

6.2. The Public Partners will keep RTF apprised of developments in the permitting and construction of the riverwalk and include RTF in the process, including without limitation, providing an update at every RTF board meeting. Oregon City, the County and Metro will each send at least one staff representative to all RTF board meetings.

6.3. Promptly following execution of this Agreement, Oregon City will provide RTF with a \$50,000 grant payment. At the end of the first quarter, second quarter and third quarter of the term of this Agreement, RTF will send a statement to the Public Partners describing work and deliverables completed during such quarter. After receipt of each statement, Metro and/or the County will provide grant payments to RTF in accordance with the procedures described in Exhibit A attached to this Agreement and the schedule of grant payments below. Statements will include the information set forth on Exhibit A to this Agreement, and will be submitted to the Public Partners in accordance with the procedures set forth on Exhibit A.

Execution of Agreement:	\$50,000 - to be paid by Oregon City
1st Quarter (July-Sept.):	\$40,000 - to be paid by Metro
2nd Quarter (Oct.-Dec.):	\$30,000 - to be paid by the County
3rd Quarter (Jan.-March):	\$30,000 - to be paid 1/3 by Metro and 2/3 by the County

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

7. **Communications.**

7.1. Project Communications. RTF acknowledges and agrees that the Public Partners determine the Legacy Project's communications strategy. All written public

communications by RTF regarding the riverwalk and the Legacy Project will be subject to the prior approval of the Public Partners. The Public Partners will provide RTF with the key project messages, and RTF will adhere to these messages in its communications. RTF will permit the Public Partners to review and approve any promotional materials prepared by RTF. Metro grants permission to RTF to use the name “Rediscover the Falls.”

7.2. **RTF Communications.** The Public Partners will provide RTF with the opportunity to review publicity and printed materials produced by the Public Partners regarding RTF, and to review and approve communications regarding RTF by the Public Partners.

8. **Property Tours.** The Easement Agreement between Metro and Falls Legacy, LLC, dated December 15, 2014, recorded December 17, 2014 in the Clackamas County Official Records as Doc. No. 2004-064826 (the “Riverwalk Easement”), allows Metro and its assigns to conduct site tours and outreach efforts on the Property. Metro hereby grants to RTF a revocable license to conduct tours of the Property in accordance with this Section 8. Prior to conducting any tours, Metro and RTF will agree, each in their sole discretion, on tour guide qualifications, tour guide training requirements, tour route and content, tour materials (including handouts and participant liability waivers), pre-tour procedures and scheduling arrangements and the like (collectively, the “Tour Procedures”). When Metro and RTF have agreed to the Tour Procedures, Metro will provide RTF written notice setting forth the complete Tour Procedures, and RTF may thereafter commence providing tours in accordance with the Tour Procedures. Prior to commencing any tours, RTF will comply with the insurance requirements in Section 10, below.

9. **Termination.** This Agreement may be terminated by any Party for cause, subject to the requirements set forth in this section.

9.1. **Termination for Cause.** If any Party determines that a material breach of the terms of this Agreement has occurred, the aggrieved Party will promptly provide written notice of the breach to the other parties, reasonably documenting the breach and demanding that the breach be cured. The breaching Party will thereafter cure said breach within 10 days of receipt of said notice. If the breaching Party fails to so cure, or under circumstances where the breach cannot reasonably be cured within a 10-day period, fails to begin curing such violation within the 10-day period, or after 10 days has expired, fails to continue diligently to cure the breach until finally cured, the aggrieved Party may, at its sole discretion, immediately withdraw as a party to this Agreement, or if there are only two parties to the Agreement, terminate this Agreement. The exercise of this termination right will not extinguish or prejudice the terminating Party’s right to seek damages and enforcement of the terms of this Agreement in a court of competent jurisdiction with respect to any breach that has not been cured.

9.2. **Dissolution.** If RTF must dissolve, after payment or provision for payment of all RTF liabilities, the assets of RTF will be distributed one-third (1/3) each to each Public Partner to be used by the Public Partners for the purpose of the Legacy Project.

10. **Insurance.** RTF will provide the Public Partners with a certificate of insurance complying with this Section within thirty (30) days after the Effective Date. Notice of any material change or policy cancellation must be provided to the Public Partners thirty (30) days prior to any change. All policies must name Metro, the County and Oregon City, and their elected officials,

officers, employees and agents, as additional insureds. RTF's coverage will be primary as respect to Metro, the County and Oregon City. Prior to RTF providing any tours of the Property, as set forth in Section 8, above, Falls Legacy, LLC (and any successor-in-interest to any portion of the Property) must be named as an additional insured on all RTF policies, as well.

10.1. The most recently approved ISO (Insurance Services Offices) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, providing coverage against claims for bodily injury, death, personal injury, property damage, contractual liability, premises and products/completed operations.

10.2. Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, including loading and unloading operations. If coverage is written with an aggregate limit, the aggregate limit may not be less than \$1,000,000.

10.3. Nonprofit Directors and Officers Insurance to protect the directors, officers and board members (past, present, and future) of RTF with limits of not less than \$1,000,000.

10.4. Workers' Compensation. All subject employers working under this Agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. RTF will maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

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

11. **Indemnification.**

11.1. RTF agrees to defend, indemnify and hold harmless Metro, Oregon City, and the County, their elected officials, officers, agents and employees, against all loss, damages, expenses, and liability, whether arising in tort, contract or by operation of any statute or common law, relating to or arising out of RTF's performance of, or failure to perform, its promises in this Agreement.

11.2. The County will defend, indemnify and hold harmless RTF, Oregon City, and Metro, and their officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to the County's performance of, or failure to perform, its promises in this Agreement, subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30.

11.3. Metro will defend, indemnify and hold harmless RTF, the County and Oregon City and their officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to Metro's performance of, or failure to perform, its promises

in this Agreement, subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30.

11.4. Oregon City will defend, indemnify and hold harmless RTF, the County, and Metro, and their officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to Oregon City's performance of, or failure to perform, its promises in this Agreement, subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30.

11.5. The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit of the Parties, and their respective elected officials, officers, employees, and agents, and will survive termination or expiration of this Agreement. They are not intended, nor may they be construed, to confer any rights on or liabilities to any person or persons other than the Parties and their respective elected officials, officers, employees and agents.

12. **Miscellaneous Provisions.**

12.1. Counterparts. This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

12.2. Assignment. This Agreement may not be assigned in whole or in part without the express written approval of all of the Parties.

12.3. Authorization. The Parties have obtained all approvals required by law, bylaws, operating agreements, and pertinent corporate documents in order to enter into this Agreement.

12.4. No Joint Venture; Several Obligations. The Parties agree that, during the term hereof, each Party will act in its individual capacity and not as agents, employees, partners, joint ventures or associates of one another, and that nothing in this Agreement, nor the Parties' acts or failures to act hereunder, may constitute or be construed by the parties, or by any third person, to create an employment, partnership, joint venture, association or joint employer relationship between them. The Parties agree that, as independent and separate entities, each will maintain a management structure independent of the other during the term hereof. The agreements of Metro, the County, and Oregon City under this Agreement are several (and not joint) in all respects.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties on the matter addressed herein, and supersedes all prior or contemporaneous oral or written communications, agreements or representations relating to its subject matter. No waiver, consent, modification or change of terms of this Agreement will bind any Party unless in writing and signed by all Parties.

12.6. No Waiver. The failure of a Party to enforce any provision of this Agreement will not constitute a waiver by any Party of that or any other provision.

12.7. Notices. Notices will be deemed received upon personal service or upon deposit in the United States Mail, certified mail, postage prepaid, return receipt requested addressed as follows:

To RTF: Rediscover the Falls
PO Box 2588
Oregon City, OR 97045

To Metro: Metro
Office of Metro Attorney
600 NE Grand Avenue
Portland, Oregon 97232-2736

To Oregon City: City of Oregon City
Office of the City Manager
PO Box 3040
Oregon City, OR 97045

To County: Clackamas County
Business & Community Services
150 Beaver Creek Road
Oregon City, OR 97045

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above will be effective when received by the Party for whom it is intended.

12.8. No Benefit to Third Parties. Metro, Oregon City, the County and RTF are the only Parties to this Agreement and as such are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

12.9. Severability. If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any other respect, then such provision or provisions will be deemed null and void and will not affect the validity of the remainder of the Agreement, which will remain operative and in full force and effect to the fullest extent permitted by law.

[Signatures follow on next page; remainder of page left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

METRO

REDISCOVER THE FALLS

By: _____
Martha J. Bennett, Chief Operating Officer

By: _____
Andrew Mason, Executive Director

OREGON CITY

CLACKAMAS COUNTY

By: _____
Anthony J. Konkol, III, City Manager

By: _____
Don Krupp, County Administrator

EXHIBIT A

Invoice Requirements

1. RTF will send its statements to Metro, Oregon City, and the County.
 - To Metro: the statement will be sent to brian.moore@oregonmetro.gov and metroaccountspayable@oregonmetro.gov, and the statement will include the Metro contract number and RTF's name in the email subject line.
 - To Oregon City: the statement will be sent to LTerway@orcify.org.
 - To County: the statement will be sent to LZentner@clackamas.us, and the statement will include RTF's name in the email subject line.

2. The statement will include:
 - The Metro contract number
 - RTF's name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and deliverables completed during the prior quarter.

3. With respect to the grant payments to be made by Metro, or Metro and the County, per the schedule below, Metro and the County (as applicable) will make the payment on a Net 30 day basis upon approval of the invoice.

Execution of Agreement:	\$50,000 - to be paid by Oregon City
1st Quarter (July-Sept.):	\$40,000 - to be paid by Metro
2nd Quarter (Oct.-Dec.):	\$30,000 - to be paid by the County
3rd Quarter (Jan.-March):	\$30,000 - to be paid 1/3 by Metro and 2/3 by the County



METRO – OREGON CITY – CLACKAMAS COUNTY - REDISCOVER THE FALLS INTERIM AGREEMENT PROGRESS REPORT

Name of organization reporting: Rediscover the Falls (RTF)

Project Name: WFLP Riverwalk

Contact person & title: Andrew Mason, Executive Director

Phone and email address: 503-994-6800, andrew@friendsofwflp.org

Progress Report Period: from: July 1, 2017 – June 30, 2018

Purpose Statement: Rediscover the Falls serves as the friend-building and fundraising arm of the Willamette Falls Legacy Project.

Vision: World-class public access to Willamette Falls through an experience that honors the site's historical and cultural significance, repairs and conserves the natural habitat, and strengthens the regional economy.

Mission: To champion and sustain a world-class Willamette Falls experience that offers year-round access to the grandeur of the Falls, historic and cultural interpretation, healthy habitat, public open spaces, and showcases the hospitality of historic Oregon City.

2017-2020 Strategic Priorities:

- Spearhead private fundraising campaign
- Advance community engagement relating to Willamette Falls Legacy Project initiatives
- Ensure Rediscover the Falls is a fully functioning and sustainable organization

Agreement Summary and Progress to-date

Rediscover the Falls met and exceeded the majority of the goals outlined in the Metro – Oregon City – Rediscover the Falls agreement which began in January 2016 and was renewed June 2017 with the exception of completing a feasibility study. Emphasis has been on strengthening the organization in preparation for a campaign.

Guided by the four core values of healthy habitat, public access to Willamette Falls, historic and cultural interpretation, and economic development (the “Four Core Values”), the Public Partners, in collaboration with the State of Oregon and Clackamas County, have completed conceptual design and formally adopted a master plan for public open space and a pedestrian parkway on the Project Site that will provide unobstructed views of the Willamette River and Willamette Falls (the “Riverwalk”). They have started to address the infrastructure and economic development needs of the entire Project Site.

The Project Site has the potential to serve as a gateway to Willamette Falls on the Willamette River, creating a new Oregon Landmark. The falls are directly adjacent to the Project Site, which will have a positive impact on the future of Oregon City and the surrounding region. These work efforts are known collectively as the “Willamette Falls Legacy Project.” The Parties acknowledge that the success of the Willamette Falls Legacy Project requires significant public and private support. The Parties entered into an agreement to help launch RTF as a thriving volunteer support group for the WFLP.

The Agreement further required RTF to identify appropriate staffing models and administrative overhead to fully achieve its mission to raise friends and funds for the Riverwalk project. The Agreement deliverables also included: a strategic plan, fundraising goals, communication materials and organizational capacity building.

The overarching goals of the Agreement include:

- Ensuring Rediscover the Falls is a fully functioning organization.
- Planning and preparing for a major capital campaign in support of the Riverwalk.
- Advancing communications and engagement support for the WFLP.

The following progress report is intended to summarize the work Rediscover the Falls, in partnership with the Willamette Falls Legacy Project partners, has achieved July 2017 – June 2018 as it moves the project goals forward in preparation for a major Riverwalk capital campaign.

Ensuring Rediscover the Falls is a fully functioning organization.

In accordance our last year’s staffing plan and recommendations, RTF recruited and hired its first permanent executive director. RTF later completed a subcontract with a development associate and also recruited and hired a campaign director (scheduled to begin July 2018). We have retained Campbell & Co. as campaign counsel. The organization completed HR policies and a personnel handbook. These significant achievements lay the foundation for bringing on additional staff and strengthening the organization. RTF continues to subcontract with the Downtown Oregon City Association (DOCA) for technology and business services.

RTF also secured new office space, generously provided by Oregon City at \$1/month in its newly renovated Community Development office.

Moving forward we intend to continue to subcontract with DOCA for business services, depending on needed capacity.

Planning and preparing for a major capital campaign in support of the Riverwalk

Over the last year, RTF has been working in partnership with the WFLP Partners to maintain public interest through the project delays and associated challenges resulting from WFLP Partner negotiations with the site owner. Continued support of public and private tours, and social media communications have been the primary media for public engagement. These serve the secondary purpose of introducing new prospects and preliminary screening for potential interest in supporting the Riverwalk.

In January 2018 the RTF board approved a formal campaign preparation plan that included a strategic plan, a proposed campaign structure, and high-level development-related policies, including gift acceptance policies. These documents will need to be refined as the project and strategy takes shape. RTF continues to position itself to start seeking and securing philanthropic and private resources to support phase one elements of the Riverwalk project and leverage the \$19.3 million raised by the WFLP partners. RTF seeks to refine its campaign goal of \$10 million through consultation with nationally-experienced campaign counsel, Campbell & Co. The formal goal will triangulate between Campbell's assessment of RTF capacity and Riverwalk Phase 1 goals and needs, as defined by the WFLP Partners.

Campaign Readiness

Based on RTF's Campaign readiness indicators identified in a 2017 campaign readiness assessment continue to require detail that will be derived from the project schedule. While delays and challenges with the owner have allowed RTF to strengthen its organizational capacity and introduce the project, the lack of a concrete project schedule and budget have stalled specific campaign planning.

External readiness elements needing attention:

- Clarity on overall project plan and objectives, including timing phasing and funding strategies.
- Documented detailed business plan.
- Identified and cultivated industry investors.
- Clearly articulated case for how philanthropic dollars will be used and for which project elements.
- Top philanthropic prospects identified.
- Prospective lead donor cultivation.

Key internal readiness elements needing attention:

- Expand RTF Board leadership to include more industry and philanthropic leaders.

Board expansion requires a careful balance between local representation that demonstrates strong community connection and national-level connectors who can open doors to major campaign prospects. Board recruitment is a top priority for new RTF staff and will be conducted in conjunction with leadership gift cultivation.

Advancing communications and engagement support for the WFLP

Communications

Communications and branding are a priority moving forward. Navigating the role and brand of the WFLP partners and each partners' respective communications teams will present a challenge as RTF asserts its own communications through print and digital media to heighten brand and project awareness in preparation for a campaign. These efforts must be coordinated carefully with political efforts toward fundraising through public channels, such as bonding. After a communications strategy review during Q3 2018, RTF will revise and strengthen its strategy.

Activities completed over the last year include:

- Printed materials: an 8-page high-level campaign brochure, updated business cards and trifold brochure.
- On-going use of Digital tools: e-newsletter, e-donor thank you letters, giving website and Facebook site.

Engagement

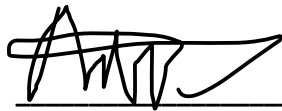
Coordinating with the WFLP Partners, RTF systematized a series of **Last Friday Tours**, attended by over 500 community and business leaders, and members of the general public. RTF will continue cultivating potential donors in preparation of its campaign launch in the coming months. RTF will also solicit capacity building grants for organizational development needs. Last year, WFLP Partner investments were augmented by support from capacity-building funds from the Jacobs Foundation and the Jackson Foundation.

RTF engaged community conversations with the Oregon City Business Association, through the Willamette Falls Storytelling Project conducted in partnership with Clackamas Community College, at Oregon City's 2017 First City Celebration.

RTF captured names and contact information for hundreds of new friends, potential volunteers and donors.

RTF sincerely thanks the WFLP partners for their dedication to the project and their highly valued and much appreciated support to our accelerating organization.

I hereby certify that the above and attached statements are true and accurate.



Andrew Mason, Executive Director

July 6, 2018



November 1, 2018

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

Members of the Board:

Approval of a Facility Use Agreement with the Clackamas County Master Gardeners Association (CCGMA) for Gardening Services at the Milwaukie Center

Purpose/Outcomes	Allows NCPRD to trade gardening space and facility use for oversight and management of the Milwaukie Center's community garden.
Dollar Amount and Fiscal Impact	An estimated \$1,500 of additional revenue annually.
Funding Source	N/A
Duration	October 1, 2018 – October 1, 2019
Previous Board Action	This agreement is renewed annually. <ul style="list-style-type: none"> 11/3/2016 BCC Business Meeting: Approved 2016-17 Agreement 1/18/2017 NCPRD Board Meeting: Approved 2017-18 Agreement
Strategic Plan Alignment	<ul style="list-style-type: none"> Build public trust through good government Ensure safe, healthy and secure communities
Contact Person	Scott Archer, NCPRD Director, 503-742-4421 Marty Hanley, Milwaukie Center Supervisor, 503-794-8058

BACKGROUND:

North Clackamas Parks and Recreation District ("NCPRD") is requesting approval of a Facility Use Agreement with the Clackamas County Master Gardeners Association (CCMGA). NCPRD has a community garden at the Milwaukie Center facility, which CCMGA prepares, monitors and manages throughout the year as part of this agreement.

If this agreement is executed, CCMGA will prepare garden beds for planting in the spring and maintain garden boxes 1, 2 and 3. CCMGA will provide a list of soil amenities and garden supplies the District must provide, as well as track and report all volunteer gardening hours to the assigned staff liaison.

In addition, CCMGA will plan and coordinate a minimum of two (2) soil testing clinics per year for the community at the Milwaukie Center and plan a minimum of three (3) educational gardening workshops for the community at the Milwaukie Center. CCMGA will follow language in all promotional information about the clinics and workshops: "in partnership with North Clackamas Parks and Recreation District."

This Facility Use Agreement has been approved by County Counsel.

RECOMMENDATION:

Staff recommend the Board approve the Facility Use Agreement with the Clackamas County Master Gardeners Association for Gardening Services at the Milwaukie Center and authorizes the Director or Deputy Director of Business and Community Services to execute the agreement.

ATTACHMENT:

Facility Use Agreement between North Clackamas Parks and Recreation District and the Clackamas County Master Gardeners Association.

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

FACILITY USE AGREEMENT
Between the North Clackamas Parks and Recreation District (NCPRD)
and Clackamas County Master Gardeners Association (CCMGA)

This Agreement entered into this 1st day of October, 2018 by and between the North Clackamas Parks and Recreation District, (hereinafter called the "District") and the Clackamas County Master Gardeners Association (hereinafter called "Contractor"):

WITNESSETH

WHEREAS, Clackamas County a political subdivision of the State of Oregon, by voter approval established the North Clackamas Parks and Recreation District, which is governed by the Clackamas County Board of Commissioners, sitting as the Board of Directors of the District, and;

WHEREAS, the District is desirous of retaining the Contractor to appoint a volunteer from the contractor's organization to provide gardening services for the Milwaukie Center Community Garden located at the Milwaukie Center.

WHEREAS, Contractor has the professional qualifications and certification with a reputable agency and is qualified to provide such program services; and

WHEREAS, District and Contractor are agreeable to the terms and conditions hereinafter set forth governing the provisions of specified services;

NOW, THEREFORE in consideration of the mutual promises and covenants contained, it is mutually agreed as follows:

A. THE CONTRACTOR AGREES TO:

1. Provide those services set forth in "Attachment A" as an independent Contractor and not as an employee or agent of the District.
2. Indemnification
Contractor agrees to indemnify hold harmless and defend District, its Directors and their officials, and every officer, employee and agent of the District from any and all liability or financial loss resulting from any suits, claims, losses or actions brought by any person or persons and from all cost and expenses of litigation brought against District, by reason of injury to any person or persons, or damage, destruction, or loss resulting from any or all wrongful or negligent acts, errors and omissions of Contractor or any employee or agent of the Contractor in the performance of the Agreement.

B. THE DISTRICT AGREES TO:

1. Utilize the following language in all promotional information about the Community Garden: "in partnership with the Clackamas County Master Gardeners Association."
2. Appoint a staff Community Garden liaison to be the contact with the CCMGA Community Garden Coordinator.
3. Advertisement of garden plots for community use within following guidelines:
 - a) priorities to be given to past garden users, age 55+ or disabled and Parks District residents further assignments on a first come, first served basis
 - b) non-residents of the District and younger people, as space permits (after May 15 of each year)
4. Provide application to prospective garden participants.
5. Ensure annual weed control in gravel pathways areas and safety/functional maintenance of Community Garden area.
6. Obtain mutually agreed upon soil amenities and garden supplies for Community Garden.
7. Provide timely communication of any concern or issue that may substantially affect this partnership or the Community Garden.
8. All Community Garden upkeep and water costs will be the responsibility of the District.
9. Provide Meeting Space at the Milwaukie Center and North Clackamas Park – Section A:

A. Milwaukie Center– Basic cost to open facility includes partial Facility Use Coordinator salary, partial custodial costs, partial utility costs. Also usage on the 2nd Monday/month, 6:00 p.m. – 9:30 p.m. (3.5 hours) in Rhododendron, Trillium, Violet rooms, and Stage, with the exception of July and August.

- Total assessment at discount for 3.5 hour meeting = \$170.63, \$1,706.30 for 10 meetings.
- (Current rental rate, \$75 hourly x 3.5 hrs. =\$262.50, \$91.87 savings/meeting, \$918.70 annual savings/10 meetings).

B. North Clackamas Park – Basic cost to provide facility includes Parks Maintenance staff salary x 1 hour, garbage and utility costs.

- Usage of A-frame - 2nd Monday in August.
- Total assessment at discount rate for A-Frame rental= \$120.25
- (Current rental rate, \$185 for up to 6 hr. use, \$64.75 savings.)

C. THE DISTRICT AND THE CONTRACTOR AGREE THAT:

A. District Priorities

The Contractor shall comply promptly with any requests by the District relating to the emphasis or relative emphasis to be placed on various aspects of the program or to other matters pertaining to said program.

B. Independent Contractor

1. The Contractor in carrying out the services to be provided under this Agreement is acting as an independent contractor and is not an employee of District, and as such accepts full responsibility for taxes and other obligations associated with payment for services under this agreement as part of the agreed upon fee for services. As an independent contractor, Contractor will not receive any benefits normally accruing to District employees unless required by applicable law.
2. The Contractor be completely independent and solely determine the manner and means of accomplishing the end result of this agreement, and District does not have the right to control or interfere with the manner or method of accomplishing said results. The District, however, has the right to specify the results of the Contractor's responsibilities.
3. Contractor shall not, at any time or in any manner represent that or any of its agents or employees are in any manner agents or employees of the District.
4. The Contractor is free to contract with other parties for the duration of the Agreement as long as they do not interfere with Contractor's performance. However, Contractor agrees not to accept any employment or representation during the term of the Agreement which is or may likely make Consultant "financially interested" in any decision made by District on any matter in connection with which Contractor has been retained pursuant to this Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

CLACKAMAS COUNTY MASTER GARDENERS ASSOCIATION

 Laura Zentner
 Business & Community Services Director



 Cindy Manselle
 President

 Date

10-17-18

 Date

ATTACHMENT A

Contract Term: October 1, 2018 to December 31, 2019

1. Milwaukie Center Community Garden

CCMGA will provide oversight and management of the Milwaukie Center Community Garden, including:

- a. Appointment of a Community Garden Coordinator from CCMGA who will coordinate with Milwaukie Center staff Community Garden liaison.
- b. Preparation of beds for planting early spring (no later than April 1).
- c. Work with Milwaukie Center staff liaison to develop agreed list of needed soil amenities and garden supplies for District to obtain.
- d. Keep record of all volunteer hours related to the operation of the community garden and report quarterly to the Milwaukie Center staff liaison.
- e. Maintain community garden boxes 1, 2 and 3. Work with community gardening participants with regards to proper composting techniques.
- f. Provision of timely communication of any concern or issue that may substantially affect this partnership or the Community Garden.

2. Use of Meeting Space

CCMGA will:

- a. Schedule meeting space through the Milwaukie Center Facility Use Coordinator.
- b. Reimburse NCPRD/Milwaukie Center at the rate of \$170.63/meeting for Master Gardeners of Clackamas County meetings at the Milwaukie Center. Space use: of the Rhododendron Room, Trillium Room, and Violet Room every 2nd Monday between 6:00 p.m. and 9:30 p.m. from September through June.
- c. Reimburse District \$120.25/meeting for CCMGA meeting at the North Clackamas Park A-frame on the 2nd Monday in August between 4:00 p.m. and 9:00 p.m.
- d. Leave space utilized clean and return furniture as found prior to the meeting.

3. Garden Clinics and Workshops

CCMGA will:

- a. Plan and coordinate, with the Milwaukie Center liaison, a minimum of 2 soil testing clinics per year for the community at the Milwaukie Center.
- b. Plan and coordinate, with the Milwaukie Center liaison, a minimum of 3 educational gardening workshops for the community at the Milwaukie Center.
- c. Utilize the following language in all promotional information about the clinics and workshops: "in partnership with North Clackamas Parks and Recreation District and the Milwaukie Center".



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

November 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the First Amendment to Road Maintenance Agreement

Purpose/Outcome	To amend existing Road Maintenance Agreement with Clackamas Corporate Park, LLC.
Dollar Amount and Fiscal Impact	No change
Funding Source	N/A.
Duration	Permanent
Previous Board Action/Review	Road Maintenance Agreement signed by Board Chair in July 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Dave Queener, Development Agency Program Supervisor, 503-742-4322

In July 2018, the Development Agency completed a sale of a portion of the Clackamas Industrial Opportunity Site (CIAO) to Clackamas Corporate Park, LLC. Each party was required to execute an agreement to address the maintenance needs of 120th Avenue that extends onto the property.

In order to simplify the roles and responsibilities as it relates to landscaping within the road right of way, each party has agreed to maintain, at its sole expense, those areas that are adjacent to their property. All other maintenance responsibilities will be shared as outlined in the agreement.

County Counsel has reviewed and approved the proposed amendment to the agreement.

RECOMMENDATION

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, execute this First Amendment to the Road Maintenance Agreement.

Respectfully submitted,

David Queener, Program Supervisor
Development Agency

**AFTER RECORDING
RETURN TO:**

Andrew Davis
Stoll Berne
209 SW Oak Street, Suite 500
Portland, Oregon 97204

FIRST AMENDMENT TO ROAD MAINTENANCE AGREEMENT

This First Amendment to Road Maintenance Agreement (this "**Amendment**") is executed as of _____, 2018, by and between **CLACKAMAS CORPORATE PARK, LLC**, a Delaware limited liability company ("**Parcel 1 Owner**"), and **CLACKAMAS COUNTY DEVELOPMENT AGENCY**, the Urban Renewal agency of Clackamas County, a corporate body politic ("**Parcel 2 Owner**") (the Parcel 1 Owner and Parcel 2 Owner are referred to herein individually as an "**Owner**" and collectively as the "**Owners**"), with respect to the following recitals:

RECITALS

A. The Owners are parties to that Road Maintenance Agreement recorded July 5, 2018, as Document No. 2018-041895 in the Official Records of Clackamas County, Oregon (the "**Agreement**").

B. The Owners desire to confirm and modify the Agreement on the terms and conditions set forth herein. All capitalized terms used in this Amendment and not otherwise defined herein shall have their meaning as set forth in the Agreement.

AGREEMENT

1. **LANDSCAPING.** Notwithstanding any provision in the Agreement to the contrary, (i) Parcel 1 Owner at its sole expense will directly manage and maintain all landscaping on the west one-half of the Road Easements area, and (ii) Parcel 2 Owner at its sole expense will directly manage and maintain all landscaping on the east one-half of the Road Easements area. For purposes of the foregoing, the area of the Road Easements will be deemed divided in equal parts by a line running north and south. The Maintenance Agent has no responsibility for landscaping within the Road Easements area; provided, however, if any Owner fails to maintain the landscaping for which it is responsible as required herein and does not cure such failure within ten (10) days after notice thereof from the other Owner or Maintenance Agent, in addition to any other available rights and remedies, the other Owner or Maintenance Agent at its option may take any actions and/or incur any costs as it deems reasonably necessary to correct such failure and the nonperforming Owner shall pay or reimburse for all costs thereof upon demand.

Each Owner will maintain the landscaping for which it is responsible hereunder in a good and healthy condition and in accordance with all applicable laws and governmental requirements.

2. **RECORDATION.** Upon execution and acknowledgment by all parties, this Amendment shall be recorded in the official real records of Clackamas County, Oregon.

3. **COUNTERPARTS; MODIFICATION.** This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. This Amendment may not be amended except in a writing signed by both Owners.

4. **CONFIRMATION.** Except as expressly modified by this Amendment, the Agreement and all terms and conditions therein are hereby ratified and confirmed and shall be and remain in full force and effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows.]*

In witness whereof, the parties have executed this Amendment as of the date first written above.

“PARCEL 1 OWNER”

CLACKAMAS CORPORATE PARK, LLC,
a Delaware limited liability company,

By: Lion-TCC Development II, LLC,
a Delaware limited liability company,
its Managing Member

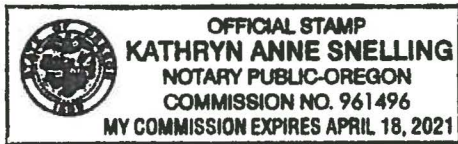
By: TC Industrial Associates, Inc.,
a Delaware corporation,
its Managing Member

By: *Steve Wells*
Steve Wells, Vice President

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On October 5, 2018, before me personally appeared Steve Wells as the Vice President of TC Industrial Associates, Inc., as the Managing Member of Lion-TCC Development II, LLC, as the Managing Member of Clackamas Corporate Park, LLC, a Delaware limited liability company, who executed the within and foregoing instrument, and acknowledged said instrument to be the voluntary act and deed of said company.

WITNESS my hand and official seal.



Kathryn Anne Snelling
Notary Public for the State of Oregon
My commission expires: 4/18/2021

[Signatures continue on the following page]

"PARCEL 2 OWNER"

**CLACKAMAS COUNTY DEVELOPMENT
AGENCY, a corporate body politic**

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

This instrument was acknowledged before me on _____, 2018, by
_____ as the _____ of **CLACKAMAS COUNTY
DEVELOPMENT AGENCY**, a corporate body politic.

WITNESS my hand and official seal.

Notary Public for the State of _____
My commission expires: _____



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Amendment No. 2 to the Agreement between Water Environment Services and
Brown and Caldwell, Inc. for Professional Engineering Services for Phase III of the
Kellogg Creek WRRF Improvements Project

Purpose/Outcomes	Provide Professional Engineering Services to refurbish the Kellogg Creek Water Resource Recovery Facility (“WRRF”) to full operational capability, reliability and redundancy.
Dollar Amount and Fiscal Impact	Funding for professional engineering services is available in the FY2018-19 budget. Amendment No.2 increases the agreement by \$624,744 for a new total agreement amount from \$2,158,025 to a not to exceed amount of \$2,782,769.
Funding Source	Clackamas County Service District No.1 FY 2018-19 annual budget. No General Funds impacted.
Duration	April 23, 2015 and extended through December 31, 2020
Previous Board Action/Review	Original Contract for Phase I approved on April 23, 2015. Amendment 1 approved Phase II on December 19, 2016.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide wastewater and storm water infrastructure necessary to support partner communities and economic development over the next 20 years. 2. This project supports the County Strategic Plan to build a strong infrastructure.
Contact Person	Lynne Chicoine – Water Environment Services – 503-742-4559
Contract No.	WES Contract # P632139

BACKGROUND:

On April 23, 2015, Clackamas County Board of County Commissioners executed the agreement between Water Environment Services and Brown & Caldwell Inc. for Professional Engineering Services for Phase I of the Kellogg WRRF Improvements Project.

The refurbishment of KCWRRF has encompassed several distinct projects:

- Utility Corridor and Piping Replacement
- RAS Pump Station Improvements
- Peak Plant Design Capacity Reclamation
- Process Air Blower Replacement
- Electrical Phases I, II, III
- Primary Sludge Pump Station Upgrades

- Influent Pump Station Phase I
- WAS Thickening Polymer Upgrades
- Aeration Basin Zone 2 Covers

This Scope of Services anticipates that the improvements will be delivered under a single construction contract employing the construction manager/general contractor (CM/GC) method which will include procurement of all materials and equipment.

Engineering services are to be provided in three phases as summarized below. This amendment is for Phase III.

Phase I included:

Conducting risk management workshops, preparing project definition and conceptual design, construction cost estimating, assisting the District and purchasing in preparing alternative delivery documentation, participating in contractor procurement process, providing technical specifications for equipment procurement and participating in pre-construction activities through contractor's development of a guaranteed maximum price (GMP). Due to the revised timing for procurement of the CM/GC, portions of the Phase I scope has been reallocated to advance the design of the high priority work items. Working with the CM/GC during development of the GMP will be included in Phase II of the scope of work.

Phase II included:

Preparing design packages and coordination with the CM/GC. Two design packages were provided. The project elements are broken up into two categories (high, medium/low risk) according to the priority given to the project in terms of risk and consequence of failure. Phase II will also include participation in the CM/GC Preconstruction Services and GMP review, support construction of high priority work items.

Phase III will include:

Engineering Services during Construction including submittal review, response to contractor questions, attendance in construction meetings, site visits, start-up and training, system integration and record drawings. District staff has negotiated the scope and level of effort for Phase III of the agreement with Brown and Caldwell, Inc. for an amount not to exceed \$624,744.

Amendment 2 has been reviewed and approved by County Counsel.

RECOMMENDATION:

The Board of County Commissioners, acting as the governing body of Water Environment Services ("District"), approve Amendment 2 to the agreement between the District and Brown and Caldwell Inc. for an amount not to exceed \$624,744.

Respectfully submitted,

Greg Geist
Director, WES

Placed on the _____ agenda by Procurement.

AMENDMENT #2

**TO THE CONTRACT DOCUMENTS WITH BROWN AND CALDWELL, INC. FOR
CONSULTING SERVICES FOR KELLOGG CREEK WATER RESOURCE RECOVERY
FACILITY (“KCWRRF”) IMPROVEMENT PROJECT**

This Amendment #2 is entered into between Brown and Caldwell, Inc. (“Contractor”) and Water Environment Services (“District”) and it shall become part of the Contract documents entered into between both parties on April 23, 2015 (“Contract”).

The Purpose of the Amendment #2 is to make the following changes to the Contract:

1. Water Environment Services assumed all obligations under this Contract on behalf of Clackamas County Service District No. 1 as of July 1, 2018. All references to Clackamas County Service District No. 1 in the Contract between the parties shall be replaced with Water Environment Services.
2. **Exhibit A Scope of Services** is hereby amended as follows:
This Amendment is to add and identify Phase 3 deliverables that includes submittal review, response to construction contractor questions, attendance in construction meetings, site visits, and start-up and training, system integration and finally record drawings. The additional work is attached as Exhibit “B” and hereby incorporated by reference. Also include is Attachment 1, that shows the reallocation of budget line items per the risk as noted in the additional Scope of Services.

The project name has changed to Kellogg Creek Water Resource Recovery Facility (“KCWRRF”) and all references to the project name shall be changed to the new name.

3. **Article 5 – Payments to the Engineer** is hereby amended as follows:
The additional Services as associated with Phase 3 shall not exceed **\$624,744.00**. The Fee Schedule is attached as Exhibit “C” and hereby incorporated by reference. The total Contract Compensation shall not exceed \$2,782,769.00.

Original Contract	\$ 738,025.00
Amendment #1	\$ 1,420,000.00
<u>Amendment #2</u>	<u>\$ 624,744.00 + Time Extension</u>
Total Amended Contract	\$ 2,782,769.00

4. **Add the following to Article 6 for Termination:**

6.29 TERMINATION:

6.29.1 Unless earlier terminated or extended, this Contract shall expire on **December 31, 2020**.

However, such expiration shall not extinguish or prejudice the District’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

SIGNATURE PAGE FOLLOWS

EXHIBIT B
SCOPE OF SERVICES
Including Attachment 1

**EXHIBIT C
FEE SCHEDULE**