



Meeting Cancelled.

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

AGENDA

~~Thursday, December 8, 2016 10:00 AM~~
~~BOARD OF COUNTY COMMISSIONERS~~

Beginning Board Order No. 2016-123

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

This meeting was cancelled. All items on this agenda have been placed on the Dec. 15, 2016 business meeting agenda. See following pages.

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

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

1. Board Order No's. _____ and _____ Dissolving the Hamlet of Molalla Prairie and the Villages at Mt. Hood (Stephen Madkour, County Counsel)
2. Resolution No. _____ for a Clackamas County Supplemental budget (Greater than 10% and Budget Reduction) for Fiscal Year 2016-2017 (Diane Padilla, Budget Manager)

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

A. Health, Housing & Human Services

1. Approval of a Sub-recipient Grant Agreement with Northwest Housing Alternatives, Inc. for Emergency Shelter – *Social Services*
2. Approval of a Sub-recipient Grant Agreement with the Inn for Shelter for Displaced Youth – *Social Services*
3. Approval of Amendment No. 2 to a Professional Services Agreement with Bridges to Change for Providing Mentor Services for the County's Adult Drug Court Program – *Health Centers*
4. Approval of a Professional Services Agreement with CompHealth Locum Tenens for Temporary Physician Staff – *Health Centers*
5. Approval of Amendment No. 11 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

B. Department of Transportation & Development

1. Resolution No. _____ Supporting the Oregon Department of Transportation Resolution and Application for a FASTLANE Grant for the I-205 Abernethy Bridge
2. Approval of Amendment No. 1 with DKS Associates for On-Call Traffic Engineering Services – 2016-2019 – *Procurement*
3. Approval of Contract Amendment No. 1 with Kittelson & Associates, Inc. for On-Call Traffic Engineering Services – 2016-2019 - *Procurement*

C. Finance Department

1. Approval of Resolution No. _____ for a Clackamas County Supplemental Budget (Less than 10%) for Fiscal Year 2016-2017
2. Approval of Resolution No. _____ for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2016-2017
3. Approval of Resolution No. _____ for a Clackamas County for Transfer of Appropriations for Fiscal Year 2016-2017

D. Elected Officials

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

E. Administration

1. Approval of an Intergovernmental Agreement between Clackamas County and the C800 Radio Group Regarding Public Safety Radio System Replacement Project Bond Funding

F. Business & Community Services

1. Resolution No. _____ Naming the Clackamas County Fairgrounds Rodeo Arena in Honor of Mr. Bob Traverso as the Traverso Arena

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Resolution No. _____ Approving a Supplemental Budget for North Clackamas Parks and Recreation District (Less than 10%) for Fiscal Year 2016-2017

V. LIBRARY DISTRICT OF CLACKAMAS COUNTY

1. Resolution No. _____ Approving a Supplemental Budget for the Library Service District of Clackamas County (Less than 10%) for Fiscal Year 2016-2017

VI. ENHANCED LAW ENFORCEMENT DISTRICT

1. Approval of Resolution No. _____ for an Enhanced Law Enforcement District Supplemental Budget (Less than 10%) for Fiscal Year 2016-2017

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

AGENDA

Thursday, December 15, 2016 - 5:00 PM (please note time change)

BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-123

This agenda includes items from the cancelled Dec. 8, 2016 agenda.
(Dec. 8th items are in green)

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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1. Board Order No's. _____ and _____ Dissolving the Hamlet of Molalla Prairie and the Villages at Mt. Hood (Stephen Madkour, County Counsel)
2. Resolution No. _____ for a Clackamas County Supplemental budget (Greater than 10% and Budget Reduction) for Fiscal Year 2016-2017 (Diane Padilla, Budget Manager)

DEVELOPMENT AGENCY

1. First Reading of Ordinance No. _____ Amending the Clackamas Town Center Area Development Plan (Dan Johnson, Dave Queener, Development Agency)

III. HOUSING AUTHORITY PUBLIC HEARING

1. Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Hearing on the Issuance of Private Activity Bonds for the Development of the Rosewood Terrace Apartment Project (Chuck Robbins, HACC)

IV. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of a Bond Inducement Resolution Declaring the Housing Authority of Clackamas County (HACC) Intent to Issue Revenue Bonds for the Development of the Rosewood Terrace Apartment Project
2. In the Matter of Writing off Uncollectible Accounts for the Second Quarter of Fiscal Year 2017

V. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. Adoption of Zoning and Development Ordinance 258, Amendments to the Comprehensive Plan and Zoning and Development Ordinance to implement the Clackamas Regional Center Connections Project (Nathan Boderman, County Counsel)
2. Adoption of Zoning and Development Ordinance 260, Amendments to the Comprehensive Plan to adopt the Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan (Nathan Boderman, County Counsel)

VI. 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 a Sub-recipient Grant Agreement with Northwest Housing Alternatives, Inc. for Emergency Shelter – *Social Services*
2. Approval of a Sub-recipient Grant Agreement with the Inn for Shelter for Displaced Youth – *Social Services*
3. Approval of Amendment No. 2 to a Professional Services Agreement with Bridges to Change for Providing Mentor Services for the County's Adult Drug Court Program – *Health Centers*
4. Approval of a Professional Services Agreement with CompHealth Locum Tenens for Temporary Physician Staff – *Health Centers*
5. Approval of Amendment No. 11 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
6. Approval of a Grant Award from Oregon Liquor Control Commission and National Alcohol Beverage Control Association for the Responsible Hospitality Toolkit – *Children, Youth & Families*
7. Approval of an Intergovernmental Subrecipient Agreement with North Clackamas School District for Teen Mentor Program – *Children, Youth & Families*
8. Approval of a Professional, Technical, and Consultant Services Agreement with Youth MOVE Oregon to Assist Youth/Young Adults in Transition – *Behavioral Health*
9. Approval of an Intergovernmental Agreement with the City of Molalla and the Housing and Community Development Division for the Lola Avenue Improvements Project – *Housing & Community Development*
10. Approval of a Subrecipient Grant Agreement with Clackamas Women's Services for Shelter from Domestic Violence – *Social Services*
11. Approval of an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Oregon Insurance Division, Senior Health Insurance Benefits Assistance (SHIBA) #7916 – *Social Services*
12. Approval of a Renewal of an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) #8046– *Social Services*

13. Approval of a Sub-recipient Agreement with Health Shares of Oregon for Chronic Disease Directors Diabetes Prevention Program – *Public Health*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement with the State of Oregon Department of Transportation for the Sno-Park Parking Permit Enforcement - *CCSO*

C. County Counsel

1. Approval of a Conveyance of Former City of Damascus Parkland to NCPRD

D. Technology Services

1. Approval of an ORMAP Intergovernmental Agreement Contract No. 3574-16 with the Oregon Department of Revenue for Digital GIS Tax Lot Conversion

E. Business & Community Services

1. Resolution No. _____ Naming the Clackamas County Fairgrounds Rodeo Arena in Honor of Mr. Bob Traverso as the Traverso Arena
2. Approval of Contract with Sirsi Corporation (SirsiDynix) for Radio Frequency Identification (RFID) Goods and Services - *Procurement*
3. Approval of the Contract Amendment No. 1 for Contract Renewal with the Correggio Group, Inc. for Strategic Planning and Project Management Consulting Services - *Procurement*

F. Department of Transportation & Development

1. Resolution No. _____ Supporting the Oregon Department of Transportation Resolution and Application for a FASTLANE Grant for the I-205 Abernethy Bridge
2. Approval of Amendment No. 1 with DKS Associates for On-Call Traffic Engineering Services – 2016-2019 – *Procurement*
3. Approval of Contract Amendment No. 1 with Kittelson & Associates, Inc. for On-Call Traffic Engineering Services – 2016-2019 - *Procurement*
4. Resolution No. _____ Declaring the Public Necessity and Purpose for Acquisition of Right-of-Way for Addie Street Safety Improvements Authorizing Negotiations and Eminent Domain Actions

G. Finance Department

1. Approval of Resolution No. _____ for a Clackamas County Supplemental Budget (Less than 10%) for Fiscal Year 2016-2017
2. Approval of Resolution No. _____ for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2016-2017
3. Approval of Resolution No. _____ for a Clackamas County for Transfer of Appropriations for Fiscal Year 2016-2017

H. Administration

1. Approval of an Intergovernmental Agreement between Clackamas County and the C800 Radio Group Regarding Public Safety Radio System Replacement Project Bond Funding

VII. LIBRARY DISTRICT OF CLACKAMAS COUNTY

1. Resolution No. _____ Approving a Supplemental Budget for the Library Service District of Clackamas County (Less than 10%) for Fiscal Year 2016-2017

VIII. ENHANCED LAW ENFORCEMENT DISTRICT

1. Approval of Resolution No. _____ for an Enhanced Law Enforcement District Supplemental Budget (Less than 10%) for Fiscal Year 2016-2017

IX. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Resolution No. _____ Approving a Supplemental Budget for North Clackamas Parks and Recreation District (Less than 10%) for Fiscal Year 2016-2017
2. Acceptance of a Public Pedestrian and Maintenance Easement between Marquam Heights HOA and North Clackamas Parks and Recreation District
3. Acceptance of Former City of Damascus Parkland from Clackamas County

X. WATER ENVIRONMENT SERVICES

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

1. Approval of a Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement for Sharing Resources and Services for Clackamas County Service District No. 1
2. Approval of a Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement for Sharing Resources and Services for Surface Water Management Agency of Clackamas County
3. Approval of a Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement for Sharing Resources and Services for Clackamas County Water Environment Services
4. Approval of Amendment No. 1 to the Contract Documents with West Consultants, Inc. to Provide Comprehensive Stream Flow Monitoring for Clackamas County Service District No. 1 - *Procurement*
5. Approval of Amendment No. 1 to the Contract Documents with Brown and Caldwell, Inc. to Provide Consulting Services for the Clackamas County Service District No. 1 Kellogg Creek Wastewater Pollution Control Plant (KCWPCP) Improvements Project – *Procurement*

XI. COUNTY ADMINISTRATOR UPDATE

XII. COMMISSIONERS COMMUNICATION

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



OFFICE OF COUNTY COUNSEL

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

December 8, 2016

Board of County Commissioners
 Clackamas County

Members of the Board:

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
 Assistants

Public Hearing to Consider Board Orders Dissolving
 the Hamlet of Molalla Prairie and the Villages at Mt. Hood

Purpose/Outcomes	The Board will hold a public hearing to consider the dissolution of the Hamlet of Molalla Prairie and the Villages at Mt Hood. If the Board finds that dissolution is warranted, the Board will approve the Orders and the Hamlet of Molalla Prairie and the Villages at Mt. Hood will be formally dissolved.
Dollar Amount and Fiscal Impact	Not applicable.
Funding Source	Not applicable.
Duration	Indefinite. The procedures to form Villages and Hamlets is set forth in Chapter 2.10 of the County Code.
Previous Board Action	The Board of County Commissioners voted to move forward with the dissolution of the Villages at Mt. Hood at the September 6, 2016 Policy Session. Additionally, the BCC voted to move forward with the dissolution of the Hamlet of Molalla Prairie at the September 13, 2016 Policy Session.
Strategic Plan Alignment	Build Public Trust through Good Government
Contact Person	Stephen L. Madkour, County Counsel

Background:

Clackamas County initiated the Hamlet and Village Program as an offshoot of Complete Communities Program in 2006. It was in response to grassroots efforts by citizens to become more involved with county government and to help support their community.

There are four established hamlets: Hamlet of Beaver Creek, Hamlet of Molalla Prairie, Mulino Hamlet and Stafford Hamlet. There is one village, Villages at Mt Hood. All hamlets and villages are to comply with the provisions of Chapter 2.10 of the County Code. Those Code provisions

include the framework for providing local governance, including holding regular monthly meetings, rules of conduct, public meeting, and public records.

Recently, the Hamlet of Molalla Prairie became inactive. This inactivity was due primarily to a lack of citizen participation. As a consequence, the Board of County Commissioners will hold a public hearing to consider whether it is in the best interest of the citizens of the hamlet or the county to dissolve the hamlet.

The Villages at Mt. Hood has experienced some struggles with governance, collaboration, and operations. The Board of County Commissioners will consider dissolving the Village. The criteria the Board will consider as appropriate are: 1) It to be in the best interests of the citizens of the village, or the county; 2) That the village board members have failed to regularly follow its adopted bylaws; or 3) That the village board members have failed to meet the requirements of Chapter 2.10 of the Clackamas County Code.

Recommendation:

Staff respectfully recommends that the Board hold a public hearing to consider the dissolution of the Hamlet of Molalla Prairie and the Villages at Mt. Hood. If the Board finds that dissolution is warranted, the Board will approve the attached Orders dissolving the Hamlet of Molalla Prairie and/or the Villages at Mt. Hood. If approved, the Hamlet and/or Village will be formally and officially dissolved effective immediately.

Respectfully submitted,



Stephen L. Madkour
County Counsel

**A Board Order Dissolving the
Hamlet of Molalla Prairie**

Board Order No.

WHEREAS, Chapter 2.10 of the Clackamas County Code establishes the process for the formation, operation, and dissolution of hamlets and villages. Hamlets and villages are intended to be a form of participatory democracy to the extent that they promote the active involvement of citizens in county affairs and provide an opportunity for greater participation in matters affecting their local communities.

WHEREAS, Hamlet and village board members acting within the scope of authority granted by the organization bylaws and county policies are advisory to the Board of County Commissioners and are treated as agents of the county for purposes of claims against them.

WHEREAS, recently, the Hamlet of Molalla Prairie has been inactive and no longer serving the interest of the community;

Now, therefore, it is hereby ordered:

1. The Hamlet of Molalla Prairie is formally and officially dissolved;
2. The dissolution is effective immediately;
3. Any accounts shall be closed and any account proceeds and other property of the Hamlet shall be turned over to the County; and
4. The Hamlet shall undertake any other action necessary to effectuate the dissolution.

DATED this ____ day of December, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

A Board Order Dissolving the Villages at Mt. Hood

Board Order No.

WHEREAS, Chapter 2.10 of the Clackamas County Code establishes the process for the formation, operation, and dissolution of hamlets and villages. Hamlets and villages are intended to be a form of participatory democracy to the extent that they promote the active involvement of citizens in county affairs and provide an opportunity for greater participation in matters affecting their local communities.

WHEREAS, Hamlet and village board members acting within the scope of authority granted by the organization bylaws and county policies are advisory to the Board of County Commissioners and are treated as agents of the county for purposes of claims against them.

WHEREAS, recently, the Village at Mt. Hood has experienced some struggles with governance, collaboration, and operations; and the Board finds the dissolution is appropriate as:

- a. It to be in the best interests of the citizens of the village, or the county.
- b. That the village board members have failed to regularly follow its adopted bylaws; or
- c. That the village board members have failed to meet the requirements of Chapter 2.10 of the Clackamas County Code.

Now, therefore, it is hereby ordered:

1. The Villages at Mt. Hood is formally and officially dissolved;
2. The dissolution is effective immediately;
3. Any accounts shall be closed and any account proceeds and other property of the Village shall be turned over to the County; and
4. The Village shall undertake any other action necessary to effectuate the dissolution.

DATED this ____ day of December, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



December 8, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2016-2017

Purpose/Outcome	Supplemental budget change FY 2016-2017
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$294,11
Funding Source	Includes Prior Year Revenue, Fund Balance, Licenses and Permits, Federal and State Operating Grants, Local Government and Other Agencies, Charge for Services and Miscellaneous Revenue
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016 and revised August 18 and November 3
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.471 (4) which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The Building Codes Fund is recognizing additional beginning fund balance and budgeting for a part-time limited term position, additional light vehicle purchase costs, increasing operating reserves and adding a separate Public Employee Retirement System (PERS) stabilization reserve to provide for four years of anticipated premium cost increases.

The Business and Economic Development Fund is recognizing additional fund balance and budgeting for the Heritage Project, Performance Clackamas Project and other economic opportunity projects and increasing contingency.

The Law Library is recognizing additional fund balance and appropriating it in contingency.

The Library Services Fund is recognizing additional fund balance and budgeting for program and project costs and payment to the City of Gladstone that wasn't completed last fiscal year.

The Planning Fund is recognizing additional fund balance and charge for services revenue and budgeting for the limited term position from the City of Damascus, a full-time Planning Manager, and reducing contingency and adding PERS stabilization reserve.

The Road Fund is recognizing additional fund balance and licenses and permits revenue and budgeting for contracted maintenance paving costs and increasing contingency and future operating reserves and adding a PERS stabilization reserve.

The Code Enforcement, Resource Conservation and Solid Waste and Septic and Onsite Wastewater Program Fund is recognizing additional fund balance and other revenue and budgeting for the limited term position from the City of Damascus and adding a full-time Soils Scientist and Sustainability Analyst and vehicle replacement costs, reducing contingency and adding a PERS stabilization reserve.

The Justice Court Fund is recognizing additional fund balance and budgeting to adjust interfund transfer and contingency accordingly.

The Public Land Corner Preservation Fund is recognizing additional fund balance and budgeting to increase contingency and add a PERS stabilization reserve.

The Health, Housing and Human Services Administration Fund is recognizing additional fund balance and budgeting for an interfund transfer to the Behavioral Health Fund and program costs.

The Behavioral Health Fund is recognizing reduced funding from the Oregon Health Plan and adjusting HealthShare program costs accordingly. Some duties relating to payments to contract providers is now being transferred back to HealthShare.

The Children, Youth and Families Fund is recognizing prior year revenue and adjusting Head Start, Hub School Readiness and Family Stability revenue and budgeting for contract services costs. This fund is also recognizing lower than anticipated beginning fund balance.

The Dog Services Fund is recognizing additional fund balance and budgeting to increase contingency and add a PERS stabilization reserve.

The Health Centers Fund is recognizing actual beginning fund balance, updating Medicaid revenue and adjusting payments to the State of Oregon and contingency accordingly.

The Transient Room Tax Fund is recognizing additional fund balance and budgeting an increased interfund transfer to the Tourism Fund.

The DTD Capital Projects Fund is recognizing actual fund balance and adjusting its capital outlay budget accordingly.

The Capital Projects Fund is recognizing actual fund balance and adjusting its budget accordingly to reflect additional work that was completed before the end of fiscal year 2015-16.

The Clackamas Broadband Utility Fund is recognizing actual fund balance and connection fee revenue and budgeting for upcoming projects.

The Cable Administration Fund is recognizing actual fund balance and budgeting for an interfund transfer to the General Fund, to close the fund.

The Telecommunication Services Fund is recognizing additional fund balance and budgeting for upgrades of primary phone gear for the County.

The Self-Insurance Fund is recognizing lower than anticipated beginning fund balance and adjusting contingency accordingly.

The effect of this Resolution is an increase in appropriations of \$294,011 including revenues as detailed below:

Prior year Revenue	\$ 498,596.
Fund Balance	9,697,785.
Licenses and Permits	33,500.
Federal Operating Grants	(230,811.)
State Operating Grants	(12,347,199.)
Local Government and Other Agencies	66,647.
Charge for Services	2,545,406.
Miscellaneous Revenue	<u>30,087.</u>
Total Recommended	<u>\$ 294,011.</u>

RECOMMENDATION:

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

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Greater Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2016-17

Resolution No
1 of 2 pages

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on December 8, 2016.

WHEREAS; the funds being adjusted are:

- . Building Codes Fund
- . Business and Economic Development Fund
- . Law Library Fund
- . Library Services Fund
- . Planning Fund
- . Road Fund
- . Code Enforcement, RCSW & SOWP Fund
- . Justice Court Fund
- . Public Land Corner Preservation Fund
- . Health, Housing and Human Services Fund
- . Behavioral Health Fund
- . Children, Youth and Families Fund
- . Dog Services Fund
- . Health Centers Fund
- . Transient Room Tax Fund
- . DTD Capital Projects Fund
- . Capital Projects Fund
- . Clackamas Broadband Utility Fund
- . Cable Administration Fund
- . Telecommunication Services Fund
- . Self-Insurance Fund;

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Greater Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2016-17

Resolution No
2 of 2 pages

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.473, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
December 8, 2016

Recommended items by revenue source:

Priro Year Revenue	\$ 498,596
Fund Balance	9,697,785
Licenses and Permits	33,500
Federal Operating Grants	(230,811)
State Operating Grants	(12,347,199)
Local Government and Other Agencies	66,647
Charge for Services	2,545,406
Miscellaneous Revenue	30,087
Total Recommended	<u><u>\$ 294,011</u></u>

BUILDING CODES FUND

Revenues:	
Fund Balance	\$ 845,537
Total Revenue	<u><u>\$ 845,537</u></u>
Expenses:	
General Government	\$ 106,077
Not Allocated to Organizational Unit	
Reserves	869,981
Contingency	(130,521)
Total Expenditures	<u><u>\$ 845,537</u></u>

Building Codes Fund is recognizing additional beginning fund balance and budgeting for a part-time limited term position, additional light vehicle purchase costs, increasing operating reserves and adding a separate Public Employee Retirement System (PERS) stabilization reserve to provide for four years of anticipated premium cost increases.

BUSINESS & ECONOMIC DEVELOPMENT FUND

Revenues:	
Fund Balance	\$ 733,498
Total Revenue	<u><u>\$ 733,498</u></u>
Expenses:	
Economic Development	\$ 563,548
Not Allocated to Organizational Unit	
Contingency	169,950
Total Expenditures	<u><u>\$ 733,498</u></u>

Business and Economic Development Fund is recognizing additional fund balance and budgeting for the Heritage Project, Performance Clackamas Project and other economic opportunity projects and increasing contingency.

LAW LIBRARY FUND

Revenues:

Fund Balance	\$ 105,280
Total Revenue	<u>\$ 105,280</u>

Expenses:

Not Allocated to Organizational Unit	
Contingency	\$ 105,280
Total Expenditures	<u>\$ 105,280</u>

Law Library is recognizing additional fund balance and appropriating it in contingency.

LIBRARY SERVICES FUND

Revenues:

Fund Balance	\$ 1,790,364
Total Revenue	<u>\$ 1,790,364</u>

Expenses:

Cultural, Education and Recreation	\$ 290,364
Not Allocated to Organizational Unit	
Special Payments	1,500,000
Total Expenditures	<u>\$ 1,790,364</u>

Library Services Fund is recognizing additional fund balance and budgeting for program and project costs and payment to the City of Gladstone that wasn't completed last fiscal year

PLANNING FUND

Revenues:

Fund Balance	\$ 281,263
Charge for Services	135,895
Total Revenue	<u>\$ 417,158</u>

Expenses:

Economic Development	\$ 194,533
Not Allocated to Organizational Unit	
Contingency	(310,489)
Reserve	533,114
Total Expenditures	<u>\$ 417,158</u>

Planning Fund is recognizing additional fund balance and charge for services revenue and budgeting for the limited term position from the City of Damascus, a full-time Planning Manager, and reducing contingency and adding PERS stabilization reserve.

ROAD FUND

Revenues:

Fund Balance	\$ 6,305,064
Licenses and Permits	25,000
Total Revenue	<u>\$ 6,330,064</u>

Expenses:

Public Ways and Facilities	\$ 1,265,821
Not Allocated to Organizational Unit	
Contingency	1,064,243
Reserve	4,000,000
Total Expenditures	<u>\$ 6,330,064</u>

Road Fund is recognizing additional fund balance and licenses and permits revenue and budgeting for contracted maintenance paving costs and increasing contingency and future operating reserves and adding a PERS stabilization reserve.

CODE ENFORCEMENT, RCSW & SOWP FUND

Revenues:

Fund Balance	\$ 589,549
Licenses and Permits	8,500
Local Government & Other Agencies	66,647
Charge for Services	97,511
Total Revenue	<u>\$ 762,207</u>

Expenses:

General Government	\$ 473,316
Not Allocated to Organizational Unit	
Special Payments	100,000
Contingency	(324,631)
Reserve	513,522
Total Expenditures	<u>\$ 762,207</u>

Code Enforcement, Resource Conservation and Solid Waste and Septic and Onsite Wastewater Program Fund is recognizing additional fund balance and other revenue and budgeting for the limited term position from the City of Damascus and adding a full-time Soils Scientist and Sustainability Analyst and vehicle replacement costs, reducing contingency and adding a PERS stabilization reserve.

JUSTICE COURT

Revenues:

Fund Balance	\$ 696,512
Total Revenue	<u>\$ 696,512</u>

Expenses:

Not Allocated to Organizational Unit	
Interfund Transfer	\$ 1,305,683
Contingency	(609,171)
Total Expenditures	<u>\$ 696,512</u>

Justice Court Fund is recognizing additional fund balance and budgeting to adjust interfund transfer and contingency accordingly.

PUBLIC LAND CORNER PRESERVATION FUND

Revenues:

Fund Balance	\$ 93,433
Total Revenue	<u>\$ 93,433</u>

Expenses:

Not Allocated to Organizational Unit	
Reserves	\$ 60,000
Contingency	33,433
Total Expenditures	<u>\$ 93,433</u>

Public Land Corner Preservation Fund is recognizing additional fund balance and budgeting to increase contingency and add a PERS stabilization reserve.

HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND

Revenues:

Fund Balance	\$ 300,329
Total Revenue	<u>\$ 300,329</u>

Expenses:

Health and Human Services	\$ 250,329
Not Allocated to Organizational Unit	
Interfund Transfer	50,000
Total Expenditures	<u>\$ 300,329</u>

Health, Housing and Human Services Administration Fund is recognizing additional fund balance and budgeting for an interfund transfer to the Behavioral Health Fund and program costs.

BEHAVIORAL HEALTH FUND

Revenues:

State Operating Grants	\$ (13,392,140)
Total Revenue	<u>\$ (13,392,140)</u>

Expenses:

Health and Human Services	\$ (13,392,140)
Total Expenditures	<u>\$ (13,392,140)</u>

Behavioral Health Fund is recognizing reduced funding from the Oregon Health Plan and adjusting HealthShare program costs accordingly. Some duties relating to payments to contract providers is now being transferred back to HealthShare.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues:

Prior Year Revenue	\$ 498,596
Fund Balance	(861,723)
Federal Operating Grants	(230,811)
State Operating Grants	1,323,430
Charge for Services	12,000
Total Revenue	<u>\$ 741,492</u>

Expenses:

Health and Human Services	\$ (232,542)
Not Allocated to Organizational Unit	
Special Payments	974,034
Total Expenditures	<u>\$ 741,492</u>

Children, Youth and Families Fund is recognizing prior year revenue and adjusting Head Start, Hub School Readiness and Family Stability revenue and budgeting for contract services costs. This fund is also recognizing lower than anticipated beginning fund balance.

DOG SERVICES FUND

Revenues:

Fund Balance	\$ 268,516
Total Revenue	<u>\$ 268,516</u>

Expenses:

Health and Human Services	\$ 2,000
Not Allocated to Organizational Unit	
Reserve	258,929
Contingency	7,587
Total Expenditures	<u>\$ 268,516</u>

Dog Services Fund is recognizing additional fund balance and budgeting to increase contingency and add a PERS stabilization reserve.

HEALTH CENTERS FUND

Revenues:

Fund Balance	\$ 2,186,662
State Operating Grants	(278,489)
Total Revenue	<u>\$ 1,908,173</u>

Expenses:

Not Allocated to Organizational Unit	
Special Payments	\$ 504,712
Contingency	1,403,461
Total Expenditures	<u>\$ 1,908,173</u>

Health Centers Fund is recognizing actual beginning fund balance, updating Medicaid revenue and adjusting payments to the State of Oregon and contingency accordingly.

TRANSIENT ROOM TAX

Revenues:	
Fund Balance	\$ 206,589
Total Revenue	<u>\$ 206,589</u>

Not Allocated to Organizational Unit	
Interfund Transfer	\$ 206,589
Total Expenditures	<u>\$ 206,589</u>

Transient Room Tax Fund is recognizing additional fund balance and budgeting an increased interfund transfer to the Tourism Fund.

DTD CAPITAL PROJECTS FUND

Revenues:	
Fund Balance	\$ (44,630)
Total Revenue	<u>\$ (44,630)</u>

Expenses:	
Public Ways and Facilities	\$ (44,630)
Total Expenditures	<u>\$ (44,630)</u>

DTD Capital Projects Fund is recognizing actual fund balance and adjusting its capital outlay budget accordingly

CAPITAL PROJECTS RESERVE FUND

Revenues:	
Fund Balance	\$ (1,645,793)
Miscellaneous Revenue	30,087
Total Revenue	<u>\$ (1,615,706)</u>

Public Ways and Facilities	\$ (1,615,706)
Total Expenditures	<u>\$ (1,615,706)</u>

Capital Projects Fund is recognizing actual fund balance and adjusting its budget accordingly to reflect additional work that was completed before the end of fiscal year 2015-16.

CLACKAMAS BROADBAND UTILITY FUND

Revenues:	
Fund Balance	\$ (9,301)
Charge for Services	2,300,000
Total Revenue	<u>\$ 2,290,699</u>

Broadband Utility (Business-type-Activity)	\$ 2,290,699
Total Expenditures	<u>\$ 2,290,699</u>

Clackamas Broadband Utility Fund is recognizing actual fund balance and connection fee revenue and budgeting for upcoming projects.

CABLE ADMINISTRATION FUND

Revenues:

Fund Balance	\$ 343,527
Total Revenue	<u>\$ 343,527</u>

Not Allocated to Organizational Unit

Interfund Transfer	\$ 343,527
Total Expenditures	<u>\$ 343,527</u>

Cable Administration Fund is recognizing actual fund balance and budgeting for an interfund transfer to the General Fund, to close the fund.

TELECOMMUNICATIONS SERVICES FUND

Revenues:

Fund Balance	\$ 393,596
Total Revenue	<u>\$ 393,596</u>

General Government

Total Expenditures	<u>\$ 393,596</u>
--------------------	-------------------

Telecommunication Services Fund is recognizing additional fund balance and budgeting for upgrades of primary phone gear for the County.

SELF-INSURANCE FUND

Revenues:

Fund Balance	\$ (2,880,487)
Total Revenue	<u>\$ (2,880,487)</u>

Not Allocated to Organizational Unit

Contingency	\$ (2,880,487)
Total Expenditures	<u>\$ (2,880,487)</u>

Self-Insurance Fund is recognizing lower than anticipated beginning fund balance and adjusting contingency accordingly.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

First Reading to Approve an Ordinance to Amend the Clackamas Town Center Area
Development Plan and Report

Purpose/Outcomes	The ordinance will amend the Clackamas Town Center Urban Renewal Plan to add improvements to Mt. Scott Elementary School as a new project.
Dollar Amount and Fiscal Impact	Up to \$2,500,000 of urban renewal funds will be used for the proposed project.
Funding Source	Funding is from already accumulated tax increment funds in the Clackamas Town Center Urban Renewal Area. No additional tax increment funds are being taken for the district since it was closed for tax increment collections in 2013.
Duration	The ordinance will be in effect 90 days after Board approval
Previous Board Action	Board discussion of the proposed amendment at a Policy Session on September 20, 2016. Board authorization to proceed with public review on October 13, 2016.
Strategic Plan Alignment	Build a Strong Infrastructure Ensure safe, healthy and secure communities
Contact Person	Dan Johnson, Development Agency Manager 503.742.4325
Contract No.	N/A

BACKGROUND:

In March 2013, the Agency completed the Clackamas Town Center Urban Renewal District Final Recommended Work Program. Following several discussions with the Board, staff was directed to proceed with five road improvement projects and work with four overlapping taxing districts to identify partnership opportunities on needed district projects.

To date, the Agency has completed two road projects and have three others in design. It has also distributed funds to the Clackamas County Sheriff's Office, North Clackamas Parks and

Recreation District and Clackamas County Fire District No. 1 for needed district projects that are identified in the Urban Renewal Plan.

The Agency has been working with the North Clackamas School District to provide funding toward much needed improvements to district facilities. The District identified upgrades to the Mt. Scott Elementary School as the highest priority for use of the funds. While this school is within the Urban Renewal District boundary and is consistent with the Plan goals, the Plan lacks a project that aligns with the proposed improvements. In order to provide funding to the School District as directed by the Board, the Clackamas Town Center Area Development Plan must be amended to add improvements to Mt. Scott Elementary as a project.

As part of the statutory requirements for a substantial amendment to the Plan, the Agency completed the following:

- Provided notice in the Citizen News of the proposed amendment, which was distributed to all County households. No comments were received from the general public.
- Consulted and conferred with the overlapping taxing districts.
- After providing the required public notice, presented the proposed amendment to the Clackamas County Planning Commission for their consideration on November 14, 2016. The commission unanimously recommended approval of the plan amendment.
- Presented a resolution to the Happy Valley City Council, which was approved unanimously in support of the proposed plan amendment. This was required since there are a few properties that are located within the urban renewal district and the city.

The ordinance, if approved, will amend the Clackamas Town Center Area Development Plan and Report to add improvements to the Mt. Scott Elementary School as a new project. It will also allow up to \$2,500,000 in urban renewal funds to be allocated to the project.

RECOMMENDATION:

Staff recommends the Board approve the ordinance to amend the Clackamas Town Center Area Development Plan and Report.

Respectfully submitted,



Dan Johnson, Manager
Development Agency

ORDINANCE NO. _____

AMENDING THE CLACKAMAS TOWN CENTER AREA
DEVELOPMENT PLAN AND REPORT

Section 1: Purpose

By enactment of this ordinance, the Board of Commissioners of Clackamas County approves the attached Clackamas Town Center Area Development Plan and Report – Plan 22nd Amendment pursuant to ORS 457.095.

Section 2: Findings

- a) The Clackamas Town Center Area Development Plan and Report on the Plan were duly adopted and approved December 30, 1980, and have been subsequently amended. The Clackamas County Development Agency (Agency) proposes further amendments to the Plan at this time to identify a new project and make changes to the Plan to address the new project.
- b) The Agency pursuant to requirements of ORS Chapter 457 has caused preparation of the 22nd Amendment to the Clackamas Town Center Area Development Plan (Amendment), attached hereto as Exhibit A.
- c) The Amendment is accompanied by a Report as required under ORS 457.085(3), attached hereto as Exhibit B.
- d) The Amendment provides specific authority to the Agency to provide funding to North Clackamas Schools for improvements at Mt Scott Elementary School.
- e) The Clackamas Town Center Development Area ("Area") continues to meet the definition of blight, as defined by ORS 457.010(1) because of conditions described in the Report in the Section "Existing Physical, Social, and Economic Conditions and Impacts on Municipal Services", including (a) the existence of buildings and structures, used or intended to be used for living, commercial, industrial or other purposes, or any combination of those uses, that are unfit or unsafe to occupy for those purposes because of any one or combination of the following conditions: (A) Defective design and (e) the existence of inadequate streets and other rights of way, open spaces and utilities and underdevelopment of property within the Area.
- f) The rehabilitation and redevelopment described in the Amendment to be undertaken by the Agency is necessary to protect the public health, safety or welfare of the County because absent the completion of the urban renewal project, the school would remain inadequate to serve the population.

- g) The Amendment provides an outline for accomplishing projects proposed in the Plan.
- h) The Amendment does not remove or restrict existing provisions contained in the Clackamas Town Center Area Development Plan and Report to house or relocate displaced persons as a result of plan implementation.
- i) Acquisition of real property in order to implement projects continues in force.
- j) Adoption of the Amendment is necessary to carry out the Clackamas Town Center Area Development Plan and Report and is economically sound and feasible as more fully described in the Section "Financial Analysis of the Plan" of the Report.
- k) The County shall assume and complete any activities prescribed it by the Amendment. No such activities are prescribed in the Amendment.
- l) The Agency met with the Clackamas County Board of Commissioners as the governing body of the municipality and as the governing body of the affected municipality on September 20, 2016 to review the Agency's recommended amendment to the Clackamas Town Center Area Development Plan and Report.
- m) Affected overlapping taxing districts were consulted and conferred with prior to this ordinance being forwarded to the Clackamas County Board of Commissioners.
- n) The Agency forwarded the Amendment and Report to the County Planning Commission for review and recommendation. The Commission considered the Amendment and Report on November 14, 2016 and made a recommendation that the Amendment conforms to the adopted Comprehensive Plan, attached hereto as Exhibit C.
- o) On November 30, 2016 and December 7, 2016, the Commission caused notice of the hearing to be held before the Commission on the Amendment, including required statements of ORS 457.120 to be mailed to owners of real property located in the municipality and to be published in an advertisement in the general interest section of the newspaper.
- p) Two public hearings for this ordinance will held before the Board of County Commissioners.

- q) Any comments submitted in writing by taxing districts affected by the Plan have been accepted, rejected, or modified by the Board of County Commissioners.
- r) The Clackamas County Board of Commissioners has considered the material presented by the Agency, and all matters discussed at the meetings described above, and finds the Amendment is necessary to achieve the objectives of the Clackamas Town Center Area Development Plan.
- s) It is the intent of this Board to advance the objectives of the Plan while minimizing the impacts to overlapping taxing districts.

Section 3: Approval

The Amendment to the Clackamas Town Center Area Development Plan and Report, attached as Exhibit A & B is incorporated herein, and hereby adopted and approved.

Section 4: Effective Date

This ordinance shall take effect ninety (90) days after its adoption.

Adopted January ____, 2017

Clackamas County
Board of Commissioners

Chair

Recording Secretary

- Exhibit A Clackamas Town Center 22nd Amendment
- Exhibit B Report on the Clackamas Town Center 22nd Amendment
- Exhibit C Clackamas County Planning Commission Recommendation

Exhibit A Clackamas Town Center Urban Renewal Plan 22nd Amendment

The following changes are made in the Clackamas Town Center Urban Renewal Plan. Added language is shown in *italics*.

SECTION 100. INTRODUCTION

1st Amendment – 1/7/82 – Resolution and Order No. 82-22 – addition of the Town Center Branch Library Project.

2nd Amendment – 1/21/82 – Resolution and Order No. 82-132 – a major amendment, addition of the geography of the I-205 Lester interchange and extension of Sunnybrook Avenue from 90th to 93rd Avenue.

3rd Amendment – 11/1/82 – Resolution and Order No. 84-1534 – a minor amendment, added the 93rd Avenue realignment project plan.

4th Amendment – 10/25/85 – Resolution and Order No. 85-1190 – a major amendment, reviewed/revised projects to provide necessary public improvements to encourage development and redevelopment in the Clackamas town Center development area. Substantial development had occurred in the past six years, and it was necessary to revise the plan. Some projects originally scheduled have been completed; additional projects necessary for orderly development/redevelopment were added. These products may include property acquisition, roadway improvements, and community facility projects not previously identified.

5th Amendment – 12/4/86 – Resolution and Order No. 86-1263 – a major amendment, deleted two areas from District terminating the TIF process and returned \$90,054,000 of incremental assessed value to the general tax rolls. The TIF return implemented a provision of the Fourth Amendment. The amendment also incorporated, by reference, amendments to the County Comprehensive Plan into this Plan.

6th Amendment – 12/24/86 – Resolution and Order No. 86-1372 – a minor amendment, amended the project schedule to provide for payback of State Lottery Funds for the Sunnyside Road Improvement Project.

7th Amendment – 6/4/87 – Resolution and Order No. 87-624 – a minor amendment, substituted the Ickes/Harmony School site for a previously identified site for the OIT/CCC campus project.

8th Amendment – 9/24/87 – Resolution and Order No. 87-1168 – a minor amendment, substituted the 82nd to 85th Avenue Extension project.

9th Amendment – 11/12/87 – Resolution and Order No. 87-1137 – a major amendment, Transportation: Adds the 1-205 Eastside Frontage Road and Boyer Drive Extension West Projects; Modifies the 1-205 Pedestrian/Bikeway/Vehicle Overpass and Monterey and Causey connections projects; Modifies the LRT project to reflect current conditions. Community Use Facilities: Modifies the Parksite Development and Acquisition project; Adds a low and moderate income housing subsidy program.

10th Amendment – 1/14/88 – Resolution and Order No. 88-44 – amended boundary of Development Area.

11th Amendment – 3/3/88 – Resolution and Order No. 88-211 – added Law Enforcement Training Center as project and identified site for acquisition.

12th Amendment – 5/16/91 – Resolution and Order No. 91-442 – added a maximum amount of indebtedness to be incurred under the Development Plan.

13th Amendment – 6/20/91 – Resolution and Order No. 91-590 – a minor amendment involving multiple sections of the plan.

14th Amendment – 4/18/96 – Resolution and Order No. 96-322 – a minor amendment, amending the boundary area to include and authorizing acquisition of the amended parcel.

15th Amendment – 11/7/96 – Resolution and Order No. 96-692 – a minor amendment, identifying parcels to be acquired and adding projects to the plan.

16th Amendment – 11/27/96 – Resolution and Order No. 96-729 – an update of the report to the Clackamas Town Center Development Area Plan, the report to the Clackamas Industrial Development Area Plan, and the report on the Government Camp Village Revitalization Area Plan, along with the decision to incur bonded debt.

17th Amendment – 5/21/98 – Resolution and Order No. 98-3461, 98-3711 – established a maximum indebtedness of \$177,153,300. The Board of Commissioners also selected option 1 as described in ORS 457.435(2)(a) as the method for collecting ad valorem property taxes.

18th Amendment – 6/22/00 – Resolution and Order No. 00-136 – updated the definition of substantial amendment in the report so that it reflects current statutory requirements. Amended to allow for the acquisition of land on the South East 91st Avenue for redevelopment purposes. Updated projects list.

19th Amendment – 4/5/01 – Resolution and Order No. 2001-63 – added 7.02 acres along Sunnyside Road to the Area.

20th Amendment – 7/22/04 – Resolution and Order No. 2004-161 – Clarified language pertaining to the light rail project along I-205.

21st Amendment – 6/16/05 – Resolution and Order No. 2005-159 – added projects and amended the boundaries.

22nd Amendment – 12/15/16 – Ordinance adding project for Mt. Scott Elementary School.

SECTION 400 – DECLARATION OF NECESSITY, PURPOSE AND DEVELOPMENT PLAN OBJECTIVES

410 – Purpose and Objectives of the Development Plan

1. Provide public facilities, *including school facilities*, and an economic climate to encourage private investment in housing and support of the County’s housing policy;

SECTION 600. ACTIONS WHICH MAY BE USED TO IMPLEMENT THE PLAN AND TO ACHIEVE PLAN OBJECTIVES

620 - Public Improvement

B. Community Use Facilities (See Exhibit 6)

12. Mt. Scott Elementary School Capital Improvement Project

The proposed project would increase the size of the building, increase capacity to address overcrowding, address the inadequate facilities for students with special needs and address the substandard cafeteria size and capacity of the Mt. Scott Elementary School.

The Mt. Scott Elementary School serves and benefits the Clackamas Town Center Urban Renewal Area (Development Area) by providing education and community facilities to residents of the Development Area.

SECTION 1400 – RELATIONSHIP TO LOCAL OBJECTIVES

The areas where the Clackamas Town Center Urban Renewal Plan 22nd Amendment conforms to the goals of the Clackamas County Comprehensive Plan are as follows. The numbering reflects the numbering in the comprehensive plan document. The text in bold identifies the specific text from the comprehensive plan.

Chapter 7 - Public Facilities and Services

Schools

Public Services

Goals

Coordinate proposed land use actions and Plan amendments with school districts.

Coordinate the location and size of future school sites with appropriate school districts.

Support school facilities as focal points of community activity subject to available funding and interest.

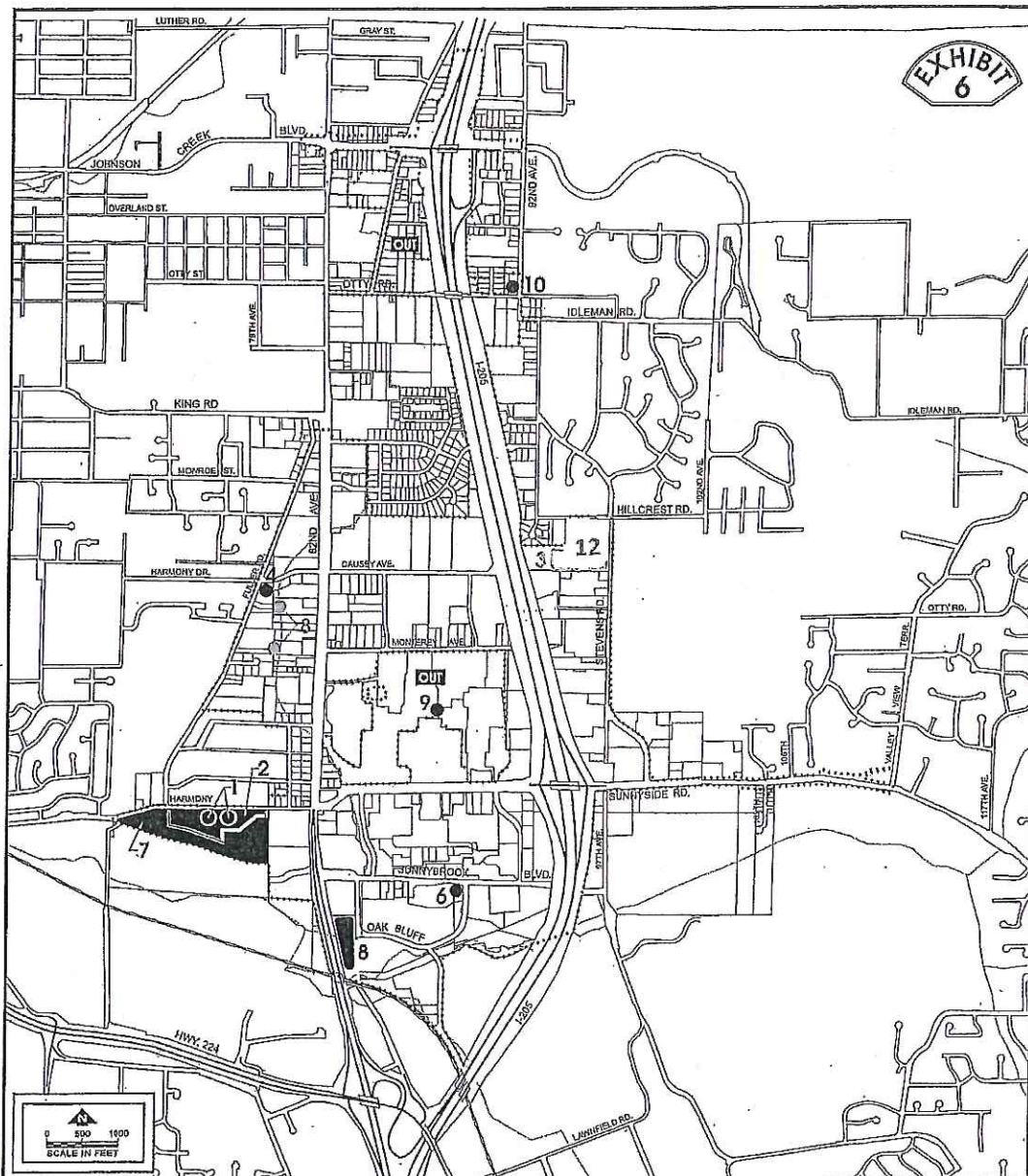
Education

6.0 Encourage maximum use of school facilities.

10.0 Encourage the location of schools in the urban areas within a safe walking distance for students.

The Clackamas Town Center Urban Renewal Plan conforms to the Clackamas Comprehensive Plan because Clackamas County and the Clackamas County Development Agency have coordinated with the North Clackamas Schools to identify schools needs within the Area. The request from North Clackamas Schools to help fund the improvements to Mt. Scott Elementary School was reviewed by staff and is being presented to the Clackamas County Development Agency and County Commission for approval. By improving the facilities, the County will be supporting school facilities as focal points of community activity, encouraging the maximum use of the school facilities and encouraging the location of the schools in the urban area.

Exhibit Six – Community Service Projects- Replaced in its Entirety



CLACKAMAS TOWN CENTER AREA DEVELOPMENT PLAN
COMMUNITY USE PROJECTS

<ul style="list-style-type: none"> Completed Project Future Project District Boundary 	<ul style="list-style-type: none"> 5 Day Care Site Locations To Be Determined Per Plan 7 Park Site Development And Acquisition Location To Be Determined 	<ul style="list-style-type: none"> 8 Creek Cleaning Locations To Be Determined During Final Engineering 11 Multi Use Development Locations To Be Determined 12 Mt. Scott Elementary Improvements
---------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Source: Clackamas County

REPORT ACCOMPANYING THE 22nd AMENDMENT
TO THE CLACKAMAS TOWN CENTER URBAN
RENEWAL PLAN

Clackamas County
December 2016

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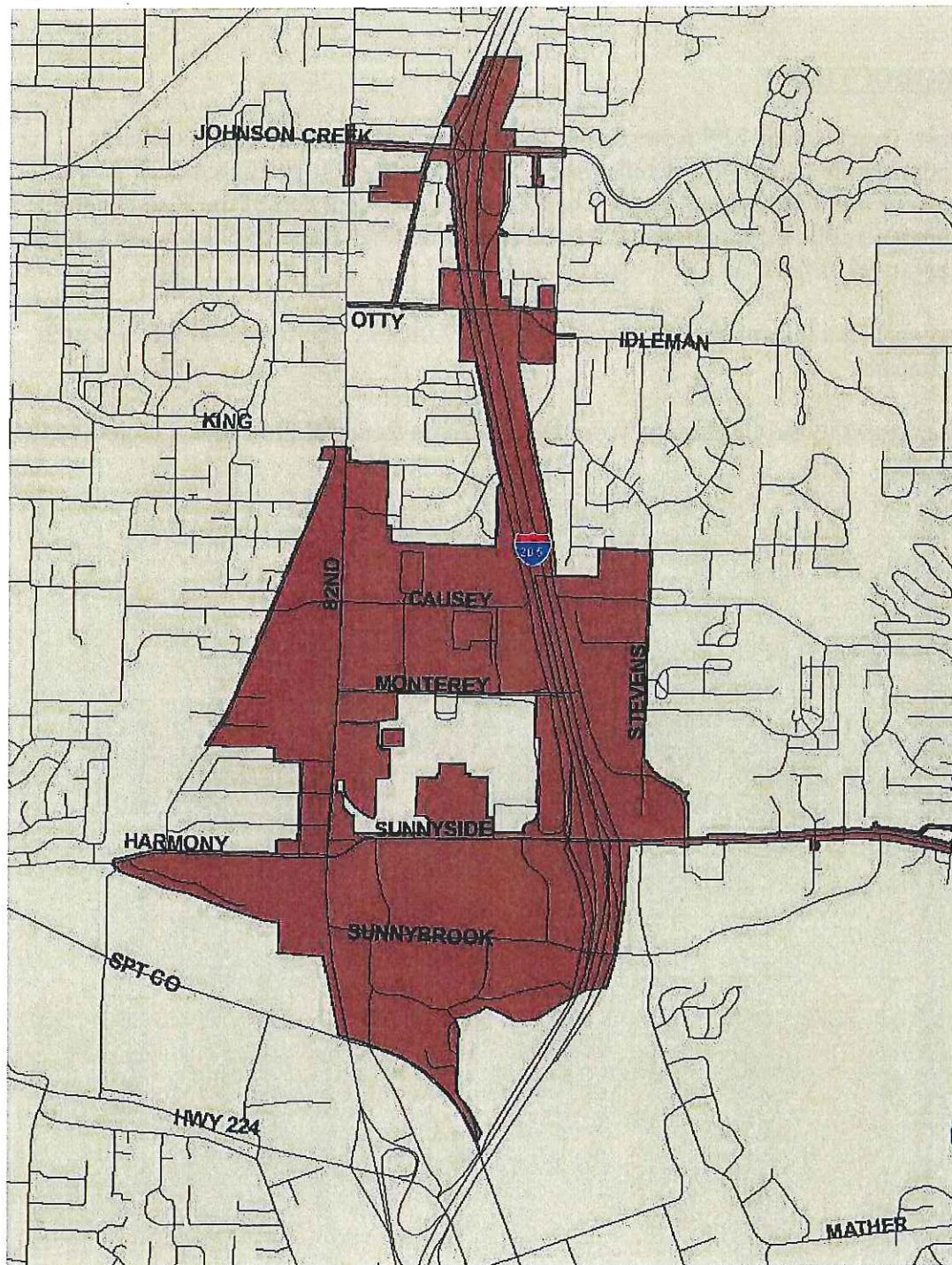
I. INTRODUCTION

This Clackamas Town Center 22nd Amendment Urban Renewal Report (Report) contains background information and project details for the 22nd amendment to the Clackamas Town Center Urban Renewal Plan (Amendment). The Report is not a legal part of the Plan but is intended to provide public information and a basis for the findings made by Clackamas County as part of its approval of the Plan.

The Report provides the information required in ORS 457.085(3). The format of the Report is based on this statute.

The 2016 Amendment to the Clackamas Town Center Urban Renewal Plan adds a project to the urban renewal plan.

Figure 1 – Clackamas Town Center Urban Renewal Area



Source: Clackamas County

II. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND THEIR IMPACT ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within the Area, and documents the occurrence of “blighted areas” as defined by ORS 457.010(1).

A. Physical Conditions

1. Land Use

The urban renewal area is 819 acres, 409.2 acres of tax lots and 409.8 acres of right of way.

An analysis of property classification data from the Clackamas County FY 2015/16 Assessment and Taxation database was used to determine the land use designation of parcels in the Area. Detailed land use information for the Area is in Table 1. As shown in the table, 51.37 percent of the acres are commercial, for a total of 210.2 acres.

Table 1 - Existing Land Use of Area

Existing Land Use	Parcels	Acres	Percent of Acres
Commercial	144	210.2	51.37%
Apartments	21	69.01	16.86%
Industrial	26	44.09	10.77%
Low Income Housing	5	16.66	4.07%
Residential	4	11.94	2.92%
Retirement Homes	6	11.78	2.88%
Hotel/Motel	2	11.3	2.76%
High Density Res	10	9.82	2.40%
Mixed use	4	8.05	1.97%
Multi-family Res	29	7.32	1.79%
Condos	79	5.52	1.35%
PGE	1	2.05	0.50%
Manufactured Homes	1	1.25	0.31%
Not Identified	2	0.22	0.05%
Total	334	409.2	100.00%

Source: Clackamas County Assessor Records

2. Zoning and Comprehensive Plan Designations

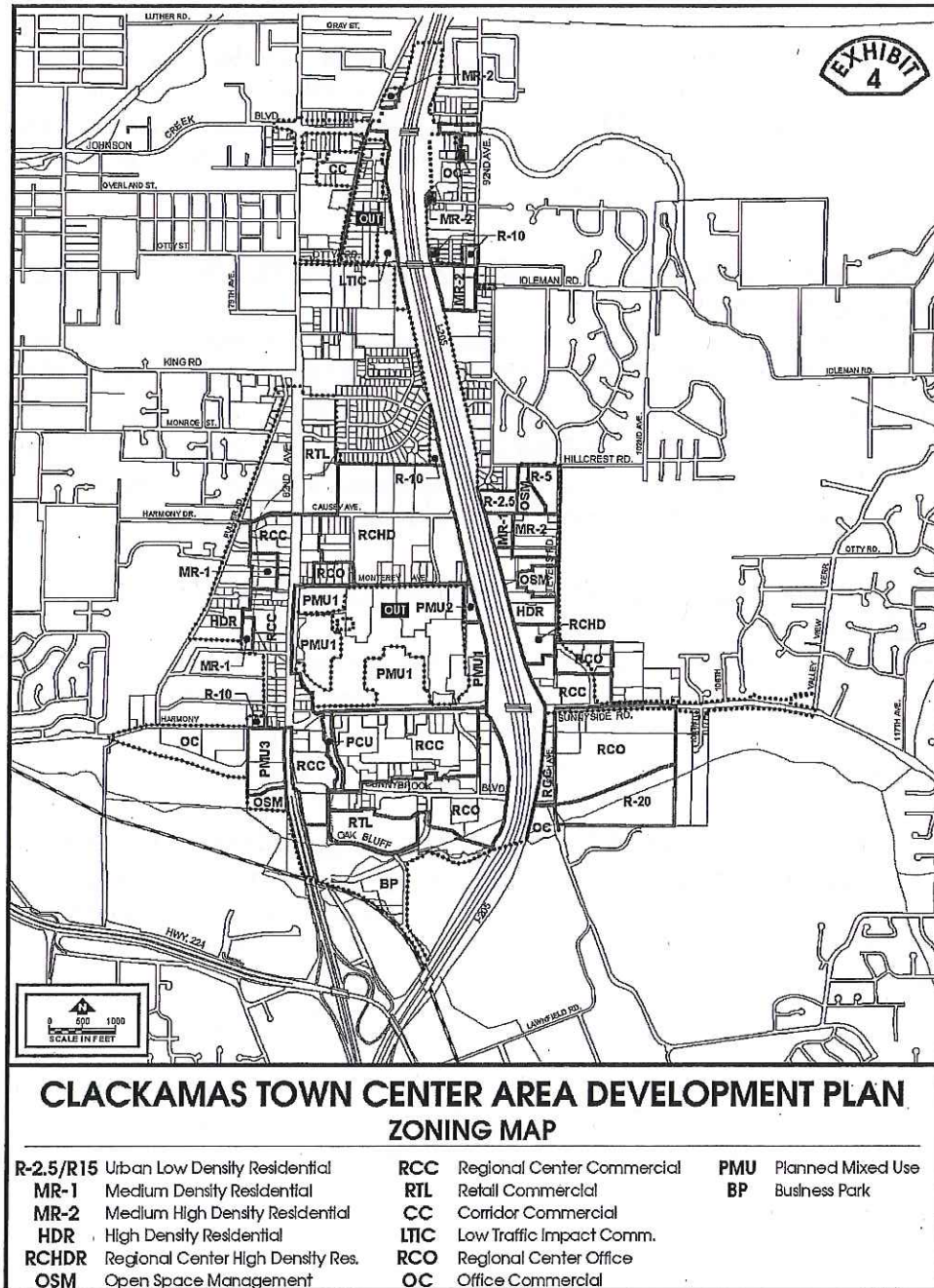
In Clackamas County the zoning and comprehensive plan designations are the same. Table 2 shows the detailed zoning and comprehensive plan designations for the Area. As illustrated in the table, 19.84 percent of the acreage of the Area parcels is zoned Regional Center Commercial and another 17.51 percent of the acreage of the parcels is zoned Regional Center High Density Residential.

Table 2 - Zoning and Comprehensive Plan Designations of Area

Zoning	Parcels	Acres	Percent of Acres
Regional Center Commercial	74	81.20	19.84%
Regional Center High Density Residential	98	71.66	17.51%
Regional Center Office	26	53.71	13.13%
Light Industrial	6	46.13	11.27%
Retail Commercial	18	34.30	8.38%
Open Space Management District	4	23.05	5.63%
Station Community Mixed Use	40	17.06	4.17%
Regional Center Mixed Use	9	16.39	4.01%
High Density Residential	15	15.68	3.83%
Medium High Density Residential (MR-2)	30	13.80	3.37%
Urban Low Density Residential (R5)	1	8.28	2.02%
Office Commercial	2	7.70	1.88%
Medium Density Residential (MR-1)	5	7.43	1.82%
Planned Mix Use	1	5.49	1.34%
Corridor Commercial	1	3.62	0.88%
Institutional Public Use	1	2.14	0.52%
Urban Low Density Residential (R10)	2	1.52	0.37%
Null	1	0.04	0.01%
Total	334	409.2	100.00%

Source: Clackamas County Assessor Records

Figure 2 – Zoning/Comprehensive Plan Designations (Figure 4 of original Report)



B. Public Facilities1. *Schools*

The blighting conditions in the Area are within the Mt Scott Elementary School, as defined below. These conditions were provided by North Clackamas Schools in an e mail dated July 21, 2016.

Inadequate improper, defectively designed, substandard Facility due to school size:

Mt. Scott Elementary School is the smallest neighborhood elementary school in the North Clackamas School District and its size is substandard. The school has 48,730 square feet (sf) and the standard is over 60,000 sf. This is detrimental to the safety, health and welfare of the community.

Inadequate, improper, defectively designed and substandard facility due to capacity and overcrowding:

Mt. Scott Elementary School enrollment has exceeded capacity and is projected to further exceed capacity in the future. While the Portland State University Population Research Center reported that the 2015-2016 enrollment was 373 and capacity was 375, the enrollment was using the October 2015 numbers. The June 2016 enrollment is 379 and enrollment will be growing in the coming years due to development in the area. This is detrimental to the safety, health and welfare of the community.

Inadequate, improper, defectively designed facility due to substandard sized cafeteria:

Mt Scott Elementary School's cafeteria is substandard. The size of the cafeterias 1,875 sf and the standard is approximately 2,400 sf. There is only one other school in the district with a cafeteria this small or smaller and it will be expanded in the coming years. This is detrimental to the safety, health and welfare of the community.

Inadequate, improper, defectively designed, and substandard facility for students with special needs due to faulty interior arrangement and fixtures:

Mt. Scott Elementary School's Structured Learning Center for students with special needs is substandard. The standard requires an adjacent student restroom. The school needs appropriate classrooms with adjacent restrooms to adequately support students with special needs. This detrimental to the safety, health and welfare of the community.

The proposed project would increase the size of the building, increase capacity to address overcrowding, address the inadequate facilities for students with special needs and address the substandard cafeteria size and capacity.

C. Infrastructure

The projects listed below are showing deficiencies in the Area. The identification of these projects from the Capital Improvement plans do not mean these projects are identified to be built using tax increment funds, only that they are identified as needed improvements in the Area, supporting the fact that the Area is blighted.

1. Streets

The following projects are identified in the Clackamas County Capital Projects list.

Table 3 – Transportation Projects in the Area

Project/Street Name	Segment/ Locations	Project Description
Clack. Regional Center Bike/Ped Corridors	N/A	Construct pedestrian and bike improvements as described in the Clackamas Regional Center Pedestrian/Bicycle Plan
CTC Alternative Performance Standards Study	Clackamas Regional Center	Develop alternative performance standards for the intersections within the Clackamas Regional Center
CTC Circulation Plan	West of the Town Center	Study the circulation and create a plan
Harmony Rd/Sunnyside Rd	Harmony Rd/Sunnyside Rd/OR 213 intersection	Extend queue storage on westbound approach and rebuild median; extend queue storage on eastbound approach and install median; convert to right-in-right-out accesses on frontage road
I-205 Multi-Use Path Connection	Between Sunnyside Rd. and Sunnybrook Blvd.	Construct ADA compliant access to the commercial area from the I-205 Multi-Use Path
Monterey Ave	Stevens Rd. to Bob Schumacher Rd.	Construct collector roadways with bikeways and pedestrian facilities
Sunnyside Rd	93rd Ave to 126th Ave	Perform road safety audit or transportation safety review to identify appropriate safety improvements
Sunnyside Rd	Sunnyside Rd/Stevens Rd Intersection	Intersection improvements, such as additional turn lanes, turn lane extensions, and/or signal timing modifications

Source: Clackamas County Capital Projects List Table 5-3a

2. Water

The water lines in the Area are in good condition.

3. Sewer

There are two projects in the Capital Improvement Plan for the Clackamas Town Center Area:

Slip Line Pipe Project – Sunnybrook: This collection system pipe located at Sunnybrook Boulevard attracts heavy use from the surrounding businesses in the area. Continual buildup of Greece and large flows of other caustic materials mean this line requires a very high level of maintenance. This project provides a new lining in the existing collecting system pipe that has been eroded by caustic elements in the flow coming from businesses in the area. Lining the pipe will reduce friction and increase flow through the line resulting in less maintenance and reduced operating costs, extending the life of the asset, and reduce inflow and infiltration which helps to preserve treatment capacity at the plant.

Sunrise Corridor Sewer Relocation: The Oregon Department of Transportation (ODOT) is currently finalizing the design for the first phase of their Sunrise Corridor JTA project, which constructs a new roadway easterly of I-205 and just north of Highway 212/224. Numerous existing District sanitary sewer lines will be affected by this proposed construction and must be strengthened to accommodate this new roadway and the associated loadings it will place on the pipes. Additionally, assessing and improving these lines after the improvements would be very difficult. The District is utilizing the services of OBEC Engineers to design the necessary sanitary sewer improvements and the district will be providing the labor to manage and inspect the project. All of these District costs will be reimbursed by ODOT, but the District will have to fund the expenditures initially. Construction of the actual improvements will be done by ODOT's contractor, will be paid directly by ODOT. This project reflects an opportunity to upgrade our existing conveyance pipes in the area at no cost to the District.

4. Storm Water

The storm water systems in the Area are in good condition.

D. Social Conditions

There are 157 parcels in the Area classified by the Clackamas County Assessor as having residential use.

The largest group of people in the block group is age 18 to 24 years, 19 percent, followed by age 25 to 34 years, 15 percent.

Table 4 – Age in the URA

Age	Number	Percent
Under 5 Years	679	9%
5 to 9 Years	530	7%
10 to 14 Years	384	5%
15 to 17 Years	256	3%
18 to 24 Years	1,462	19%
25 to 34 Years	1,184	15%
35 to 44 Years	802	10%
45 to 54 Years	916	12%
55 to 64 Years	739	10%
65 to 74 Years	429	6%
75 to 84 Years	231	3%
85 Years and over	78	1%
Total	7,690	100%

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

The majority of people in the block group are white alone, 84 percent.

Table 5 – Race in the URA

Race	Number	Percent
White Alone	6,476	84%
Black or African American Alone	185	2%
American Indian and Alaska Native Alone	109	1%
Asian Alone	389	5%
Native Hawaiian and Other Pacific Islander Alone	9	0%
Some Other Race Alone	275	4%
Two or More races	247	3%
Total	7,690	100%

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

The largest group of people have some college experience, 38 percent, while 20 percent of the group have completed college.

Table 6 – Educational Attainment in the URA

Educational Attainment	Number	Percent
Less Than High School	522	12%
High School Graduate (includes equivalency)	1,194	27%
Some college	1,670	38%
Bachelor's degree	721	16%
Master's degree	147	3%
Professional school degree	94	2%
Doctorate degree	31	1%
Total	4,379	100%

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

The largest group of people, 25 percent in the block group, drove 20 to 29 minutes to work.

Table 7 – Travel Time to Work in the URA

Travel Time to Work	Number	Percent
Less than 10 minutes	622	15%
10 to 19 minutes	938	23%
20 to 29 minutes	989	25%
30 to 39 minutes	472	12%
40 to 59 minutes	474	12%
60 to 89 minutes	175	4%
90 or More minutes	124	3%
Worked at home	222	6%
Total	4,016	100%

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

The majority of the block group, 71 percent, drove alone to work.

Table 8 – Means of Transportation to Work in the URA

Means of Transportation to Work	Number	Percent
Drove Alone	2,840	71%
Carpooled	538	13%
Public transportation (Includes Taxicab)	294	7%
Motorcycle	24	1%
Bicycle	0	0%
Walked	73	2%
Other means	25	1%
Worked at home	222	6%
Total	4,016	100%

Source: Social Explorer, American Community Survey 2010-2014 5-Year Estimates

E. Economic Conditions

1. Taxable Value of Property within the Area

There is no increase in the total assessed value of the properties in the 2016 amendment. No property is being added. The Clackamas Town Center Urban Renewal Plan discontinued taking tax increment proceeds in FY 2013/2014.

2. Building to Land Value Ratio

An analysis of property values can be used to evaluate the economic condition of real estate investments in a given area. The relationship of a property’s improvement value (the value of buildings and other improvements to the property) to its land value is generally an accurate indicator of the condition of real estate investments. This relationship is referred to as the “Improvement to Land Ratio” or “I:L”. The values used are real market values. In urban renewal areas, the I:L may be used to measure the intensity of development or the extent to which an area has achieved its short- and long-term development objectives. A healthy condition of real estate investment in the Clackamas Town Center area would be over 2:1.

As shown in Table 7 below 18 percent (77 acres) of the Area’s acreage has no improvements. An additional 35 percent of the acreage has an I:L value below 2.

Table 9 - I:L Ratio of Parcels in the Area

Improvement/Land Ratio	Parcels	Acres	Percent of Acres
Exempt	2	1.45	0.35%
Condominiums	74	2.92	0.71%
No Improvement Value	77	77.14	18.85%
0.01-0.50	33	34.55	8.44%
0.51-1.00	23	26.93	6.58%
1.01-1.50	20	39.16	9.57%
1.51-2.00	38	41.29	10.09%
2.01-2.50	23	58.28	14.24%
2.51-3.00	6	21.48	5.25%
3.00-4.00	12	21.96	5.37%
>4.00	26	84.04	20.54%
Total	334	409.2	100.00%

Source: Clackamas County Assessor data

F. Impact on Municipal Services

The fiscal impact of tax increment financing on taxing districts that levy taxes within the Area (affected taxing districts) is described in Section IX of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services.

Municipality is defined in ORS 457 as any county or any city in this state. The addition of the Mt Scott Elementary School project will impact county services by providing a better environment for education within the county. Mt. Scott Elementary presently has conditions that need to be upgraded, as described in Section II. B. of this document. The ability to fund improvements to the school will assist residents in providing education opportunities within their local school area.

III. REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN

There is no change to this section as no new property is being added to the urban renewal area.

IV. THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

The new project in the Area is:

Mt. Scott Elementary School Improvements:

The proposed project would increase the size of the building, increase capacity to address overcrowding, address the inadequate facilities for students with special needs and address the substandard cafeteria size and capacity at the Mt Scott Elementary School.

Existing Conditions:

Inadequate improper, defectively designed, substandard Facility due to school size:

Mt. Scott Elementary School is the smallest neighborhood elementary school in the North Clackamas School District and its size is substandard. The school has 48,730 square feet (sf) and the standard is over 60,000 sf. This is detrimental to the safety, health and welfare of the community.

Inadequate, improper, defectively designed and substandard facility due to capacity and overcrowding:

Mt. Scott Elementary School enrollment has exceeded capacity and is projected to further exceed capacity in the future. While the Portland State University Population Research Center reported that the 2015-2016 enrollment was 373 and capacity was 375, the enrollment was using the October 2015 numbers. The June 2016 enrollment is 379 and enrollment will be growing in the coming years due to development in the area. This is detrimental to the safety, health and welfare of the community.

Inadequate, improper, defectively designed facility due to substandard sized cafeteria:

Mt Scott Elementary School's cafeteria is substandard. The size of the cafeterias 1,875 sf and the standard is approximately 2,400 sf. There is only one other school in the district with a cafeteria this small or smaller and it will be expanded in the coming years. This is detrimental to the safety, health and welfare of the community.

Inadequate, improper, defectively designed, and substandard facility for students with special needs due to faulty interior arrangement and fixtures:

Mt. Scott Elementary School's Structured Learning Center for students with special needs is substandard. The standard requires an adjacent student restroom. The school needs appropriate classrooms with adjacent restrooms to adequately support students with special needs. This detrimental to the safety, health and welfare of the community.

The proposed project would increase the size of the building, increase capacity to address overcrowding, address the inadequate facilities for students with special needs and address the substandard cafeteria size and capacity.

V. THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS

The costs of projects in the FY 16/17 budget are shown below. The sources of money to pay the projects are funds within the Clackamas Town Center Fund maintained by the Clackamas County Development Agency (CCDA). Tax increment division of taxes has ceased in this urban renewal area. No new tax increment funds are being taken from division of taxes to fund projects.

Table 10 – Project and Plan Categories for FY 16/17

Project	Estimated Cost	Estimated completion date
Payments to Local Governments (Mt Scott Elementary School portion \$2,500,000)	\$2,842,937	Payment to be made in FY 2016/17
Boyer Drive Extension	\$1,925,000	FY 2016/17 to FY 2019/20
Otty Street Re-alignment	\$2,500,000	FY 2016/17 to FY 2019/20
Sunnyside Road/Stevens Intersection Improvements	\$1,375,000	FY 2016/17 to FY 2019/20
Clackamas Regional Center Mobility Improvements	\$2,550,000	FY 2016/17 to FY 2019/20
Bike and Pedestrian Improvements	\$105,000	FY 2016/17 to FY 2019/20
Monterey to Price-Fuller	\$10,000	FY 2016/17 to FY 2019/20
Total	\$11,307,937	

Source: Clackamas County FY 2016/17 Budget

VI. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT

Estimated completion dates for the projects in the FY 16/17 budget are shown above in Table 10.

VII. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

The \$2,500,000 of revenues required for the Mt. Scott elementary School are not new tax increment revenues, but revenues within the Clackamas Town Center Fund. There are additional projected revenues of \$32,130,807, \$26,630,807 of which is reserved for future expenditures and \$1,500,000 in contingency, in the Clackamas Town Center Debt Service Fund as shown in the FY 16/17 budget. There are no existing long term indebtedness commitments in the Development Area.

VIII. FINANCIAL ANALYSIS OF THE PLAN

The CCDA has approved a FY 16/17 budget for the Clackamas Town Center that includes a line item for Payments to Local Governments. This Amendment would allocate \$2,500,000 from the Payments to Local Governments to North Clackamas Schools for the Mt. Scott Elementary School Improvement Project. These funds are in the Clackamas Town Center Fund and do not represent any new collections of tax increment from division of taxes.

IX. IMPACT OF THE TAX INCREMENT FINANCING, BOTH UNTIL AND AFTER THE INDEBTEDNESS IS REPAID, UPON ALL ENTITIES LEVYING TAXES UPON PROPERTY IN THE URBAN RENEWAL AREA

The impact of tax increment financing on overlapping taxing districts is not relevant to this Amendment. The Town Center Urban Renewal Area is no longer taking division of taxes. If this project was not pursued, these funds could be used for other specified urban renewal projects.

X. RELOCATION REPORT

There are no businesses or residents to be relocated under the Amendment.

XI. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA

The Clackamas Town Center is no longer division of taxes, so this section is not relevant to this Amendment.

December 15, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

**TEFRA Hearing on the Issuance of Private Activity Bonds for the
Development of the Rosewood Terrace Apartment Project**

Purpose/Outcomes	A Public Hearing before the HACC Board of Commissioners to receive comments on the use of Private Activity Bonds (PAB) for the development of an affordable housing project (TEFRA Hearing)
Dollar Amount and Fiscal Impact	PAB Application for \$32,000,000
Funding Source(s)	Private Activity Bond - Debt Management Division of the Oregon State Treasury
Duration	40-year principal and interest amortization period
Previous Board Action	The Board discussed the TEFRA Hearing at the November 22, 2016 Policy Session
Strategic Plan Alignment	<ul style="list-style-type: none"> • Ensure safe, healthy and secure communities • Sustainable and Affordable Housing
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	N/A

BACKGROUND:

As part of the bond approval process the HACC Board must hold a Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearing. This hearing is mandated by the IRS to provide a reasonable opportunity for interested individuals to express their views on the issuance of bonds and the nature of the improvements and projects for which the bond funds will be allocated.

The TEFRA hearing must be held before the Oregon Private Activity Bond Committee will approve the Bond application. The TEFRA Hearing requires that a Public Notice be published at least 14 days prior to the hearing date. The attached notice was advertised in the Oregonian on Friday, November 25, 2016. As included in the Notice the Bonds will be used to finance the acquisition and construction of an apartment complex containing a total of approximately 212 dwelling units, to be known as the Rosewood Terrace Apartments, to provide housing for low-income persons, as a qualified residential rental project under Section 142(d) of the Code.

The Rosewood Terrace Apartment project includes one hundred twelve 1 Bedroom/1 Bath units, ninety-two 2 Bedroom/2 Bath units, and eight 3 Bedroom/2 Bath Units. The current Fair Market Rents for a 2 Bedroom unit is \$1,242, which is less than actual market rent. This project keeps rent at \$761/Mo for 1BR/1 Bath, \$909/Mo for 2BR/2Bath, and \$1,044/Mo for 3 BR/2 Bath

making it affordable to households making less than 60% of the Area Median Income. These units are required to remain affordable for a period of 60 years.

The Bond amount will not exceed \$32,000,000.

RECOMMENDATION:

Staff recommends the HACC Board of Commissioners hold the TEFRA Hearing.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

NOTICE OF PUBLIC HEARING

The Housing Authority of Clackamas County (the "Authority") will hold a public hearing on December 15, 2016 at 6:00 p.m., at the Board of County Commissioners chamber on the 4th Floor of 2051 Kaen Road, Oregon City, Oregon 97045, on the proposed issuance by the Authority pursuant to a plan of financing with respect to the project described below (the "Project") of certain obligations the interest on which will be excluded from gross income for federal income tax purposes pursuant to Sections 103 and 142 of the Internal Revenue Code of 1986, as amended (the "Code").

Project Description:	Finance the acquisition and construction of an apartment complex containing a total of approximately 212 dwelling units, to be known as the Rosewood Terrace Apartments, to provide housing for low-income persons, as a qualified residential rental project under Section 142(d) of the Code
Maximum Amount of Obligations:	\$32,000,000
Project Owner:	An Oregon limited partnership or limited liability company which is an affiliate of Pedcor Investments, A Limited Liability Company, a Wyoming limited liability company
Project Location:	8810 & 8850 SE Otty Road, Happy Valley, Oregon

The public is invited to attend the hearing and present oral or written testimony regarding the Project, or to submit written comments to the Authority at the above address to be received no later than the time of the hearing. The hearing will constitute the public hearing required by Section 147(f) of the Code. The Authority is committed to providing equal access to individuals with disabilities, consistent with the Americans with Disabilities Act and other state and federal laws prohibiting discrimination against individuals with disabilities. Anyone requiring an accommodation to participate in this hearing or to obtain information subject to this notice should contact the Authority, at least 24 hours prior to the time of the hearing, at 503-655-8279.

/s/ Chuck Robbins, Executive Director

December 15, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Bond Inducement Resolution Declaring the Housing Authority of
Clackamas County (HACC) Intent to Issue Revenue Bonds for the
Development of the Rosewood Terrace Apartment Project

Purpose/Outcomes	Approval to apply for Private Activity Bonds for the construction of a 212 unit affordable housing project on Otty Road called Rosewood Terrace Apartments
Dollar Amount and Fiscal Impact	\$32,000,000
Funding Source(s)	Private Activity Bond - Debt Management Division of the Oregon State Treasury
Duration	40-year principal and interest amortization period
Previous Board Action	The Board discussed the Bond Inducement Resolution at a November 22, 2016 Policy Session
Strategic Plan Alignment	<ul style="list-style-type: none"> • Ensure safe, healthy and secure communities • Sustainable and Affordable Housing
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	N/A

BACKGROUND:

The Clackamas County Housing Authority (HACC) a Division of the Health, Housing & Human Services Department requests the approval to proceed with the application of a Private Activity Bond from the State of Oregon for the construction of the Rosewood Terrace Apartment project.

The Preliminary Bond Inducement Resolution is the first “official action” requiring approval by the HACC Board communicating the intent to issue bonds for the Rosewood Terrace project. The Inducement identifies a not to exceed bond amount of \$32,000,000 and a not to exceed total project cost of \$63,000,000. The bond is necessary in order to move forward in developing a multifamily affordable housing complex at 8810 & 8850 Otty Road in Happy Valley.

Rosewood Terrace will bring 212 new units of affordable housing, which includes one hundred twelve 1 Bedroom/1 Bath units, ninety-two 2 Bedroom/2 Bath units, and eight 3 Bedroom/2 Bath Units. The current Fair Market Rents for a 2 Bedroom unit is \$1,242, which is less than actual market rent. This project keeps rent at \$761/Mo for 1BR/1 Bath, \$909/Mo for 2BR/2Bath, and \$1,044/Mo for 3 BR/2 Bath making it affordable to households making less than 60% of the Area Median Income. These units are required to remain affordable for a period of 60 years.

The financing structure of this project imposes minimal risk to the County and HACC because the developer is responsible for: 1) Guaranteeing completion of construction and achieving

stabilization (e.g. lease up, minimum revenue targets and debt coverage ratio); and 2) Bond financing will be insured by the U.S. Department of Housing and Urban Development's (HUD) 221(d)(4) loan guarantee program. Therefore in the event of a default, debt service payments will be made by HUD. Because these are revenue bonds there is no recourse to the County in the event of a default.

With the approval of County Counsel, HACC has contracted with Foster Pepper PLLC, as independent Bond Counsel for this project. This Bond Inducement Resolution has been reviewed and approved by Bond Counsel.

RECOMMENDATION:

Staff recommends the Board approve the Preliminary Bond Inducement Resolution. Additionally, staff recommends the Board authorizes HACC Executive Director to sign Private Activity Bond documents on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

December 15, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Second Quarter of Fiscal Year 2017

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2017.
Dollar Amount and Fiscal Impact	\$13,148.92 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	(October 1, 2016 – December 31, 2016)
Previous Board Action	First quarter collection loss was approved by the Housing Authority Board of Commissioners.
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 the approval to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2017 (October 1, 2016 – December 31, 2016). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the second quarter of fiscal year 2017 will be \$13,021.01 for Low Rent Public Housing, \$127.91 for Janssen Road Apartments. Of the total second quarter write offs, \$2,681.81 was for uncollected rents and \$10,467.11 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the second quarter of fiscal year 2017 will be \$13,148.92.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Housing, Housing & Human Services

In the Matter of Approving the Housing Authority's Intent to Issue Not to Exceed \$32,000,000 of Revenue Bonds for the Rosewood Terrace Apartments

RESOLUTION NO. 1917

WHEREAS, the Housing Authority of Clackamas County (the "Authority") is a public body corporate and politic of the State of Oregon and is empowered by ORS 456.005 to 456.235 (the "Act") to issue revenue bonds for the purpose of financing housing projects; and

WHEREAS, the Authority seeks to encourage the provision of long-term housing for low-income persons residing within Clackamas County, Oregon (the "County"); and

WHEREAS, Pedcor Investments, A Limited Liability Company, a Wyoming limited liability company (the "Sponsor") intends to form a separate legal entity (the "Borrower") as an Oregon limited liability partnership of which an affiliate of the Sponsor will be the sole general partner, an Oregon limited liability company of which an affiliate of the Sponsor will be the managing member, or similar arrangement; and

WHEREAS, the Sponsor has requested that the Authority issue and sell its revenue bonds (the "Bonds") in an amount not to exceed \$32,000,000 pursuant to the Act, to assist the Borrower in financing the acquisition and development of a new approximately 212-unit apartment complex to be located at 8850 SE Otty Road, Happy Valley, Oregon 97086, in an unincorporated area of the County, to provide housing for low-income persons (the "Project"), the estimated cost of which is not expected to exceed \$63,000,000; and

WHEREAS, the use of the proceeds of the sale of the Bonds by the Borrower will permit the Borrower to acquire and develop the Project, thereby providing decent, safe, and sanitary housing for persons and families of lower income (as defined in the Act) for a period of not less than 60 years and other promoting the general health and welfare of the inhabitants within the jurisdictional limits of the Authority; and

WHEREAS, the Authority deems it necessary and advisable that it take such actions as may be required under the Act to authorize and issue the Bonds in one or more series to finance the cost of the Project in a total amount not to exceed \$32,000,000; and

WHEREAS, Treasury Regulations Section 1.103-8(a)(5) requires that, in order for expenditures for an exempt facility that are made before the issue date of bonds issued to provide financing for that facility to qualify for tax-exempt financing, the issuer must

In the Matter of Approving the Housing Authority's Intent to Issue Not to Exceed \$32,000,000 of Revenue Bonds for the Rosewood Terrace Apartments

RESOLUTION NO. 1917
(Cont'd)

declare an official intent under Treasury Regulations Section 1.150-2 to reimburse any such expenditures from the proceeds of those bonds, and one of the purposes of this resolution is to satisfy the requirements of such regulations; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, as follows:

Section 1. To assist in the financing of the Project, with the public benefits resulting therefrom, the Authority declares its intention, subject to the conditions and terms set forth herein, to issue and sell its revenue bonds or other obligations (the "Bonds"), in one or more series, in a principal amount of not to exceed \$32,000,000 and to reimburse the Borrower, from proceeds of the Bonds, for expenditures for the Project made by the Borrower before the issue date of the Bonds.

Section 2. The proceeds of the Bonds will be used to assist in financing the Project, and may also be used to pay all or part of the costs incident to the authorization, sale, issuance and delivery of the Bonds.

Section 3. The Bonds will be payable solely from the revenues derived as a result of the Project or other funds of the Borrower and the Sponsor pledged thereto including, without limitation, amounts received under the terms of any financing document or by reason of any additional security furnished by or on behalf of the Borrower in connection with the financing of the Project. The Bonds shall bear such rate or rates of interest, payable at such times, shall mature at such time or times, in such amount or amounts, shall have such security, and shall contain such other terms, conditions and covenants as shall later be provided by resolution of the Board of Commissioners of the Authority.

Section 4. The Bonds shall be issued subject to the conditions that (a) the Authority, the Borrower and the purchaser(s) of the Bonds shall have first agreed to mutually acceptable terms for the Bonds and the sale and delivery thereof and mutually acceptable terms and conditions of the loan or other agreement for the Project, and (b) all governmental approvals and certifications and findings required by laws applicable to the Bonds first shall have been obtained. The Executive Director of the Authority or his or her designee is authorized to cooperate with the Sponsor to seek an allocation of volume cap for the Bonds from the Private Activity Bond Committee of the Debt Management Division of the Oregon State Treasury.

Section 5. For purposes of applicable Treasury Regulations, the Borrower is authorized to commence financing of the Project and advance such funds as may be necessary therefor, subject to reimbursement for all expenditures to the extent provided herein out of proceeds, if any, of the issue of the Bonds authorized herein. However, the passage of this resolution does

not constitute a guarantee that the Bonds will be issued or that the Project will be financed as described herein. The Board of Commissioners of the Authority shall have the absolute right to

In the Matter of Approving the Housing Authority's Intent to Issue Not to Exceed \$32,000,000 of Revenue Bonds for the Rosewood Terrace Apartments

RESOLUTION NO. 1917
(Cont'd)

rescind this resolution at any time if it determines in its sole judgment that the risks associated with the issuance of the Bonds are unacceptable.

Section 6. It is intended that this resolution shall constitute a declaration of official intent to reimburse expenditures for the Project made before the issue date of the Bonds from proceeds of the Bonds, for the purposes of Treasury Regulations Sections 1.103-8(a)(5) and 1.150-2.

Section 7. The Executive Director of the Authority is granted the discretionary authority to negotiate and enter into an Indemnification and Compensation Agreement with the Sponsor setting forth the respective agreements and undertakings of the Authority and the Sponsor with respect to the proposed issuance of the Bonds, if the Executive Director deems it necessary and advisable for the best interest of the Authority to enter into such an agreement.

Section 8. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 9. Any action required by this resolution to be taken by the Executive Director of the Authority may in the absence of such person be taken by the duly authorized acting Executive Director of the Authority.

Section 10. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

DATED this 15 day of December, 2016.

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

John Ludlow, Chair

Recording Secretary

LRPH

Collection Loss for the period of

10/1/2016


to

12/31/2016

Second Quarter of Fiscal Year 2017

Unit #	SS #	Name	Rent	Sundry	Total
			40.44	1,049.67	\$ 1,090.11
			-	253.05	\$ 253.05
			166.70	272.50	\$ 439.20
			712.80	495.56	\$ 1,208.36
			181.96	2,453.85	\$ 2,635.81
			1,452.00	5,942.48	\$ 7,394.48
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Write-off			2,553.90	10,467.11	13,021.01


 Accounting Specialist 1 - Betty McKee


 Deputy Director of Finance - Jason Kirkpatrick


 Executive Director - Chuck Robbins

December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Adoption of Zoning and Development Ordinance 258, Amendments to the
Comprehensive Plan and Zoning and Development Ordinance to implement the
Clackamas Regional Center Connections Project

Purpose/Outcomes	Amend the Comprehensive Plan and ZDO
Dollar Amount and Fiscal Impact	None
Funding Source	Not applicable
Duration	Indefinitely
Previous Board Contact	Board of County Commissioners approved the application for funding on April 18, 2013; approved the IGA with Metro on March 20, 2014; held a policy session on June 28, 2016; and held a public hearing on September 21, 2016.
Strategic Plan Alignment	Build a strong infrastructure and grow a vibrant economy.
Contact Person	Abbot Flatt, 503-742-4533

During the course of the CRC Connections project, several new capital transportation projects were identified which address improvements to crossings, safety, bikeways, and the pedestrian system. In addition, several “housekeeping” changes to the Comprehensive Plan and Zoning and Development Ordinance were identified to add clarity to the transportation system performance measures.

The Planning Commission conducted a public hearing on this matter on July 25, 2016. By a vote of 6-0 with one abstention, the Planning Commission recommended that the Board approve the ZDO-258 amendment package with the following change: modify Comprehensive Plan Policy 5.DD.2.B to clarify that the policy is to conduct a study of potential performance measures for development review rather than to adopt new standards.

The Board conducted a public hearing on this matter on September 21, 2016. By a vote of 4-0, the Board voted to approve the amendment package as recommended by the Planning Commission.

RECOMMENDATION:

Staff recommends the Board adopt the attached ordinance

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation

Placed on the _____December 15, 2016_____ Agenda by DTD Division.

ORDINANCE NO. ZDO-258

**An Ordinance Amending Chapters 5 and 10 of the
Clackamas County Comprehensive Plan and Sections 202, 1007 and 1202 of the
Clackamas County Zoning and Development Ordinance**

WHEREAS, in August of 2013 the County was awarded a Construction Excise Tax Grant from Metro to analyze alternative transportation system performance measures and the designation of a Multi-modal Mixed-use Area in the Clackamas Regional Center Area; and

WHEREAS, in March of 2014, an Intergovernmental Agreement between Metro and the County was executed to commence work on the Clackamas Regional Center (CRC) Connections Project; and

WHEREAS, following public outreach and coordination with stakeholders, the Transportation Planning Staff and the Project Management Team developed recommended capital projects to improve the multimodal transportation system and other minor amendments to the Comprehensive Plan and Zoning Development Ordinance; and

WHEREAS, amendments to the Comprehensive Plan and Zoning and Development Ordinance are necessary to implement the recommendations from the CRC Connections project; and

WHEREAS, the proposed amendments are consistent with the Statewide Planning Goals and Guidelines, the Metro Urban Growth Management Functional Plan and the Metro Regional Transportation Plan; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Planning Commission recommended approval of amendments to the Comprehensive Plan and Zoning and Development Ordinance on July 25, 2016; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Board of County Commissioners orally approved the Planning Commission's recommendation on September 21, 2016; now therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 5, including Map 5-11a and Tables 5-3a and 5-3d, and Chapter 10, including Maps 10-CRC-4, 10-CRC-7 and 10-CRC-7a, of the Clackamas County Comprehensive Plan are hereby amended and Table 10-1 is hereby adopted, as shown in Exhibit A, hereto attached.

Section 2: Sections 202, 1007 and 1202 of the Clackamas County Zoning and Development Ordinance are hereby amended, as shown in Exhibit B, hereto attached.

Section 3: This ordinance shall be effective on January 18, 2017.

ADOPTED this 15th day of DECEMBER, 2016

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

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

December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Adoption of Zoning and Development Ordinance 260;
Amendments to the Comprehensive Plan to adopt the Villages at
Mt. Hood Pedestrian and Bikeway Implementation Plan

Purpose/Outcomes	Amend the Comprehensive Plan
Dollar Amount and Fiscal Impact	None
Funding Source	Not applicable
Duration	Indefinitely
Previous Board Contact	Board of County Commissioners approved the application for TGM grant funding on June 14, 2014; approved the IGA with ODOT on May 21, 2015; held a policy session regarding this project on October 11, 2016; and a public hearing on December 7, 2016
Strategic Plan Alignment	Build a strong infrastructure and grow a vibrant economy.
Contact Person	Lori Mastrantonio-Meuser, 503-742-4511

The Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan was initiated because there was a need to update the Mt. Hood Community Plan and to implement the ODOT Mt. Hood Multimodal Plan. In fall 2014, Clackamas County received a Transportation and Growth Management (TGM) grant from the Oregon Department of Transportation (ODOT) to prepare a pedestrian and bicycle plan for the Villages at Mt. Hood area, which includes the communities of Brightwood, Welches/Wemme, Zig Zag and Rhododendron.

One of the main goals of this project was to update the Mount Hood Community Plan in the Clackamas County Comprehensive Plan to include policies to address the four main objectives of the Villages Plan, which are to:

1. Identify bicycle and pedestrian needs within The Villages at Mt. Hood
2. Develop a Safe Routes to School Plan for Welches elementary and middle schools
3. Identify potential locations for additional or enhanced US 26 pedestrian crossings
4. Evaluate the feasibility of a multi-use path in the area

In addition to changes to in the Mt Hood Community Plan, several new capital transportation projects were identified which address improvements to crossings, safety, bikeways, and the pedestrian system.

The Planning Commission conducted a public hearing on this matter on November 14, 2016. By a vote of 6-0, the Planning Commission recommended that the Board approve the ZDO-260 amendment package as proposed by Staff.

The Board conducted a public hearing on this matter on December 7, 2016. By a vote of 5-0, the Board voted to approve the amendment package with two amendments.

RECOMMENDATION:

Staff recommends the Board adopt the attached ordinance.

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation

Placed on the _____December 15, 2016_____ Agenda by DTD Division.

ORDINANCE NO. ZDO-260

**An Ordinance Amending Chapters 5 and 10 and Appendix B of the
Clackamas County Comprehensive Plan**

WHEREAS, in September of 2014 the County was awarded a Transportation and Growth Management (TGM) grant from the Oregon Department Transportation (ODOT) to prepare a pedestrian and bicycle plan for the Villages at Mt. Hood area, which includes the communities of Brightwood, Welches/Wemme, Zig Zag and Rhododendron; and

WHEREAS, in May of 2015, an Intergovernmental Agreement between ODOT and the County was executed to commence work on the Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan; and

WHEREAS, following public outreach and coordination with stakeholders, the Transportation Planning Staff and the Project Management Team developed recommended capital projects to improve the multimodal transportation system and text amendments to the Mt. Hood Community Plan in Chapter 10 of the Comprehensive Plan; and

WHEREAS, amendments to the Comprehensive Plan are necessary to implement the recommendations from the Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan; and

WHEREAS, the proposed amendments are consistent with the Statewide Planning Goals and Guidelines and applicable criteria in the county's Comprehensive Plan and Zoning and Development Ordinance; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Planning Commission recommended approval of amendments to the Comprehensive Plan on November 14, 2016; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Board of County Commissioners orally approved the Planning Commission's recommendation on December 7, 2016; now therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 5, including Map 5-11b and Tables 5-3a, 5-3b, 5-3c and 5-3d; Chapter 10; and Appendix B of the Clackamas County Comprehensive Plan are hereby amended, as shown in Exhibit A, hereto attached.

Section 2: This ordinance shall be effective on January 18, 2017.

ADOPTED this 15th day of DECEMBER, 2016

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

December 8, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with
Northwest Housing Alternatives, Inc. for Emergency Shelter

Purpose/Outcomes	Contractor will provide emergency shelter and services to homeless families with children in Clackamas County
Dollar Amount and Fiscal Impact	\$27,762
Funding Source	Emergency Food and Shelter Program (EFSP) grant funds. No County General Funds are involved.
Safety Impact	None
Duration	December 1, 2015 through March 31, 2017
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	7956

BACKGROUND:

Social Services Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Grant Agreement with Northwest Housing Alternatives, Inc. (NHA). NHA will provide emergency shelter to homeless families with children in Clackamas County.

This agreement is funded with Emergency Food and Shelter Program (EFSP) grant funds from the Federal Department of Homeland Security for the express purpose to serve the hungry and homeless population.

This Subrecipient Agreement is effective December 1, 2015 through March 31, 2017. The reason for the retroactive effective date is the funding received 11/30/2016 allows for expenses to be paid back to December 1, 2015. The value of the agreement is \$27,762. There are no County General Funds involved.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-028**

Project Name: *Emergency Food & Shelter Program (EFSP)*

Project Number:

This Agreement is between Clackamas County, Oregon, acting by and through its Health, Housing and Human Services Department, Social Services Division (COUNTY) and Northwest Housing Alternatives, Inc. (SUBRECIPIENT) an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: *Sue Aronson*

Program Manager: *Luellen Oakley*

Clackamas County – Finance

Clackamas County – Social Services Division

2051 Kaen Road

2051 Kaen Road

Oregon City, OR 97045

Oregon City, OR 97045

(503)742-5421

(503)650-5725

suea@clackamas.us

luellen.oak@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: *Tam Gardner*

Program Representative: *Angela Trimble*

Northwest Housing Alternatives, Inc.

Northwest Housing Alternatives, Inc.

2316 SE Willard Street

2316 SE Willard Street

Milwaukie, Oregon 97222

Milwaukie, Oregon 97222

(503)654-1007 x103

(503)654-1007 x103

gardner@nwhousing.org

trimble@nwhousing.org

DUNS: 180757437

RECITALS

1. Whereas homelessness remains a persistent problem in most of Clackamas County, including urban, rural and suburban areas;
2. Whereas homelessness affects some of the most vulnerable Clackamas County residents, with almost half of the identified homeless being children under the age of 18, and significant numbers of veterans, people with disabilities, women fleeing domestic violence and older adults suffering homelessness;
3. Whereas homeless individuals are frequent victims of crime and often experience health problems;
4. Whereas many homeless adults want to work but are not employable without a safe place to sleep at night;
5. Whereas COUNTY has received federal funding under the Emergency Food and Shelter Program (EFSP), authorized by the Stewart B. McKinney Homeless Assistance Act of 1987, as amended, Title 3, Section 301, Public Law 100-77, 42 U.S.C 11331-11346. The EFSP was created in 1983 to supplement and expand the work of local social service agencies, both nonprofit and governmental, in an effort to help people with economic (rather than disaster-related) emergencies.

Northwest Housing Alternatives, Inc. (7956)

Subrecipient Grant Agreement – #17-028 EFSP

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6. Whereas funding provided in this award is intended to pay certain costs associated with the provision of emergency shelter services at the Annie Ross House shelter in Milwaukie, Oregon, operated by SUBRECIPIENT, in order to provide transitional shelter services to adults and families who require case management activities with attendant shelter to stabilize their shelter needs while providing for the development of essential living skills necessary to achieve long-term independent housing situations.
7. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **December 1, 2015** and shall expire on **March 31, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the EFSP award number 33-7080-00 005 E1 (Federal award date: 09/01/16) that is the source of the grant funding, in addition to Award Special Terms and Conditions, Program Information, and EFSP Manuals, Addenda, and other required information in Exhibits F-I, which are attached to and made a part of this agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **EFSP 33** (Catalogue of Federal Domestic Assistance [CFDA] #: **97.024**) issued to the COUNTY by the United Way on behalf of the U.S. Department of Homeland Security. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$27,762**. This is a fixed unit price grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund the approved budget (Exhibit B) in this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving

Northwest Housing Alternatives, Inc. (7956)

Subrecipient Grant Agreement – #17-028 EFSP

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appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
 - h) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly) during the term of this Agreement.
 - i) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.
 - j) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit a completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
 - k) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations

Northwest Housing Alternatives, Inc. (7956)

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incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.

- l) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- m) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- n) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- o) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.

If SUBRECEIPIENT receives \$100,000 or more in EFSP funds, SUBRECIPIENT must arrange for an independent audit of funds to coincide with the next scheduled audit of its financial affairs. If receiving \$50,000 to \$99,999 in EFSP funds, SUBRECIPIENT must arrange for an annual accountant's review of funds to coincide with the next scheduled annual review of its financial affairs. However, it is not necessary to have a separate, independent audit/review for this award so long as program funds are treated as a separate element in SUBRECIPIENT'S regular annual audit/review.

- p) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- q) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- r) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for EFSP 33, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- s) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.

Northwest Housing Alternatives, Inc. (7956)

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- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality, including those outlined in the EFSP Program Manual in Exhibit F.

11. Federal and State Procurement Standards

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

12. General Agreement Provisions

Northwest Housing Alternatives, Inc. (7956)

Subrecipient Grant Agreement – #17-028 EFSP

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- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its 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 SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, 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) **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.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

Northwest Housing Alternatives, Inc. (7956)

Subrecipient Grant Agreement – #17-028 EFSP

Page 8 of 20

- 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 10) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
 - e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

Northwest Housing Alternatives, Inc. (7956)

Subrecipient Grant Agreement – #17-028 EFSP

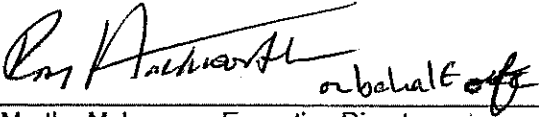
Page 9 of 20

- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

- Exhibit A: Subrecipient Statement of Program Objectives
 - Exhibit B: Subrecipient Program Budget
 - Exhibit C.1: Phase 33 Local Recipient Organization Certification
 - Exhibit C.2: Lobbying Certificates
 - Exhibit D: Daily Per Diem Log
 - Exhibit E: Award Special Terms and Conditions
 - Exhibit F: EFSP Phase 33 Manual
 - Exhibit G: EFSP Phase 33 Key Changes and Clarifications
-

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

NORTHWEST HOUSING ALTERNATIVES, INC.

By:  *on behalf of*
Martha McLennan, Executive Director
Date 11/9/2016
Street Address 2316 SE Willard Street
City / State / Zip Milwaukie, Oregon 97222
Phone (503)654-1007 x 107 / Fax /

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

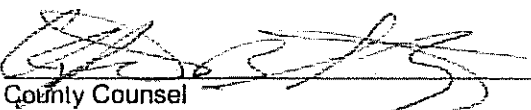
Richard Swift, Director
Health, Housing and Human Service Department

Date

Recording Secretary

Date

Approved to Form:


County Counsel

3 Nov 2016
Date

EXHIBIT A
Statement of Program Objectives

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No.17-028
SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES, INC.	

Program Objectives

SUBRECIPIENT agrees to perform the following activities under the terms of this agreement:

Provide shelter bed nights to adults and families who are found to be out of home and in need of shelter according to the eligibility requirements of the EFSP program (see Exhibit F).

Shelter Bed Night Services

1. Provide transitional shelter services to adults and families who require case management activities with attendant shelter to stabilize their shelter needs while providing for the development of essential living skills necessary to achieve long-term independent housing situations.
2. In operating the shelter identified above, SUBRECIPIENT shall ensure that all applicable standards for zoning and safety are met or exceeded, and that required supervision of the facility is provided in keeping with local regulation or requirement.

Performance Standards

1. SUBRECIPIENT shall, and shall cause, Denial, Appeal and Fair Hearing procedures accessible to applicants upon request.
2. SUBRECIPIENT may terminate assistance to participants who violate program requirements. SUBRECIPIENT shall have in place a procedure which governs the termination and grievance process. These procedures should describe the program requirements and the termination process, as well as the grievance procedure which recognizes the rights of individuals who may be affected. Termination and grievance procedures shall be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
3. SUBRECIPIENT shall assure that completed applications and household benefits are valid and correct.
4. SUBRECIPIENT shall maintain clear policies for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program assistance services.
5. SUBRECIPIENT shall maintain clear procedures for dealing with applicants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY.
6. SUBRECIPIENT shall maintain clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to COUNTY.

- 7 SUBRECIPIENT shall assure that all necessary documentation is included in client files. This includes documentation of homeless status used to determine program eligibility.

Reporting Requirements

Program Specific Reporting

1. SUBRECIPIENT shall comply with current Homeless Management Information System (HMIS) Policies and procedures and adhere to all HMIS reporting requirements.
2. SUBRECIPIENT shall assure that data entry into HMIS is accurate and occurs on a monthly basis.
3. SUBRECIPIENT shall maintain and provide to COUNTY, as requested, information as required by State and Federal funding sources for reporting purposes. Data collection in HMIS shall include universal data elements, services, and funding source. Additional information will be provided by the COUNTY for collection of fund source. Information requested will comply with all State and Federal laws regarding client confidentiality.
4. Supporting documentation must be retained on-site, e.g. service records and sign-in logs.

EXHIBIT B
SUBRECIPIENT Program Budget

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No.17-028
SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES, INC.	

Total maximum compensation under this contract shall not exceed \$27,762 of EFSP funds for emergency temporary shelter. The EFSP funds equate to 2,221 bed nights at \$12.50 per person in residence per night.

EXHIBIT C.1 – PHASE 33 LOCAL RECIPIENT ORGANIZATION CERTIFICATION

**EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM
PHASE 33 LOCAL RECIPIENT ORGANIZATION CERTIFICATION**

By signing this Local Recipient Organization (LRO) Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Phase 33 Responsibilities and Requirements Manual, including the Grant Agreement, articles, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in the Manual. All appropriate staff and volunteers have been informed of EFSP requirements. The Local Board has been provided and we have retained a copy of this form for our records.

I certify that my public or private agency:

- Has the capability to provide emergency food and/or shelter services.
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services.
- Is nonprofit or an agency of government
- Will not use EFSP funds as a cost-match for other Federal funds or programs.
- Has an accounting system, and will pay all vendors by an approved method of payment
- Understands that cash payments (including petty cash) are not eligible under EFSP.
- Conducts an independent annual review if receiving \$50,000-999,999; an independent annual audit if receiving \$100,000 or more in EFSP funds; and follows OIG's Unfunded Guidance if receiving \$750,000 or more in Federal funding.
- Has not received an adverse or an opinion audit.
- Is not debarred or suspended from receiving Federal funds.
- Has provided a Federal Employer Identification Number (FEIN) to EFSP
- Has provided a Data Universal Number System (DUNS) number issued by Dun & Bradstreet (D&B) and required associated information to EFSP
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds).
- Will not charge a fee to clients for EFSP funded services.
- Has a voluntary board if private, not-for-profit.
- Will provide all required reports to the Local Board in a timely manner; (i.e., Second Payment/Interim Request and Final Reports).
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, other proof of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by my jurisdiction's selected end-of-program date and return any unused funds (\$5.00 or more) to the National Board.
- Will provide complete, accurate documentation of expenses to the Local Board, if requested, following my jurisdiction's selected end-of-program date.
- Has no known EFSP compliance exceptions in this or any other jurisdiction.
- Will not use EFSP funding for any lobbying activities and if receiving \$100,000 or more, will provide the "Certification Regarding Lobbying" and, if applicable, will complete Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not engage in any trafficking of persons during the period this award is in effect.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information.

Note: Check this box only if your Local Board has additional requirements beyond those of the National Board. The Local Board must attach a copy of these requirements to the Local Board Plan when submitted to the National Board.

This form must be completed in its entirety. Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

LRO ID (9 digits): 708000-005 FEIN#: _____ DUNS #: 180757437

LRO Name: Northwest Housing Alternatives

Address: 2116 SE Willard St

City/State/Zip: McMinnville, OR 97123

Phone #: 503-654-1007 x 107 Fax #: 503-654-1319 Email: mcclennan@nwhousing.org

Print Name: Roy Hackworth on behalf of Matthew McCrennan

Signature: *Roy Hackworth* Date: 11/9/2016

EXHIBIT C.2 – LOBBYING CERTIFICATE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

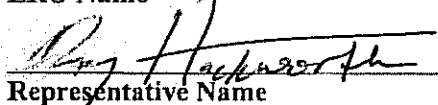
Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

Northwest Housing Alternatives

708000-005

LRO Name

LRO ID Number (9 digits)



Representative Name

11/9/2016

Representative Signature Date (month/day/year)

EXHIBIT E
Award Special Terms and Conditions

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No.17-028
SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES, INC.	

1. General Performance Standards

- a. SUBRECIPIENT ensures that all staff employed or contracted by SUBRECIPIENT who provide services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this Agreement.
- b. SUBRECIPIENT assures that all of SUBRECIPIENT's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. SUBRECIPIENT shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.
- c. Performance standards for this program shall comply in all respects with those outlined in the EFSP Phase 33 Manual (Exhibit F).

2. Staff

SUBRECIPIENT will provide the following for all staff that are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
- Appropriate education and academic degrees;
- Licenses or certificates, as required;
- Relevant work history or qualifications;

3. Monitoring

COUNTY shall monitor services provided by SUBRECIPIENT and has the right to require SUBRECIPIENT's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. SUBRECIPIENT shall cooperate with COUNTY in such monitoring. COUNTY shall provide SUBRECIPIENT twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by SUBRECIPIENT. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

4. Confidentiality

SUBRECIPIENT agrees that SUBRECIPIENT, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.

5. Drug-Free Workplace

To the extent required by Federal law, SUBRECIPIENT will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing a drug-free awareness program to inform employees of:
 - (1) The dangers of drug abuse in the workplace;
 - (2) SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection 13(a) above.
- d. Notifying the employee in the statement required by subsection 13(a) that as a condition of employment on such contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notify the COUNTY within 10 days after receiving notice under subsection 5.d.(2) from an employee or otherwise receiving actual notice of conviction.
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

EXHIBIT F
EFSP Phase 33 Manual

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No.17-028
SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES, INC.	

Attached

EXHIBIT G
EFSP Phase 33 Key Changes, Program Clarifications and Reminders

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 32 Funds, CFDA # 97.024	AGREEMENT No.17-028
SUBRECIPIENT: NORTHWEST HOUSING ALTERNATIVES, INC.	

Attached

December 8, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with
The Inn for Shelter for Displaced Youth

Purpose/Outcomes	Contractor will provide shelter bednights to displaced youth in Clackamas County
Dollar Amount and Fiscal Impact	\$12,166
Funding Source	Emergency Food and Shelter Program (EFSP) grant funds. No County General Funds are involved.
Safety Impact	None
Duration	December 1, 2015 through March 31, 2017
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	8007

BACKGROUND:

Social Services Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Grant Agreement with The Inn. The Inn will provide shelter bednights to displaced youth, 16-20 years of age, who are found to be out of home and in need of shelter within Clackamas County.

This agreement is funded with Emergency Food and Shelter Program (EFSP) grant funds from the Federal Department of Homeland Security for the express purpose to serve the hungry and homeless population.

This Subrecipient Agreement is effective December 1, 2015 through March 31, 2017. The reason for the retroactive effective date is the funding received 11/30/2016 allows for expenses to be paid back to December 1, 2015. The value of the agreement is \$12,166. There are no County General Funds involved.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-031**

Project Name: *Emergency Food & Shelter Program (EFSP)*
Project Number:

This Agreement is between Clackamas County, Oregon, acting by and through its Health, Housing and Human Services Department, Social Services Division (COUNTY) and The Inn Home for Boys (SUBRECIPIENT) an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: <i>Sue Aronson</i>	Program Manager: <i>Luellen Oakley</i>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503)742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 (503)650-5725 luellen.oak@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: <i>Diane Thomas</i>	Program Representative: <i>Natalie Wood</i>
The Inn 9138 SE St. Helens Clackamas, Oregon 97015 (503)234-8757 x2 dthomas@theinnhome.org	The Inn 9138 SE St. Helens Clackamas, Oregon 97015 (503)234-8757 x2 nwood@theinnhome.org
DUNS: 180757437	

RECITALS

1. Whereas homelessness remains a persistent problem in most of Clackamas County, including urban, rural and suburban areas;
2. Whereas homelessness affects some of the most vulnerable Clackamas County residents, with almost half of the identified homeless being children under the age of 18, and significant numbers of veterans, people with disabilities, women fleeing domestic violence and older adults suffering homelessness;
3. Whereas homeless individuals are frequent victims of crime and often experience health problems;
4. Whereas many homeless adults want to work but are not employable without a safe place to sleep at night;
5. Whereas COUNTY has received federal funding under the Emergency Food and Shelter Program (EFSP), authorized by the Stewart B. McKinney Homeless Assistance Act of 1987, as amended, Title 3, Section 301, Public Law 100-77, 42 U.S.C 11331-11346. The EFSP was created in 1983 to supplement and expand the work of local social service agencies, both nonprofit and governmental, in an effort to help people with economic (rather than disaster-related) emergencies.

The Inn (8007)

Subrecipient Grant Agreement – #17-031 EFSP

Page 2 of 20

6. Whereas funding provided in this award is intended to supplement costs associated with the provision of emergency shelter services at the Springwater shelter in Milwaukie, Oregon, operated by SUBRECIPIENT, in order to provide transitional shelter services to adults and families who require case management activities with attendant shelter to stabilize their shelter needs while providing for the development of essential living skills necessary to achieve long-term independent housing situations.
7. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **December 1, 2015** and shall expire on **March 31, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the EFSP award number 33-7080-00 005 E1 (Federal award date: 09/01/16) that is the source of the grant funding, in addition to Award Special Terms and Conditions, Program Information, and EFSP Manuals, Addenda, and other required information in Exhibits F-I, which are attached to and made a part of this agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **EFSP 33** (Catalogue of Federal Domestic Assistance [CFDA] #: **97.024**) issued to the COUNTY by the United Way on behalf of the U.S. Department of Homeland Security. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$12,166**. This is a fixed unit price grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Invoice Template and Exhibit E: Awards Special Terms and Conditions. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority

The Inn (8007)

Subrecipient Grant Agreement – #17-031 EFSP

Page 3 of 20

sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Invoice Template.
 - h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.
 - i) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit a completed Exhibit D: Invoice Template on a monthly basis.
 - j) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits D) and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 15 calendar days after the end date of this Agreement.

- k) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- l) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- m) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying Certificate) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- n) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- If SUBRECIPIENT receives \$100,000 or more in EFSP funds, SUBRECIPIENT must arrange for an independent audit of funds to coincide with the next scheduled audit of its financial affairs. If receiving \$50,000 to \$99,999 in EFSP funds, SUBRECIPIENT must arrange for an annual accountant's review of funds to coincide with the next scheduled annual review of its financial affairs. However, it is not necessary to have a separate, independent audit/review for this award so long as program funds are treated as a separate element in SUBRECIPIENT'S regular annual audit/review.
- o) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue

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Subrecipient Grant Agreement – #17-031 EFSP

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pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- p) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- q) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for EFSP 33, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- r) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality, including those outlined in the EFSP Program Manual in Exhibit F.

11. Federal and State Procurement Standards

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

12. General Agreement Provisions

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

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Subrecipient Grant Agreement -- #17-031 EFSP

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- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. "Clackamas County, its agents, officers and elected officials" must be named as additional insureds 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.

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- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 10) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
-
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
 - e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
 - i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
 - j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
 - k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
 - l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

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Subrecipient Grant Agreement – #17-031 EFSP

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- Exhibit A: Subrecipient Statement of Program Objectives
- Exhibit B: Subrecipient Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Request for Reimbursement
- Exhibit E: Award Special Terms and Conditions
- Exhibit F: EFSP Phase 33 Manual
- Exhibit G: EFSP Phase 33 Key Changes and Clarifications

(signature page follows)


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Subrecipient Grant Agreement – #17-031 EFSP

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

THE INN

By: 

Natalie Wood, Executive Director

November 25, 2016

Date

9138 SE St. Helens

Street Address

Clackamas, Oregon 97015

City / State / Zip

(503)234-8757 x 20 /

Phone / Fax

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

Signing on Behalf of the Board:

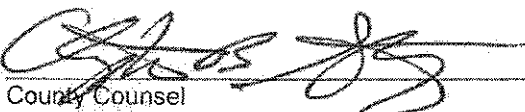
Richard Swift, Director
Health, Housing and Human Service Department

Date

Recording Secretary

Date

Approved to Form:


County Counsel

22 Nov 2016
Date

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Subrecipient Grant Agreement – #17-031 EFSP

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**EXHIBIT A
Statement of Program Objectives**

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No.17-031
SUBRECIPIENT: THE INN	

Program Objectives

Provide shelter bed nights to displaced youth, 16-20 years of age, who are found to be out of home and in need of shelter.

Shelter Bed Night Services

1. Provide transitional shelter services to displaced youth, ages 16-20 years, who require case management activities with attendant shelter to stabilize their shelter needs while providing for the development of essential living skills necessary to achieve long-term independent housing situations.
2. In operating the shelter identified above, SUBRECIPIENT shall ensure that all applicable standards for zoning and safety are met or exceeded, and that required supervision of the facility is provided in keeping with local regulation or requirement.

Performance Standards

1. SUBRECIPIENT shall, and shall cause, Denial, Appeal and Fair Hearing procedures accessible to applicants upon request.
2. SUBRECIPIENT may terminate assistance to participants who violate program requirements. SUBRECIPIENT shall have in place a procedure that governs the termination and grievance process. These procedures should describe the program requirements and the termination process, as well as the grievance procedure which recognizes the rights of individuals who may be affected. Termination and grievance procedures shall be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
3. SUBRECIPIENT shall assure that completed applications and household benefits are valid and correct.
4. SUBRECIPIENT shall maintain clear policies for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program assistance services.
5. SUBRECIPIENT shall maintain clear procedures for dealing with applicants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY.
6. SUBRECIPIENT shall maintain clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to COUNTY.
7. SUBRECIPIENT shall assure that all necessary documentation is included in client files. This includes documentation of homeless status used to determine program eligibility.

Reporting Requirements

Program Specific Reporting

1. SUBRECIPIENT shall comply with current Homeless Management Information System (HMIS) Policies and procedures and adhere to all HMIS reporting requirements.
2. SUBRECIPIENT shall assure that data entry into HMIS occurs in an accurate and timely manner.
3. SUBRECIPIENT shall maintain and provide to COUNTY, as requested, information as required by State and Federal funding sources for reporting purposes. Data collection in HMIS shall include universal data elements, services, and funding source. Additional information will be provided by the COUNTY for collection of fund source. Information requested will comply with all State and Federal laws regarding client confidentiality.
4. Supporting documentation must be retained on-site, e.g. service records and sign-in logs.

Performance Measures

SUBRECIPIENT shall operate its shelter program in a manner designed to achieve the following performance goals:

1. Increased housing stability as measured by the percentage of households served who exit temporary emergency shelter program into permanent housing. Preliminary statewide target is 30%.
2. Increased housing stability as measured by the percentage of households served entering permanent housing with stays of six months or longer. Statewide target is 80%.

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Subrecipient Grant Agreement – #17-031 EFSP

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**EXHIBIT B
SUBRECIPIENT Program Budget**

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No.17-031
SUBRECIPIENT: THE INN	

Total maximum compensation under this contract shall not exceed **\$12,166** of EFSP funds for emergency temporary shelter. The EFSP funds equate to 974 bed nights at \$12.50 per person in residence per night

EXHIBIT C – LOBBYING CERTIFICATE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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


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

Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

The Inn
LRO Name

708000-005
LRO ID Number (9 digits)

NATALIE WOOD EXECUTIVE DIRECTOR
Representative Name


Representative Signature Date (month/day/year)

NOVEMBER 25, 2016

EXHIBIT D
 Sample Invoice Template

INVOICE

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 32 Funds, CFDA # 97.024	INVOICE DATE: MM/DD/YYYY AGREEMENT NO. 17-031 CONTRACT NO. 8007
NAME/ADDRESS/PHONE NUMBER OF SUBRECIPIENT: THE INN Diane Thomas 9138 SE St. Helens Clackamas, Oregon 97015 Phone: (503)234-8757 x 2 E-mail: dthomas@theinnhome.org	

Month Service Provided: _____ <i>Month/Year</i>

To: Clackamas County Social Services Division
 Attn: Luellen Oakley
 2051 Kaen Road
 Oregon City, OR 97045
 or by email to: luellenoak@clackamas.us
 Direct Line: (503)655-8646
 Fax: (503)655-8889

DATE OF SERVICE	# OF BEDNIGHTS	RATE PER BEDNIGHT	LINE TOTAL
		\$12.50	
		\$12.50	
		\$12.50	
		\$12.50	
		\$12.50	
		\$12.50	
		\$12.50	
		\$12.50	

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: _____
 Phone: _____ E-mail: _____
 Authorized Signer: _____
 Date: _____

Exhibit E
Award Special Terms and Conditions

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No. 17-031
SUBRECIPIENT: THE INN	

1. General Performance Standards

- a. SUBRECIPIENT ensures that all staff employed or contracted by SUBRECIPIENT who provide services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this Agreement.
- b. SUBRECIPIENT assures that all of SUBRECIPIENT's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. SUBRECIPIENT shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.
- c. Performance standards for this program shall comply in all respects with those outlined in the EFSP Phase 33 Manual (Exhibit F).

2. Staff

SUBRECIPIENT will provide the following for all staff that are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
- Appropriate education and academic degrees;
- Licenses or certificates, as required;
- Relevant work history or qualifications;

3. Monitoring

COUNTY shall monitor services provided by SUBRECIPIENT and has the right to require SUBRECIPIENT's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. SUBRECIPIENT shall cooperate with COUNTY in such monitoring. COUNTY shall provide SUBRECIPIENT twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by SUBRECIPIENT. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

4. Confidentiality

SUBRECIPIENT agrees that SUBRECIPIENT, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.

5. Drug-Free Workplace

To the extent required by Federal law, SUBRECIPIENT will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing a drug-free awareness program to inform employees of:
 - (1) The dangers of drug abuse in the workplace;
 - (2) SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection 13(a) above.
- d. Notifying the employee in the statement required by subsection 13(a) that as a condition of employment on such contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notify the COUNTY within 10 days after receiving notice under subsection 5.d.(2) from an employee or otherwise receiving actual notice of conviction.
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

EXHIBIT E
EFSP Phase 33 Manual

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No.17-031
SUBRECIPIENT: THE INN	

Attached

EXHIBIT F
EFSP Phase 33 Key Changes, Program Clarifications and Reminders

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 32 Funds, CFDA # 97.024	AGREEMENT No.17-031
SUBRECIPIENT: THE INN	

Attached

December 8, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #2 to a Professional Services Agreement with Bridges to Change for providing mentor services for the County's Adult Drug Court Program.

Purpose/Outcomes	Provide mentor services for the County's Adult Drug Court Program.
Dollar Amount and Fiscal Impact	Amendment #02 increases Agreement by \$60,155.64, the second year budget. Contract maximum value is \$122,159.64.
Funding Source	SAMHSA Grant. No County General Funds are involved.
Duration	Effective October 01, 2016 and terminates on September 30, 2017
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Previous Board Action	No previous Board Action
Contact Person	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
Contract No.	7324-02

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #2 to a Professional Services Agreement with Bridges to Change for providing mentor services for the County's Adult Drug Court Program.

These additional funds are for the second year of the SAMHSA grant for mentor services to the participants in the County's Adult Drug Court program.

This contract is effective October 1, 2016 and continues through September 30, 2017. This contract has been reviewed by County Counsel on November 28, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

December 8, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with CompHealth Locum Tenens
for temporary physician staff

Purpose/Outcomes	This Agreement is for hiring temporary physician staff on an as needed bases.
Dollar Amount and Fiscal Impact	The maximum contract value is \$150,000.
Funding Source	Health Centers Clinic's fee for service No County General Funds are involved.
Duration	May 25, 2016 – April 30, 2017.
Strategic Plan Alignment	1. Efficient and Effective Services 2. Ensure safe, healthy and secure communities.
Previous Board Action	No previous action
Contact Person	Deborah Cockrell, Health Centers Director – 503-742-5495
Contract No.	7758

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Professional Services Agreement with CompHealth Locum Tenens for temporary physician staff.

These services are used to supplement coverage at the Heal Center clinics while vacancies are filled and for vacation coverage. The maximum value of this contract to \$150,000. Agreement is effective May 25, 2016 and will terminate on April 30, 2017. This Agreement was reviewed by County Counsel on November 22, 2016.

Recommendation

We recommend approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted

Richard Swift, Director
Health, Housing, and Human Services



Clackamas County Agreement #7758

AGREEMENT FOR PHYSICIAN LOCUM TENENS COVERAGE FEES IN SIGNED CONFIRMATION

This Agreement for Physician Locum Tenens Coverage, Fees in Signed Confirmation (“Agreement”) by and between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division (“Client”), with its principal place of business located at 2051 Kaen Road #367, Oregon City, OR 97045, and CompHealth (“CompHealth”), with its principal place of business located at 6440 South Millrock Dr., Suite 175, Salt Lake City, UT 84121 (collectively the “Parties” and each individually a “Party”) is hereby entered into, made and effective as of May 25, 2016 (“Effective Date”).

1. INTENT OF AGREEMENT

Client is in need of physician locum tenens staffing services. CompHealth is a locum tenens staffing company. By this Agreement, the Parties intend that CompHealth will present physicians (“Physician(s)”) to provide clinical services to Client on a temporary basis (“Physician Coverage”) for the time periods requested by Client (“Assignment(s)”). This Agreement describes the relationship between the Parties with respect to Physician Coverage.

2. DUTIES OF COMPHEALTH

2.A Arrangement of Assignments. In response to Client’s request for Physician Coverage and subject to availability, CompHealth will present Physicians to Client for consideration. Client has the right to reject any Physician so presented. Client may request an unlimited number of Assignments hereunder.

2.B Confirmations. After arrangements have been made for a Physician to furnish Physician Coverage in response to a requested Assignment CompHealth will confirm the requested Assignment in writing via an acknowledgment sent to Client (“Confirmation”). Each Confirmation shall include the name and specialty of Physician furnishing services hereunder, the dates and location of the Assignment, the Fees for the Assignment (as defined below), the applicable Contract Buyout Fee (as defined below) and deviations to this Agreement for that Assignment, if any. All Assignments are binding and subject to the cancellation provisions below once Client has signed the Confirmation. Client agrees to return signed Confirmations within two (2) business days of receipt or promptly object to incorrect Confirmations.

2.C Physicians as Independent Contractors of CompHealth. Each Physician is an independent contractor of CompHealth. CompHealth shall be responsible for compensating Physicians directly. As independent contractors, CompHealth does not withhold or pay employment taxes for Physicians or furnish Worker’s Compensation, unemployment insurance, retirement benefits or health and accident insurance. CompHealth’s interest is in facilitating Physician Coverage. CompHealth does not make clinical decisions for Physicians and does not otherwise direct or control the clinical services furnished by Physicians. CompHealth makes no guarantee regarding any Physician and specifically disclaims the same.

2.D Licensure. CompHealth shall require each Physician furnishing Physician Coverage hereunder to be appropriately licensed. Physician shall be responsible for maintaining his or her license in good standing, if applicable.

2.E Assignment of Billing Rights, Chart Documentation. Fees due from patients as a result of Physician Coverage belong to Client. CompHealth agrees to direct Physicians to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth directs Physicians to promptly complete chart documentation. Client shall furnish Physician with orientation to Client’s charting processes at the start of an Assignment and furnish Physician adequate time to complete charting during the Assignment. Client shall take all reasonable measures to complete transcription prior to Physician’s departure from an Assignment.

2.F Insurance and Indemnification. Insurance and indemnification will be provided as outlined in Exhibit A attached hereto and incorporated by reference.

2.G Certification Statement and Worker’s Compensation Exempt Form. Each Physician shall be directed to complete the Certification Statement and Worker’s Compensation Exempt Form attached as Exhibit B prior to the start date of any Assignment.

3. DUTIES OF CLIENT

3.A Client to Furnish Practice Description, Establish Work Schedule. For each Assignment, Client shall provide a practice description (“Practice Description”). Client agrees to not request Physician to perform work which materially deviates from the Practice Description. Client shall provide each Physician with a reasonable work schedule, the details of which shall be outlined in the Practice Description for each Assignment. Client shall assist Physician and CompHealth, as applicable, with completion of Physician’s work records as may be required.

3.B Client to Furnish Equipment and Supplies, Privileges. Client acknowledges and agrees that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters

and that CompHealth does not direct, control nor have any responsibility for such matters. Client shall be responsible to provide each Physician with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards. Client will use all commercially reasonable efforts to complete Physician's privileges at Client's worksite prior to the Assignment start date. Client is responsible for the costs associated with obtaining privileges for each Physician that furnishes Physician Coverage hereunder.

3.C Housing & Travel Arrangements. Unless otherwise specified in the Confirmation, for each Assignment CompHealth shall make arrangements for and provide: a) reasonable living accommodations, **not to exceed GSA rate applicable to Client as listed at the time such arrangements are made**; b) reasonable round trip transportation to and from the Assignment, including applicable baggage fees as outlined in the Confirmation for each Assignment; and c) local transportation ("Travel and Housing", which definition shall include a pro rata allocation for automobile insurance). Client agrees to reimburse CompHealth for the cost of Travel and Housing. The Parties may agree on a per Assignment basis that Client shall make arrangements for and provide Travel and Housing at its cost (except that in all cases Client shall reimburse CompHealth for mileage at the current standard IRS mileage rate when Physician uses his or her own personal automobile). Agreements for Client to provide Travel and Housing shall be stated in the Confirmation for the related Assignment. **Notwithstanding the foregoing, Client shall not be responsible for daily mileage costs associated with traveling to and from the Assignment.**

3.D Practice Standards. Client shall comply with all applicable Joint Commission standards (if so accredited, Client need not comply with Joint Commission standards if not so accredited), OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Physicians to comply with Client's policies and procedures and all applicable professional standards, laws, rules, regulations and Joint Commission standards if Client is so accredited. Client is responsible to inform Physicians of Client policies and procedures, including Joint Commission standards, if so accredited.

3.E Risk Management and Incident Reporting Cooperation. Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. If Client is itself a staffing company or group that provides medical coverage to facilities, Client agrees to require its clients to agree to promptly notify Client and CompHealth of any incidents or claims which may give rise to a claim under CompHealth's professional liability policy of insurance. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Paragraph 3.E shall survive any termination of this Agreement.

3.F Change in Worksite Location. Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Physician having to commute more than thirty (30) minutes or thirty (30) miles from Physician's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Physician for the change, which may include but is not necessarily limited to charges for Costs (as defined in Paragraph 5.A below) incurred in securing housing accommodations closer to the new worksite.

4. FEES

4.A Fees. Client shall pay CompHealth fees ("Fee(s)" or "Fee Schedule") for Physician Coverage for each Assignment as specified in the Confirmation for that Assignment.

4.B Prepayment. CompHealth reserves the right to require pre-payment during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. CompHealth will bill actual charges and reconcile those charges against any pre-payments made by Client. Upon reconciliation should a credit balance result, CompHealth will, at its discretion, either refund the difference or apply the credit towards Fees and/or Travel and Housing costs related to Assignment(s) scheduled hereunder.

4.C Invoicing. Fees are invoiced bi-weekly. Fees are determined based upon Physician's work record. Invoices will include Housing and Travel charges incurred, **which shall be evidenced by a receipt to be included with such invoice**, if applicable, and other charges agreed upon in the Confirmation, if any. It is understood that Travel and Housing charges may not appear on invoices immediately after the charges have been incurred and will instead appear when CompHealth is billed for these charges by its vendors. Client agrees to pay all applicable sales tax and/or reimburse CompHealth for all applicable excise and gross receipts type taxes. Payment for each two-week period is due within **thirty (30) days from the invoice date.**

4.D Holiday Premium. Intentionally omitted.

5. TERM, CANCELLATION AND REMOVAL OF PHYSICIAN

5.A Cancellation of an Assignment. For all confirmed Assignments (as evidenced by Client's signature on the Confirmation for the related Assignment), Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received **three (3) days after Client sends such notice to CompHealth.** In the event that Client provides less than thirty (30) days notice of

cancellation Client shall be responsible as liquidated damages but not as a penalty for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (“Damages”). Client shall also be responsible for payment of other actual fees and charges that may result from cancellation of an Assignment, including but not limited to Travel and Housing costs (“Costs”) in addition to any Fees for Physician Coverage actually performed. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also “Damages”) as well as Costs that may result from cancellation as described in this Paragraph 5.A. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a Physician is not granted privileges required for any Assignment or does not meet Client’s minimum credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation. Client may be requested to provide documentation evidencing that Physician does not meet Client credentialing requirements or was not granted privileges.

5.B Removal of Physician for Reasons Relating to Competence. Should Client determine that a Physician must be removed from an Assignment for reasons related to demonstrated professional incompetence or professional misconduct at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information. CompHealth shall verify and assess the reason for the requested removal and promptly notify Physician of the removal. CompHealth reserves the right to first counsel Physician and provide an opportunity for Physician to correct any deficiencies prior to any such removal if, in Client’s reasonable discretion, there is no risk of patient endangerment. CompHealth will not remove a Physician from an Assignment for discriminatory reasons.

5.C Inability to Fill Requests for Physician Coverage. CompHealth does not guarantee the ability to fill Assignments requested hereunder. In the event a Physician for a binding Assignment cancels, CompHealth shall exercise best efforts to present a replacement Physician but shall have no other liability.

5.D Termination of Agreement. Either Party may terminate this Agreement or any Assignment with thirty (30) days notice, subject to Paragraph 5.A above. Termination by Client must be in writing. In the event of Client’s failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement. The obligation to pay monies due under this Agreement shall survive termination.

5.E Term. The term of this Agreement (“Term”) shall begin on the Effective Date and continue for a period of one (1) year. The Parties agree that the maximum Agreement value shall not exceed \$150,000.00.

6. CONTRACT BUYOUT

6.A Client Offer of Position to Physician. Client agrees that should it, or any third party introduced to Physician by Client (when the introduction has been made for the purpose of enabling the third party to recruit Physician for Work or when the third party is a facility to whom Client has furnished Physician’s services), offer Work (as defined below) to any Physician introduced to Client by CompHealth for a period of twenty-four (24) months after the first date of introduction to Client or, if Physician has furnished Physician Coverage for Client, for a period of twenty-four (24) months after the last day of Physician’s last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a contract buyout fee in the amount as listed in the related Confirmation (“Contract Buyout Fee”) per Physician so hired or engaged, regardless of whether or not that Physician actually performed work for Client through CompHealth. This Paragraph 6.A shall survive termination of this Agreement. Client’s decision to offer a Physician Work hereunder shall exclusively be Client’s and CompHealth shall bear no liability for Client’s hiring decision. Should CompHealth fail to issue a Confirmation or fail to list a Contract Buyout Fee in a Confirmation, the Contract Buyout Fee shall be the current market rate as determined by CompHealth.

6.B Client Notification of Previous Knowledge of Physician. Client must inform CompHealth in writing within two (2) business days if any Physician presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

6.C Contract Buyout Fee Payment Terms. If a Physician accepts Work, the Contract Buyout Fee must be paid in full prior to the first day the Physician performs services in the new position. Fees shall be assessed for Physician Coverage up to the date the Contract Buyout Fee is paid. Once the Contract Buyout Fee is paid for any Physician under this Agreement, CompHealth shall not assess further Fees for that Physician except for Client’s obligation to reimburse CompHealth for outstanding Travel and Housing costs, if any.

6.D Definition of Work. For purposes of this Agreement, “Work” shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company, medical group or other entity.

7. STANDARDS OF SERVICE

7.A Medicare and Medicaid Fraud Representation. Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each Party represents that to the best of its reasonable knowledge its currently practicing staff (to include for CompHealth the Physicians and for Client its physicians and staff, hereinafter collectively “Staff”) are not under sanction by a state or federal

governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual Staff.

7.B Health Insurance Portability and Accountability Act of 1996 (HIPAA). In order to carry out its insurance obligations hereunder and for risk management purposes, CompHealth occasionally may receive or request patient information. CompHealth may be deemed to be a business associate as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). As a business associate, CompHealth agrees to: a) implement appropriate safeguards and maintain individually identifiable patient health information (“Protected Health Information” or “PHI”, including electronic PHI) as required by HIPAA; b) use and disclose only the minimum necessary PHI; c) use and disclose PHI only as permitted under HIPAA for legal, management and administrative purposes in connection with treatment, payment and healthcare operations or as required by law; d) promptly notify Client of disclosures of PHI in violation of HIPAA; e) promptly make PHI available to Client and patients upon request;. CompHealth acknowledges that PHI received from Client shall remain Client’s property and that within ten (10) business days of Client’s request or upon termination of this Agreement, said PHI shall be returned to Client or be destroyed, if Client so directs. If such return or destruction is infeasible, CompHealth shall use such PHI only for purposes that make such return or destruction infeasible and the provisions of this Agreement shall survive with respect to such PHI.

7.C Availability of Books and Records. To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

8. GENERAL

8.A Interest and Attorney’s Fees. *Intentionally omitted.*

8.B Patient Compensation Funds. *Intentionally omitted.*

8.C Entire Agreement. This Agreement contains the entire agreement between CompHealth and Client relating to Physician Coverage as herein arranged. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Physician Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Physician Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing and shall only require Client’s signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

8.D Notices. For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

8.E Severability, Successors, Discrimination, Governing Law. If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party’s successors in interest. Neither Party shall discriminate against any Physician on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy, sexual orientation, or any other classification protected by law. This Agreement shall be governed by the laws of the State of **Oregon**.

8.F Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities. In the event that Client is itself a staffing company or medical group using CompHealth Physicians to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Paragraphs 3.A, 3.B, 3.D, 3.E and 7.A of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Physicians to provide clinical services to facilities shall not limit, modify or reduce any of Client’s obligations hereunder.

8.G Facsimile Signature Deemed Original. A facsimile signature hereon shall have the same effect as an original.

8.H Limitation of Liability. In no event shall either Party be liable for any indirect, exemplary, incidental, special, punitive or consequential damages (including damages to business reputation, lost business or lost profits) however caused, arising from or relating to the Agreement or any breach hereof, even if that Party has been advised of the possibility or likelihood of such damages. The foregoing exclusions and limitations of liability shall not apply with regard to Client’s liability for breach of any obligations outlined in Sections 3 and 5.

8.1 Handwritten Revisions, Additional Terms or Purchase Orders. Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth and Client will be deemed to have been rejected. The terms and conditions of any purchase order or other document issued by Client in connection with this Agreement and which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding upon CompHealth and shall not be deemed to modify this Agreement unless the same is executed by CompHealth and Client by a duly authorized representative.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing Agreement for Physician Locum Tenens Coverage, Fees in Signed Confirmation. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

CLACKAMAS COUNTY ACTING BY AND THROUGH ITS HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT, HEALTH CENTERS DIVISION

COMPHEALTH

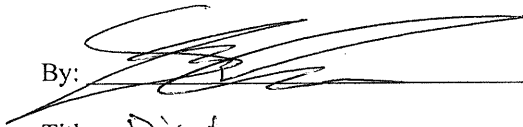
By: _____

Title: _____

Date: _____

Printed Name: _____

Federal Tax I.D.# or Social Security #

By:  _____

Title: Director

Date: 11-28-16

Printed Name: Shay Rolfson

JDE# 1773109

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EXHIBIT A
Insurance and Indemnification

INSURANCE REQUIREMENTS

A. Commercial General Liability

Required by COUNTY Not required by COUNTY

COMPHEALTH agrees to furnish COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate for personal injury and property damage for the protection of COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property arising out of COMPHEALTH's performance of Services pursuant to the Agreement. COUNTY, at its option and upon entering into a Non-Disclosure Agreement with CompHealth, may require a complete copy of the above policy.

B. Automobile Liability – N/A

C. Professional Liability

Required by COUNTY Not required by COUNTY

COMPHEALTH agrees to furnish COUNTY evidence of professional liability insurance for each Physician while on Assignment with COUNTY to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per incident/\$3,000,000 in aggregate or such limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only. COUNTY, at its option and upon entering into a Non-Disclosure Agreement with CompHealth, may require a complete copy of the above policy.

D. If any other required liability insurance is written on a "claims made" basis, COMPHEALTH shall be responsible for arranging and maintaining adequate "tail" coverage in the form of an extended endorsement to cover all claims which may be brought in connection with locum tenens physician services rendered by Physicians to COUNTY, regardless of when the claim is made.

E. COMPHEALTH shall be required to name COUNTY as additional insured on COMPHEALTH's commercial general liability policy of insurance only. COMPHEALTH shall maintain worker's compensation insurance in amounts as required by law covering its employees who are in any way engaged in or connected with the performance of Services under the Agreement. COUNTY expressly acknowledges and agrees that Physicians furnishing locum tenens coverage hereunder are not employees of COMPHEALTH. The commercial general liability insurance shall include an endorsement naming COUNTY as

additional insured for liability arising out of the performance of the Agreement. The endorsement shall be in the form of a blanket endorsement. COMPHEALTH shall provide COUNTY with sixty (60) days written notice 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 COUNTY under this insurance. All insurance described herein shall be primary to and not contributing to any insurance or self-insurance maintained by COUNTY. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against COUNTY. Such endorsement shall be in the form of a blanket endorsement.

INDEMNIFICATION

COMPHEALTH agrees to indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COMPHEALTH, and COMPHEALTH's officers, agents and employees, in performance of this Agreement. COMPHEALTH's obligation to indemnify excludes the independent contractor physician's acts and omissions, which are addressed under the professional liability insurance of the Physician.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, COUNTY agrees to indemnify, defend and hold harmless COMPHEALTH and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COUNTY, and COUNTY'S officers, agents and employees, in performance of this Agreement.

EXHIBIT B
CLACKAMAS COUNTY SERVICES CONTRACT
Contract No. _____
CERTIFICATION STATEMENT FOR PHYSICIAN
OR INDEPENDENT CONTRACTOR

NOTE: Physician Must Complete A or B below:

A. PHYSICIAN IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Physician is a [check one]:		
____ Corporation	____ Limited Liability Company	____ Partnership
Signature	Title	Date

B. PHYSICIAN IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Physician certifies under penalty of perjury that the following statements are true:	
1. If Physician is providing labor or services under the Agreement as an independent contractor of CompHealth for which registration is required under ORS Chapter 701, Physician has registered as required by law, <u>and</u>	
2. If Physician performed labor or services as an independent Contractor last year, Physician filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), <u>and</u>	
3. Physician represents to the public that the labor or services Physician provides are provided by an independently established business, <u>and</u>	
4. All of the statements checked below are true.	
NOTE: Check all that apply. <u>You must check at least four (4)</u> to establish that you are an Independent Contractor.	
____	A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
____	B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
____	C. My business telephone listing is separate from my personal residence telephone listing.
____	D. I perform labor or services only under written contracts.
____	E. Each year I perform labor or services for at least two different persons or entities.
____	F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.
Physician Signature	Date

CLACKAMAS COUNTY SERVICES CONTRACT WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Physician claims to be exempt from Workers' compensation coverage requirements)

Physician is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box).

SOLE PROPRIETOR

- Physician is a sole proprietor, and
- Physician has no employees, and
- Physician will not hire employees or subcontractors to perform services under the Agreement.

CORPORATION - FOR PROFIT

- Physician's business is incorporated; and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation; and
- All work will be performed by the officers and directors; Physician will not hire other employees or subcontractors to perform services under the Agreement.

CORPORATION - NONPROFIT

- Physician's business is incorporated as a nonprofit corporation, and
- Physician has no employees; all work is performed by volunteers, and
- Physician will not hire employees or subcontractors to perform services under the Agreement.

PARTNERSHIP

- Physician is a partnership, and
- Physician has no employees, and
- All work will be performed by the partners; Physician will not hire employees or subcontractors to perform services under the Agreement; and
- Physician is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

LIMITED LIABILITY COMPANY

- Physician is a limited liability company, and
- Physician has no employees, and
- All work will be performed by the members; Physician will not hire employees or subcontractors to perform services under the Agreement; and
- If Physician has more than one member, Physician is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

Physician Printed Name

Physician Signature

Contractor Title

Date

December 8, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of amendment #11 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

Purpose/Outcomes	Provides for an increase in funding from the Oregon Health Authority for the Emergency Preparedness and WIC programs in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment #11 increases the funding by \$\$13,416.00 for a new Contract maximum value of \$6,440,274.00.
Funding Source	State of Oregon, Oregon Health Authority. No County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Previous Board Action	The Board last reviewed and approved this agreement on July 9, 2015, Agenda item 070915-A8, October 6, 2016 Agenda Item 100616-A1, 100616-A2 & October 27, 2016 Agenda item 102716-A1
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	7271-11

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #11 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #11 Increases PE12 Public Health Emergency Preparedness by \$12,369 and increase PE 40 WIC - Peer Counseling by \$1,047. Also adds the federal award information datasheets. It allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents.

This Amendment is effective July 1, 2016 and continues through June 30, 2017. This contract has been reviewed by County Counsel on November 28, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

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

Agreement #148002

Contract # 7271-11

**ELEVENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

This Eleventh Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, acting by and through its Clackamas County Health, Housing, and Human Services ("LPHA"), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the financial assistance award for fiscal year 2016-2017 set forth in Exhibit C of the Agreement;

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

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

AGREEMENT

1. The Agreement is amended as follows:
 - a. Exhibit C "Financial Assistance Award", Section 1 only is amended to add the Financial Assistance Award for the period July 1, 2016 through June 30, 2017 as set forth in Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.
 - b. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
2. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.

- 5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
- 6. This Amendment becomes effective on the date of the last signature below.

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

APPROVED:

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

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

CLACKAMAS COUNTY ACTING BY AND THROUGH ITS CLACKAMAS COUNTY HEALTH, HOUSING, AND HUMAN SERVICES (LPHA)

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on June 30, 2016. A copy of the emailed approval is on file at OCP.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
 Name: Karen Slothower (or designee)
 Title: Program Support Manager
 Date: _____

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By: _____
 Name: Tammy L. Hurst, OPBC, OCAC
 Title: Contract Specialist
 Date: _____

**ATTACHMENT A
FINANCIAL ASSISTANCE AWARD
Award Period July 1, 2016 through June 30, 2017**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
1) Grantee Name: Clackamas County Health Dept. Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045	2) Issue Date October 19, 2016	This Action AMENDMENT FY2017	
		3) Award Period From July 1, 2016 Through June 30, 2017	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	440,827	0	440,827
PE 03 TB Case Management	20,038	0	20,038 (g)
PE 04 Sustainable Relationships for Community Health	295,498	0	295,498 (j)
PE 07 HIV Prevention Services	99,559	0	99,559 (i)
PE 12 Public Health Emergency Preparedness	146,812	12,369	159,181
PE 13 Tobacco Prevention & Education	228,108	0	228,108
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	874,711	1,047	875,758 (b,c,k,l,m)
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES	69,411	0	69,411 (e,f)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	23,515	0	23,515 (a)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	21,753	0	21,753
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	35,052	0	35,052
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	81,786	0	81,786
5) FOOTNOTES:			
a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015. b) The July-September 2016 grant is \$234,178 and includes \$46,836 of minimum Nutrition Education \$11,068 is for Breastfeeding Promotion. c) The October-June 2017 grant is \$641,580 and includes \$128,316 of minimum Nutrition Education \$33,204 is for Breastfeeding Promotion. d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match. e) \$17,353 is the July 1st -- September 30th of 2016 funding to local agencies. f) \$52058 is the October 1st, 2016 -- June 30th 2017 funding to local agencies. g) \$2,158 needs to be expended by 12/31/16 h) \$10,000 is for School Based Health Center Youth Friendly Clinic Grant Funds. i) \$29,260 must be spent by December 31, 2016			
6) Capital Outlay Requested in This Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

State of Oregon				Page 2 of 2
Oregon Health Authority				
Public Health Division				
1) Grantee Name: Clackamas County Health Dept.		2) Issue Date October 19, 2016	This Action AMENDMENT FY2017	
Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2016 Through June 30, 2017		
4) OHA Public Health Funds Approved				
Program	Previous Award	Increase/ (Decrease)	Grant Award	
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	11,593	0	11,593	
PE 42 Babies First FAMILY HEALTH SERVICES	35,384	0	35,384	
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	15,438	0	15,438	
PE 43 Immunization Special Payments	88,354	0	88,354 (d)	
PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES	230,956	0	230,956 (h)	
PE 44 School Based Health Centers-Mental Health Expansion FAMILY HEALTH SERVICES	367,500	0	367,500	
PE 50 Safe Drinking Water Program	147,475	0	147,475	
TOTAL	3,233,770	13,416	3,247,186	
5) FOOTNOTES: j) State Fiscal Year 2017 funds for Sustainable Relationships for Community Health are for the period July 1st, 2016 through June 30th, 2017. k) \$675 represents the Fresh Fruit and Veggies funds. l) \$19,992 represents one-time funding amount. Funding rate is \$4 per assigned caseload. m) \$1,047 increase represents reimbursement to local agencies for iPad purchase for WIC business operations.				
6) Capital Outlay Requested in This Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV	

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

PE 12 Public Health Emergency Preparedness Program (PHEP)
FY17 07/01/16-06/30/17

Federal Award Identification Number(FAIN): 5 NU90TP000544-05-00

Federal Award Date: 6/23/2016

Performance Period: 07/01/16-06/30/17

Federal Awarding Agency: CDC

CFDA Number: 93.069

CFDA Name: Public Health Emergency Preparedness

Total Federal Award: \$7,510,978

Project Description Public Health Emergency Preparedness (PHEP)

Awarding Official: Shicann Phillips, Grants Management

770-488-2809

IBQ7@cdc.gov

Indirect Cost Rate: 17.45%

Research And Development(Y/N): N

Agency/Contractors Name	DUNS	Award Amount	October Amendment	New Award Amount
CLACKAMAS	096-992656	\$ 146,812.00	\$12,369	\$ 159,181.00

PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC)- SFY17 (July 16 - June 17)

Federal Award Identification Number(FAIN):	12-3510-0-1-605	WIC-16-OR-01
Federal Award Date:	02/01/15	0/6/07/2016
Performance Period:	10/01/15-9/30/16	10/1/2015-09/30/2017
Federal Awarding Agency:	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service
CFDA Number:	10.557	10.578
CFDA Name:	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplement - WIC Special Project Grants to State Agencies
Total Federal Award:	24,924,724	\$81,321
Project Description:	WIC Program	WIC Program
Awarding Official:	Debra Whitford Debbie.Whitford@fns.usda.gov	Rebecca Hobbs Rebecca.Hobbs@fns.usda.gov
Indirect Cost Rate:	17.45%	17.45%
Research And Development(Y/N):		N N

Agency/Contractors Name	DUNS	Prior Award Amount July-Sept 2016	Prior Award Oct 2016 - June 2017	iPad for Business Operation	Award Amount July-Sept 2016	New Award Amount Oct 2016 - June 2017	Total SFY 17 Award
CLACKAMAS	096992656	\$ 234,178	\$ 640,533	\$ 1,047	\$ 234,178	\$ 641,580	\$ 875,758

PE 50 Title and description: Safe Drinking Water (SDW) Program for FISCAL YEAR 17

Federal Award Identification Number(FAIN):	98009015	00031216	N/A	
Federal Award Date:	09/09/15	12/18/15	N/A	
Performance Period:	07/01/15-07/31/18	10/01/15-09/30/16	FY17	
Federal Awarding Agency:	EPA	EPA	Other Funds	
CFDA Number:	66.468	66.432	N/A	
CFDA Name:	Capitalization Grants/Drinking Water State Revolving Fund	State Public Water System Supervision	DWS Medical Marijuana Program Allocation	
Total Federal Award:	\$16,232,300	\$1,611,000	N/A	
Project Description:	Oregon's Safe Drinking Water Revolving Fund	Public Water System Supervision Program		
Awarding Official:	Harold Rodgers @ Rogers.Harold@epa.g	Harold Rodgers @ Rogers.Harold@epa.g		
Indirect Cost Rate:	17.45%	17.45%		
Research And Development(Y/N):	N	N		
Agency/Contractors Name	DUNS	Award Amount	Award Amount	Award Amount
CLACKAMAS	096992656	\$ 47,192	\$ 53,091	\$ 47,192

December 15, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a grant award from Oregon Liquor Control Commission
and National Alcohol Beverage Control Association for the Responsible Hospitality Toolkit

Purpose/Outcomes	This funding will be used to establish social media platforms to bring attention to the risks that occur when alcohol is sold and served irresponsibly.
Dollar Amount and Fiscal Impact	\$20,000 No County General Funds are involved
Funding Source	National Alcohol Beverage Control
Duration	October 6, 2016 through December 31, 2017
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	Contract database # 8038

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a grant from Oregon Liquor Control Commission and the National Alcohol Beverage Control Association. This funding will be used to complete phase 3 of a project to provide training and resources to alcohol retailers to promote responsible serving practices. The full grant amount will be contracted to achieve this purpose.

No County General Funds are involved in this contract/agreement. It becomes effective as of October 6, 2016 and terminates December 31, 2017. It is retroactive because Oregon Liquor Control Commission applied for the award on the County's behalf and we received notification of receipt of the award in November. This grant award has a maximum value of \$20,000.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: H3S -Children, Youth & Families Div Grant Renewal? Yes No

Name of Funding Opportunity: NABCA Educational Award 2016-2017
Funding Source: Federal State Local: OLCC
Requestor Information (Name of staff person initiating form): OLCC applied for this award on behalf of CYF
Requestor Contact Information: Steve Sander, Oregon Liquor Control Commission
Department Fiscal Representative: Bryant Scott
Program Name or Number (please specify): Responsible Hospitality Toolkit
Brief Description of Project:

Responsible Hospitality Toolkit will focus on responsible alcohol sales and services by alcohol-licensed businesses and their staff. The toolkit will cover topics from over-services, VIP's, fake ID's, Best Practices, the Responsible Vender Program, DUII prevention, problem gambling, and establishing partnerships with OLCC, local law enforcement and the communities where businesses are located. The project will include creation of a project specific website, and establishment of social media platforms to bring attention to the risks that occur when alcohol is sold and served irresponsibly.

Name of Funding (Granting) Agency: Oregon Liquor Control Commission (OLCC) and National Alcohol Beverage Control Association (NABCA)

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

Oregon Liquor Control Commission: <http://www.oregon.gov/olcc/>
National Alcohol Beverage Control Association: <http://www.nabca.org/>

OR

Application Packet Attached: Yes No

Completed By: _____ Date

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 10/6/2016
CFDA(s), if applicable: n/a
Announcement Date: 10/6/2016 Announcement/Opportunity #: _____
Grant Category/Title: NABCA Educational Award 2016-17 Max Award Value: \$20k
Allows Indirect/Rate: _____ Match Requirement: n/a
Application Deadline: _____ Other Deadlines: Oct-Dec '16 planning & dev
Grant Start Date: 10/1/2016 Other Deadline Description: _____
Grant End Date: 12/31/2017 campaign will run for at least one year
Completed By: _____
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

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

The activities associated with this grant align with County goal to ensure safe, healthy, and secure communities and H3S mission to to promote and assist individuals, families and communities to be healthy, to be safe, and to thrive.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

Children, Youth and Families Division collaborates with partner organizations to support positive youth development, in part, through Drug and Alcohol prevention programming. This grant will help expand social media and education efforts for businesses to be responsible vendors of alcohol sales with the goal of reducing youth access to alcohol.

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

The activities associated with this grant will be conducted in partnership with Limerent Communications, which conducted phases 1 and 2 of the project, and OLCC, which will assist with evaluation of outcomes.

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

Grant objectives are to bring attention to the issue of serving alcohol to underage youth, over-serving, and the risks associated with irresponsible alcohol sales. These objectives will be met by establishing social media platforms that give businesses access to the Toolkit, direct-mail campaigns, establishing sustainable advisory panels and on-going education.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

This grant funds phase 3 of an ongoing project called the Responsible Hospitality Toolkit.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

This award will not require the hiring of additional county staff. Limerent, the partnering agency, has staff that are qualified and equipped to implement the activities outlined in the grant proposal submitted by OLCC.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Clackamas County will partner with OLCC, Limerent Communications, local law enforcement and local alcohol retailers towards the goal of reducing sales to minors and over-serving.

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

N/A

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

This project will be complete once the grant funding is exhausted. CYF is committed to partnering with the Clackamas County Prevention Coalition to research opportunities for ongoing sustainability.

Collaboration

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

Clackamas County Children, Youth and Families Division

Reporting Requirements

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

Limerent will track the number of times the toolkit is downloaded, who and what businesses download the kit, pages that are viewed, time spent on each page, overall number of impressions from the ads and website, and CYF will work with OLCC to determine if there is a positive effect on number of incidents, police calls, and violations as the project progresses.

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

Partner organization Limerent Communications will build a project specific website and establish social media platforms, a marketing campaign that will include direct mailing to businesses, digital ads, and email contact with licensees. Limerent will track how many times the tool kit is downloaded, what businesses download the kit and viewing patterns. Clackamas Co will partner with OLCC to see if there is a decrease in the number of incidents and violations as the project progresses through the year.

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

CYF will complete and submit a year-end expense report to OLCC at the end of the funding period.

Fiscal

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

The administration costs to the county are minimal. The activities associated with this grant will be conducted by Limerent Communications, as identified in the proposal submitted by OLCC. There are no fiscal reporting requirements for the County and the program reporting will be submitted to the County by Limerent and forwarded to OLCC for submission to NABCA.

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

No additional revenue is required. CYF has already invested \$18,600 in initial outreach, assessment and development of the tool-kit. The NABCA grant will fund phase 3 of the project and there is no obligation for County contribution beyond the project term. However, CYF is committed to researching opportunities for ongoing sustainability of the project.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

There is no match requirement on this grant.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Phase 3 of the Responsible Hospitality Toolkit will run for at least one year. It will be evaluated on an ongoing basis by the Clackamas County Prevention Coalition, which will determine the feasibility of longer term continuation of the project.

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

Indirect costs were not requested on this grant.

Program Approval:

Korene R. Mather	12/1/16	
Name (Typed/Printed)	Date	Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Rodney A. Cook	12/5/16	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.

NABCA Educational Award Proposal – 2016-17

Stephen Sander, Project Administrator
Program Coordinator & Training Analyst
Alcohol & Marijuana Education Program
Oregon Liquor Control Commission

Project Description

Summary ~ The \$20,000 NABCA Educational Award will fund a campaign focusing on alcohol licensed businesses in Clackamas County. The project name is *Responsible Hospitality Toolkit*. The campaign will focus on responsible alcohol sales and service by alcohol-licensed businesses and their staff. The toolkit will cover topics from over-service, VIPs, fake IDs, Best Practices, the Responsible Vendor Program, DUII prevention, problem gambling, and establishing partnerships with OLCC, local law enforcement and the communities where the businesses are located. The project will include building and operating a project specific website, establishing social media platforms (Facebook & Twitter), a marketing campaign that will include direct mailings to businesses, digital ads, and e-mail contact with licensees. The OLCC will partner with Clackamas County and Limerent Communications to help develop the website and contact information and help with the information contained in the toolkit for the licensed businesses in Clackamas County.

Criteria ~ The objective is to bring attention to the issues of over-service and the risks that occur when alcohol is sold and served irresponsibly. The project is aimed at the over 500 alcohol licensed businesses in Clackamas County. An assessment of this county showed: OLCC and local law enforcement want to help licensees succeed; 85%-90% of the licensees want to run a better establishment, incorporate best practices, and address over-service issues; businesses are seeking more resources and information for operating their business responsibility with some ongoing training beyond the mandatory alcohol education completed once every 5 years.

Timeline ~ Planning and development for the project will occur from October to December 2016. The campaign will then run for at least one year, with the focus on licensees participating in the program, downloading the toolkit, meeting with other licensees in their area and to begin forming their own business group/advisory panel to foster responsible alcohol sales and serve as a successful business model for operating their businesses.

Evaluation ~ The OLCC will be involved with Clackamas County and Limerent Communications in the development and execution of this project. The project will include a project website for licensees, review of material and content for the *Responsible Hospitality Toolkit*, mailers to licensees about the tool kit, the toolkit will be

available electronically and in hard-copy, digital ads about the project will also be created. Limerent will be able to track how many times the tool kit is downloaded, who and what business downloaded the kit, the pages that were viewed, the time spent on each page, overall number of impressions from the ads and website, and Clackamas County, with some assistance from OLCC will see if there is a decrease in the number of incidents, police calls, and violations as the project progresses through the year.

Continuation ~ The OLCC will work with Clackamas County through the duration of the project. As the project nears completion, Clackamas County, along with input from Limerent Communications and OLCC, will evaluate the project and at that time make a determination to recommend and include an ongoing budget line for the project to continue. Continuation will be based on the number of businesses that have participated, the formation of an owner-driven advisory panel that would include local law enforcement in an ongoing effort to encourage best business practices, responsible alcohol sales, and to be good partners and neighbors in the communities. The toolkit will also be appropriate for licensees to use as part of their quarterly training staff meetings required by their participation in the OLCC's Responsible Vendor Program which allows licensees to mitigate their fines when an employee sells to a minor or fails to properly check an ID.

Budget ~ The educational award will be used to develop the project specific website, review and input on the responsible hospitality toolkit, digital ads, mailers to licensees, and the formation of an advisory panel made up of business owners and local law enforcement. Clackamas County has already invested \$18,600 in the initial outreach, assessment and development of the toolkit and is committed to researching opportunities for ongoing sustainability, to include engaging the hospitality community for a future collective impact model implementation.

Contact Information ~

Steve Sander – steve.sander@oregon.gov
(503) 872-5194 (work)
(503) 872-5018 (FAX)

Signatures ~ The OLCC will maintain contact with NABCA during the review and approval process. The OLCC accepts fiscal responsibility for the funded project. As we have done in previous projects – If our application is approved, please make out the check to: *Clackamas County, H3S – Children, Youth and Families Division* but please send the check to the OLCC to the attention of Steve Sander, Project Administrator for this project.

Steve Sander



NABCA
NATIONAL ALCOHOL BEVERAGE
CONTROL ASSOCIATION

4401 Ford Avenue, Suite 700
Alexandria, VA 22302-1473

T: 703.578.4200

F: 703.820.3551

www.nabca.org

October 6, 2016

Steve Sander
Oregon Liquor Control Commission
9079 SE McLoughlin Blvd
Portland, OR 97222-7355

Dear Steve:

On behalf of the NABCA Board of Directors, it is my pleasure to inform you that your project, **Responsible Hospitality Toolkit**, was deemed an appropriate effort to be supported by the NABCA Educational Award in the amount of **\$20,000**.

Enclosed is the *Education & Supplemental Award Program Report Guidelines* to submit with your report for the 2016-2017 year. You may also use these guidelines as a way to track and report your progress during the course of this year.

Please feel free to contact me if you have any questions or you may contact Lisa Dixon at lisa.dixon@nabca.org.

Sincerely,

p.p. Steven L. Schmidt
Sr. Vice President, Public Policy/Communications

Enclosure: Grant Award

cc: Robert Patridge, Chairman
Lisa Dixon

December 15, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with
North Clackamas School District for Teen Mentor Program

Purpose/Outcomes	Teen Mentor Program in North Clackamas School District. Thirty Milwaukie high school students will mentor Hispanic elementary school students at Lot Whitcomb and Milwaukie Elementary schools. The high school students will build leadership skills and serve as role models to younger children who need additional support and positive attention at school. High School Mentors will meet with elementary students three times each week during the 2016-17 school year.
Dollar Amount and Fiscal Impact	\$10,000 No County General Funds are involved.
Funding Source	Addictions and Mental Health Innovation Prevention Grant
Duration	September 1, 2016 through June 30, 2017
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	Contract database # 8036

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an intergovernmental subrecipient agreement with North Clackamas School District to implement the Teen Mentor Program. The high school-aged mentors build leadership skills and responsibility and the elementary school-aged children will improve behaviors and attitudes in the classroom and develop stronger attachment to school.

No County General Funds are involved in this agreement. It has been approved by County Counsel and is effective as of September 1, 2016 and terminates June 30, 2017. It is retroactive because of the length of time it took to complete approval processes. It has a maximum value of \$10,000.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-024**

Project Name: **Milwaukie High School Teen Mentor Program**

Program Number: 06161

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of Children, Youth and Families (COUNTY) and **North Clackamas School District** (SUBRECIPIENT), an Oregon School District.

Clackamas County Data

Grant Accountant: Michael Morasko	Program Manager: Brian McCrady
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 Phone (503) 742-5435 mmorasko@co.clackamas.or.us	Clackamas County H3S Children, Youth and Families 150 Beaver Creek Rd. #305 Oregon City, OR 97045 Phone (503) 650-5681 bmccrady@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Sarah Mehrabzadeh	Program Representative: Michael Ralls
North Clackamas School District 12400 SE Freeman Way Milwaukie, OR 97222 (503) 353-6000 mehrabzadeh@nclack.k12.or.us	North Clackamas School District 12400 SE Freeman Way Milwaukie, OR 97222 (503) 353-1908 rallsm@nclack.k12.or.us
DUNS: 055963722	

RECITALS

1. North Clackamas School District (SUBRECIPIENT) is the fifth largest school district in Oregon with over 17,000 students. Staff work to prepare graduates who are inspired and empowered to strengthen the equality of life in the local and global communities. North Clackamas is nationally recognized for outstanding programs.
2. Clackamas County (COUNTY), a political subdivision of the State of Oregon, has an Intergovernmental Agreement for the financing of youth development programs, services and initiatives to school-age children through 20 years of age in order to support educational success, prevent criminal activity and reduce high risk behaviors.
3. COUNTY desires to work with SUBRECIPIENT to promote youth academic success and reduce high risk behaviors that could lead to drop out and/or juvenile justice system involvement.

4. Project description: North Clackamas School District's Teen Mentor Program will provide thirty Milwaukie high school students the opportunity mentor Hispanic elementary school students at Lot Whitcomb and Milwaukie Elementary schools. The high school students will develop talents and skills to be role models for younger children who are in need of additional support and positive attention at school. High School Mentors will meet with elementary students three times each week during the school year.
5. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **September 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the 2014 Oregon Health Authority Innovation Prevention grant that is the source of the grant funding, in addition to compliance with requirements of Catalog of Federal Domestic Assistance (CFDA) #93.959 and Title XIX, Part B, subparts 2 & 3 and Title 45 part 96 of the Code of Federal Regulations. A copy of the grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement issued to the COUNTY by the Oregon Health Authority (CFDA 93.959). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$10,000.00**. 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.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its 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 Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with OMB Circular A-21, *Cost Principles for Educational Institutions*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with OMB Circular A-21. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Indirect Cost Recovery.** SUBRECIPIENT has elected no indirect cost recovery for this Agreement.
 - h) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.

- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- j) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (quarterly, and final) during the term of this Agreement.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** There are no specific conditions with this Agreement.
- m) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments located in 2 CFR 200 Subpart F. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients

of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- s) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Grant #145395, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- t) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation

Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additional requirements are as specified in 45 CFR Part 92.

- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by Substance Abuse and Mental Health Services Administration (SAMHSA).
- c) **Drug-Free Workplace.** SUBRECIPIENT shall comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Grantee's workplace or while providing services to OHA clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the SUBRECIPIENT or SUBRECIPIENT 's employee, officer, agent or subcontractor's

performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

- d) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- e) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- f) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local

Contract Review Board rules, which are incorporated by reference herein.

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

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its 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 SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **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.
 - 2) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$2,000,000 per occurrence/\$4,000,000 general aggregate for the protection of

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

- 3) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 4) **Additional Insured Provisions.** All required insurance, other than Workers' Compensation, shall include "the State of Oregon, its officers, employees and agents and Clackamas County, its agents, elected officials, officers, and employees" as additional insureds, but only with respect to SUBRECIPIENT's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.
 - 5) **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 days notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.

- e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

Signing on Behalf of the
Clackamas County Board of Directors:

By: _____
Richard Swift, Director
Health, Housing and Human Services
Clackamas County

By: KJM
Karensa Mauk
Director of Business Operations
North Clackamas School District

By: _____
Recording Secretary

Dated: 11/30/16

Dated: _____

Approved to Form
By: [Signature]
County Counsel

Dated: 16 Nov 2016

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

December 15, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Consultant Services Agreement with
Youth MOVE Oregon to for a Drop-In Center and Peer Support
for Youth/Young Adults in Transition

Purpose/Outcomes	This contractor provides a drop-in center and peer support for youth/young adults in transition within Clackamas County.
Dollar Amount and Fiscal Impact	The contract maximum is \$220,000.00
Funding Source	Oregon Health Authority 2015-2017 Community Mental Health Program (CMHP) Intergovernmental Agreement #147783 No County general funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	The previous contract was approved by the Board of County Commissioners on July 16, 2015, Agenda item 071615-A6
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director–Behavioral Health Division (503) 742-5305
Contract No.	7781

BACKGROUND:

The Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of an a Professional Services Agreement with Youth MOVE Oregon for a drop-in center and peer support for youth and young adults in transition within Clackamas County. The drop-in center specifically provides one-on-one person-centered planning (a set of approaches designed to assist someone to plan their life and supports). Youth MOVE Oregon provides services that support individuals working toward addition recover and/or mental wellness. The Behavioral Health Division has held contracts with Youth MOVE Oregon for several years.

This contract is effective July 1, 2016 and continues through June 30, 2017 with a contract value of \$220,000. County Counsel has reviewed and approved this contract on November 23, 2016

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the City of Molalla and the Housing and Community Development Division for the Lola Avenue Improvements Project

Purpose/ Outcome	The Agreement will allow for the Housing and Community Development Division to work with the City of Molalla and their hired engineer to construct an estimated 700 lineal feet of sidewalk and curb along Lola Avenue as well as upgrade storm drainage. The work will occur from 3 rd Street to 5 th Street.
Dollar Amount and Fiscal Impact	Community Development Block Grant Funds in the amount of \$165,000. The City of Molalla will provide an estimated \$35,000 dollars for the project. No County General Funds will be used for this project.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
Duration	March to September 2017
Previous Board Action/ Review	CDBG Action Plan approved April 30, 2015
Strategic Plan Alignment	Provide sustainable and affordable housing. Ensure safe, healthy and sure communities.
Contact Person	Steve Kelly – Housing and Community Development: 503-650-5665
Contract No.	H3S 8030

BACKGROUND: The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement with the City of Molalla for the Lola Avenue Improvements Project. The Agreement determines the roles of Molalla and the County regarding contract administration, project management as well as the duties of the hired engineer during project construction. The Agreement was reviewed and approved by County Counsel on March 2, 2016.

RECOMMENDATION: We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing Human Services

INTERGOVERNMENTAL AGREEMENT

BETWEEN

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

AND

THE CITY OF MOLALLA

I. Purpose

- A. This Intergovernmental Agreement (“Agreement”) is entered into between Clackamas County, acting by and through its Community Development Division (“COUNTY”), and the City of Molalla (“CITY”) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides for design and construction of approximately 700 lineal feet of roadway including two 12-foot travel lanes, two 8 foot parking aisle, two 5 foot curb tight sidewalks, curb and gutter, storm drainage reconstruction and extension, sewer reconstruction, waterline reconstruction, and streetlighting. These improvements are herein referred to as the PROJECT.
- C. This Agreement allows for both the COUNTY and the CITY to work together to determine whether the Lola Street Improvements – Phase 2 PROJECT will qualify as a Low-to-Moderate Income Project target area that must be at or higher than 43.44 percent as of FY 2015, and per 2010 HUD Census Tract and Block Group information. The COUNTY and CITY will submit a review packet and sample survey instrument to the local HUD office requesting review and approval of submitted materials. Upon approval from HUD of submitted survey instrument, the COUNTY will oversee the survey of the PROJECT target area conducted by the CITY. The COUNTY will review the collected survey data and submit household demographic data to the local HUD office for PROJECT approval.

II. Scope of Responsibilities

- A. Under this Agreement, the responsibilities of CITY shall be as follows:
 - 1. The CITY shall provide all necessary supervisory and administrative support to assist the COUNTY with the completion of the PROJECT.
 - 2. The CITY shall obtain any easements or approvals necessary to allow access onto private property. Acquisition of any easement shall be

obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”). If assistance is needed for URA guidance, the COUNTY has a Right-Of-Way Acquisition Specialist.

3. The CITY shall provide Engineering services internally or externally for the design and construction oversight of the PROJECT. Such services shall be provided at no cost to the COUNTY. The CITY shall assume responsibility for ensuring the following:
 - a. The CITY shall hire a registered professional Engineer (herein after referred to as Engineer) to prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight during the start of construction through to the completion of the PROJECT. The Engineering firm may donate staff time as well as donate materials for the PROJECT.
 - b. The CITY shall require any Engineering firm to maintain comprehensive general (including contractual liability) and automobile liability insurance for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to Engineer's or any of Engineer's subcontractor's performance of this Agreement under the following provisions listed in the matrix below.

Minimum Insurance Requirements for Contracts with Government, Architect or Engineer:

Reason for Contract:	Commercial General Liability:	Automobile Liability Commercial:	Professional Liability:
Consulting Services/ Professional	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Design Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Engineers	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Professional Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000

- c. The Engineer shall endeavor to use good faith in order to maintain in force such coverage for not less than three (3) years following completion of the PROJECT. The CITY shall require any Engineering firm to include the COUNTY as an additional insured and refer to and support the Engineer's obligation to hold harmless the COUNTY, its officers, commissioners and employees. Such insurance shall provide 30 days written notice to the COUNTY in the event of cancellation, non-renewal, 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. The insurance company will provide written notice to the COUNTY within thirty (30) days after any reduction on the general annual aggregate limit.
- d. 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 Engineering firms insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the contract.
- e. The CITY shall require any Engineering firm to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.
- f. The insurance, other than the professional liability insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. 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.

- g. The CITY shall ensure that the Responsibilities of the Engineer include, but not be limited to, the following:
 - (i) During construction, the Engineer shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by the Contractor.
 - (ii) All reports and recommendations concerning construction shall be submitted to the COUNTY for their approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY approval.
 - (iii) In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the COUNTY, CITY shall be solely responsible for these modifications.
 - (iv) Notify the County Surveyor of the PROJECT and provide CITY, design Engineer, surveyor and contractor contacts as applicable.
 - (v) File a “Pre-Construction Record of Survey” with the County Surveyor prior to the PROJECT final award of the construction contract in order to identify and preserve the locations of survey monuments that may be disturbed or removed during the construction as described in ORS 209.150.
 - (vi) File a post construction document with and acceptable to the County Surveyor after the construction PROJECT is completed. The Engineer is responsible to replace any property corner monuments that were disturbed or removed during construction as described in ORS 209.150.
4. The CITY shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the CITY as provided by Oregon Statute.
5. The CITY shall complete and submit a Community Development Block Grant Annual Performance Report following completion of the PROJECT, attached as Attachment A and incorporated by reference.

6. The CITY shall complete and submit a Matching Funds Report following completion of the PROJECT, attached as Attachment B and incorporated by reference.
7. With the assistance of the COUNTY, the CITY shall adhere to the requirements outlined in the HUD Notice CPD-14-013 for the process of surveying all family households that would directly benefit from the Well House Rehabilitation PROJECT and determine Low-Moderate-Income Levels of which will determine PROJECT eligibility and approval by HUD.
8. Prior to expenditure of any CDBG funds toward construction, the CITY shall conduct a number tracked survey for each family household within the service area of the Lola Street Improvements-Phase 2 PROJECT using the COUNTY'S approved survey form incorporating the income limits described below in the table (2015):

Family Size	Low Income	Moderate Income
1	\$25,750	\$41,200
2	\$29,400	\$47,050
3	\$33,100	\$52,950
4	\$36,750	\$58,800
5	\$39,700	\$63,550
6	\$42,650	\$68,250
7	\$45,600	\$72,950
8	\$48,550	\$77,650

9. Once the survey is reviewed and approved by HUD for use, the response from HUD will be kept and maintained by the COUNTY for proper record-keeping.
 10. Upon completion of the PROJECT, the CITY:
 - a. Agrees to accept the improvements and take ownership, including responsibility for any claims against the PROJECT from that point forward; and
 - b. Agrees to become the successor of the PROJECT construction contract and assume all of the corresponding rights and responsibilities.
 11. The CITY agrees to maintain ownership of the property for the life of the PROJECT
- B. Under this Agreement, the responsibilities of the COUNTY will be as follows:
1. The COUNTY will appropriately bid and contract for construction of the PROJECT and with the advice of the CITY'S Engineer will approve

changes, modifications, or amendments as necessary to serve the public interest.

2. In such contracts the COUNTY will assume the rights and responsibilities of the owner of the project. Moreover, the COUNTY will assign a Project Coordinator to perform the following duties:
 - a. Provide PROJECT Manual Documents and Bid the PROJECT;
 - b. Award the PROJECT;
 - c. Hire the lowest responsive/ responsible General Contractor;
 - d. Issue the Notice to Proceed to General Contractor;
 - e. Process Pay Request using CDBG funds and CITY funds;
 - f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon as well as review submitted Payroll Forms for the Project;
 - g. Collect all HUD required PROJECT Close-Out Documents;
 - h. Release Retainage to Contractor will occur only after hired Engineer and the CITY approve and sign-off on PROJECT after the scope of work has been completed; and
 - i. Relinquish ownership of PROJECT to the CITY upon completion.
 3. The COUNTY agrees to provide and administer available Federal Community Development Block Grant (“CDBG”) funds (CFDA 14.218) granted by the U.S. Department of Housing and Urban Development (“HUD”) to finance the PROJECT.
 4. The COUNTY shall conduct necessary environmental reviews described in 570.604 of the CDBG regulations for compliance with requirements of the CDBG program prior to the start of construction.
 5. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT.
- C. The COUNTY and CITY agree to jointly review and approve all design, material selection, and contract documents for the PROJECT.
 - D. The COUNTY and CITY agree that in order for this PROJECT to occur, HUD has to release CDBG funds to bid and construct the PROJECT as stated in Section I (B), Purpose.
 - E. The COUNTY and CITY agree to work together to schedule the PROJECT, provided the PROJECT area meets the 43.44% Low-Mod Income requirements of HUD, after which the PROJECT can be bid and constructed.

III. Budget & Financial

- A. The COUNTY will apply CDBG funds received in the amount not to exceed **\$165,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this PROJECT.
- B. The CITY agrees to contribute the greater of:
1. Twenty percent (20%) of the total design and construction cost of the PROJECT; or
 2. All cost for design and construction which exceed available CDBG funds budgeted (\$165,000) for the PROJECT.
- C. The CITY will be credited towards the matching requirements stated in Part III. B. an amount equal to 15% of the final construction cost for Engineering services as detailed in Part II. A. 3. a.
- D. In the event the PROJECT can not be completed with available funds, the COUNTY and CITY will jointly determine the priorities of the improvements to be made within funding limits.
- E. The CITY agrees to provide funds for the PROJECT to the COUNTY in the following manner:
1. In the event a contractor is entitled to payments for work completed above and beyond the amount of CDBG funds received from HUD for the PROJECT, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments. The CITY shall transfer funds which exceed available CDBG funds and are owed to a contractor to the COUNTY within thirty (30) consecutive calendar days of a written request.
 2. Upon receipt of written notification from the COUNTY, the CITY shall provide payment within thirty (30) consecutive calendar days to the COUNTY the funds necessary to meet the matching contribution requirement in Part III. B. All checks shall be made payable to Clackamas County, include a Project Number and be mailed to the following address:

Attn: Toni Hessevick
Clackamas County - Finance Office
Public Services Building
2051 Kaen Road
Oregon City, OR 97045

3. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the CITY and the COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the CITY and the COUNTY, the COUNTY shall instruct the Engineer to execute a change order.
4. Funds for the change order(s) shall be funded primarily by the CITY. The COUNTY will provide CDBG funds for change order(s) if there are still those funds available to use as outlined in Section III, A.

IV. Liaison Responsibility

Gerald Fisher, Public Works Director will act as liaison from the CITY for the PROJECT. Steve Kelly will act as liaison from the COUNTY.

V. Special Requirements

- A. Law and Regulations. The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.
- C. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- D. Indemnification. Subject to the limits of the Oregon Tort Claims Act, each of the parties agrees to hold harmless and indemnify the others, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees provided however, upon completion of the improvements, the CITY will assume all responsibility for claims made thereafter against the COUNTY or its officers, agents or employees pertaining to the design and construction of the PROJECT, and will indemnify and defend them therefore.
- E. Notice. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.

- F. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- G. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds from HUD for this project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- I. Conflict of Interest. No officer, employee, or agent of the CITY or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.
- J. Insurance. The CITY will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CITY property. The CITY will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, the CITY shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272.
- K. Nondiscrimination. The CITY and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination of the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of

1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

- L. Handicapped Accessibility. The CITY agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- M. Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by the CITY to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. Evaluation. The CITY agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.
- O. Audits and Inspections. The CITY will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. Acquisition. If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- Q. Change of Use. The CITY agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).
- R. Reversion of Assets. Upon expiration or termination of this Agreement, CITY shall transfer to County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under DISTRICT'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to CITY in the form of a loan) in excess of \$25,000 shall ensure said real property is either:
 - 1. Used to meet one of the National Objectives in CFR 570.208 for the term of this Agreement; or

2. Not used to meet on the National Objectives for the term of this Agreement, in which event, the CITY shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

VI. Amendment

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

VII. Term of Agreement

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending fifteen (15) years after CDBG close-out.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 1. Written notice provided to the COUNTY from the CITY before any materials or services for improvements are procured, or;
 2. Written notice provided by the COUNTY in accordance with 24 CFR 85.43, included as Attachment D, resulting from material failure by the CITY to comply with any term of this Agreement, or;
 3. Mutual agreement by the COUNTY and CITY in accordance with 24 CFR 85.44.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

VIII. Integration

This Agreement contains the entire agreement between the CITY and the COUNTY and supersedes all prior written or oral discussions.

IX. Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such

provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

X. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of laws provisions thereof.

XI. Waiver

The CITY and COUNTY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signatures to Follow]

CITY OF MOLALLA

PO Box 248
Molalla, OR 97038



Dan Huff, City Manager
City of Molalla

10-4-16
Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board.

Rich Swift, Director
Human, Health & Housing Services
Department

Date



December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with
Clackamas Women’s Services for Shelter from Domestic Violence

Purpose/Outcomes	Contractor will provide emergency shelter and services to people experiencing domestic violence in Clackamas County
Dollar Amount and Fiscal Impact	\$22,051
Funding Source	Emergency Food and Shelter Program (EFSP) grant funds. No County General Funds are involved.
Duration	December 1, 2015 through March 31, 2017
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with H3S’s strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	7964

BACKGROUND:

Social Services Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Grant Agreement with Clackamas Women’s Services (CWS). CWS will provide emergency shelter for survivors of domestic violence who are homeless or at imminent risk of homelessness at a facility operated by CWS in Clackamas County.

This agreement is funded with Emergency Food and Shelter Program (EFSP) grant funds from the Federal Department of Homeland Security for the express purpose to serve the hungry and homeless population.

This Subrecipient Agreement is effective December 1, 2015 through March 31, 2017. The reason for the retroactive effective date is the funding received November 30, 2016 allows expenses to be paid back to December 1, 2015. The value of the agreement is \$22,051. There are no County General Funds involved.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-032**

Project Name: **Emergency Food & Shelter Program (EFSP)**

Project Number:

This Agreement is between **Clackamas County**, Oregon, acting by and through its Health, Housing and Human Services Department, Social Services Division (COUNTY) and **Clackamas Women's Services** (SUBRECIPIENT) an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: **Sue Aronson**

Program Manager: **Luellen Oakley**

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
(503)742-5421
suea@clackamas.us

Clackamas County – Social Services Division
2051 Kaen Road
Oregon City, OR 97045
(503)650-5725
luellen.oak@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: **Mindy Zasky**

Program Representative: **Amy Doud**

Clackamas Women's Services
256 Warner Milne Road
Oregon City, Oregon 97045
(503)655-8600
mindyz@cwsor.org

Clackamas Women's Services
256 Warner Milne Road
Oregon City, Oregon 97045
(503)655-8600
amyd@cwsor.org

DUNS: 959059759

RECITALS

1. Whereas homelessness remains a persistent problem in most of Clackamas County, including urban, rural and suburban areas;
2. Whereas homelessness affects some of the most vulnerable Clackamas County residents, with almost half of the identified homeless being children under the age of 18, and significant numbers of veterans, people with disabilities, women fleeing domestic violence and older adults suffering homelessness;
3. Whereas homeless individuals are frequent victims of crime and often experience health problems;
4. Whereas many homeless adults want to work but are not employable without a safe place to sleep at night;
5. Whereas COUNTY has received federal funding under the Emergency Food and Shelter Program (EFSP), authorized by the Stewart B. McKinney Homeless Assistance Act of 1987, as amended, Title 3, Section 301, Public Law 100-77, 42 U.S.C 11331-11346. The EFSP was created in 1983 to supplement and expand the work of local social service agencies, both nonprofit and governmental, in an effort to help people with economic (rather than disaster-related) emergencies.

Clackamas Women's Services (7964)

Subrecipient Grant Agreement – 17-032 EFSP

Page 2 of 18

6. Whereas funding provided in this award is intended to supplement costs associated with the provision of emergency shelter services at the Clackamas Women's Services Emergency Shelter in Oregon City, Oregon, operated by SUBRECIPIENT, in order to provide transitional shelter services to adults and families who require case management activities with attendant shelter to stabilize their shelter needs while providing for the development of essential living skills necessary to achieve long-term independent housing situations.
7. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **December 1, 2015** and shall expire on **March 31, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the EFSP award number 33-7080-00 005 E1 (Federal award date: 09/01/16) that is the source of the grant funding, in addition to Award Special Terms and Conditions, Program Information, and EFSP Manuals, Addenda, and other required information in Exhibits F-G, which are attached to and made a part of this agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **EFSP 33** (Catalogue of Federal Domestic Assistance [CFDA] #: **97.024**) issued to the COUNTY by the United Way on behalf of the U.S. Department of Homeland Security. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$22,051**. This is a fixed unit price grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Invoice Template and Exhibit E: Award Special Terms and Conditions. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its 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 Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Invoice Template.
 - h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.
 - i) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit a completed Exhibit D: Invoice Template on a monthly basis.
 - j) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits D) and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 15 calendar days after the end date of this Agreement.
 - k) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register

and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.

- l) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- m) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying Certificate) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- n) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- If SUBRECIPIENT receives \$100,000 or more in EFSP funds, SUBRECIPIENT must arrange for an independent audit of funds to coincide with the next scheduled audit of its financial affairs. If receiving \$50,000 to \$99,999 in EFSP funds, SUBRECIPIENT must arrange for an annual accountant's review of funds to coincide with the next scheduled annual review of its financial affairs. However, it is not necessary to have a separate, independent audit/review for this award so long as program funds are treated as a separate element in SUBRECIPIENT'S regular annual audit/review.
- o) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- p) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of

three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

- q) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for EFSP 33, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- r) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations

regarding privacy and obligations of confidentiality, including those outlined in the EFSP Program Manual in Exhibit F.

11. Federal and State Procurement Standards

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

12. General Agreement Provisions

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

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

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
- 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. "Clackamas County, its agents, officers and elected officials" must be named as additional insureds 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.
- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- 10) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

Clackamas Women's Services (7964)

Subrecipient Grant Agreement – 17-032 EFSP

Page 8 of 18


- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

- Exhibit A: Subrecipient Statement of Program Objectives
- Exhibit B: Subrecipient Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Request for Reimbursement
- Exhibit E: Award Special Terms and Conditions
- Exhibit F: EFSP Phase 33 Manual
- Exhibit G: EFSP Phase 33 Key Changes and Clarifications

(signature page follows)

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

CLACKAMAS WOMEN'S SERVICES

By: 

Melissa Erlbaum, Executive Director
Date: 12-1-2016

256 Warner Milne Road

Street Address
Oregon City, Oregon 97045

City / State / Zip
(503)655-8600 /

Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Service Department

Date

Recording Secretary

Date

Approved to Form:



County Counsel

30 Nov 2016

Date

EXHIBIT A
Statement of Program Objectives

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No. 17-032
SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES	

Program Objectives

SUBRECIPIENT agrees to perform the following activities under the terms of this agreement:

Provide temporary emergency shelter for survivors of domestic violence who are homeless or at imminent risk of homelessness at a facility operated by SUBRECIPIENT.

Performance Standards

1. SUBRECIPIENT shall, and shall cause, Denial, Appeal and Fair Hearing procedures accessible to applicants upon request.
2. SUBRECIPIENT may terminate assistance to participants who violate program requirements. SUBRECIPIENT shall have in place a procedure which governs the termination and grievance process. These procedures should describe the program requirements and the termination process, as well as the grievance procedure which recognizes the rights of individuals who may be affected. Termination and grievance procedures shall be clearly communicated to and easily understood by program participants and readily available upon request, or posted in a public location.
3. SUBRECIPIENT shall assure that completed applications and household benefits are valid and correct.
4. SUBRECIPIENT shall maintain clear policies for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program assistance services.
5. SUBRECIPIENT shall maintain clear procedures for dealing with applicants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY.
6. SUBRECIPIENT shall maintain clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to COUNTY.
7. SUBRECIPIENT shall assure that all necessary documentation is included in client files. This includes documentation of homeless status used to determine program eligibility.
8. In operating the shelter, SUBRECIPIENT shall ensure that all applicable standards for zoning and safety are met or exceeded, and required supervision of the facility is provided in keeping with local regulation or requirements.

Reporting Requirements

Program Specific Reporting

1. SUBRECIPIENT shall comply with current Homeless Management Information System (HMIS) Policies and procedures and adhere to all HMIS reporting requirements.
2. SUBRECIPIENT shall assure that data entry into ALICE/OSNIUM occurs in an accurate and timely manner.
3. SUBRECIPIENT shall maintain and provide to COUNTY, as requested, information as required by State and Federal funding sources for reporting purposes. Data collection in ALICE shall include universal data elements, services, and funding source. Additional information will be provided by the COUNTY for collection of fund source. Information requested will comply with all State and Federal laws regarding client confidentiality.
4. Supporting documentation must be retained on-site, e.g. service records and sign-in logs.

EXHIBIT B
SUBRECIPIENT Program Budget

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No. 17-032
SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES	

Total maximum compensation under this contract shall not exceed **\$22,051** of EFSP funds for emergency temporary shelter. The EFSP funds equate to 1,765 bed nights at \$12.50 per person in residence per night.

EXHIBIT C – LOBBYING CERTIFICATE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

Clackamas Women's Services
LRO Name

708000-005
LRO ID Number (9 digits)

Melissa Erlbaum
Representative Name

[Signature] 12-1-2016
Representative Signature Date (month/day/year)

EXHIBIT D
 Sample Invoice Template

INVOICE

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 32 Funds, CFDA # 97.024	INVOICE DATE: MM/DD/YYYY AGREEMENT NO. 17-032 CONTRACT NO. 7964
NAME/ADDRESS/PHONE NUMBER OF SUBRECIPIENT: Clackamas Women's Services 256 Warner Milne Rd Oregon City, Oregon 97045 Phone: (503)655-8600 E-mail: amyd@cwsor.org	

Month Service Provided: _____ <i>Month/Year</i>

To: Clackamas County Social Services Division
 Attn: Luellen Oakley
 2051 Kaen Road
 Oregon City, OR 97045
 or by email to: luellenoak@clackamas.us
 Direct Line: (503)655-8646
 Fax: (503)655-8889

DATE OF SERVICE	# OF BEDNIGHTS	RATE PER BEDNIGHT	LINE TOTAL
		\$24.00	
		\$24.00	
		\$24.00	
		\$24.00	
		\$24.00	
		\$24.00	
		\$24.00	
		\$24.00	

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: _____
 Phone: _____ E-mail: _____
 Authorized Signer: _____
 Date: _____

EXHIBIT E
Award Special Terms and Conditions

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No.17-032
SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES	

1. General Performance Standards

- a. SUBRECIPIENT ensures that all staff employed or contracted by SUBRECIPIENT who provide services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this Agreement.
- b. SUBRECIPIENT assures that all of SUBRECIPIENT's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. SUBRECIPIENT shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.
- c. Performance standards for this program shall comply in all respects with those outlined in the EFSP Phase 33 Manual (Exhibit F).

2. Staff

SUBRECIPIENT will provide the following for all staff that are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System and compliant with ORS chapter 181 and OAR 407-007-0000 through 407-007-0370;
- Appropriate education and academic degrees;
- Licenses or certificates, as required;
- Relevant work history or qualifications;

3. Monitoring

COUNTY shall monitor services provided by SUBRECIPIENT and has the right to require SUBRECIPIENT's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. SUBRECIPIENT shall cooperate with COUNTY in such monitoring. COUNTY shall provide SUBRECIPIENT twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by SUBRECIPIENT. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

4. Confidentiality

SUBRECIPIENT agrees that SUBRECIPIENT, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.

5. Drug-Free Workplace

To the extent required by Federal law, SUBRECIPIENT will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing a drug-free awareness program to inform employees of:
 - (1) The dangers of drug abuse in the workplace;
 - (2) SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection 13(a) above.
- d. Notifying the employee in the statement required by subsection 13(a) that as a condition of employment on such contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notify the COUNTY within 10 days after receiving notice under subsection 5.d.(2) from an employee or otherwise receiving actual notice of conviction.
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

EXHIBIT F
EFSP Phase 33 Manual

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 33 Funds, CFDA # 97.024	AGREEMENT No. 17-032
SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES	

Attached

EXHIBIT G
EFSP Phase 33 Key Changes, Program Clarifications and Reminders

PROJECT NAME: Temporary Emergency Shelter Federal Emergency Food and Shelter Program (EFSP) EFSP Phase 32 Funds, CFDA # 97.024	AGREEMENT No. 17-032
SUBRECIPIENT: CLACKAMAS WOMEN'S SERVICES	

Attached

December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the State of Oregon,
Department of Consumer and Business Services, Oregon Insurance Division,
Senior Health Insurance Benefits Assistance (SHIBA)

Purpose/Outcomes	To provide grant funds for the Medicare Improvements for Patients and Providers Act (MIPPA) program to provide education for Medicare beneficiaries about public benefits.
Dollar Amount and Fiscal Impact	Two year grant for \$6,500 per year; \$13,000 total
Funding Source	The Oregon Department of Human Services' State Unit on Aging (SUA) received a Medicare Improvements for Patients and Providers Act (MIPPA) grant from the Administration for Community Living (ACL). This grant will support the continued partnership between the SUA, the Senior Health Insurance Benefits Assistance (SHIBA) program and Multnomah County Aging and Disability Services (MCADS) to expand and enhance outreach and application assistance for low income individuals who are potentially eligible for the Low Income Subsidy (LIS) or the Medicare Savings Program (MSP). No match requirements. No County General Funds are involved.
Safety Impact	None
Duration	September 30, 2015 through September 29, 2017
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	7916

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval of an Intergovernmental Grant Agreement (IGA) from the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA). This IGA provides funding to educate Medicare beneficiaries about public benefits, and enroll those who are eligible in limited-income subsidy for Part D and Medicare Savings Programs..

SHIBA is designed to educate senior and other Medicare recipients of their rights, resources and needs relating to Medicare and other health insurance. These services are invaluable to our seniors and disabled citizens and provide a much needed resource for our most vulnerable populations.

The Senior Medicare Patrol (SMP) grant funds help the Volunteer Connection SHIBA program improve and expand State efforts to provide Medicare/Medicaid beneficiaries education of healthcare fraud, errors and abuse. Outreach efforts focus on high populations in rural, Hispanic and tribal communities.

This Intergovernmental Agreement is effective September 30, 2015 through September 29, 2017. It is retroactive due to receipt of the draft agreement from the State on August 8, 2016. It was reviewed and approved by County Counsel on October 10, 2016 contingent upon a few minor edits from the State. The agreement with the edits was received from the State November 29, 2016.

The agreement is for \$13,000 for a two year period. There are no match requirements or County General Funds involved.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

INTERGOVERNMENTAL AGREEMENT

Agreement No. 45G000205

This Agreement is between the State of Oregon acting by and through its Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program (“Agency”) and Clackamas County acting by and through its Health, Housing & Human Services Department, Social Services Division (“Local Government”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

The State of Oregon has received a Federal grant to educate Medicare beneficiaries about public benefits, and enroll those who are eligible in Limited-Income Subsidy for Part D (also known as LIS or Extra Help) and Medicare Savings Programs (QMB, SMB, SMF). The grant requires involvement of Senior Health Insurance Benefit Assistance Program (SHIBA), Aging and Disability Resource Connection (ADRC) and the Area Agency on Aging (AAA) programs statewide. Agency will coordinate efforts of SHIBA sponsors statewide. Multnomah County will act as a sub-grantee to coordinate efforts of ADRC and AAA programs, and conduct statewide outreach. Local Government is a SHIBA sponsor covering Clackamas County.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall be effective retroactively to September 30, 2015, and terminates on September 29, 2017, unless terminated earlier in accordance with Section 16. This Agreement may be extended if the grant period is extended or for additional grant years.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Lisa Emerson, SHIBA Program Coordinator
Department of Consumer and Business Services
Oregon Health Insurance Marketplace
350 Winter Street NE

PO Box 14480
Salem, OR 97309-0405
503-947-7087
lisa.emerson@oregon.gov

4.2 Local Government's Authorized Representative is:

Lois Orner, Human Services Manager, Volunteer Connection
Clackamas County Social Services
2051 Kaen Rd
PO Box 2950
Oregon City, OR 97045
503-655-8269
lorner@co.clackamas.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth in Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

6.1 A) Agency agrees to pay Local Government a not-to-exceed amount of \$6,500.00 for performance of the work set forth in Exhibit A for the period of September 30, 2015 through September 29, 2016. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL).

B) Agency agrees to pay Local Government a not-to-exceed amount of \$6,500.00 for performance of the work set forth in Exhibit A for the period of September 30, 2016 through September 29, 2017. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL).

6.2 Agency shall pay Local Government following Agency's acceptance, review and approval of the invoice(s) submitted. Invoice(s) shall be submitted quarterly to the Agency Authorized Representative by email.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 7.1 Local Government is a county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 7.2 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 for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency 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 Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the 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. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1 "**Local Government Intellectual Property**" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
- 9.1.2 "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Local Government or Agency.
- 9.1.3 "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 9.2 All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Local Government agree that any Work Product that is an original work of authorship created by Local Government under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the

name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 9.3** If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4** If Work Product is Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5** If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONTRIBUTION

- 10.1** 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 Section 10 with respect to the Third Party Claim.
- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of 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, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

- 10.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. 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.

SECTION 11: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 11.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up,

or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1** In the event Local Government is in default under Section 11, and such default remains uncured 15 days after written notice thereof to Local Government, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** The Agency and Local Government shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Agency and Local Government may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. In the event Agency is in default under Section 12, and such default remains uncured 15 days after written notice thereof to Agency, and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any

claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 13.2, Local Government shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

The Agency and Local Government shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Agency and Local Government may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

- 16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2** Agency may terminate this Agreement as follows:
 - 16.2.1** Upon 30 days advance written notice to Local Government;
 - 16.2.2** Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.2.3** Immediately upon written notice to Local Government, if federal or state laws, rules,

regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

- 16.2.4** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or
- 16.2.5** As otherwise expressly provided in this Agreement.
- 16.3** Local Government may terminate this Agreement as follows:
- 16.3.1** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
- 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;
- 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
- 16.3.4** As otherwise expressly provided in this Agreement.
- 16.4** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, 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 other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

The Parties agree that 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: 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.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Unless exempt, Local Government shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Local Government, or to the Services or deliverables, or to any combination of the foregoing.

24.1 Audits:

24.1.1 Local Government shall comply and, if applicable, cause subcontractors to comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations" as implemented by 45 CFR 92.26. The Agency reserves the right to audit, at the Agency's expense, all records pertinent to this Agreement.

24.2 Federal Terms and Conditions:

24.2.1 This award includes the requirements of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections". See, 48 CFR 3.908 of the National Defense Authorization Act (NDAA). By reference, these requirements are a term and condition of the award.

24.2.2 United States v. Windsor, 133 S. Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7. All grantees are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familiar relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

24.3 Miscellaneous Federal Provisions:

24.3.1 Local Government shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to the Agreement. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated:

- Age Discrimination Act of 1975

- Civil Rights Act of 1964 (Title VI)
- Controlled Substances; Education Amendment of 1972 (Title IX)
- Public Health Security and Bioterrorism Preparedness and Response Act, Rehabilitation Act of 1973 (Section 504)
- USA PATRIOT Act
- Americans with Disabilities Act of 1990
- Clean Air, Clean Water, EPA Regulations
- Energy Efficiency
- Truth in Lobbying
- Resource Conservation and Recovery
- Debarment and Suspension
- Pro-Children Act
- 15 CRF Part 14
- Office of Management and Budget (OMB) Circulars A-110 and A-122
- Trafficking in Persons

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

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.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal

government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: ADDITIONAL REQUIREMENTS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance), Exhibit C (Additional Requirements) Exhibit D (Attestation of Compliance).

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program

Reviewed By: Berri Leslie Date

Administrator, Oregon Health Insurance Marketplace

Reviewed By: J.P. Jones Date

Deputy Administrator, Division of Financial Regulation

Executed by: Nancy A. Cody Date

Designated Procurement Officer

Clackamas County acting by and through its Health, Housing & Human Services Department, Social Services Division

Name, Title Date

Approved for Legal Sufficiency in accordance with ORS 291.047

_____ N/A _____

Name, Title Date

EXHIBIT A

STATEMENT OF WORK

Agency shall:

- Train volunteers statewide, in depth, on using www.BenefitsCheckUp.org/Oregon to enroll SHIBA clients for Low Income Subsidy (LIS), and on tracking LIS/Medicare Savings Program (MSP) activity on Client Contact Forms/SHIPtalk.
- Establish criteria and award sub-grants to SHIBA sponsors involved in additional MIPPA activities
- Coordinate with Multnomah County and the State Unit on Aging to collect program data and design statewide advertising.

Local Government shall:

SHIBA Counselor Coordination:

- Encourage counselors to actively screen clients for LIS and MSP programs. Counselors must complete LIS applications using www.BenefitsCheckup.org/Oregon
- Encourage volunteers who lack time or computer access in their SHIBA appointments to refer clients to the Oregon Medicare Savings Connect toll-free line.
- Ensure that 70% or more of their volunteers have participated in live trainings or watched the recorded web-based training found at the following link: <http://www.oregon.gov/DCBS/insurance/shiba/volunteers/training/Pages/MIPPA-training.aspx>. The webinar explains the Oregon Medicare Savings Connect (OMSC) helpline and outreach; provides a refresh on LIS/MSP benefits, instructs how to use www.BenefitsCheckUp.org/Oregon, and how to record enrollment activity on the client contact form. This webinar will count towards annual recertification credits.

Tracking and Outreach:

- Actively track data on clients enrolled in LIS or referred for MSP by SHIBA volunteers (via list, spreadsheet, copies of confirmation sheets, or other approved method).
- Continue conducting LIS/MSP outreach as usual through your local agencies, and report MIPPA related outreach on a brief spreadsheet. Also complete a Public and Media Events (PAM) form and complete appropriate MIPPA national special use field.
- Speak by phone individually with assigned State SHIBA staff to coordinate efforts and gather statistics. This contact plus above-mentioned spreadsheets serve as the monthly report.
- Participate in coordinated statewide outreach events occurring in your area during each 12-month grant period. (Note: targeted areas to be determined by OMSC-Multnomah County SHIBA).

Multnomah County will provide the following assistance to Local Government:

- Operate an incoming toll-free line (Oregon Medicare Savings Connect, 1-855-447-0155) to complete LIS applications online for eligible Medicare beneficiaries, and to directly assist in the process of applying for MSP throughout Oregon.
- Give priority to referrals from SHIBA volunteers statewide, to assist those who did not have sufficient time during their SHIBA appointment to complete LIS applications.
- Provide outreach materials for LIS, MSP and other public benefits programs.
- Conduct public outreach events in targeted areas of the State to increase awareness of LIS/MSP/public benefits.
- Coordinate with Food Banks, Low Income Home Assistance (LIHEAP) organizations, Gatekeeper programs, and other community partners to target outreach to Medicare beneficiaries.

EXHIBIT B
INSURANCE

[No required insurance]

EXHIBIT C

ADDITIONAL REQUIREMENTS

CONFIDENTIAL INFORMATION:

Local Government shall comply with ORS 646A and require subcontractors or subgrantees to comply with the information security requirements imposed under this sections.

“Information Asset” means all confidential information in any form (e.g., written, verbal, oral or electronic) which Agency determines requires security measures, including confidential information created by Agency, gathered by Agency or stored by Agency for external parties.

All requirements imposed on Local Government under this section also apply to its officers, employees, agents and subcontractors that have access to any SHIBA Information Asset, and Local Government shall include these requirements in any subcontract that may provide such access by a subcontractor, its officers, employees or agents to any SHIBA computer system or other SHIBA Information Asset.

Local Government shall:

- 1) Cooperate with Agency in identifying Information Assets that will be utilized in the performance of Services or for the delivery of Goods and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to Agency with fourteen (14) calendar days of the date such information changes for any reason.
- 2) Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of Agency. Local Government security measures must be documented in writing and be available for review by Agency request. Agency’s review of the reasonableness of security measures, as well as Local Government’s compliance with Agency’s assigned access control or security requirements, will take into account Local Government’s physical, administrative and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of Information Assets by Local Government, it’s officers, employees, agents or subcontractors.
- 3) Prevent any unauthorized access to or disclosure of Agency’s information systems and information assets. Take necessary actions to comply with Agency’s determinations of the level of access that may be granted, as well as changes in levels of access, or suspension or termination of access as determined by Agency.
- 4) Keep any Agency assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by Local Government and its

agents or subcontractors in accordance with security requirements or access controls assigned by Agency; and make available to Agency, upon request, all information about Local Government's use or application of Agency access-controlled computer systems or Information Assets.

- 5) Report to Agency any privacy or security incidents by Local Government, its officers, employees or subcontractors that compromise, damage or cause a loss of protection to Agency Information Assets. Local Government shall report in the following manner:
 - a. Report to Agency in writing within five (5) business days of the date on which Local Government becomes aware of such incident; and
 - b. Provide Agency the results of the incident assessment findings and resolution strategies. Local Government shall comply with Agency requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any. If Agency determines that Local Government's security measures or actions required under this section are inadequate to address the security requirements of Agency, Agency will notify Local Government. Agency and Local Government may meet to discuss appropriate security measures or actions. If security measures or corrective actions acceptable to Agency cannot be agreed upon, Agency may take such actions as it determines appropriate under the circumstances. Actions may include, but are not limited to restricting access to computer systems or Information Assets, or Agency amending or terminating the Agreement.
 - c. Agency may request additional information from Local Government related to security measures, and may change, suspend or terminate access to or use of an Agency computer system or Information Assets by Local Government, its officers, employees, agents or subcontractors.
 - d. Wrongful use of Agency computer systems, wrongful use or disclosure of Information Assets by Local Government, its officers, employees, agents or subcontractors may cause the immediate suspension or revocation of any access granted through this Agreement, in the sole discretion of Agency. Agency may also pursue other legal remedies provided under the law.

December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Renewal of an Intergovernmental Agreement with
the State of Oregon, Department of Consumer and Business Services,
Senior Health Insurance Benefits Assistance (SHIBA)

Purpose/Outcomes	To support the activities of the Social Services' Volunteer Connection SHIBA Program to provide information, counseling and assistance to seniors and other Medicare recipients regarding health insurance matters.
Dollar Amount and Fiscal Impact	This is a revenue agreement for \$16,000
Funding Source	Federal State Health Insurance Assistance Program (SHIP) grant provided through the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA). There is no match requirement. County General Funds are not involved.
Duration	April 1, 2016 through March 31, 2017
Previous Board Action	The previous agreement was approved by the Board of County Commissioners on April 16, 2015, agenda item 041615-A5
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503)655-8641
Contract No.	8046

BACKGROUND:

Social Services Division of the Health, Housing and Human Services Department requests the approval of a renewal Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) supporting Social Services' Volunteer Connection SHIBA Program. The SHIBA program provides information, counseling and assistance to seniors and other Medicare recipients regarding health insurance matters

The Volunteer Connection program within Social Services Division has operated the SHIBA program for several years. This program is designed to educate seniors and other Medicare recipients about their rights, resources and needs relating to Medicare and other health insurance. The program provides education through the fraud hotline, SHIBA helpline, and at public group presentations. In addition, information is made available during public outreach events, such as the Clackamas County Fair and Medicare enrollment events at locations such as low cost housing units. Information presented has included financial assistance for citizens with limited resources,

preventing Medicare fraud, identity theft, and do-not-call registration. These services are invaluable to our senior and disabled citizens.

This agreement is effective April 1, 2016 through March 31, 2017. It is retroactive due to receipt of the draft agreement from the State on August 8, 2016. It was reviewed and approved by County Counsel on October 10, 2016 contingent upon a few minor edits from the State. The final agreement with the edits incorporated was received from the State on November 29, 2016.

The agreement is for \$16,000. There is no match requirement; no County General Funds are involved.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

INTERGOVERNMENTAL AGREEMENT

Agreement No. 45G000212

This Agreement is between the State of Oregon acting by and through its Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program (“Agency”) and Clackamas County acting by and through its Health, Housing and Human Services Department, Social Services Division (“Local Government”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

This Agreement is for the local implementation and delivery of the federal State Health Insurance Assistance Program grant (CFDA 93.324). The Local Government will be part of Oregon’s effort to strengthen its capability to provide all Medicare eligible individuals information, counseling and assistance on health insurance matters. This Agreement is 100% funded with Federal funds.

The State Health Insurance Assistance Program (SHIP) grant is intended to strengthen the capability of States to provide all Medicare eligible individuals information, counseling, and assistance on health insurance matters. This federal grant from the Administration for Community Living (ACL) helps ensure that States have a network of staff and volunteers to provide accurate and objective health insurance information and assistance in making informed health coverage decisions and understanding related rights and protections. Although States have adopted a variety of methods to provide such services to individuals, Section 4360 of the Omnibus Budget Reconciliation Act of 1990 requires that each State program must encompass particular activities.

Objectives:

1. Local Government will provide local Senior Health Insurance Benefit Assistance (SHIBA) counseling services for Clackamas County.
2. Local Government will provide personalized counseling to an increasing number and diversity of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.

3. Local Government will conduct targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
4. Local Government will increase and enhance beneficiary access to a counselor work force that is trained, certified, fully equipped and proficient in providing the full range of services including enrollment assistance in appropriate benefit plans, and continued enrollment assistance in prescription drug coverage.
5. Local Government will participate in ACL education and communication activities, as required by SHIBA, to assure that SHIP counselors are equipped to respond to both Medicare program updates and a rapidly changing counseling environment and to provide ACL with information about the support and resources that SHIPs need to provide accurate and reliable counseling services.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall be effective retroactively to April 1, 2016, and terminates on March 31, 2017, unless terminated earlier in accordance with Section 16. This Agreement may be extended if the grant period is extended or for additional grant years and/or funds.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Lisa Emerson, SHIBA Program Coordinator
Department of Consumer and Business Services
Oregon Health Insurance Marketplace
350 Winter Street NE
PO Box 14480
Salem, OR 97309-0405
503-947-7087
Lisa.emerson@oregon.gov

4.2 Local Government's Authorized Representative is:

Lois Orner, Human Services Manager
Clackamas County Health, Housing and Human Services Department
Social Services Division
2051 Kaen Rd. #170
Oregon City, OR 97045
503-655-8862
lorner@co.clackamas.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

6.1 Agency agrees to pay Local Government a not to exceed amount of \$16,000.00 for performance of the work set forth in Exhibit A for the period of April 1, 2016 through March 31, 2017. Funding for future years is dependent on Agency receiving grant awards from the ACL.

6.2 Agency shall pay Local Government following Agency's acceptance, review and approval of the invoice(s) submitted. Invoice(s) shall be submitted to the Agency Authorized Representative by email.

6.3 Agency may make interim payments to the Local Government following the review and approval of invoices submitted by the Local Government.

6.4 The Local Government agrees to submit semi-annual invoices by Oct. 15 and April 15 for work completed under this Agreement not later than 30 days after expiration date of this Agreement.

6.5 All invoices shall itemize and explain all expenses for which reimbursement is claimed.

6.6 Agency certifies that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the Agency's current appropriation or limitation.

6.7 Agency must use the funds as described in the State Health Insurance Assistance Program annual grant funding opportunity announcement #HHS-2016-CMS-ACL-CIP-SA-0123 If Agency uses these funds for any purpose other than those awarded, the Agency may be required to return the funds to the United States Treasury. Therefore, Local Government shall not use any amount of funds Agency pays to Local Government under this Agreement in a manner that could trigger the Agency's obligation to return the funds.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 7.1 Local Government is a county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 7.2 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 for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency 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 Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the 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. LOCAL GOVERNMENT, BY

EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1 **"Local Government Intellectual Property"** means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
- 9.1.2 **"Third Party Intellectual Property"** means any intellectual property owned by parties other than Local Government or Agency.
- 9.1.3 **"Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 9.2 All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Local Government agree that any Work Product that is an original work of authorship created by Local Government under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third

Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 9.3** If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4** If Work Product is Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5** If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONTRIBUTION

- 10.1** 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 Section 10 with respect to the Third Party Claim.
- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of Agency on the one hand and of 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, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

- 10.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. 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.

SECTION 11: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 11.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

- 11.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1** In the event Local Government is in default under Section 11, , and such default remains uncured 15 days after written notice thereof to Local Government, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** The Agency and Local Government shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Agency and Local Government may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. In the event Agency is in default under Section 12, and such default remains uncured 15 days after written notice thereof to Agency, and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a

claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 13.2, Local Government shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

The Agency and Local Government shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Agency and Local Government may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Local Government;

16.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's

performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Local Government may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;

16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.3.4 As otherwise expressly provided in this Agreement.

16.4 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other

expenditure authority sufficient to allow Agency, 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 other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. The Agreement not to exceed amount may be increased to reflect any authorized extension period.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

The Parties agree that 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 23: 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.

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Unless exempt, Local Government shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Local Government, or to the Services or deliverables, or to any combination of the foregoing.

24.1 Audits:

- 24.1.1** Local Government shall comply and, if applicable, cause subcontractors to comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations" as implemented by 45 CFR 92.26. The Agency reserves the right to audit, at the Agency's expense, all records pertinent to this Agreement.

24.2 Federal Terms and Conditions:

This award includes the requirements of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections". See, 48 CFR 3.908 of the National Defense Authorization Act (NDAA). By reference, these requirements are a term and condition of the award.

United States v. Windsor, 133 S. Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7. All grantees are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

24.3 Miscellaneous Federal Provisions:

Local Government shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to the Agreement. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated:

- Age Discrimination Act of 1975
- Civil Rights Act of 1964 (Title VI)
- Controlled Substances; Education Amendment of 1972 (Title IX)
- Public Health Security and Bioterrorism Preparedness and Response Act, Rehabilitation Act of 1973 (Section 504)
- USA PATRIOT Act
- Americans with Disabilities Act of 1990
- Clean Air, Clean Water, EPA Regulations
- Energy Efficiency
- Truth in Lobbying
- Resource Conservation and Recovery
- Debarment and Suspension
- Pro-Children Act
- 15 CRF Part 14
- Office of Management and Budget (OMB) Circulars A-110 and A-122
- Trafficking in Persons

SECTION 25: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in

performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

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.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and

writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: ADDITIONAL REQUIREMENTS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance), and Exhibit C (Additional Requirements).

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program

_____	_____
Reviewed By: Berri Leslie	Date
Administrator, Oregon Health Insurance Marketplace	

_____	_____
Reviewed By: J.P. Jones	Date
Deputy Administrator, Division of Financial Regulation	

_____	_____
Executed by: Nancy A. Cody	Date
Designated Procurement Officer	

Clackamas County acting by and through its Health, Housing & Human Services Department, Social Services Division

_____	_____
Name, Title	Date

Approved for Legal Sufficiency in accordance with ORS 291.047

_____	_____
Name, Title	Date

N/A

EXHIBIT A

STATEMENT OF WORK

The Local Government shall:

- 1) Provide counseling and assistance to Medicare eligible individuals in need of health insurance information including:
 - a. Information that may assist individuals in obtaining benefits and filing claims under Titles XVIII and XIX of the Social Security Act.
 - b. Policy comparison information for Medicare supplemental policies (as described in section 1882(g)(1) of the Social Security Act, as amended) and information that may assist eligible individuals with filing claims under such Medicare supplemental policies.
 - c. Information regarding long-term care insurance.
 - d. Information regarding Medicaid programs, including Medicare Savings Programs.
 - e. Information regarding other types of health insurance benefits that may be provided to eligible individuals in the State.
 - f. Information regarding all Medicare health insurance coverage options.
 - g. Participate in the Health Insurance Marketplace as follows:

Where appropriate, SHIBA counselors may refer individuals to other appropriate programs and services including Healthcare.gov and Oregon Healthcare.gov, application assisters, partners, and state and federal resources.

SHIBA counselors will be trained to assist individuals who are dually eligible for Medicare and Medicaid, and be trained on changes to our state's Medicaid programs, in order to provide accurate counseling.
- 2) Conduct outreach programs to provide health insurance information, counseling and assistance to eligible individuals, including an emphasis on reaching vulnerable, isolated and non-English speaking seniors. In achieving these efforts, the Local Government shall:
 - a. Provide counseling to a greater number of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.
 - b. Create more counseling resources and locations that are locally accessible to low-income, dual eligible, and hard-to reach beneficiaries, including rural communities.
 - c. Increase targeted outreach in order to provide access to counseling to low-income, dual-eligible, and hard-to-reach populations.
 - d. Provide educational materials as necessary to assist in achieving these standards.

- 3) Develop systems of referral to appropriate Federal or State departments or agencies that provide assistance with problems related to health insurance coverage (including legal problems).
- 4) Assure full accessibility of Agency services to all categories of Medicare eligible individuals, including the aged, disabled, and end stage renal disease patients. Agency services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must also be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g. language, visual, hearing or speech impairments, physical accessibility, literacy, and location.
- 5) Establish a sufficient number of staff positions (including volunteers) necessary to provide the services of a health insurance information, counseling and assistance program.
- 6) Request, as necessary, federal Unique Identifiers for staff and volunteers through the state SHIBA office. Maintain copies of signed confidentiality agreements for individually assigned Unique IDs.
- 7) Assure that local SHIBA staff and volunteers have no conflict of interest in providing health insurance information, counseling and assistance, and agree to abide by the SHIBA Confidentiality and Conflict of Interest policy for safeguarding confidential beneficiary information.
- 8) Provide private on-site or local community counseling space in order for SHIBA volunteer counselors to be able to provide confidential, personalized counseling assistance to clients. At minimum, private space will have a phone, computer and access to a printer.
- 9) Collect and disseminate timely and accurate health insurance information to staff members (including volunteers).
- 10) Utilize state and federal training program materials as part of the training program for staff members (including volunteers). Conduct a certification review to ensure staff and volunteers are trained in accordance with their job duties. Conduct continuing education to ensure staff and volunteers are up to date in the knowledge necessary to complete their duties.
- 11) Recruit and screen the staff and volunteer workforce for the program. As such, the Local Government shall:
 - a. Provide formal training opportunities for SHIBA coordinators and volunteers utilizing state and federal training materials, at times including the preparation of copies of materials.
 - b. At minimum, annually host one, two day New Volunteer Training with the appropriate amenities, e.g. water, coffee, tea and or juice and light snack. Contact State SHIBA Program Coordinator if supplemental funding is needed to meet this requirement.
 - c. Ensure completion of the volunteer application form, federal fingerprint-based criminal background check and confidentiality/non-conflict of interest forms for all volunteers.
 - d. Ensure that all volunteers who provide one-to-one counseling and education seminars have satisfactorily completed extended training

- and volunteers of all other job descriptions have satisfactorily completed basic training.
- e. Ensure that all volunteers have satisfactorily completed their certification and notify the state SHIBA office upon the completion of all training (e.g. on-line training, 2-day New Volunteer Training and 10 hours of job-shadowed counseling sessions).
 - f. Ensure all volunteers achieve 12 recertification credits by Sept. 30 of each year.
 - g. Implement quality assurance protocols within the program.
 - h. Provide up-to-date resources, information, and training libraries (either in paper or electronic) to local volunteers.
 - i. Facilitate bi-monthly volunteer support meetings.
 - j. Create and support full local volunteer access to Internet-based information, training materials, counseling, and enrollment tools as necessary.
 - k. Train volunteers on the use of Internet-based counseling, SHIBA program tools, and Internet-based enrollment tools.
 - l. Solicit direct feedback from counselors to determine if the training and support materials they receive are helpful in counseling activities.
 - m. Ensure that any notices from state or federal resources are delivered and explained to counselors in a timely manner.
 - n. Be responsible for the actions of the volunteers
- 12) Ensure that SHIBA services are publicized to Medicare beneficiaries throughout the program area. Maintain contact with the community, including distributing literature and speaking at public gatherings to promote SHIBA.
- 13) Sponsor at least one recognition event annually for SHIBA volunteers at a minimal cost.
- 14) Increase SHIBA participation in ACL education activities. The Local Government shall:
- a. Ensure SHIBA Coordinator and Volunteers access to training materials through registration on <http://www.shiptacenter.org/>
 - b. Ensure that the SHIBA Coordinator sends local event information and outreach activities to the state SHIBA office for posting to the state SHIBA website calendar of events.
- 15) Respond to constituent requests for information or assistance in a timely fashion (the standard is within two (2) business days).
- 16) The Local Government shall make available to Agency copies of all publications, intake forms, training materials, systems, items developed and samples of any forms used by the Local Government to provide these services. The Local Government agrees to grant the Federal Government, the Administration for Community Living (ACL), royalty-free, non-exclusive and irrevocable rights to reproduce, publish or otherwise use, and authorize others to use the items.
- 17) All SHIBA materials published by the Local Government shall include the acknowledgement that "This publication has been created or produced by Local Government (official name) with financial assistance, in whole or in part, through

a grant from the Administration for Community Living, the Federal agency.” The Local Government shall use the SHIP logo and tagline on grant related publications. The Local Government shall also state that “Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the HHS and SHIBA.”

- 18) Ensure program/agency representation at SHIBA Coordinator meetings/trainings/conference calls.
- 19) The Local Government will develop performance targets (with the assistance of State SHIBA office staff) in order to strive to meet the minimum attainment threshold (MAT) for the eight (8) National SHIP Performance Measures. The performance measure period is Oct. 1 through Sept. 30 of each year. Individual Local Government and statewide performance reports will be provided by the state SHIBA staff.
- 20) The Local Government shall establish the capability to send and receive e-mail and to access and download Internet published information in the provision of SHIBA services.
- 21) State SHIBA will monitor and assess programmatic records, reports and activities under this Agreement and a work plan will be developed to determine the effectiveness and efficiency of service delivery. State SHIBA and ACL or the appropriate designee shall have ready access to all reports and records relating to this Agreement, subject to the maintenance of client confidentiality required by all governing entities.
- 22) The Local Government is required to notify the State SHIBA Program Coordinator of any changes in key personnel, contact information, or other significant administrative changes immediately upon learning of the change. This includes, but is not limited to, notification of inactive or terminated volunteers and changes to permissions for Unique IDs issued.
- 23) Enter the following into the SHIP National Performance Report (NPR), located on the web at <https://shipnpr.acl.gov/Default.aspx>, no later than the end of the month following to help the state meet ACL requirements.
 - a. Data for all Client Contacts
 - b. Data for all Public and Media Activities
- 24) Provide Resource Report data to the state SHIBA office by April 30 of each grant year for incorporation into the state’s Annual Resource Report required by ACL. A Microsoft Excel template will be provided to Local Government by the state SHIBA office prior to reporting due date.
- 25) Provide the State SHIBA Program Coordinator or Designee information regarding upcoming events on a monthly basis and no later than the 10th day of the month prior to the event.
- 26) When requested, provide information for input into the SHIP Grant Mid-term Report by September 15 of each year. A reporting form will be provided by the State SHIBA Program Coordinator. The Mid-term progress report covers the period of April 1 through August 31 of each grant year.
- 27) The Local Government will assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
- 28) All records pertaining to the SHIP grant including NPR data shall be retained as

described in 45 Code of Federal Regulation (CFR) Section 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.

29) Financial reports shall be required in accordance with State and Federal grant policies and procedures.

EXHIBIT B

INSURANCE

[No required insurance]

EXHIBIT C

ADDITIONAL REQUIREMENTS

CONFIDENTIAL INFORMATION:

Local Government shall comply with ORS 646A and require subcontractors or subgrantees to comply with the information security requirements imposed under this sections.

“Information Asset” means all confidential information in any form (e.g., written, verbal, oral or electronic) which Agency determines requires security measures, including confidential information created by Agency, gathered by Agency or stored by Agency for external parties.

All requirements imposed on Local Government under this section also apply to its officers, employees, agents and subcontractors that have access to any SHIBA Information Asset, and Local Government shall include these requirements in any subcontract that may provide such access by a subcontractor, its officers, employees or agents to any SHIBA computer system or other SHIBA Information Asset.

Local Government shall:

- 1) Cooperate with Agency in identifying Information Assets that will be utilized in the performance of Services or for the delivery of Goods and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to Agency with fourteen (14) calendar days of the date such information changes for any reason.
- 2) Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of Agency. Local Government security measures must be documented in writing and be available for review by Agency request. Agency’s review of the reasonableness of security measures, as well as Local Government’s compliance with Agency’s assigned access control or security requirements, will take into account Local Government’s physical, administrative and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of Information Assets by Local Government, it’s officers, employees, agents or subcontractors.
- 3) Prevent any unauthorized access to or disclosure of Agency’s information systems and information assets. Take necessary actions to comply with Agency’s determinations of the level of access that may be granted, as well as changes in levels of access, or suspension or termination of access as determined by Agency.
- 4) Keep any Agency assigned access control requirements such as identification of

authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by Local Government and its agents or subcontractors in accordance with security requirements or access controls assigned by Agency; and make available to Agency, upon request, all information about Local Government's use or application of Agency access-controlled computer systems or Information Assets.

- 5) Report to Agency any privacy or security incidents by Local Government, its officers, employees or subcontractors that compromise, damage or cause a loss of protection to Agency Information Assets. Local Government shall report in the following manner:
 - a. Report to Agency in writing within five (5) business days of the date on which Local Government becomes aware of such incident; and
 - b. Provide Agency the results of the incident assessment findings and resolution strategies. Local Government shall comply with Agency requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any. If Agency determines that Local Government's security measures or actions required under this section are inadequate to address the security requirements of Agency, Agency will notify Local Government. Agency and Local Government may meet to discuss appropriate security measures or actions. If security measures or corrective actions acceptable to Agency cannot be agreed upon, Agency may take such actions as it determines appropriate under the circumstances. Actions may include, but are not limited to restricting access to computer systems or Information Assets, or Agency amending or terminating the Agreement.
 - c. Agency may request additional information from Local Government related to security measures, and may change, suspend or terminate access to or use of an Agency computer system or Information Assets by Local Government, its officers, employees, agents or subcontractors.
 - d. Wrongful use of Agency computer systems, wrongful use or disclosure of Information Assets by Local Government, its officers, employees, agents or subcontractors may cause the immediate suspension or revocation of any access granted through this Agreement, in the sole discretion of Agency. Agency may also pursue other legal remedies provided under the law.

December 15, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with Health Shares of Oregon
for Chronic Disease Directors Diabetes Prevention Program.

Purpose/Outcomes	Coordinated Care Organizations (CCOs) will contract with selected certified providers of the National Diabetes Prevention Program (NDPP) or YMCA Diabetes Prevention Program (YDPP) to develop a payment model and engage health care providers within their system to assess for pre-diabetes and identify patients appropriate for DPP.
Dollar Amount and Fiscal Impact	The total amount of the agreement is \$90,000. No County General funds are involved.
Funding Source	National Association of Chronic Disease Directors' (NACDD)
Duration	Effective September 1, 2016 and terminates June 30, 2017.
Previous Board Action	No previous Board actions have been taken on this agreement.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Dawn Emerick 503-742-8479
Contract No.	7950

BACKGROUND:

Clackamas County Public Health Division (CCPHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Sub-Recipient Agreement with Health Shares of Oregon for Chronic Disease Directors Diabetes Prevention Program.

Sustainable Relationships for Community Health (SRCH) and National Association of Chronic Disease Directors' (NACDD) Diabetes Prevention Program (DPP) is engaging Coordinated Care Organizations (CCOs) to contract with selected certified providers of the National Diabetes Prevention Program (NDPP) or YMCA Diabetes Prevention Program (YDPP) to develop a payment model and engage health care providers within their system to assess for pre-diabetes and identify patients appropriate for DPP.

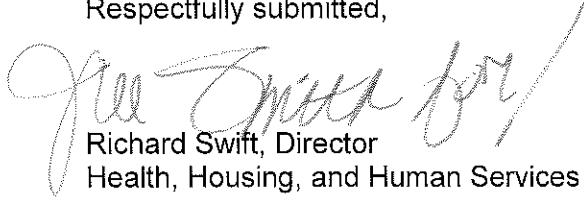
The total amount of this agreement is \$90,000. No County General funds are involved. The agreement is effective September 1, 2016 and terminate on June 30, 2016the agreement. This contract has been reviewed by County Counsel on November 30, 2016.

The agreement is retro-active due to language negotiations with Sub-Recipient to ensure grant compliance regulations were met.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Richard Swift".

Richard Swift, Director
Health, Housing, and Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-026**

Program Name: *SRCH – 2016 – National Assoc. of Chronic Disease Directors Diabetes Prevention Program*
 Department Program/Project Number: *08383-40154*

This Agreement is between Clackamas County, Oregon, acting by and through its
 Department of Health Housing and Human Services, Public Health Division (COUNTY) and Health Share of Oregon
 (SUBRECIPIENT) an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: <i>Sherry Olson (Whitehead)</i>	Program Manager: <i>Julie Aalbers</i>
Clackamas County – Public Health Division 2051 Kaen Road Oregon City, OR 97045 Phone (503) 742-5342 swhitehead@co.clackamas.or.us	Clackamas County – Public Health Division 2051 Kaen Rd. Oregon City, OR 97045 Phone (503) 655-8405 Julieaal@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: <i>Larry Soderberg</i>	Program Representative: <i>Michael Anderson-Nathe</i>
Health Share of Oregon 2121 SW Broadway #200 Portland, OR 97201 503-416-4979 larry@healthshareoregon.org	Health Share of Oregon 2121 SW Broadway #200 Portland, OR 97201 (503) 416-4980 michael@healthshareoregon.org
DUNS: 032936281	

RECITALS

1. Health Share of Oregon (SUBRECIPIENT), is a 501(c)(3) nonprofit Coordinated Care Organization that provides integrated patient-centered care to approximately 230,000 Oregonians covered by OHP/Medicaid. The SUBRECIPIENT program will manage existing health concerns and accountable for health outcomes of the population they serve.
2. Program description: Sustainable Relationships for Community Health (SRCH) and National Association of Chronic Disease Directors' (NACDD) Diabetes Prevention Program (DPP) is engaging Coordinated Care Organizations (CCOs) to assist the SRCH consortium in building a closed loop referral system from the health care provider to the community based program, to contract with and develop a payment model with selected providers of the National Diabetes Prevention Program (NDPP) or YMCA Diabetes Prevention Program (YDPP) and engage health care providers within their system to assess for pre-diabetes and identify patients appropriate for DPP.
3. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of **September 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the 2015 – 2017 State of Oregon Intergovernmental Agreement by and through the Oregon Health Authority for the Financing of Public Health Services (Agreement No. 148002) and the U.S. Department of Health and Human Services, that is the source of the grant funding, in addition to compliance with requirement of Title 45 of the Code of Federal Regulations, Part 74. A copy of the applicable sections of the grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the 2015 – 2017 Intergovernmental Agreement, Sustainable Relationships for Community Health, issued to the COUNTY by the U.S. Department of Health and Human Services. **CFDA NO. 93.484.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$90,000.00**. 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.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement. In the event that Federal Funds are not received, the County will reimburse SUBRECIPIENT with County Funds until an Amendment to reduce the award is issued or the Agreement is terminated.
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 Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **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 SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT chooses to forego indirect cost recovery.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- k) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (quarterly, and final) during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a quarterly basis.

- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F & G), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions and to perform checks for inclusion on the debarment list for all covered transactions made under this agreement as outlined in 2 CFR 180.220. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c)(3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have

access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- s) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for State of Oregon Grant Intergovernmental Agreement #148002, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.

- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution and for the purposes of the program should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY unless such disclosures are made pursuant to federal law, including the Health Insurance Portability and Accountability Act (HIPAA). SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

11. Procurement Waiver

The Oregon Health Authority has issued a waiver, in writing, for the exemption of SUBRECIPIENT from procurement requirements related to the selection and contracting of service providers under this Agreement. SUBRECIPIENT will contract for program services under this Agreement by leveraging existing relationships with geographically and culturally appropriate providers for their customer population.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its 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 SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate

for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
- 3) **Errors and Omissions.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Errors and Omissions Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Additional Insured Provisions.** All required insurance, other than Errors and Omissions, 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.
- 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
- 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 9) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

Health Share of Oregon
Subrecipient Grant Agreement #17-026 – Contract # 7950
Page 9 of 18

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference are incorporated herein.


- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Quarterly & Final Performance Reports
- Exhibit F: Final Financial Report
- Exhibit G: Residual Supplies Inventory

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

HEALTH SHARE OF OREGON

By: 
Janet Meyer, Chief Executive Officer
12/05/16
Date

2121 SW Broadway, #200
Street Address
Portland, Oregon 97201
City/State/Zip
(503) 416-4966/
Phone Number /Fax

CLACKAMAS COUNTY

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

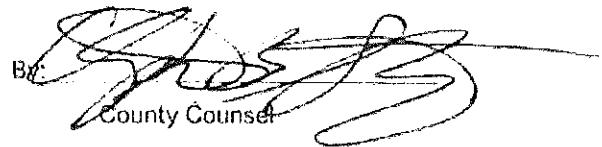
Signing on Behalf of the Board:

Richard Swift, Director
Department of Health, Housing, & Human Services
Date

Recording Secretary

Date

Approved to Form

By: 
County Counsel

30 Nov 2016
Date

**EXHIBIT A
STATEMENT OF PROGRAM OBJECTIVES**

PROGRAM NAME: SRCH – 2016 – National Assoc. of Chronic Disease Directors Diabetes Prevention Program	AGREEMENT # 17-026
SUB-RECIPIENT: Health Share of Oregon	

PURPOSE:

SUBRECIPIENT will assist the Sustainable Relationships for Community Health (SRCH) consortium in building a closed loop referral system from the health care provider to the community based program and to contract with selected providers of the NATIONAL DIABETES PREVENTION PROGRAM (NDPP) or YMCA Diabetes Prevention Program (YDPP) as well as engaging health care providers in their system to assess for pre-diabetes and identify patients appropriate for Diabetes Prevention Program (DPP).

SCOPE OF PROGRAM:

- A. SUBRECIPIENT agrees to accomplish the following work under this contract:
1. Offer expertise in development of closed loop referral system from health care providers within Health Share of Oregon health system to the community based program, Diabetes Prevention Program (NDPP or YDPP).
 2. Assist SRCH consortium in identifying current providers of NDPP or YDPP and with building capacity
 3. Assist in engaging providers in Health Share of Oregon health system to assess for pre-diabetes and identify patients appropriate for DPP and document in Electronic Health Record (HER).
 4. Develop cost model for DPP program for program recruitment, participation and retention.
 5. Assist SRCH consortium in reimbursement system for DPP providers and case management.
 6. Implementation of Coordinated Care Organization (CCO) portion of NACDD work plan.
 7. Attend and participate in SRCH Institutes, technical assistance calls and consortium meetings.
 8. Assist SRCH consortium in aggregated data extractions regarding Health Share of Oregon health members as mutually agreed.
 9. Participate in Oregon Health Authority (OHA) led SRCH evaluation team.
- B. Clackamas County Public Health will
1. Manage SRCH project.
 2. Participate in SRCH Institutes and consortium meetings.
 3. Act as liaison to other consortium members.
 4. Communicate to CCO relevant information regarding system change and project outcomes.
 5. Explore and establish case management for diabetes prevention program if needed.
 6. Assist in piloting and monitoring referral process.
 7. Work with SRCH consortium to build capacity of community-based programming.

**EXHIBIT B
 SUBRECIPIENT PROGRAM BUDGET**

**PROGRAM: SRCH – 2016 – National Assoc. of Chronic Disease Directors Diabetes
 Prevention Program**

Budget Items by Class Categories	Federal Grant Dollars
a. Personnel	\$0
b. Fringe Benefits	\$0
c. Travel	\$0
d. Equipment	\$0
e. Supplies	\$0
f. Contractual	\$85,000
<i>Subcontracts with social service providers for the delivery of DPP to target population. Estimated at \$17,000 X 5 agencies</i>	
g. Construction	\$0
h. Other	
<i>Cost of printing provider education/outreach materials & member-focused DPP materials</i>	\$3,500
<i>Costs of provider outreach sessions (food & supplies)</i>	\$1,500
i. Total Direct Charges (sum of a-h)	\$90,000
j. Indirect Charges	\$0
k. Totals (i + j)	\$90,000
l. Program Income	

EXHIBIT C
CONGRESSIONAL LOBBYING CERTIFICATE

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Health Share of Oregon *National Assoc. of Chronic Disease Directors Diabetes Prevention Program-
Project 40154*

Organization Name	Award Number or Program Name
<i>Janet L. Meyer</i>	<i>CEO</i>
Name and Title of Authorized Representative	
<i>[Signature]</i>	<i>12/05/16</i>
Signature	Date

EXHIBIT D
REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST

PROGRAM NAME: SRCH – 2016 – National Assoc. of Chronic Disease Directors Diabetes Prevention Program	AGREEMENT #17-026
SUB-RECIPIENT: Health Share of Oregon	

COMPENSATION AND RECORDS

- A. COUNTY shall reimburse SUBRECIPIENT for satisfactorily completing activities and meeting performance goals described in EXHIBIT A, above.
- B. The total reimbursement to SUBRECIPIENT shall not exceed **\$90,000.00**.
- C. COUNTY agrees to pay SUBRECIPIENT true and verifiable expenses on a quarterly basis after payment is received from the State of Oregon.
- D. Method of Payment: To receive reimbursement, SUBRECIPIENT shall submit Request for Reimbursement Form (Exhibit D.1) on a quarterly basis as follows:

SUBRECIPIENT shall submit Request for Reimbursement Form (Exhibit D.1) quarterly for true and verifiable expenses under this Agreement. Requests shall be submitted to Clackamas County Public Health, Attn: Sherry Olson (Whitehead) 2051 Kaen Road, Suite 367, Oregon City, Oregon 97045, or electronically to: swhitehead@co.clackamas.or.us. When submitting electronically, designate SUBRECIPIENT name and award (**#17-026**) in the subject of the e-mail. Requests for Reimbursement shall be submitted 30 days following quarter end, except for the final request, which shall be submitted 15 days after the end of the term of this Agreement. A fully-completed Final Financial Report (Exhibit F) & Residual Supplies Inventory (Exhibit G) must accompany the final Request for Reimbursement for payment to be issued.

Within thirty (30) days after receipt of the bill, provided that the Program Supervisor has received all required programmatic reporting and approved all expenses listed on the invoice, COUNTY shall pay the amount requested to SUBRECIPIENT.

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

Exhibit D.1 REQUEST FOR REIMBURSEMENT

Note: This form derives from the approved budget in your grant Agreement.
 All expenditures must have adequate supporting documentation.

Subrecipient	Health Share of Oregon	Grant Number:	17-026
Address:	2121 SW Broadway #200	Report Period:	
	Portland, OR 97201	Contract #:	7950
Contact Person:	Larry Soderberg	Federal Award #:	
Phone Number:	503-416-4979	CFDA(s):	93.484
E-mail:	larry@healthshareoregon.org		

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
Contracts with DPP Providers	\$ 85,000	\$ -	\$ -	\$ -
Other		\$ -	\$ -	\$ -
<i>Printing</i>	\$ 3,500	\$ -	\$ -	\$ -
<i>Supplies & Food</i>	\$ 1,500	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Grant Funds Requested	\$ 90,000	\$ -	\$ -	\$ -

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: _____
Authorized Signer: _____
Signer: _____
Date: _____

Department Review

Program Manager

Name:

Department:

Signature: _____

Date: _____

EXHIBIT E QUARTERLY AND FINAL PERFORMANCE REPORT

Performance Reporting Schedule

SUBRECIPIENT must submit a **Quarterly** Performance Report, to Clackamas County, no later than the 30th day of the following month.

SUBRECIPIENT must submit a **Final** Performance Report no later than July 15, 2017 along with the final request for payment.

Performance Reporting Content and Format

The reports may be provided electronically. Reports must be submitted on company letterhead and contain a summary discussion on each of the following performance measures:

- (a) Names of Diabetes Prevention Program (DPP) Providers with contracts in place
- (b) Report on provider engagement activities
- (c) Number of members referred to DPP
- (d) Number of members who have enrolled in DPP by provider
- (e) Number of members who have reached core completion of 9 out of 16 sessions
- (f) Copy of reporting on deliverables to Oregon Health Authority (OHA) and National Association of Chronic Disease Directors (NACDD) as required in the NACDD work plan.

Reporting Adverse Conditions or Material Impairments to Award Performance

In addition to the Quarterly and Final Performance Reports, SUBRECIPIENT must notify Clackamas County Program Manager of developments that have a significant impact on grant-supported activities. SUBRECIPIENT must inform Clackamas County Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability of SUBRECIPIENT to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**EXHIBIT F
 FINAL FINANCIAL REPORT**

Program Name: SRCH – 2016 – National Assoc. of Chronic Disease Directors Diabetes Prevention Program	Agreement #: 17-026
Federal Award #:	Date of Submission: XX/XX/XX
Subrecipient: Health Share of Oregon	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	\$90,000
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

**EXHIBIT G
RESIDUAL SUPPLIES INVENTORY**

<i>Program Name: SRCH – 2016 – National Assoc. of Chronic Disease Directors Diabetes Prevention Program</i>	<i>Agreement #: 17-026</i>
<i>Federal Award:</i>	<i>Date of Submission: XX/XX/XX</i>
<i>Subrecipient: Health Share of Oregon</i>	
<i>Is this program continuing beyond the expiration of this agreement?: Y/N</i>	
<i>If yes, does the subrecipient request to continue to use all or part of the supplies? Y/N (if yes, identify all such supplies below by marking it with a highlighter)</i>	
<i>OR</i>	
<i>Does the subrecipient request the use of the supplies on other federally supported activities? Y/N</i>	
<i>If subrecipient does not request continued use of items of equipment, the federal agency will issue disposition instructions. Other agency-specific requirements may apply.</i>	

Residual Supplies Inventory

Items of Supplies with an Aggregate, Current Fair Market Value of
\$5,000 or more and purchased with Federal Grant Funds

Attach more sheets if necessary

Items Description	Location	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

Subgrantee's Certifying Official (printed): _____

Subgrantee's Certifying Official (signature): _____

Subgrantee's Certifying Official's title: _____

Subgrantee's Certifying Official's telephone: _____



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

An Intergovernmental Agreement between the
State of Oregon Department of Transportation and Clackamas County
for Sno-Park Parking Permit Enforcement

Purpose/Outcome	This Intergovernmental Agreement covers parking permit enforcement under ORS 811.590 at designated Sno-Parks from the execution of this Agreement through August 31, 2019, to address unlawful parking in the winter recreation parking areas identified in Exhibit A.
Dollar Amount and Fiscal Impact	The amount not to exceed \$6,750 per season (not to exceed a maximum amount of \$92 per hour, for approximately 73 hours) for services provided under this Agreement, as described herein.
Funding Source	The State of Oregon-Department of Transportation is the source of funds for this agreement.
Safety Impact	County assigned officers will enforce the provisions of ORS 811.590 in the Sno-Parks listed in Exhibit A (attached) during high use periods of the winter season.
Duration	From agreement execution through August 31, 2019, unless terminated or extended under the terms of this Agreement. Applicable services in each year shall begin no earlier than November 1 and conclude on April 30 or the close of the respective winter recreation areas due to snow conditions, whichever is first.
Previous Board Action/Review	None
Contact Person	Matt Ellington, Undersheriff, 503-785-5003
Contract No.	None

BACKGROUND:

This Intergovernmental Agreement between the State of Oregon, Department of Transportation and Clackamas County, allows for the County to provide patrol enforcement under the provisions of ORS811.590, regarding "unlawful parking in winter recreation parking areas," as designated by the Oregon Transportation Commission, known as "Sno-Parks." Services shall begin with the opening of the winter recreation areas (no earlier than November 1) and conclude on April 30 or the closing of the winter recreation areas, whichever is first. This agreement terminates on August 31, 2019.

RECOMMENDATION:

Staff recommends the Board approve and sign this agreement for Sno-Park patrol services.

Respectfully submitted,

Craig Roberts, Sheriff

"Working Together to Make a Difference"

**INTERGOVERNMENTAL AGREEMENT
Sno-Park Parking Permit Enforcement**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the Clackamas County, acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 810.170(3) State may enter into agreements with county law enforcement agencies for enforcement of the parking permit requirement in designated winter recreation parking locations (Sno-Parks).
2. By the authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform.

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

TERMS OF AGREEMENT

1. Under such authority, State wishes to retain the services of County to provide enforcement of the provisions of ORS 811.590, "unlawful parking in winter recreation parking area", in the parking areas designated by the Oregon Transportation Commission as Sno-Parks ("Services"). Said parking areas are listed on Exhibit A attached hereto and by this reference made a part hereof. Services provided under this Agreement are those in addition to regular County patrols.
2. Payment for said services shall not exceed a maximum amount of \$92.00 per hour patrolled with a maximum not to exceed \$6,750.00 per winter season in state funds. Said maximum amount shall include reimbursement for all expenses.
3. The Services shall begin with the opening of the winter recreation areas due to snow conditions but not earlier than November 1. Services shall conclude on April 30 or the closing of the winter recreation areas due to snow conditions whichever is first.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on August 31, 2019, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

Sno-Park Parking Permit Enforcement
Clackamas County/ODOT

COUNTY OBLIGATIONS

1. County shall provide approximately 73 hours enforcing the provisions of ORS 811.590 in the Sno-Parks listed in Exhibit "A" during the winter season. Efforts will be focused on high use periods such as weekends, state holidays, and other heavy use periods from mid-day to early evening. The patrols hour include travel time from the nearest duty station to the Sno-Parks. Patrols may be determined by County to provide cost effective and efficient enforcement, within the terms of the Agreement. Such patrols should be varied to encourage as much compliance with ORS 811.590 as possible.
2. Services may be performed utilizing individual or two person teams of cadets, reserve, retired, or active duty officers as may be determined appropriate by County to be the most cost effective based on the size and number of Sno-Parks in the areas patrolled.
3. County shall administer standards in performance, supervise and direct its personnel and shall provide all necessary labor, vehicles, supervision, equipment, communication facilities, and supplies necessary to carry out the provisions of this Agreement.
4. County shall keep accurate cost accounting records. County shall submit invoices for periods of not less than one-month duration directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project and include the dates and total hours per day patrolled, the Sno-Park name(s), and the number of vehicles checked and number of Sno-Park parking permit citations issued per Sno-Park. The final invoice for each winter season shall be presented no later than June 1st of each year. Failure to present invoices in proper form by June 1 shall constitute a waiver on the part of the County to present such claims thereafter and to receive payment therefore.
5. County shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
6. County shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, County expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Sno-Park Parking Permit Enforcement
Clackamas County/ODOT

7. County shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
8. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. County shall ensure that each of its contractors complies with these requirements.
9. County 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, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
10. Any such indemnification shall also provide that neither County's contractor and subcontractor nor any attorney engaged by County's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that County's contractor is prohibited from defending the State of Oregon, or that County'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 County's contractor if the State of Oregon elects to assume its own defense.
11. County acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of County which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request.

Sno-Park Parking Permit Enforcement
Clackamas County/ODOT

12. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.
13. County's Project Manager for this Project is the Captain James Rhodes, Patrol Division Commander, 2223 Kaen Road, Oregon City OR 97045; 503-785-5002; email: jimrho@co.clackamas.or.us. County shall notify State in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay County within forty-five (45) days of receipt by State of the Project invoice up to \$92.00 per hour patrolled up to a maximum amount of \$6,750.00 per winter season. Said maximum amount shall include reimbursement for all expenses.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Project is the Sno-Park Program Administrator at 455 Airport Road, Bldg. K, Salem OR 97301; 503-986-3006. State shall notify County in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by State, under any of the following conditions:
 - a. If County fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If County fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

Sno-Park Parking Permit Enforcement
Clackamas County/ODOT

- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or County with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with County (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which County is jointly liable with State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent

Sno-Park Parking Permit Enforcement
Clackamas County/ODOT

It would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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.

The Director of the Oregon Department of Transportation approved Delegation Order DIR 03 in which authority was granted to the Highway Division Administrator to approve agreements with local governments. Said authority, up to \$500,000 has been further delegated to the Maintenance and Operations Engineer pursuant to Delegation Order HWY 01, Item B9.

CLACKAMAS COUNTY, by and through
its elected officials

By _____

Title _____

Date _____

Federal Tax ID _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Maintenance and Operations Engineer

Date _____

INTERGOVERNMENTAL AGREEMENT

Sno-Park Parking Permit Enforcement

Clackamas County

EXHIBIT A

Inventory No.	Sno-Park Name	Highway	Mile Post	Size (Acres)	Vehicle Capacity	Forest	Elevation
173-1	Timberline Lodge	OR 173, Timberline	0.00 L	5.88	850	Mt. Hood	5100
26-1	Glacier View	US 26, Mt. Hood	52.20 L	0.50	40	Mt. Hood	3600
26-2	Ski Bowl West	US 26, Mt. Hood	52.50 R	3.00	370	Mt. Hood	3920
26-3	Ski Bowl East (Multorpor)	US 26, Mt. Hood	53.50 R	2.00	200	Mt. Hood	3400
26-4	Summit	US 26, Mt. Hood	54.15 L	1.30	130	Mt. Hood	4000
26-5	Government Camp Maint. Station	US 26, Mt. Hood	54.18 R	0.50	80	Mt. Hood	4000
26-6	Snow Bunny Lodge (N)	US 26, Mt. Hood	56.76 L	0.75	75	Mt. Hood	4000
26-18	Gov Camp Loop Road/Side Streets*	US 26, Mt. Hood	52.85	6.25	972	Mt. Hood	4000
26-19	Trillium Lake (Snow Bunny S)	US 26, Mt. Hood	55.74 R	0.75	75	Mt. Hood	4000
53-1	Frog Lake	US 26, Warm Springs	61.98 L	2.50	50	Mt. Hood	3900

* Includes County Roads known as Blossom Drive and Meldrum, Olive, and Yule Streets from Government Camp Business Loop Road to approximately the northerly line of Lige Lane.

Note: Oregon has reciprocal agreements to honor Sno-Park permits with the States of California and Idaho.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

15 December 2016

Board of County Commissioners
 Clackamas County

Members of the Board:

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffery D. Munns
 Assistants

Approval of a Conveyance of Former City of Damascus Parkland to NCPRD

Purpose/Outcomes	Conveyance of Real Property
Dollar Amount and Fiscal Impact	For no value. NCPRD to assume obligations with respect to the property under Metro Agreement
Funding Source	N/A
Duration	Permanent
Previous Board Action	Discussed in Policy Session as part of Damascus disincorporation impacts.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Build public trust through good government – maintaining and providing park services and not letting former municipal assets go to waste. 2. Honor, utilize, promote and invest in natural resources – supporting and providing natural resource access and utilization.
Contact Person	Chris Storey, Assistant County Counsel
Contract No.	N/A

BACKGROUND:

When the City of Damascus disincorporated, it was obligated by statute to convey to Clackamas County all city-owned real property. The city conveyed several parcels to the County by deed during its transition period. However, due to city oversight a parcel of parkland, commonly referred to as the Vogel parcel, was not conveyed by deed prior to the city officially dissolving.

County Counsel staff has discussed the issue with recording and title companies to find an appropriate resolution to this apparent break in title. After due deliberation, staff believes the best path is to acknowledge the break in a subsequent deed.

The Vogel property was acquired by the City of Damascus through the support and use of Metro greenspace bond dollars. There are certain restrictions on use and management that go with the use of the Metro greenspace dollars. Metro has requested that either the County enter into an agreement with it to reflect that obligation, or convey the property to an entity that already has a greenspace agreement with Metro.

North Clackamas Parks and Recreation District (“NCPRD”) has a current agreement with Metro regarding the use of greenspace dollars. NCPRD’s boundaries are only a short distance from the Vogel property, and anticipates that growth will expand the district to cover that area and beyond within a short time horizon. Therefore staff believes that the best course of resolution for the Vogel property is for the County, as successor in interest from the City of Damascus, to convey the parcel to NCPRD for park uses consistent with their existing Metro obligations. Metro is supportive of this plan and is willing to adopt a short amendment to the existing NCPRD-Metro agreement to reflect the addition of this property as an authorized use of bond proceeds.

RECOMMENDATION:

Staff recommends that the BCC, as the governing body of Clackamas County, convey the Vogel Property to NCPRD pursuant to the attached Bargain and Sale deed.

Respectfully submitted,

Chris Storey
Assistant County Counsel

Attachment – Bargain and Sale Deed

AFTER RECORDING RETURN TO:
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

UNTIL A CHANGE IS REQUESTED
SEND TAX STATEMENTS TO:
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

BARGAIN AND SALE DEED

Clackamas County, an Oregon political subdivision, as successor in interest to the City of Damascus, formerly an Oregon municipal corporation (“Grantor”) conveys to North Clackamas Parks and Recreation District, a county service district organized under ORS 451 (“Grantee”), the following described real property:

See Exhibit A attached hereto and incorporated herein by this reference.

The true consideration for this conveyance is \$-0-; however, the actual consideration consists of other property or value given and received, which is the whole thereof.

The citizens of the City of Damascus (the “City”) voted to disincorporate on May 17, 2016. The disincorporation became effective on July 18, 2016. ORS 221.650 required the City to convey its real property rights to Clackamas County within 30 days of the election authorizing the disincorporation. The City failed to do so. ORS 221.650 provides that at the end of 60 days from the date of the election authorizing the disincorporation, the City shall cease to exist in its corporate capacity and all its property rights and interests shall vest in Clackamas County. Therefore Clackamas County is the due and proper holder of rights regarding this real property and may convey to Grantee the same.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR

COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

GRANTOR:

CLACKAMAS COUNTY

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on December ____, 2016, by _____
_____ as _____ of Clackamas County.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

The foregoing conveyance is hereby **ACCEPTED:**

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on December ____, 2016, by
_____ as _____ of the North Clackamas Parks
and Recreation District.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A

The South 261.45 feet of the West 500 feet of that part of the Northwest one-half of the Northeast one-quarter of Section 5, Township 2 South, Range 3 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, lying West of Foster Road, Market Road No. 18, more particularly described as follows:

Beginning at the Northwest corner of Section 5, Township 2 South, Range 3 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon; thence South along the West line of Section 5, 1295.83 feet to the center line of Vogel Road, the true place of beginning; thence South $88^{\circ} 37' 10''$ East along said center line 500 feet; thence North parallel to the West line of said Section 5, 261.45 feet; thence North $88^{\circ} 37' 10''$ West parallel to the center line of Vogel Road, 500 feet to the West line of Section 5; thence South along Section line 261.45 feet to the true point of beginning except that part lying within the boundaries of public roads.

ALSO part of the Northwest one-quarter of the Northwest one-quarter of Section 5, Township 2 South, Range 3 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, lying West of the Westerly boundary of Clackamas County Public Market Road No. 18, more particularly described as follows:

Beginning at the Northwest corner of Section 5, Township 2 South, Range 3 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon; thence South $89^{\circ} 29' 10''$ East, 297.20 feet more or less to the Westerly boundary of Market Road No. 18; thence following the Westerly boundary of said road South $7^{\circ} 02' 50''$ West, 90.41 feet; thence 427.18 feet along the arc of 984.93 feet radius curve to the left; thence South $17^{\circ} 48' 10''$ East, 291.70 feet; thence 318.85 feet along the arc of a 507.46 feet radius curve to the left; thence South $53^{\circ} 48' 10''$ East, 91.70 feet; thence 312.57 feet along the arc of a 746.20 feet radius curve to the left; thence South $77^{\circ} 48' 10''$ East, 74.60 feet; thence 210.25 feet along the arc of a 447.46 feet radius curve to the right; thence North $88^{\circ} 32' 10''$ West along a line parallel to the South line of the North one-half of the Northwest one-quarter of Section 5, 715.81 feet to a point; thence North along a line parallel to the West line of Section 5, 241.45 feet to a point; thence North $88^{\circ} 32' 10''$ West, 500 feet to the West line of Section 5; thence North along the West line of Section 5, 1063.62 feet to the Northwest corner of Section 5, to the point of beginning.



Dave Cummings
Chief Information Officer

Technology Services

December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of ORMAP Intergovernmental Agreement Contract # 3574-16
with the Oregon Department of Revenue for
Digital GIS Tax Lot Conversion

Purpose/Outcomes	This IGA will provide funding to continue the conversion of paper survey documents and Assessment maps to a digital GIS database as required under ORS 306.135.
Dollar Amount and Fiscal Impact	This semi-annual IGA Contract is \$42,000 for this funding period. Amount varies with each ORMAP grant request due to funding availability. The County matches \$35,000 annually, typically 35% of the amount the State provides.
Funding Source	State of Oregon, Department of Revenue
Duration	Terminates December 31, 2017
Previous Board Action/Review	The County has participated in this program since 1999 with the BCC approval of IGA Contracts with the Dept. of Revenue twice a year in varying amounts.
Strategic Plan Alignment	1. Creation of a publicly available internet based data and document portal including all legally available data 2. Building public trust through good government
Contact Person	Eric Bohard, Tech. Services Mgr. – Technology Services 503-723-4814

BACKGROUND:

This program, legislated in 1999 as ORS 306.135, provides for the funding from the State Department of Revenue for GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon State Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our Fall 2016 award of our grant request for continuing work on the capture of tax lot lines and annotation from survey documents and converting that information to a digital GIS database as spelled out by Oregon Department of Revenue standards.

The product created by funds from this IGA contract benefits the County, the State, and most importantly, the public. Having an accurate ownership GIS layer allows uses of the data to make more informed decisions and provides a more accurate base map for other GIS map data.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the County's Surveyor. County Counsel has reviewed these on-going ORMAP contracts and has approved as to form.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves Intergovernmental Agreement Contract # 3574-16 with the State of Oregon Department of Revenue for the continued conversion of paper survey documents and Assessment maps to a digital GIS database.

Respectfully submitted,



David Cummings
Chief Information Officer

**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT**

CONTRACT #3574-16

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Clackamas County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. **EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION**

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.

- B. Award. The Department shall provide funds in the amount of **\$42,000.00** (the "Award") to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.

- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **December 31, 2017** ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before **January 31, 2018**.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse the Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.
- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. Assignment: If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.
- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.
- Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions

of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))

- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
 2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.

C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:

1. The design and implementation of the Total Project is not pursued with due diligence; or
2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or
3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
5. The County violates any other provision of this Agreement.

D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.

- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, 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 Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.
- E. Severability. The Department and the County agree that 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 provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of

the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS

AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its
Department of Revenue
Authorized Agency Signature

By: _____
Toni Payseno, Contracts & Procurement Manager

COUNTY:

Clackamas County

By: _____

Title: _____

Date: _____

Telephone: _____

Fax No: _____

EXHIBIT A

AWARD LETTER
COUNTY GRANT PROPOSAL



Oregon

Kate Brown, Governor

Department of Revenue
Property Tax Division
955 Center St NE
PO Box 14380
Salem, OR 97309-5075
www.oregon.gov/dor

November 30, 2016

Eric Bohard, Technical Services Division Manager
Clackamas County Technical Services
121 Library Court
Oregon City, OR 97045

Dear Mr. Bohard

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from January 1, 2017 through December 31, 2017.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	1500 Taxlots	\$ 42,000.00
2		
Total		\$ 42,000.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Bram N. Ekstrand
Property Tax Assistance and Oversight Section Manager
Oregon Department of Revenue

cc: County Assessor
DOR Finance Department
File

ORMAP Grant Application

Section I. County and Grant Information			
A. County: Clackamas		B. Funding Cycle: Fall 2016	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$42,000	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
This project is a continuation of Clackamas County's ORMAP tax lot re-mapping project. The funds requested for this period will be used to digitally capture, rectify, annotate, and prepare tax lots for map production using COGO techniques. With full funding, 1,500 rural and urban tax lots will be completed to ORMAP standards for this project period.			
Scope and Deliverables			
<i>Check</i>	<i>Deliverables</i>	<i>Brief description of the deliverables</i>	
X <input checked="" type="checkbox"/>	Tax Lot Conversion	Conversion of paper plats and surveys using COGO or digitizing techniques for rural tax lots to a GIS layer.	
<input type="checkbox"/>	Tax Map Conversion		
<input type="checkbox"/>	Control Points		
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
December 31, 2017			
C. Total Costs of Project (add lines as necessary)			
<i>Deliverable</i>	<i>Number of Items</i>	<i>Cost per Item</i>	<i>Total Cost</i>
Tax Lot Conversion (COGO/ Annotate)	1500	\$28	\$42,000
County contribution (Detailed below)			\$45,000
Total for project			\$87,000
D. Partnerships and Contributions (add lines as necessary)			
<i>Partner</i>	<i>Contribution</i>		
Clackamas County Surveyor	\$5,000 – Control points		
Clackamas County Assessor's Office	\$15,000 - New plat maintenance, plat and deed research, quality control, cartographic QC.		
Clackamas County GIS	\$25,000 –QC/ prep for map production/rectify to control/project management/problem tax lot conversion		
A. Assessor's Signature & Date:	See File Copy		
F. Fiscal Coordinator – Name & Contact Number:	Eric Bohard 503-723-4814		
G. Project Coordinator – Name & Title:	Eric Bohard, Technical Services Division Manager		

E-mail address:	ericboh@clackamas.us
Phone Number:	503-723-4814
Mailing Address:	Clackamas County Technical Services 121 Library Court Oregon City, OR 97045

Section III. Detail Project Information – Answer all questions

A. Overview

1. Describe what the project is trying to accomplish.

Clackamas County is continuing to undergo a tax lot enhancement project to increase the relative precision of our current tax lot GIS data layer. Though Clackamas County has a complete digital GIS tax lot layer, some of the previous GIS mapping efforts are simply cartoon representations of ownership tax lots and have a wide level of accuracy confidence. Hence, the focus of this project is to complete re-mapping tax lots in the County to meet the accuracy levels described in ORMAP technical specifications.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

The project will cover newly created urban and existing rural and resource tax lots in selected parts of the County where acceptable survey ground control exists. As new subdivisions are recorded within timeframe of this project, typically in the urban growth boundary (i.e. urban level tax lots), those tax lots are added to the GIS database.

3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)

Prior to the fall 2006 ORMAP contract, all efforts were to re-map urban tax lots. Since then, beginning with the spring 2007 contract, the efforts have shifted to rural tax lots. As new urban tax lots are surveyed, they are immediately brought into the digital GIS database to ORMAP standards though our normal tax lot maintenance process. A breakdown of our status of the funded projects is as follows:

Urban/UGB Tax Lots: (\$270,500 approved funding - previous contracts since the inception of ORMAP not including the contracts below)

Total Urban Tax Lots:	111,563
Tax Lots Completed (COGO, rectified, and annotated)	111,563 (100%)

Rural Tax Lots: (\$426,215 approved funding, contracts 1801, 1849, 1922, 2295, 2351, 2421, 2467, 2507, 2876, 2966, 2995, 3036, 3064, 3107, 3150, 3374, 3436-15, 3536-16)

Total Rural Tax Lots:	45,719
Tax Lots Completed:	35,727 (78%)

Resource Tax Lots: (no funding specifically requested)

Total Resource Tax Lots:	913
Tax Lot Completed:	471 (52%)

4. Describe, in detail, your technical approach to the project (such as, mapping methodology).

We will use COGO tools to re-map those areas that have suitable data. Trying to re-map every rural tax lot using COGO tools is not practical since actual surveys and plats are widely scattered in the rural area. In those areas where COGO tax lot capture is practical, high quality surveyed ground control will be acquired. The process and criteria used to COGO capture rural plats is modeled on the urban tax lot capture design we developed. These captured platted areas will act as “anchors” or a foundation as areas with known accuracy. Next, deeds, surveys, orthophotography, and existing tax lot maps are used to “fill in” the areas in-between the anchors. As we build the rural tax lots between the anchors, ground control will be acquired more sparsely to insure the non-platted rural tax lots are within ORMAP accuracy standards. COGO methods will be used whenever practical. The use of ESRI’s Parcel Fabric also will be used whenever possible.

5. Describe the project deliverables.

This project will deliver 1500 additional re-mapped tax lots, fully annotated, using our technical approach and rectified to control meeting ORMAP rural tax lot standards. As new subdivisions are created, typically in the urban areas, those tax lots are mapped to ORMAP urban standards under our maintenance process.

6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.

County staff will be used to complete 100% of this project. They will capture, annotate, and QC tax lots to ORMAP standards.

7. How will the county cartographer integrate the deliverables into the County's maintenance plan?

This project develops the base digital GIS base layer for tax lots. Once created, the County Cartographer will use various tools developed for tax lot maintenance to update any changes that might occur for the tax lots re-mapped in this project. The projects deliverables will be part of the overall countywide GIS tax lot layer. The deliverables from this project will be used to create the tax maps, directed exclusively by the County Cartographer.

8. Provide a project timeline with milestones or completion dates.

To date, all urban tax lots are completed. As urban tax lots are created during this project period, those are completed. This project deals only with rural tax lots, of which 78% are completed. Based on current resources and anticipated ORMAP funding, we estimate completion of Goal 4 in December 2019. Thus far, we have remapped to ORMAP specifications 93.4% of the total. To date, 147,761 tax lots have been captured and annotated in our GIS, leaving approximately 9,862 tax lots comprising rural and resource level tax lots to complete.

Milestones are defined as the completion of each of these tasks within each phase.

- Plats are gathered from source County offices
- Capture plats and surveys with the most appropriate method (COGO or digitizing)
- Plats and surveys are quality controlled
- Work with the County Surveyor to acquire ground control
- Tie plats and surveys to ground control
- Annotation
- Final quality control

9. Does this project have any partnerships? If yes, please identify them.

Yes. The deliverables from this project are used by many agencies as a base to map infrastructure and other details. Typical agencies outside the County who have entered into partnership agreements include cities, water districts, utilities providers, school districts, community planning organizations, and a variety of state and federal agencies. Additionally, Clackamas County has developed boundary agreements with all our County neighbors. We have agreements covering 100% of the area that bounds our county.

10. Describe any innovations utilized by this project.

We use the tools developed by the ORMAP tools group and have participated in that group from its inception either to be part of the application development team or as a test group. We are also using the latest tools developed by ESRI to stay current with ArcGIS releases. Finally, the deliverables from this project are allowing the Assessor's Cartographers to retire the old mylar tax maps and completely replace them with a digital product. Recently, we started utilizing ESRI's Parcel Fabric schema.

11. Detail Costs (who is paying for what).

Approximately 48% of this project is funded by ORMAP. The remaining will come from County resources. The County's Survey Office is providing ground control at county expense. The County Assessor's Office provides labor to input new plats for the maintenance portion of the over-all ORMAP project plus QC. Direct staff time

on the ORMAP project will comprise the bulk of expenses for this project and will be evenly split between the County and ORMAP.

B. Quality Control

1. Who will be responsible for quality control (QC)?

All Quality Control is the responsibility of Clackamas County's Departments of Assessment and Taxation and Technology Services, GIS Division.

2. Will county cartography staff review the deliverables?

Yes. The cartography staff in the Assessor's Office performs the final QC. They insure all components are present and correct for map production to DOR and Clackamas County standards.

3. Will there be a review by Department of Revenue's cartography staff?

That is arranged by A&T cartographers. DOR Cartography staff has come to the county to review our technique and process and are always welcome to see what we are doing with tax lot capture.

4. Describe QC procedures.

The quality control process is very extensive. A quality control checklist was developed for those entering COGO information and for those checking it. Ground control is evaluated as to its level of survey accuracy for the plat rectification process. If customary ground control is not available, rectified orthophotos are used. Plats controlled in this manner will be revisited when better ground control is obtained. Plats are never rubber sheeted. The County Surveyor resolves any errors that occur when rectifying to ground control (i.e. gaps and overlaps). In summary, all quality control efforts will meet or exceed ORMAP Technical Specifications.

C. Project Detail

1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?

No. 100% of edge matching has been completed with surrounding counties with prior projects and we have agreements with all our neighbors.

2. Is this project part of an ongoing or multi-phased remapping project?

Yes, this project is a continuation of our on-going re-mapping project as outlined in our Business Plan.

3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	158,195	147,761	93.4
Tax Maps	3,374	1,888	55.9

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

No, our anticipated completion date is December 2019, perhaps sooner.

5. Is this project part of a multi-county effort? If so, please explain.

No

6. Will the project cost be affected if it is not fully funding this cycle?

Yes. It will delay our overall completion time.

D. Data Availability

1. Does the county have a data sharing agreement with the State?

Yes

2. Identify any data restrictions or licensing issues.

All data produced under the ORMAP program is freely available through a Data Sharing Agreement to other government agencies. Clackamas County has entered into an IGA with the State for data sharing. All publication of this data, particularly via the Internet, must comply with all Clackamas County policies and disclaimers as adopted by County Administration or the Board of County Commissioners. All data is governed by a data licensing agreement.

E. Background Information

Any other information that you feel may help support the project.

F. Other Issues - Please identify.

Submit completed forms to:

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 or.map@state.or.us

G. Racial and Ethnic Impact Statement

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 22 day of September, 2016, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

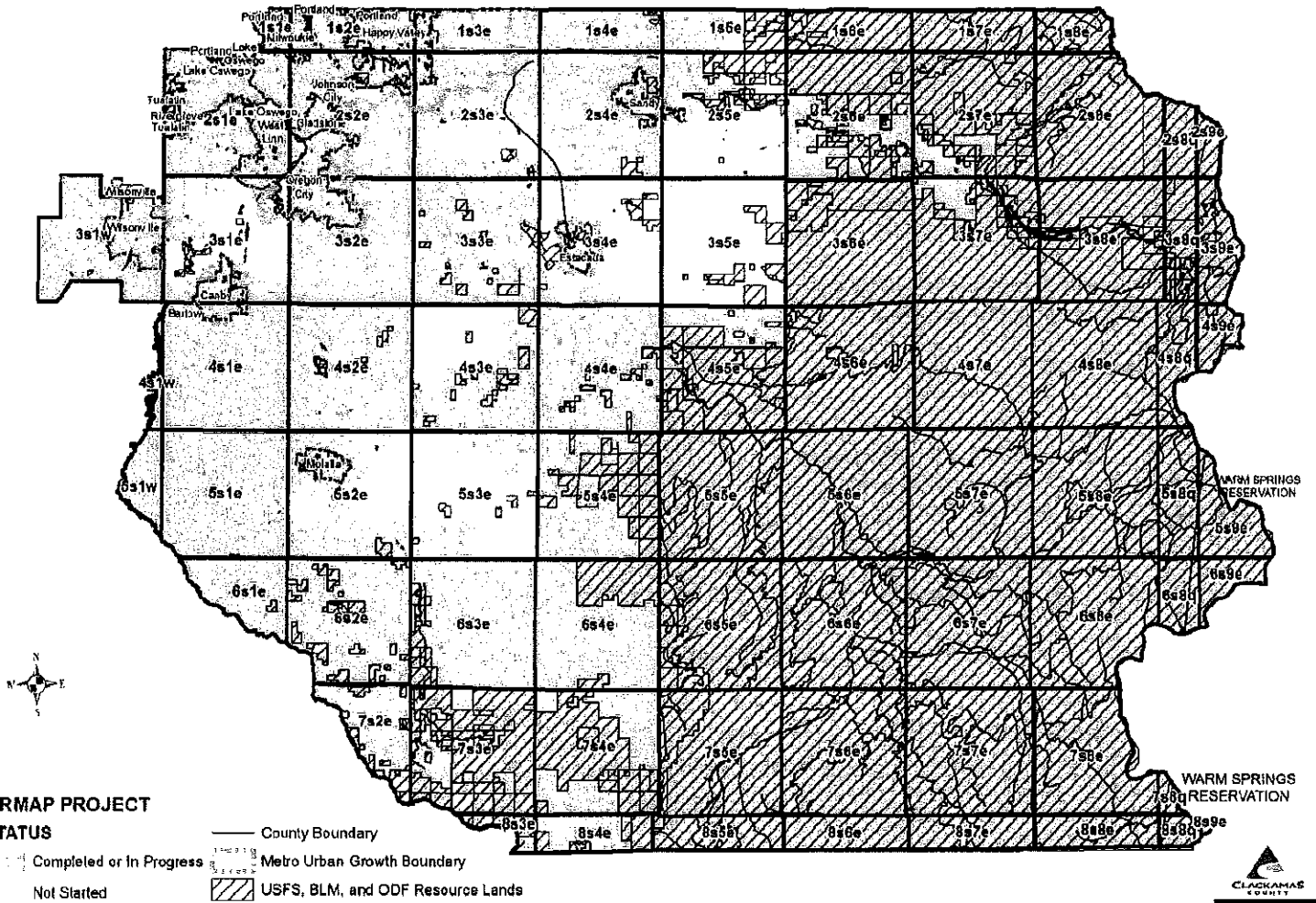
Signature: /s/ Eric Bohard

Printed Name: Eric Bohard Title: Technical Services Manager

¹"Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

ATTACHMENT 1

ORMAP PROJECT STATUS SEPTEMBER 2016



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M. BARBARA CARTMILL
DIRECTOR

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

December 8, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Supporting Oregon Department of Transportation FASTLANE Grant
Application to Improve I-205 Abernethy Bridge

Purpose/Outcomes	States Clackamas County support for the Oregon Department of Transportation application for USDOT FASTLANE funding to improve I-205/Abernethy Bridge and commits \$1 million toward the project costs
Dollar Amount and Fiscal Impact	\$1,000,000 to be expended between FY2019 and FY2021 subject to a later agreement with Oregon Department of Transportation
Funding Source	Clackamas County Road Fund
Duration	Effective December 8, 2016 and terminates if the ODOT FASTLANE application is not selected for funding
Previous Board Action	The Board approved a letter of support and committed the funds on April 5, 2016, for a previous grant application and approved a letter of support for this application on November 29, 2016.
Strategic Plan Alignment	Widening of I-205 and Abernethy Bridge is a Board priority identified in the Strategic Plan
Contact Person	Mike Bezner, Assistant Director, Department of Transportation and Development
Contract Number	Not applicable

BACKGROUND: The Oregon Department of Transportation is preparing an application for a USDOT FASTLANE Grant to widen the I-205/Abernethy Bridge to improve freight movement across the Willamette River. This improvement to I-205 is identified as a priority in the Strategic Plan. The attached resolution expresses Board support for this application and commits \$1 million in Road Fund to assist with the project. ODOT must submit the grant application by December 15, 2016.

County Counsel has reviewed and approved this resolution.

RECOMMENDATION: Staff recommends approval of this resolution.

Respectfully submitted,

Mike Bezner, Assistant Director
Department of Transportation and Development

A Resolution Supporting Oregon Department
Of Transportation application for a FASTLANE
Grant for the I-205 Abernethy Bridge and
Committing \$1 million for the Project

Resolution No.

Page 1 of 2

WHEREAS, over 6,000 Oregon businesses employing over 86,000 workers depend on fast, reliable freight shipping of export products, and

WHEREAS, the export of Oregon products is vital to Clackamas County, the State of Oregon and the entire Northwest, and

WHEREAS, the Port of Portland, the Portland International Airport, and the Port of Tacoma are the major shipping hubs for these products, and

WHEREAS, the I-205 Abernethy Bridge across the Willamette River is a vital connection between advance manufacturing, high tech, forestry, and agricultural businesses and these export shipping hubs, and

WHEREAS, the I-205 Abernethy Bridge across the Willamette River serves over 115,000 vehicle trips per day, far exceeding its design capacity, and

WHEREAS, I-205 across the Abernethy Bridge is the major north-south corridor around the Portland area for freight movement with a higher truck percentage than I-5, and

WHEREAS, the high traffic volumes on the I-205 Abernethy Bridge are resulting in extended peak hour congestion and delay, as well as unreliable travel times for truck freight at all times of the day, and

WHEREAS, these conditions result in higher costs for freight shippers which increases the cost of products that must be shipped across the I-205 Abernethy Bridge, and

WHEREAS, this increase in cost is effecting businesses throughout Oregon that depend on the movement of products to international markets, and

WHEREAS, in meetings by the Governor's Transportation Vision Panel with citizens and business owners all over the State of Oregon, the I-205 Abernethy Bridge was identified as one the most important freight bottlenecks in the state, and

A Resolution Supporting Oregon Department of Transportation Application for a FASTLANE Grant for the I-205 Abernethy Bridge and Committing \$1 million for the Project

Resolution No.

Page 2 of 2

WHEREAS, the Oregon Transportation Commission and the Portland Metropolitan Council have committed funds for the design of improvements for the I-205 Abernethy Bridge, and

WHEREAS, the Oregon Department of Transportation is submitting a proposal for \$50 million in funding from the US DOT FASTLANE program to assist in the construction of these improvements

WHEREAS, funding of the widening of I-205 Abernethy Bridge is a Board of Commissioners priority and in the Clackamas County Strategic Business Plan, "Performance Clackamas,"

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

1. To commit \$1 million in Clackamas County Road Use funds to support the development of improvements to the I-205 Abernethy Bridge; and
2. To communicate our support for the project with a Letter of Support to the Honorable Anthony Foxx, Secretary, U.S. Department of Transportation and to Commissioner Tammy Baney, Chair of the Oregon Transportation Commission.

Dated this 8th day of December, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 08, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Amendment #1 with DKS Associates for
On-Call Traffic Engineering Services – 2016-2019

Purpose/Outcomes	Approval to proceed with a contract amendment for On-Call Traffic Engineering Services: 2015-2019.
Dollar Amount and Fiscal Impact	The maximum annual compensation, based on the County fiscal year, Shall be \$50,000. The contract maximum shall not to exceed \$200,000. Fiscal years 2015/2016, 2016/2017, 2017/2018 and 2018/2019.
Funding Source	County Road Fund
Duration	Contract to expire on June 30, 2019
Previous Board Contact	None.
Strategic Plan Alignment	This project is consistent with County's safety action plan and Drive to Zero safety program. Professional traffic engineering services will augment County staff in analyzing, designing and implementing traffic safety improvements in our efforts to reduce fatal and serious injury crashes on Clackamas County roadways.
Contact Person	Christian Snuffin, Project Manager 503-742-4716

This is an extension of an existing contract with DKS Associates for Professional Traffic Engineering services. The professional services augment County Traffic Engineering staff in complex traffic engineering and safety tasks, including investigation, data collection, analysis, design, implementation and evaluation of safety and operations improvements on the County road system.

Upon approval, the annual contract amount is not to exceed \$50,000.00 with a total contract compensation not to exceed \$200,000.00. The contract term is from contract execution through June 30, 2019. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 215-7434-00-431000 for fiscal years 2015/2016, 2016/2017, 2017/2018 and 2018/2019.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign this contract with DKS Associates for On-Call Traffic Engineering Services: 2016-2019.

Respectfully submitted,



Mike Bezner, PE
Assistant Director of Transportation

Placed on the December 08, 2016 Agenda by the Purchasing Division.



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 08, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract Amendment #1 with Kittelson & Associates, Inc. for
On-Call Traffic Engineering Services – 2016-2019

Purpose/Outcomes	Approval to proceed with a contract amendment for On-Call Traffic Engineering Services: 2016-2019
Dollar Amount and Fiscal Impact	The maximum annual compensation, based on the County fiscal year, shall be \$50,000. The contract maximum shall not to exceed \$200,000. Fiscal years 2015/2016, 2016/2017, 2017/2018 and 2018/2019.
Funding Source	County Road Fund
Duration	Contract to expire on June 30, 2019
Previous Board Contact	None.
Strategic Plan Alignment	This project is consistent with County's safety action plan and Drive to Zero safety program. Professional traffic engineering services will augment County staff in analyzing, designing and implementing traffic safety improvements in our efforts to reduce fatal and serious injury crashes on Clackamas County roadways.
Contact Person	Christian Snuffin, Project Manager 503-742-4716

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RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign this contract with Kittelson & Associates, Inc. for On-Call Traffic Engineering Services: 2016-2019.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mike Bezner", with a long horizontal flourish extending to the right.

Mike Bezner, PE
Assistant Director of Transportation

Placed on the December 08, 2016 Agenda by the Purchasing Division.

December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Declaring the Public Necessity and Purpose
for Acquisition of Right of Way for Addie Street Safety Improvements
Authorizing Negotiations and Eminent Domain Actions

Purpose/Outcomes	Under ORS 35.235 a local governmental agency is required to declare by resolution or ordinance the public necessity and the purpose for which the project is required by enacting a condemnation resolution prior to initiating procedures to acquire easements or other property rights from abutters to the project.
Dollar Amount and Fiscal Impact	The resolution will result in a fiscal impact in acquiring the necessary easement. If the resolution is not adopted, there will be a fiscal impact in returning the property to its original condition. Estimates for each solution are being prepared.
Funding Source	County Road Fund
Duration	The Resolution remains active throughout the right of way negotiation or when all litigation associated with the right of way acquisition is concluded.
Previous Board Contact	04/08/1922: BCC (County Court) Approval of Order to accepted Addie Road in the Plat of Jennings Lodge as a county road. 06/21/1947: BCC (County Court) Approval of Order 2338 to accepted Addie Road as a county road 50 feet wide.
Strategic Plan Alignment	Build a strong infrastructure.
Contact Person	Michael Bays, DTD Survey Supervisor - 503-742-4667 Doug Cutshall, DTD Engineering Tech 3 - 503-742-4669

A private party recently obtained the permits to construct safety improvements along Addie Street that provide benefits to the traveling public. The existence of Right of Way necessary to complete the project is in question and parties have thus far been unable to voluntarily resolve the issue. Previous action by the County Board of Commissioners and the County Surveyor in 1946-47 failed to remedy the Right of Way of Addie Street at this location. To resolve this historic Right of Way discrepancy and to provide for the public benefit of the aforementioned safety improvement the Board has authority under ORS Chapter 35 to acquire rights of way and easements by purchase or condemnation proceedings.

The resolution of the Right of Way of Addie Street is being done in a way that creates a uniform corridor that only impacts private property as necessary to realize the intent of the Board in 1947. The Department of Transportation and Development (Department) shall negotiate in

good faith in an attempt to reach agreement as to the amount of just compensation owed the affected property owner. To fairly determine the amount of just compensation, staff will utilize the expertise of authorized real estate appraisers and other such experts.

The Department has developed the final legal description required for acquisition of the right of way adjacent to the property affected by the Project.

The resolution directs the Department to resolve issues of just compensation through good faith negotiations. It requires the Director of the Department to notify the Board if exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a condemnation action.

Staff respectfully requests that the Board approve a Resolution of Necessity and Purpose for Addie Street for the acquisition of necessary rights of way and easements to provide for construction of the project.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves the Resolution authorizing the acquisition of rights of way and easements by negotiation if possible, or condemnation, if necessary.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Placed on the ____December 15, 2016____ Agenda by the DTD Division

In the Matter of the Addie Street, County Road #2338, Right of Way, Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Authorizing Negotiations and Eminent Domain Actions

Order No. _____
(Page 1 of 2)

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on December 15, 2016; and,

It appearing that the Board previously approved an order to recognize Addie Street as County Road #2338 being 50 feet wide on June 21, 1947 and that order's validity is in question and therefore resolving the Right of Way of Addie Street is necessary for the continued growth, safety and welfare of the community; and,

It further appearing to the Board that the County has in the past expended road funds on the maintenance of Addie Street, including a portion of the of the Right of Way in question; and,

It further appearing to the Board that the Right of Way resolution has been planned and located in a manner which creates a uniform corridor and is most compatible with the greatest public good and the least private injury; and,

It further appearing to the Board that acquisition of the right of way and easement, described in Exhibit "A" is a necessary part of Addie Street and therefore is also consistent with the powers and purposes of County government, and necessary for public use and the continued growth, safety and welfare of the community and,

It further appearing to the Board that immediate possession of the right of way and easement described in Exhibit "A" may be necessary and will be in the public interest in order to commence and complete the Project in a timely manner; and,

It further appearing that the Board has authority under ORS Chapter 35 to acquire rights of way and easements by purchase or eminent domain proceedings.

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County immediately start acquisition of the right of way and easement described in Exhibit "A", either through negotiation and agreement, purchase, or, if necessary, by commencement of eminent domain proceedings.

In the Matter of the Addie Street, County Road #2338, Right of Way, Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Authorizing Negotiations and Eminent Domain Actions

Order No. _____
(Page 2 of 2)

IT IS FURTHER ORDERED THAT:

1). The Department of Transportation and Development immediately, and in good faith, attempt to negotiate agreements as to amount of just compensation owed the owner of the property identified in Exhibit "A". In so doing, the department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to fairly determine the amount of just compensation owed; and,

2). If the Director of the Department of Transportation and Development (the "Director") determines that changes to the Right of Way resolution make it necessary to modify the rights of way and easement required for the resolution, the Director shall promptly bring before the Board, and the Board shall promptly consider a resolution amending Exhibit "A"; and,

3). It is the intention of the Board that the required right of way and easement identified in Exhibit "A" be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Director shall inform the Board when the Director deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints in condemnation and take such other steps as it determines necessary for the immediate possession of required rights of way, easements, and fee property and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2016.

John Ludlow, Chair

Mary Raethke, Recording Secretary

EXHIBIT "A"

SE Addie Street, County Rd #2338
Owner: Marna L. Moore, Trustee

Map No.22E18CA03600
December 8, 2016

PERMANENT RIGHT OF WAY EASEMENT FOR ROAD PURPOSES

A strip of land, being a portion of Lot 72, Jennings Lodge, Plat No. 103 Clackamas County Plat Records, located in the SW 1/4 of Section 18, Township 2 South, Range 2 East, Willamette Meridian, and described in Bargain and Sale Deed recorded as Document No. 2015-039905, Clackamas County Deed Records, as shown on Exhibit "B" attached hereto and by this reference made a part hereof, more particularly described as follows;

The Westerly 25 feet, when measured along the North and South Property lines of of Lot 72, Jennings Lodge, Plat No. 103.

Containing 2595 square feet. More or less

LOCATED IN THE SW 1/4 OF SECTION 18,
TOWNSHIP 2S., RANGE 2E., W.M.
CLACKAMAS COUNTY, OREGON


SCALE:
1"=60'

BOARDMAN AVENUE
COUNTY ROAD NO 1879-J

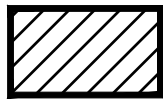
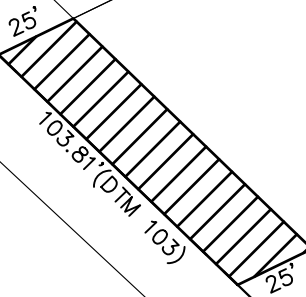
BOARDMAN'S ADDITION TO
JENNINGS LODGE
PLAT #158

ADDIE STREET
COUNTY ROAD NO 2338

MARNA L. MOORE, TRUSTEE
TAXLOT 22E18CA03600
DOC# 2015-039905

McLOUGHLIN BLVD
HWY 99E

JENNINGS
LODGE
PLAT #146



PERMANENT RIGHT OF WAY
EASEMENT FOR ROAD PURPOSES
AREA = 2,595 SF.±

REGISTERED
PROFESSIONAL
LAND SURVEYOR
PRELIMINARY
OREGON
FEBRUARY 08, 2000
GEOFFORY N. ADAIR
58984
RENEWS: 12-31-17



DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "B"
ADDIE STREET PROJECT
CO RD NO. 2338
PAGE 1 OF 1

PERMANENT RIGHT OF WAY
EASEMENT FOR ROAD PURPOSES
MARNA L, MOORE, TRUSTEE

RD. FILE NO. CR NO 2338	DRAWN BY MAB	CHECKED BY GNA	DATE: 12-7-16
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MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

December 8, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2016-2017

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2016-2017
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$12,346,725
Funding Source	Prior Year Revenue, Fund Balance, Licenses and Permits, State Operating Grants, Charge for Services Miscellaneous Revenue and Interfund Transfers
Safety Impact	N/A
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016 and revised September 29 and November 3
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.471 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The General Fund –County Administration and Employee Services are recognizing charge for services revenue and budgeting for two limited term positions from the City of Damascus.

The General Fund- Clerk is recognizing fund balance and budgeting for benefit costs.

The General Fund- Public and Government Affairs Programs are recognizing fund balance, salary reimbursement and licenses and permits revenue and an interfund transfer from the Cable Administration Fund and budgeting for the limited term position from the City of Damascus and increasing contingency and reserves.

The General Fund - Not Allocated to Organizational Unit is recognizing interfund transfer from Justice Court and budgeting to transfer required amount to the Sheriff and increase contingency.

The County Fair Fund is recognizing additional fund balance and budgeting it in contingency.

The County School Fund is recognizing additional fund balance and adjusting its budget accordingly.

The Public Safety Local Option Levy Fund is recognizing additional fund balance and budgeting it for higher benefit costs.

The Employers Contribution Fund is recognizing additional fund balance and budgeting it in reserves.

The Disaster Management Fund is recognizing additional fund balance and budgeting it for program costs and contingency.

The Parks Fund is recognizing additional fund balance and budgeting it in contingency.

The Sheriff Fund is recognizing additional fund balance and salary reimbursement revenue and budgeting for higher benefit costs and phone services.

The Community Corrections Fund is recognizing additional fund balance and budgeting for higher benefit costs and to complete projects for Residential Services and other program costs associated with this fund.

The District Attorney Fund is recognizing additional fund balance and budgeting for a lease increase at the Multnomah Lodge property, higher benefits costs and contracted services.

The Behavioral Health Fund is recognizing actual fund balance and prior year revenue and budgeting for program expenses. This fund is also recognizing an interfund transfer from the Health, Housing and Human Services Administration Fund to help with the costs of adding a full-time Case Manager position to expand outreach efforts.

The Community Solution for Clackamas County Fund is recognizing additional fund balance and budgeting for program costs.

The Tourism Fund is recognizing additional fund balance and an interfund transfer from the Transient Room Tax Fund and budgeting for advertising and community partnership costs.

The Juvenile Fund is recognizing additional fund balance and prior year revenue and budgeting for a vehicle purchase, increased benefit costs and program expenses.

The Clackamas Debt Service Fund is recognizing fund balance and budgeting it in debt service.

The Local Improvement District Construction Fund is recognizing fund balance and budgeting it in contingency.

The Stone Creek Golf Course Fund is recognizing additional fund balance and budgeting additional golf course related expenses and capital needs.

The Facilities Management Fund is recognizing additional fund balance and budgeting for computer software and higher benefit and materials and services needs.

The Technology Services Fund is recognizing additional fund balance and budgeting to complete various projects associated with this fund.

The Central Dispatch Fund is recognizing additional fund balance and budgeting for professional services and increasing contingency.

The Risk Management Claims Fund is recognizing additional fund balance and budgeting for claim expenses and increasing contingency and reserves.

The Fleet Services Fund is recognizing additional fund balance and budgeting it in contingency.

The effect of this Resolution is an increase in appropriations of \$12,346,725 including revenues as detailed below:

Prior Year Revenue	\$ 4,546,066.
Fund Balance	6,035,573.
Licenses and Permits	304,091.
State Operating Grants	(651,336.)
Charge for Services	123,700.
Miscellaneous Revenue	82,832.
Interfund Transfers	<u>1,905,799.</u>
Total Recommended	<u>\$ 12,346,725.</u>

RECOMMENDATION:

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

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Less Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2016-17

Resolution No
Page 1 of 2

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . General Fund – County Administration
- . General Fund – Employee Services
- . General Fund - Clerk
- . General Fund – Public and Government Affairs Programs
- . General Fund- Not Allocated to Organizational Unit
- . County Fair Fund
- . County School Fund
- . Public Safety Local Option Levy Fund
- . Employers Contribution Fund
- . Disaster Management Fund
- . Parks Fund
- . Sheriff Fund
- . Community Corrections Fund
- . District Attorney Fund
- . Behavioral Health Fund
- . Community Solutions for Clackamas County Fund
- . Tourism Fund
- . Juvenile Fund
- . Clackamas Debt Service Fund
- . Local Improvement District Construction Fund
- . Stone Creek Golf Course Fund
- . Facilities Management Fund
- . Technology Services Fund
- . Central Dispatch Fund
- . Risk Management Claims Fund
- . Fleet Services Fund;

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Less Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2016-17

Resolution No
Page 2 of 2

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
December 8, 2016

Recommended items by revenue source:

Priro Year Revenue	\$ 4,546,066
Fund Balance	6,035,573
Licenses and Permits	304,091
State Operating Grants	(651,336)
Charge for Services	123,700
Miscellaneous Revenue	82,832
Interfund Transfers	1,905,799
Total Recommended	<u><u>\$ 12,346,725</u></u>

GENERAL FUND- COUNTY ADMINISTRATION AND EMPLOYEE SERVICES

Revenues:	
Charge for Services	\$ 113,700
Total Revenue	<u><u>\$ 113,700</u></u>

Expenses:	
County Administration	\$ 27,204
Total Expenditures	<u><u>\$ 27,204</u></u>

Expenses:	
Employee Services	\$ 86,496
Total Expenditures	<u><u>\$ 86,496</u></u>

General Fund –County Administration and Employee Services are recognizing charge for services revenue and budgeting for two limited term positions from the City of Damascus.

GENERAL FUND- CLERK

Revenues:	
Fund Balance	\$ 1,596
Total Revenue	<u><u>\$ 1,596</u></u>

Expenses:	
Clerk	\$ 1,596
Total Expenditures	<u><u>\$ 1,596</u></u>

General Fund- Clerk is recognizing fund balance and budgeting for benefit costs.

GENERAL FUND- PUBLIC AND GOVERNMENT AFFAIRS

Revenues:	
Fund Balance	\$ 252,742
Licenses and Permits	304,091
State Operating Grants	(500,000)
Miscellaneous Revenue	59,972
Interfund Transfer	343,527
Total Revenue	<u>\$ 460,332</u>
Expenses:	
Public and Government Affairs	\$ 59,972
Not Allocated to Organizational Unit	
Reserve	13,953
Contingency	386,407
Total Expenditures	<u>\$ 460,332</u>

General Fund- Public and Government Affairs Programs are recognizing fund balance, salary reimbursement and licenses and permits revenue and an interfund transfer from the Cable Administration Fund and budgeting for the limited term position from the City of Damascus and increasing contingency and reserves.

GENERAL FUND - NOT ALLOCATED TO ORGANIZATIONAL UNIT

Revenues:	
Fund Balance	\$ 1,027,540
Interfund Transfers	1,305,683
Total Revenue	<u>\$ 2,333,223</u>
Expenses:	
Not Allocated to Organizational Unit	
Interfund Transfers	\$ 997,997
Contingency	1,335,226
Total Expenditures	<u>\$ 2,333,223</u>

General Fund - Not Allocated to Organizational Unit is recognizing interfund transfer from Justice Court and budgeting to transfer required amount to the Sheriff and increase contingency.

COUNTY FAIR FUND

Revenues:	
Fund Balance	\$ 18,720
Total Revenue	<u>\$ 18,720</u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ 18,720
Total Expenditures	<u>\$ 18,720</u>

County Fair Fund is recognizing additional fund balance and budgeting it in contingency.

COUNTY SCHOOL FUND

Revenues:	
Fund Balance	\$ 78
Total Revenue	<u>\$ 78</u>
Expenses:	
Not Allocated to Organizational Unit	
Special Payments	\$ 78
Total Expenditures	<u>\$ 78</u>

County Fair Fund is recognizing additional fund balance and budgeting it in contingency.

PUBLIC SAFETY LOCAL OPTION FUND

Revenues:	
Fund Balance	\$ 30,370
Total Revenue	<u>\$ 30,370</u>
Expenses:	
Public Protection	\$ 30,370
Total Expenditures	<u>\$ 30,370</u>

Public Safety Local Option Levy Fund is recognizing additional fund balance and budgeting it for higher benefit costs.

DISASTER MANAGEMENT FUND

Revenues:	
Fund Balance	\$ 154,400
Total Revenue	<u>\$ 154,400</u>
Expenses:	
Public Protection	\$ 17,000
Not Allocated to Organizational Unit	
Contingency	137,400
Total Expenditures	<u>\$ 154,400</u>

Disaster Management Fund is recognizing additional fund balance and budgeting it for program costs and contingency.

PARKS FUND

Revenues:	
Fund Balance	\$ 152,878
Total Revenue	<u>\$ 152,878</u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ 152,878
Total Expenditures	<u>\$ 152,878</u>

Parks Fund is recognizing additional fund balance and budgeting it in contingency.

SHERIFF FUND

Revenues:	
Fund Balance	\$ 1,056,331
Miscellaneous Revenue	22,860
Total Revenue	<u>\$ 1,079,191</u>
Expenses:	
Public Protection	\$ 1,079,191
Total Expenditures	<u>\$ 1,079,191</u>

Sheriff Fund is recognizing additional fund balance and salary reimbursement revenue and budgeting for higher benefit costs and phone services.

COMMUNITY CORRECTIONS FUND

Revenues:	
Fund Balance	\$ 963,176
Total Revenue	<u>\$ 963,176</u>
Expenses:	
Public Protection	\$ 963,176
Total Expenditures	<u>\$ 963,176</u>

Community Corrections Fund is recognizing additional fund balance and budgeting for higher benefit costs and to complete projects for Residential Services and other program costs associated with this fund.

DISTRICT ATTORNEY FUND

Revenues:	
Fund Balance	\$ 433,336
Total Revenue	<u>\$ 433,336</u>
Expenses:	
Public Protection	\$ 433,336
Total Expenditures	<u>\$ 433,336</u>

District Attorney Fund is recognizing additional fund balance and budgeting for a lease increase at the Multnomah Lodge property, higher benefits costs and contracted services.

BEHAVIORAL HEALTH FUND

Revenues:	
Prior Year Revenue	\$ 4,065,456
Fund Balance	(1,118,093)
State Operating Grants	(151,336)
Charge for Services	10,000
Interfund Transfer	50,000
Total Revenue	<u>\$ 2,856,027</u>
Expenses:	
Health and Human Services	\$ 2,510,487
Not Allocated to Organizational Unit	
Contingency	345,540
Total Expenditures	<u>\$ 2,856,027</u>

Behavioral Health Fund is recognizing actual fund balance and prior year revenue and budgeting for program expenses. This fund is also recognizing an interfund transfer from the Health, Housing and Human Services Administration Fund to help with the costs of adding a full-time Case Manager position to expand outreach efforts.

EMPLOYERS CONTRIBUTION FUND

Revenues:	
Fund Balance	\$ 4,257
Total Revenue	<u>\$ 4,257</u>
Expenses:	
Not Allocated to Organizational Unit	
Reserve	\$ 4,257
Total Expenditures	<u>\$ 4,257</u>

Employers Contribution Fund is recognizing additional fund balance and budgeting it in reserves.

COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY

Revenues:	
Fund Balance	\$ 107,195
Total Revenue	<u>\$ 107,195</u>
Expenses:	
Health and Human Services	\$ 107,195
Total Expenditures	<u>\$ 107,195</u>

Community Solution for Clackamas County Fund is recognizing additional fund balance and budgeting

TOURISM FUND

Revenues:	
Fund Balance	\$ 261,440
Interfund Transfer	206,589
Total Revenue	<u>\$ 468,029</u>
Expenses:	
Cultural, Education and Recreation	\$ 468,029
Total Expenditures	<u>\$ 468,029</u>

Tourism Fund is recognizing additional fund balance and an interfund transfer from the Transient Room Tax Fund and budgeting for advertising and community partnership costs.

JUVENILE FUND

Revenues:	
Prior Year Revenue	\$ 480,610
Fund Balance	251,206
Total Revenue	<u>\$ 731,816</u>
Public Protection	\$ 731,816
Total Expenditures	<u>\$ 731,816</u>

Juvenile Fund is recognizing additional fund balance and prior year revenue and budgeting for a vehicle purchase, increased benefit costs and program expenses.

CLACKAMAS DEBT SERVICE FUND

Revenues:	
Fund Balance	\$ 11,123
Total Revenue	<u>\$ 11,123</u>
Expenses:	
Not Allocated to Organizational Unit	\$ 11,123
Total Expenditures	<u>\$ 11,123</u>

Clackamas Debt Service Fund is recognizing fund balance and budgeting it in debt service.

LOCAL IMPROVEMENT DISTRICT CONSTRUCTION FUND

Revenues:	
Fund Balance	\$ 410
Total Revenue	<u>\$ 410</u>
Not Allocated to Organizational Unit	
Contingency	\$ 410
Total Expenditures	<u>\$ 410</u>

Local Improvement District Construction Fund is recognizing fund balance and budgeting it in contingency.

STONE CREEK GOLF COURSE FUND

Revenues:	
Fund Balance	\$ 176,001
Total Revenue	<u>\$ 176,001</u>
Golf Course (Business-type-Activity)	\$ 140,000
Not Allocated to Organizational Unit	
Contingency	36,001
Total Expenditures	<u>\$ 176,001</u>

Stone Creek Golf Course Fund is recognizing additional fund balance and budgeting additional golf course related expenses and capital needs.

FACILITIES MANAGEMENT FUND

Revenues:	
Fund Balance	\$ 423,088
Total Revenue	<u>\$ 423,088</u>
General Government	\$ 423,088
Total Expenditures	<u>\$ 423,088</u>

Facilities Management Fund is recognizing additional fund balance and budgeting for computer software and higher benefit and materials and services needs.

TECHNOLOGY SERVICES FUND

Revenues:	
Fund Balance	\$ 867,706
Total Revenue	<u>\$ 867,706</u>
General Government	\$ 867,706
Total Expenditures	<u>\$ 867,706</u>

Technology Services Fund is recognizing additional fund balance and budgeting to complete various projects associated with this fund.

CENTRAL DISPATCH FUND

Revenues:	
Fund Balance	\$ 256,750
Total Revenue	<u>\$ 256,750</u>
Public Protection	\$ 80,000
Not Allocated to Organizational Unit	
Contingency	176,750
Total Expenditures	<u>\$ 256,750</u>

Central Dispatch Fund is recognizing additional fund balance and budgeting for professional services and increasing contingency.

RISK MANAGEMENT FUND

Revenues:	
Fund Balance	\$ 670,097
Total Revenue	<u>\$ 670,097</u>
General Government	\$ 103,037
Not Allocated to Organizational Unit	
Reserve	256,490
Contingency	<u>310,570</u>
Total Expenditures	<u>\$ 670,097</u>

Risk Management Claims Fund is recognizing additional fund balance and budgeting for claim expenses and increasing contingency and reserve.

FLEET SERVICES FUND

Revenues:	
Fund Balance	\$ 33,226
Total Revenue	<u>\$ 33,226</u>
Not Allocated to Organizational Unit	
Contingency	<u>\$ 33,226</u>
Total Expenditures	<u>\$ 33,226</u>

Fleet Services Fund is recognizing additional fund balance and budgeting it in contingency.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

December 8, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2016-2017

Purpose/Outcome	Budget change for Clackamas County FY 2016-2017
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$916,546.
Funding Source	Includes Federal and State Grant Revenue, Charge for Services and Miscellaneous Revenue
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016 and revised August 18. and November 3
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

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

The Library Services Fund is recognizing additional reimbursement revenue from the City Libraries and budgeting for the Radio Frequency Identification (RFID) Project.

The Juvenile Fund is recognizing revenue from the Oregon Youth Authority and Bureau of Land Management and budgeting for temporary workers and program costs.

The effect of this Board Order is an increase in appropriations of \$916,546 including new revenues as detailed below:

Federal Operating Grant Revenue	\$ 83,771.
State Operating Grant Revenue	26,908.
Charge for Services	5,867.
Miscellaneous Revenue	<u>800,000.</u>
Total Recommended	<u>\$ 916,546.</u>

RECOMMENDATION:

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

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing
Authorization to Appropriate Grants
For Specific Purposes within the Fiscal
Year 2016-17

Resolution No.

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . Library Services Fund
- . Juvenile Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

Exhibit A

December 8, 2016

Recommended items by revenue source:

Federal Operating Grants	\$ 83,771
State Operating Grants	26,908
Charge for Services	5,867
Miscellaneous Revenue	<u>800,000</u>
Total Recommended	<u><u>\$ 916,546</u></u>

LIBRARY SERVICES FUND

Revenues:	
Miscellaneous Revenue	<u>\$ 800,000</u>
Total Revenue	<u><u>\$ 800,000</u></u>
Expenses:	
Culture, Education and Recreation	<u>\$ 800,000</u>
Total Expenditures	<u><u>\$ 800,000</u></u>

Library Services Fund is recognizing additional reimbursement revenue from the City Libraries and budgeting for the Radio Frequency Identification (RFID) Project.

JUVENILE FUND

Revenues:	
Federal Operating Grants	\$ 83,771
State Operating Grants	26,908
Charge for Services	5,867
Total Revenue	<u><u>\$ 116,546</u></u>
Expenses:	
Public Protection	<u>\$ 116,546</u>
Total Expenditures	<u><u>\$ 116,546</u></u>

Juvenile Fund is recognizing revenue from the Oregon Youth Authority and Bureau of Land Management and budgeting for temporary workers and program costs.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

December 8, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2016-2017

Purpose/Outcome	Budget change FY 2016-2017
Dollar Amount and Fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	Includes Interfund Transfers
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016 and revised August 18 and September 29
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

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

The Sheriff Fund is recognizing an interfund transfer from the General Fund based on the Justice Court's 2015-16 fiscal year fund balance.

RECOMMENDATION:

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

Sincerely,

Diane Padilla-Budget Manager

In the Matter of Providing Authorization
To Transfer Appropriations Within
the Fiscal Year 2016-17

Resolution No.

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

WHEREAS, transfer of appropriations for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

. Sheriff Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2016 through June 30, 2017.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

Dated this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUEST
Exhibit A
December 8, 2016

SHERIFF FUND

Revenues:

Interfund Transfer	\$ 997,997
Total Revenue	<u>\$ 997,997</u>

Expenses:

Public Protection	\$ 997,997
Total Expenditures	<u>\$ 997,997</u>

Sheriff Fund is recognizing an interfund transfer from the General Fund based on the Justice Court's 2015-16 fiscal year fund balance.

DRAFT

Approval of Previous Business Meeting Minutes:

November 3, 2016

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, November 3, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Sherry Hall, County Clerk gave an update regarding the Nov. 8th election.

I. CITIZEN COMMUNICATION - None

II. PUBLIC HEARINGS

1. **Board Order No. 2016-114** for Boundary Change Proposal CL 16-009 for Consolidation of Oak Lodge Water District and Oak Lodge Sanitary District
Chris Storey, County Counsel and Ken Martin, Boundary Change Consultant, presented the staff report.

Chair Ludlow opened the public hearing.

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

1. Terry Gibson, Jennings Lodge – spoke in support.
2. Nancy Gibson, Jennings Lodge – spoke in support.
3. Jim Martin, Oak Grove – spoke in support.
4. Clark Balford, Attorney representing Oak Lodge – spoke in support.
5. Thelma Haggemiller, Oak Grove – supports the creation of a future water/sanitary authority.
6. Dan Bradley, Oak Grove – spoke in support.

~Board Discussion~

Chair Ludlow closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we approve the Board Order for Boundary Change Proposal CL 16-009 for Consolidation of oak Lodge Water District and Oak Lodge Sanitary District.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

Announce the Board will recess as the Board of County Commissioner and convene as Service District No. 1 for the next item.

2. **Ordinance No. 05-2016** for the Formation of the Water Environment Services (WES) Partnership with the Tri-City Service District for Wastewater and Surface Water Services and Declaring an Emergency

Greg Geist, WES and Chris Storey, County Counsel presented the staff report. Greg Geist stated they received a couple of letters in support of this item.

~Board Discussion~

Chair Ludlow opened the public hearing and stated there are several people signed up to speak.

1. Dan Holladay, Mayor of Oregon City – spoke in opposition.
2. Russ Axelrod, Mayor of West Linn – has a neutral stance on the issue.
3. Karin Power, Milwaukie City Council – spoke in support.
4. Brian Shaw, Oregon City Council – spoke in opposition.
5. Ken Humberston, Oregon City - ?
6. Greg Weston, Lake Oswego spoke in support.
7. Ernie Platt, Damascus – spoke in support.
8. Les deAsis, Bench Made Knife Co. – spoke in support.
9. John Lewis, Public Works Director, City of Oregon City – spoke in opposition.
10. Frank O'Donnell, Oregon City – spoke in opposition.
11. Lori Miles Olund, Miles Fiberglass – spoke in support.
12. Eric Hofeld, Clackamas – spoke in support.

~Board Discussion~

MOTION:

Commissioner Savas: I move we read the Ordinance in Full.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

The Clerk assigned Ordinance No. 05-2016 and Chris Storey read the Ordinance in full.

Chair Ludlow asked for a motion.

MOTION:

Commissioner Savas: I move we, as the Governing Body for Service District No. 1, Adopt the Ordinance for the Formation of the Water Environment Services (WES) Partnership with the Tri-City Service District for Wastewater and Surface Water Services and Declaring an Emergency.

Commissioner Smith: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

Announce the Board will adjourn as Service District No. 1 and convene as the Tri-City Service District for the next item.

3. **Ordinance No. 06-2016** for the Formation of the Water Environment Services (WES) Partnership with Clackamas County Service District No. 1 for Wastewater and Surface Water Services and Declaring an Emergency

Greg Geist, WES and Chris Storey, County Counsel presented the staff report.

~Board Discussion~

Chair Ludlow opened the public hearing, seeing no others to speak, he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we read the Ordinance in Full.

Commissioner Savas: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

The Clerk assigned Ordinance No. 06-2016 and Chris Storey read the Ordinance in full.

Chair Ludlow asked for a motion.

MOTION:

Commissioner Smith: I move we, as the Governing Body of Tri-City Service District Adopt the Ordinance for the Formation of the Water Environment Services (WES) Partnership with Clackamas County Service District No. 1 for Wastewater and Surface Water Services and Declaring an Emergency.

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

Announce the Board will adjourn as Tri-City Service District and re-convene as the Board of County Commissioners for the remainder of the meeting.

4. **Resolution No. 2016-115** for a Clackamas County Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2016-2017

Diane Padilla, Budget Manger presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the resolution for a Clackamas County supplemental budget greater than 10% and budget reductions for fiscal year 2016-2017.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

III. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Savas : Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval for the Interagency Agreement with Clackamas County Community Corrections for the Naloxone Distribution Project – *Public Health*
2. Approval of a Local Grant Agreement with Children’s Center for Child Abuse Medical Assessments – *Children, Youth & Families*
3. Approval of Amendment No. 2 of the Sub-recipient Agreement #16-022 with EI Programa Hispano Catolico for Bi-Lingual/Bi-Cultural Victim Advocacy in Rural Clackamas County – *Children, Youth & Families*
4. Approval of an Agency Service Contract with Clackamas Women’s Services for Homelessness Prevention, Shelter Diversion, and Rapid Re-Housing Services for Victims of Domestic Violence – *Social Services*

B. Finance Department

1. **Resolution No. 2016-116** for a Clackamas County Supplemental Budget Less than 10% for Fiscal Year 2016-2017
2. **Resolution No. 2016-117** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2016-2017

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. **Resolution No. 2016-118** Appointing Justices of the peace Pro Tempore for the Clackamas County Justice of the Peace District – *Justice Court*

D. Business & Community Services

1. Approval of a Purchase and Sale Agreement with Weyerhaeuser Company for the Acquisition of Real Property – *County Parks*

E. Technology Services

1. Approval of the Purchase of Nimble Enterprise Storage Hardware from CDW-G to Upgrade and Expand the County Data Storage System - *Procurement*

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

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

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 12:30 PM

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



December 8, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Adoption of an Intergovernmental Agreement
Between Clackamas County and the C800 Radio Group Regarding
Clackamas County Public Safety Radio System Replacement Project Bond Funding

Purpose/Outcomes	This Intergovernmental Agreement governs the roles, responsibilities, and requirements for C800 and County compliance with the financial and procurement activities associated with the bond funding noted above.
Dollar Amount and Fiscal Impact	The projected cost of the bond project is up to \$59 million. County decisions regarding premiums of over \$7 million issued under County credit will be forthcoming at a future time. Until then, the total premium amounts will be held as contingency by the County.
Funding Source	General Obligation bond funding.
Duration	The term of the bonds is 15 years.
Previous Board Action	<ul style="list-style-type: none"> • 1-14-2016: Reimbursement resolution for the County and C800 partners; • 1-26-2016: Ballot measure language policy session; • 2-18-2016: Referral of the question on the May 2016 ballot; and • 6-16-2016: Certification of election approving the bonds. • 7-21-2016: Board Order authorizing the sale of the bonds
Strategic Plan Alignment	<p>This action aligns with the following Board strategic priorities:</p> <ul style="list-style-type: none"> • Build Public Trust through Good Government: supports and assists a cooperative effort among multiple agencies and two counties to best serve the public in emergencies • Build a Strong Infrastructure: replacement and upgrade of the emergency responder radio system will provide more resilient and effective public safety radio system infrastructure • Ensure Safe, Healthy and Secure Communities: anticipated new infrastructure resulting from the bond proceeds will better allow emergency responders to provide safe and secure communities for all residents of Clackamas County
Contact Person	Laurel Butman, Deputy County Administrator, 503-655-8893 Marc Gonzales, Finance Director, 503-742-5405

Background:

Clackamas County was asked by the Board of Directors of the C800, an ORS 190 agency which provides emergency radio communications in Clackamas County, to place a measure on the May 2016 ballot asking voters to approve a countywide General Obligation Bond levy of approximately \$59 million to finance replacement of the emergency radio system and necessary components thereof.

The County placed the question before the voters seeking their approval to issue General Obligation debt to finance this replacement project. On May 17, 2016 the voters approved the bond measure. The debt service will thus be provided through a levy estimated to cost about \$26.25 per year for the typical Clackamas County taxpayer living in a home with an assessed value of \$262,500.

In concurrence with Board Order No. 2016-72, staff completed the bond sale. In order to make sure the bond proceeds are spent in compliance with the ballot measure as well as financial and procurement requirements, County and C800 staff and counsel created an Intergovernmental Agreement between the entities that provides for County oversight and management. The Board is being asked to adopt that Intergovernmental Agreement.

Recommendation:

Staff respectfully recommends that the Board adopt the attached Intergovernmental Agreement.

Respectfully submitted,

Laurel Butman
Deputy County Administrator

Marc Gonzales
Finance Director

INTERGOVERNMENTAL AGREEMENT

Clackamas County Public Safety Radio System Replacement Project Bond Funding

THIS AGREEMENT (Agreement) is made and entered into pursuant to Oregon Revised Statutes (ORS) 190.010, by and between Clackamas 800 Radio Group (C800), an intergovernmental entity formed and authorized by ORS chapter 190, and Clackamas County (County), a political subdivision of the State of Oregon. This Agreement shall be effective upon signing by both parties and shall continue through the life of the Public Safety Radio System Replacement General Obligation bond or the life of any refunding of same, whichever is later.

The Agreement defines the respective roles and responsibilities of the County and C800 with respect to the Public Safety Radio System Replacement Project and any subsequent activities related to the bond funding as defined below. As the entity responsible for the bond funding, the County will retain management control and oversight of all bond related expenditures and compliance with laws, policies, debt covenants, and procedures, and C800 covenants to comply with the same.

RECITALS

WHEREAS, C800 owns and operates the public safety 800 MHz trunked radio system (Radio System) serving emergency responders of the County; and

WHEREAS, C800 has determined that the Radio System needs to be replaced and expanded; and

WHEREAS, C800 has developed a plan and budget for the Public Safety Radio System Replacement Project (Project), and needed to obtain a source of funding for the Project; and

WHEREAS, an ORS 190 entity is not authorized to issue general obligation bonds; and

WHEREAS, the County placed a successful measure on the May 2016 ballot for the purpose of supporting the Project, obtaining voter approval to issue up to \$59 million in general obligation bonds; and

WHEREAS, the Project includes covering all costs and expenses relating thereto, including but not limited to financing costs; and

WHEREAS, the parties desire to establish responsibilities for and appropriate uses of the bond proceeds;

NOW, THEREFORE, C800 and the County hereby agree as follows:

AGREEMENT

1. Scope of Work

Project Description: Once completed, the Project will replace and enhance the current county-wide two-way 800MHz radio system. The Project will generally include refurbishing existing and adding new radio sites, communication towers, communications buildings, conventional and emergency power systems, infrastructure radio equipment or base station radios and controllers, dispatch console systems, antenna systems, microwave communication links between sites, and associated or required accessories and related equipment. The Project also includes an allowance for helping agencies purchase subscriber radio equipment, such as portable, mobile, and/or control station radios as needed by the personnel of the individual agencies comprising C800 to utilize the system.

INTERGOVERNMENTAL AGREEMENT
Clackamas County Public Safety Radio System Replacement Project Bond Funding

This allowance shall be allocated by the C800 Board on an equitable basis between partner and member agencies. Any additional cost for subscriber radio equipment will be the sole responsibility of the partner and/or member agency.

Project Timeline and Cost. Construction is anticipated to be completed with the radio system in service by the end of June 2019. The cost of the Project is projected not to exceed \$59,000,000, including financing-related costs. The County certifies that it has \$53,155,000 in non-taxable bond and \$5,845,000 in taxable bond proceeds available for the project. If these bond proceeds are exhausted, any remaining projects costs are the sole responsibility of C800.

Additionally, premiums yielded by the bond sale exceed the \$59 million estimated Project cost as published in the ballot measure and will be held as contingency in reserve by the County until such a time as the Board of County Commissioners (BCC) determines their future use. If not needed as contingency for the Project. This contingency funding will only be made available for uses of the proceeds consistent with the scope of the May 2016 ballot measure, including unforeseen project cost increases beyond the control of C800 and will only be released at the sole discretion of the BCC. The County will solicit advisory input on these matters from C800 and its Citizen Accountability Committee for the Project.

2. Roles and Responsibilities

The County's role is to provide overall oversight and fiscal administration of the bonds. C800's role is to provide responsible project management of the public safety radio system upgrade and radio replacement elements through its Board and assigned staff representatives.

County Responsibilities:

- a) Assign a County Lead Project Manager to the project, initially the Deputy County Administrator (County Lead).
- b) Implement bond issuance(s) and disclosures; debt may be issued in multiple series.
- c) Invest the bonds in accordance with the County's investment policy.
- d) Provide oversight, compliance, and accountability related to the expenditure of bond proceeds.
- e) Provide overall fiscal management, tracking and reporting consistent with financial and procurement compliance requirements.
- f) Collaborate with assigned C800 staff regarding the management of the replacement/upgrade of the public safety radio system.
- g) Review and comment on or approve procurement project scopes and all change orders and scope modifications pursuant to Section 7 of this Agreement.
- h) Review and approve eligible reimbursement requests and maintain project files for at least the term of any bond funding (including refunding bonds) plus three (3) years.
- i) Make approved disbursement of bond proceeds to C800 for eligible expenses.

C800 Responsibilities:

- a) Comply with all bond requirements and County processes and procedures.
- b) Develop a comprehensive project plan, scope, calendar and cost estimates.
- c) Ensure County-approved C800 procurement rules (as attached hereto as Exhibit B) are followed for all elements of the project plan and obtain County approval for changes or variances from standard procurement processes, as more fully described in Section 4 below.
- d) Present change orders and/or scope modifications to the County for consideration and prior approval related to the public safety radio system project pursuant to Section 7 of this Agreement.
- e) Review and submit copies of all invoices with reimbursement requests.

INTERGOVERNMENTAL AGREEMENT
Clackamas County Public Safety Radio System Replacement Project Bond Funding

- f) Provide Project management and interface directly with County Lead.
- g) Maintain project files, including copies of all invoices and contracts related to the project, for at least the term of any bond funding (including refunding bonds) plus three years.
- h) Maintain and insure project assets in compliance with Section 13 of this Agreement.
- i) Appoint a County representative to sit on the Project Citizen Accountability Committee.

The County and C800 recognize the importance of this Project and will commit the necessary staff resources to ensure its success. C800 acknowledges that the bond proceeds will be the sole capital contribution from the County for the Project.

3. Project Plan

C800 will develop a comprehensive Project Plan that includes detailed scope, deliverables, cost, and timelines for all elements of the Project. Once approved by the County, the plan and any subsequent amendments thereto shall automatically and without need of further action replace Exhibit A to this Agreement. The County shall not be obligated to disburse funds under Section 5 until an initial Project Plan consistent with this Section is completed.

4. Procurement Process

All vendors and suppliers will be selected through the County-approved C800 purchasing rules and regulations as attached in Exhibit B (C800 LCRB Rules) and the applicable provisions of state law, including but not limited to ORS Chapters 279A, 279B, and 279C. Any changes to the C800 LCRB Rules must be preapproved by the County.

5. Bond Disbursement

Requests by C800 for bond disbursement to reimburse Project expenses that are within the agreed upon scope, cost, and timeline of the Project require joint approval by the County Lead and Finance Director. The County will disburse bond funds when the following requirements are met:

- (a) Bond Compliance: Requests are for items confirmed to be within the project scope preapproved by the County. The costs must be eligible expenditures under the bond covenants. Non-capital (operating) costs will only be covered to the extent that there are taxable bond proceeds available to reimburse these expenditures.
- (b) Performance: C800 has demonstrated timely delivery, receipt, or provision of approved goods or services to the County's satisfaction.
- (c) Reimbursement Requirements: C800 has followed the reimbursement requirements outlined in Section 6 of this Agreement.
- (d) Change Orders: C800 has followed the change order requirements outlined in Section 7 of this Agreement.

6. Reimbursement Requests; Approval Process

C800 shall make Reimbursement Requests for expenditures for the Project using a completed Reimbursement Request Form accompanied by a brief narrative about the expenditures, invoice(s), receiving document(s), and proof of payment. C800 will submit reimbursement requests to the County Lead via mail or email no more than once monthly, but not less than quarterly. Requests are due no later than fifteen (15) days after the month or quarter ending.

Reimbursement Requests will be reviewed to ensure compliance with bond requirements. Expenditures will be deemed either eligible or ineligible for reimbursement. Additional documentation maybe requested. The County Lead and County Finance Director must jointly approve any reimbursement request before bond funding will be disbursed. Once approved, the County Finance Department will process the disbursement of applicable bond funds to C800 through their normal accounts payable process.

INTERGOVERNMENTAL AGREEMENT
Clackamas County Public Safety Radio System Replacement Project Bond Funding

7. Change Orders

C800 will promptly notify the County of any proposed change orders and disputes with contractors or subcontractors. C800 will present any change orders that deviate from the agreed upon project scope, cost, or timeline to the County Lead for consideration and approval. The County Lead will forward any major changes will be forwarded to the County Board of for consideration and approval. A “major change” is defined as: a) any cost change in excess of \$150,000; or b) change in scope, cost, or timeline referred to the Board of County Commissioners by the Citizen Accountability Committee.

8. Audit; Financial Controls

In its annual audit, C800 shall include a review of the Project accounting and financial controls, and shall provide the County with a copy of the annual audit report, no later than thirty (30) days after the completion of the audit. C800 shall provide interim unaudited financial reports (Balance Sheet and Statement of Revenues & Expenses) to the County Lead on a monthly basis, during the life of this Agreement

9. Ownership of Assets

C800 will own all assets purchased or constructed with bond proceeds and will account for such assets in its accounting records. If any of the following events occur prior to the full repayment of the bonds, all assets purchased with the bond funds automatically and without further action revert to the ownership of the County:

- (a) C800 becomes insolvent;
- (b) C800 suffers or consents to or applies for the appointment of a receiver, trustee, custodian, or liquidator of C800 or any material part of the C800’s property;
- (c) C800 becomes generally unable to pay or fails to pay its debts as they become due;
- (d) C800 makes a general assignment for the benefit of creditors;
- (e) C800 files a voluntary petition in bankruptcy or seeks to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code or under any state or other federal law granting relief to debtors, whether now or hereafter in effect;
- (f) Any involuntary petition or proceeding pursuant to the Bankruptcy Code or any other applicable law relating to bankruptcy, reorganization, or other relief for debtors is filed or commenced against C800 and is not dismissed, stayed, or vacated within 60 days after the filing or C800 files an answer admitting the jurisdiction of the court and the material allegations of any such involuntary petition;
- (g) C800 is adjudicated a debtor in bankruptcy, or an order for relief is entered by any court of competent jurisdiction under the Bankruptcy Code or any other applicable state or federal law relating to bankruptcy, reorganization, or other relief for debtors; or
- (h) C800 takes any corporate action authorizing, or in furtherance of, any of the foregoing.

C800 agrees that it shall take all action necessary to effectuate the transfer of such Project assets to the County when required pursuant to this Section 9.

10. Progress Reports

As soon as feasible after this Agreement takes effect, the C800 project team will establish significant milestones for project completion and transmit them for review and approval to the County Board of Commissioners and the Citizen Accountability Committee. Written Progress Reports on the established milestones will be provided on a quarterly basis to the County Board of Commissioners and the Citizen Accountability Committee.

INTERGOVERNMENTAL AGREEMENT
Clackamas County Public Safety Radio System Replacement Project Bond Funding

11. Right to Inspect Records

C800 shall maintain a reasonable accounting system that enables the County to readily identify C800's assets, expenses, costs of goods, and use of funds associated with the Project. The County and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; chargeback logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. C800 shall at any time requested by the County, whether during or after completion of this Agreement, make such records available for inspection and audit (including copies and extracts of records as required) by the County. C800 shall ensure the County has these rights with C800's employees, agents, assigns, successors, contractors and subcontractors, and the obligations of these rights shall be explicitly included in any contracts, subcontracts or agreements regarding the purpose of this Agreement and/or completion of the Project.

12. Assignment

The rights and obligations of C800 under this Agreement may not be assigned in whole or in part without the prior written consent of the County.

13. Property Maintenance and Insurance

C800 shall be responsible for maintaining all assets purchased or constructed pursuant to this Agreement. All real property, radio towers, operating systems, equipment and components shall be maintained in accordance with manufacturer's specifications and maintenance cycles, industry standards and guidelines for similar or like items, and in a manner satisfactory to County requirements. Troubleshooting problems, repair, and replacement shall be performed on an as-needed basis, but all systems, equipment and components exhibiting the possibility of potential failure shall be repaired or replaced at the soonest possible opportunity to prevent system failures

C800 shall maintain an inventory of Radio System assets subject to this Agreement; notify the County of any loss or damage; and secure prior approval from the County for disposal of such assets. Within one (1) year of this agreement, C800 shall submit an asset management plan to the County covering any and all assets procured or to be procured with bond funds. This asset management plan will become the basis for maintenance reimbursements throughout the life of the bond.

C800 shall provide insurance for all assets purchased and utilized under the terms of this Agreement. The type and amount of insurance shall be maintained at the same levels as C800 maintains for other similar assets. Clackamas County, its agents, officers, and employees shall be a named as additional insured on the insurance policy as regards the Project assets. Proof of insurance shall be submitted to the County Lead no later than the submission of the first reimbursement request.

14. Term of Agreement

Unless earlier terminated by mutual agreement, this Agreement shall terminate upon retirement of the bonds or the life of any refunding of same, whichever is later.

15. Disposition of Unused Funds

Upon termination of this Agreement, at the County's discretion, any unspent bond funds and any interest accrued shall be retained by the County.

INTERGOVERNMENTAL AGREEMENT
Clackamas County Public Safety Radio System Replacement Project Bond Funding

16. No Third-Party Beneficiaries

This Agreement shall be solely between C800 and Clackamas County. No benefits are intended for, nor shall any benefits accrue to, any third party as a result of this Agreement.

17. Duty to Cooperate; Remedies for Breach

If a conflict arises between the parties in the implementation of this Agreement, the parties agree to work in good faith toward a cooperative resolution. If, despite good-faith efforts to work cooperatively, either party fails or refuses to complete its obligations under this Agreement, the party not in breach shall have all remedies available at law to compel compliance by the other party and to recover monetary damages necessary to make the non-breaching party whole. In addition to any other remedy available at law or equity, failure of C800 to meet the obligations set forth herein shall allow the County to require the disgorgement, return, or repayment of funds received under this Agreement promptly, but in any case no later than sixty (60) days.

18. Amendment.

This Agreement may be amended by mutual agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

19. Hold Harmless

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.330), C800 shall hold harmless and indemnify the County, its officers, elected officials, employees, and agents against any and all claims, damages, losses and expenses, arising out of, or resulting from C800's own acts or omissions.

20. 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.

SIGNATURE PAGE FOLLOWS

INTERGOVERNMENTAL AGREEMENT
Clackamas County Public Safety Radio System Replacement Project Bond Funding

SIGNATURE PAGE

DATED THIS _____ day of _____, 2016.

Clackamas County Board of Commissioners

Clackamas 800 Radio Group

John Ludlow, Chair

Fred Charlton, Chair

Approved as to form:

Approved as to form:

Chris Storey, Assistant County Counsel

Eileen Eakins, C800 Attorney

**INTERGOVERNMENTAL AGREEMENT
Clackamas County Public Safety Radio System Replacement Project Bond Funding**

EXHIBIT A

**DRAFT PROJECT PLAN FOR
CLACKAMAS COUNTY/C800 INTERGOVERNMENTAL
AGREEMENT**

Regarding

**Clackamas County Public Safety Radio System Replacement
Project Bond Funding**



11300 SE Fuller Rd
Milwaukie, Oregon 97222
(503) 780-4806
C800.ORG

November 22, 2016

C800 User Agencies

Clackamas Fire District #1
Chief Fred Charlton
Chair C800

Boring Fire District
Chief Fred Charlton

Canby Fire District
Chief Jim Davis

Canby Police
Chief Bret Smith

Clackamas County Sheriff
Sheriff Craig Roberts

Estacada Fire District
Chief Bob Morrissey

Gladstone Police
Chief Jeff Jolley

Gladstone Fire
Chief Tom O'Connor

Lake Oswego Fire
Chief Larry Goff

Lake Oswego Police
Chief Don Johnson

Milwaukie Police
Chief Steve Bartol

Molalla Fire District
Chief Vince Stafford

Molalla Police
Chief Rod Lucich

Oregon City Police
Chief Jim Band

Sandy Fire District
Chief Phil Schneider

Sandy Police
Chief Kim Yamashita

TVFR
Chief Mike Duyck

West Linn Police
Chief Terry Timeus

American Medical Response
Ben Sorenson

Lake Oswego Communications
/ LOCOM
Leslie Taylor,

Clackamas 9-1-1 Dispatch
CCOM
Bob Cozzie, Director

John Hartsock, Manager C800

In accordance with Article 3 of the Intergovernmental Agreement, between Clackamas County (County) and Clackamas 800 Radio Group (C800) for the Clackamas County Public Safety Radio System Replacement Project Bond Funding (Project), C800 shall provide a Project Plan (Plan).

C800 will develop a comprehensive project plan that includes detailed scope, deliverables, cost, and timelines for all elements of the Project. Once approved by the County, The plan shall automatically and without need of further action replace Exhibit A to this Agreement. The County shall not be obligated to disburse funds under Section 5 until such Project Plan is completed.

The following is the Project Plan:

Section 1 - Project History

Section 2 - Project Scope

Section 3 - Deliverables

Section 4 - Cost

Section 5 - Timelines

Section 1 - PROJECT HISTORY:

REGIONAL RADIO PARTNERSHIP: In 2010 C800, WCCCA (Washington County Consolidated Communications), City of Portland, and CRESA (Clark Regional Emergency Services) all realized that their respective public safety communications systems would need to be replaced in near future do to age, looming lack of support and technology advances to digital that have occurred since these systems were implemented. The four organizations formed a partnership named the Regional Radio Partnership. The goal of the partnership was to determine the future public safety communications system needs for the greater Portland region.

REGIONAL PUBLIC SAFETY RADIO SYSTEM HISTORY:

- In 1993 the City of Portland implemented a Multnomah County wide 800 MHz public safety communications system. This project was funded by City debt issuance.
- In 1994 WCCCA (Washington County, Oregon) implemented a county wide 800MHz public safety communications system. The project was funded by a voter approved serial levy.
- In 1996 CRESA (Clark County, Washington) implemented a county wide 800MHz public safety communications system. This project was funded by an increase in the local sales tax
- In 2002 C800 (Clackamas County, Oregon) implemented a county wide 800MHz public safety communications system. The project was funded by a Clackamas County issuing debt which was repaid by the C800 Partners via user fees.
- In 2002 C800 and WCCCA formed a partnership via Intergovernmental Agreement to couple the two systems together which reduced capital cost and operating cost. WCCCA Technical Services manages and maintains the combined systems.

These four new systems replaced a multitude of aging, independently operated 450MHz / UHF and 150MHz/VHF systems owned by the various public safety jurisdictions within the four counties.

REGIONAL RADIO SYSTEM STUDY: The partnership obtained a \$1.1M FEMA (Federal Emergency Management C800) / PSIC (Public Safety Interoperability Communication) grant to retain a consulting firm with the appropriate technical expertise to conduct a comprehensive assessment and provide recommendations for a public safety communications system for the region.

The partnership prepared and published a request for qualifications to which eleven firms from across the country replied. From the eleven firms three were short listed to provide a comprehensive proposal. All three firms are nationally recognized public safety communication system planning, procurement, project management, and commissioning experts.

Note that radio equipment vendors were not allowed to participate in the consulting work.

IXp from Cranbury, New Jersey was chosen by the evaluation committee to perform the work.

The partnership also prepared and published a request for proposals for project management firms to coordinate and oversee the work of the technical consultant. Deltawrx, Los Angeles, CA was chosen by the evaluation committee to perform the work. It should be noted that Deltawrx also has extensive experience in public safety communication systems planning, procurement, project management, and commissioning.

WHY DO THE RADIO SYSTEMS NEED TO BE REPLACED?

1. **Maintain Interoperability:** The Federal and State governments are requiring interoperability between all public safety systems. The Region enjoys effective interoperability with its current systems. However, as some of the partners and adjacent jurisdictions upgrade their technology this current interoperability will be lost.
2. **End of Life of the Equipment:** As happens with all electronic technology, the equipment in these four systems has either been phased out, or is being phased out by 2017 to a digital solution. This means technical support, repairs, upgrades, and parts by the manufactures are will be no longer available.
3. **Technology Advancement:** The current systems are mid 1980's based analog technology which is now approaching thirty years old. Without vendor support for repairs and replacement parts these systems will become unsupportable and eventually begin to fail. The result will be loss of some or all the critical elements of the current communications systems. The rate or magnitudes of failures or resulting impacts are not easily predictable.
4. **Population Growth:** The region's population has significantly increased since 1990 and continues to increase. This increases the service area of law enforcement and Fire/EMS personnel and the need for additional radio and data communications coverage.

REGIONAL RADIO RECOMMENDATIONS: IXP's approved work product and deliverables included:

- 1) **Needs Assessment Report** – (Interviews and surveys of user agencies and field personnel),
- 2) **Legacy System Characterization Report** – (Site visits and evaluation of existing systems),
- 3) **System Alternatives and Recommendation Report** –
 - Move to a digital 800/700MHz trunked platform which is P25 compliant to allow a multi-vendor solution.
 - Comply with State and Federal interoperability requirements.
 - Accommodate population growth by adding additional radio coverage.
 - Improve the limited “in building” radio coverage to key buildings such as schools, hospitals, retail centers, and large office buildings.
 - Add an LTE broad band mobile data layer.
- 4) **Functional Requirements Report**, –
 - Provide on the hip portable radio coverage across all four counties.
 - Provide an additional 12dB of signal for in building coverage within all urban growth boundaries.
 - Provide LTE broadband mobile data.
- 5) **Conceptual Design**,
- 6) **Cost Analysis Report**,
- 7) **Cost of Operations Document**, and
- 8) **Business Plan**.

IXp's recommendation was to consolidate and create one system for the four-county area.

The Regional Radio System Partnership, after careful deliberation, determined that a "system of systems" approach would be more effective than one, single, multi-county / multi-state system. The "System of Systems" approach allows each entity to own and operates their own system but to share resources where possible while ensuring compatibly and interoperability between systems.

The Regional Radio System Partnership continues with a mission to coordinate these systems.

CURRENT RADIO REPLACEMENT APPROACH FOR - PORTLAND / CRESA / WCCCA / C800:

	Portland	CRESA	WCCCA	C800
Service Area	466 sq. miles	656 sq. miles	726 sq. miles	1879 sq. miles
Population	766,135	443,817	550,990	383,857
Law Enforcement / Fire Agencies	13	20	19	16
Number of Cities	6	8	12	7
Vendor	Motorola	Motorola	TBD	TBD
Status	Complete	90% Complete	Planning	Planning

CITY OF SALEM:

The City of Salem in this same time frame determined that it too needed to update its public safety radio system. Salem has chosen to procure an 800MHz Project 25 trunked radio system as well which effectively enlarges the Portland regions "System of Systems" approach. They have chosen Motorola as their vendor and are in the planning stages.

Section 2 - Project Scope:

General Overview:

- The conceptual design of the Project is to maintain and expand the existing public safety radio coverage and to address the potential for system performance loss for going from analog to digital.
- Based on radio propagation studies the design adds 14 new sites for enhanced coverage and in building coverage improvements.
- Due to the technology and the age of the microwave system as well as the added radio sites the design includes the replacement of the microwave system.
- The design is based on an APCO Project 25 (P25) Phase 2 simulcast solution. Utilizing Phase 2 vs. Phase 1 now is to avoid the upgraded at a future time and to gain additional talk channels.
- The design will be deploying a geo-redundant master site and geo-redundant prime sites for sustainability.
- The design includes the replacement of the dispatch console systems at LOCOM and CCOM.
- The design includes the development of a backup dispatch system to be utilized in disaster situations
- The design includes a dedicated antenna system for the Clackamas County Jail to insure coverage
- The basis for design is a Motorola Astro Project 25 system including its feature sets and interoperability options. As the balance of the systems in the Portland Metropolitan area (City of Portland / CRESA / Salem) have chosen to utilize Motorola it is imperative that the C800/WCCCA system be 100% compatible and interoperable to maintain officer safety.
- The Project will provide a portion of the replacement portable and mobile radios for all police and fire personnel, the user agencies are responsible for the balance.
- The Project includes purchasing long term warranty services and system upgrades and technology refresh on every 2-year basis for 10 years.
- The Project includes the replacement of the paging notification system.
- The Project is a joint venture between C800 and WCCCA in accordance with the Intergovernmental Agreement between the agencies.

System Design: Based on the work of IXP, from the Regional Radio Partnership study, C800/WCCCA personnel utilized the Functional Design and Conceptual Design reports to build the basis of the proposed system. The team set the system performance requirements or coverage considerations to be a portable radio worn on the hip with reliability 97% of the time over 90% of the area with a Digital Audio Quality (DAQ) of 3.4.

Coverage considerations dictate the number and locations of our radio sites. The frequency availability and traffic patterns determined that the system should be simulcast. Simulcast means that the radio transmission is transmitted from multiple sites at the exactly same time so that anyone within the coverage area can hear or talk back. Coverage engineering may be the most complex area of the radio system specification and design process.

There are many ways to describe coverage performance. It is typically done in several different ways, which together describe what our user can reasonably expect when the new system is implemented. Delivered Audio Quality (DAQ) is the most common signal quality measure in P25 for Public Safety.

DAQ	Definition
1	Unusable. Speech present but not understandable.
2	Speech understandable with considerable effort. Requires frequent repetition due to noise or distortion.
3	Speech understandable with slight effort. Requires occasional repetition due to noise or distortion.
3.4	Speech understandable without repetition. Some noise or distortion present.
4	Speech easily understandable. Little noise or distortion.
4.5	Speed easily understandable. Rare noise or distortion.
5	Perfect. No distortion or noise discernible.

For Public Safety, the accepted objective is to provide DAQ 3.4 over the service area. DAQ 3.4 is defined as “speech understandable with repetition only rarely required, and with some noise and/or distortion.” A lower DAQ (for example 3.0) may require excessive speech repetition while a higher value (for example 4.0) may require a prohibitively high level of infrastructure investment.

Further the user community requested improved communications within buildings particularly Schools / Hospitals / Government Buildings / Large Retail Buildings / Large Commercial Buildings. To provide this additional coverage over the entire service area (Clackamas County) was prohibitively expensive. It was determined that providing this additional coverage within established UGB’s (Urban Growth Boundaries) would be acceptable to the users. It was determined that an additional signal level or power of 12dB would achieve one wall penetration. If additional coverage is required building owners will need to add in-building amplification systems as required by the Oregon Building and Fire codes.

C800 has 11 existing sites. The team utilized computer design software to predict where additional sites would be required to meet the desired coverage and performance model. Based on these predictions 14 additional sites were located. (See attached maps showing Portable at the Hip and Mobil coverage. Note the maps also show the WCCCA sites as the sites in both systems combine to meet our coverage predictions.)

The system is segregated into Cell’s to place radios in geographical areas to meet predicted radio traffic and more economically design the system. The following is a list of the proposed sites and the number of radios at each site.

C800 Simulcast Cell A	# of Radios	C800 Simulcast Cell B	# of Radios	C800 Simulcast Cell East	# of Radios	C800 Simulcast Cell C	# of Radios
Carver	10	Canby	8	Brightwood	8	Angel Falls	8
Damascus	10	Estacada Day Hill	8	Crutcher Bench	8	Oak Grove Butte	8
Wilsonville Tank	10	Highland Butte	8	Tom Dick & Harry	8	Whale Head	8
Mount Scott	10	Redland Road	8	Lenhart Butte	8		
Mountain View	10			Timberline	8		
Pete’s Mountain	10						
Sandy	10						
View Acres	10						
Skyline or Cooks Butte	10						
Goat Mtn ASR	8	Sawtell ASR	8				

The final radio system design will also include VHF / UHF / and 700/800MHz federal interoperable radios for back up and disaster management.

The radio system design includes appropriate spares, test equipment, staff training, and an asset management system to insure equipment control.

NOTE: The Radio System design outlined here will be augmented with final System Design documents from the selected radio system vendor.

The team has designed an 11GHz microwave communications loop between the radio sites to facilitate communications between the sites and to the prime sites at Clackamas County Communications (CCOM) and WCCCA.

NOTE: The Microwave System design outlined here will be augmented with final System Design documents from the selected microwave system vendor.

The design includes a 48V DC power system at each site to operate the radio system. This is comprised of a 2000 Amp Hour battery stack and rectifier charging system to maintain the batteries.

There is a CCTV system at each site for security along with other security and alarm functions to manage and control the site.

NOTE: The CCTV / Security / Alarm System designs outlined here will be augmented with final System Design documents from the selected vendors.

Site Designs: The typical project radio site is a 2,500sq ft. compound enclosed by a chain link fence. The site contains a 12'x24' pre-cast concrete communications shelter to house the radio equipment. The shelters contain redundant HVAC units to heat and cool the structures. There is also a 150' or 180' lattice type communications tower (based on site specifics) with transmit and receive antennas and microwave dishes. The towers are designed to with stand a min of 90mph wind and ice accumulation (based on location), and level 4 seismic movement. These sites are considered "Essential Facilities" by the Oregon Building Code which imposes significantly greater design requirements for survivability in seismic and wind events. There is an emergency backup generator with a 1,000gal propane fuel supply as backup power in the event of losing utility power.

Existing Sites: Existing sites will be evaluated on a site by site basis to determine upgrades required to meet current requirements. All existing towers will be evaluated to determine if upgrades are required to meet loading and seismic stability and survivability. At a minimum existing generators, more than five years old, will be replaced and all fuel tanks increased to 1,000 gal. Existing 48V battery systems will be upgraded to current technology and battery strings more than 5 years old will be replaced.

Section 3 – Deliverables

The following outlines the Project deliverables by project component:

1. Project Management

The Project Manager shall be responsible for providing the overall program coordination, scheduling, and cost oversight and the successful implementation of all key project elements. The Project Manager shall establish project priorities and goals for project performance including budget and schedule limitations and oversee projections for and timely achievement of milestone completion dates for project.

The Work shall include be not be limited to:

- a. Develop and maintain a master schedule of all project elements depicting key milestones, project progress, resource utilization, and project cost. All to be tracked and reported periodically, in a time progressive manner.
- b. Develop and maintain a master financial schedule of all assigned projects to track individual project budget totals and cash flow.
- c. Develop and support the implementation of policies and procedures for project operations
- d. Manage the various project elements via their respective project managers that are assigned by the vendors as contracts are established and set in motion.
- e. Generate and distribute (minimum of monthly)/present periodic summary/management reports that clearly communicate the projects status, costs, progress, issues, or concerns and any corrective actions or counter measures as may be needed to maintain the master schedule.
- f. Call and oversee periodic project meetings (minimum of one per month) with all others responsible for one or more key project element, collect status, create and assign actions items as needed, generate action reports and track and close all actions. Elevate any action or issue that impacts the overall schedule in a negative manner.
- g. Attend meetings with land owners/potential land owners, public officials, and contractors as needed to assist the Site Acquisition and Design consultants to secure lands, and permits for the construction of communications sites.
- h. Attend status meetings with C800, management and/or staff to provide timely and accurate project status and progress.
- i. Aid and/or advice in the development and execution of the procurement process as appropriate, for each key project element.
- j. Coordinate with WCCCA and/or C800 Technical Staff to ensure deliverables/assignments are scheduled and coordinated to maintain project flow.
- k. Coordinate FCC frequency licensing and allocation, and coordinate fleet mapping.

2. Site Acquisition / Permitting / Entitlement:

Completed site acquisition and required land use and construction permits for designated sites. The work shall include but not be limited to:

- a. Provide management and administration for the land acquisition and entitlement process for the use of communication sites required by C800. Define and manage the site identification, due diligence, procurement or leasing, and permitting of new public safety communication facilities, and provide financial tracking, forecasting and billing as per C800 contract terms.

- b. Assist in acquiring clear land title/site lease/shared use agreement for the selected candidate sites and assist in negotiations for land purchase or option/ lease/ license agreement.
- c. Prepare an analysis of lease vs. purchase option for C800's consideration prior to negotiations being initiated for a site.
- d. Ensure proper flow of information concerning site acquisition, permitting and notice to proceed to construction with C800 to facilitate a smooth and efficient transition to construction and project closeout.
- e. Negotiate site acquisition to meet C800 guidelines. Work with third party site design personnel and C800 to resolve business related issues. Gain legal approval from C800 Counsel and/or aid in negotiation and resolution of business and legal issues.
- f. Serve as a point of contact for the community and/or government permitting agencies.
- g. Manage the preparation and filing of all entitlement applications and obtain landlord/owner signatures as required.
- h. Oversee the completion of zoning and permit applications for submittal to jurisdictions and coordinate the zoning process with C800 and related contractors.
- i. Manage the coordination, scheduling and tracking of site visits for C800 technical staff, authorized contractors, consultants or engineers until the permitting process is complete.
- j. Coordinate, order and track due diligence activities including but not limited to title, environmental reports, regulatory reports, lease exhibits and engineering plans required for zoning and building permit approvals.
- k. Manage preparation and update of site status reports/databases, site close-out packages, and attend C800 project meetings as required.
- l. Build a working relationship with land owners, as well as federal, state, and local governmental agencies as appropriate; preparing and presenting proposals and gauging their motivation for the project.
- m. Prepare, route and file all recording documents and administrative paperwork necessary to complete the site acquisition process.

3. Site Design and Engineering:

Provision of engineering services (civil/electrical/structural / landscape and others as necessary) required to develop plans and specifications for: a) land use submissions and approvals; b) building permit submittal and approval; c) competitive bid packages; d) construction administration for the construction of public safety communication sites which are considered essential facilities. Services shall be aligned with the stringent requirements associated with public safety communication's systems and shall ensure full compliance with Motorola R56 Site Standards, local, state and federal codes and regulations as applicable. The work shall include providing:

- a. Plans, associated details and specifications for all elements including but not limited to:
 - i. Vicinity map / zoning map
 - ii. Site plan depicting the building, tower, generator and fuel source, fencing, utilities and ingress and egress routes
 - iii. Grading and Erosion control plan
 - iv. Tower/site grounding plan including external and internal one line depictions and ground buss details (internal and external) that is compliant to Motorola R56 Site Standards Elevations (building & tower) as designed by a registered professional engineer

- v. Shelter floor plan/layout and foundation design
 - vi. Tower, generator, fuel tank and associated foundation structural design
 - vii. Tower antenna, mounts, lines and hardware plan/schedule
 - viii. Detailed antenna system schematics (insets) including Azimuth and Elevation for each antenna
 - ix. Electrical plan including utility service requirements
 - x. Site fencing plan and associated details
 - xi. General Notes, contact information and requirements including a legend for abbreviations and symbols.
 - xii. Photo Simulations
- b. Jurisdictional application/process: The Consultant will support C800's site acquisition consultant in the entitlement and permitting process including but not limited to:
- i. Development of preliminary plans for and attending Pre-Application Review/Meetings and making corrections as required by the jurisdiction to obtain approval;
 - ii. Completion of required plans, specifications, and other documentation required for building permit application/plan review and corrections as required by the jurisdiction to obtain the building permit;
 - iii. Design review presentations as required

4. Survey:

Provision of survey services by an Oregon licensed Surveyor including but not limited to:

- a. FAA 1A Certification for the proposed tower structure at the site per FAA standards. The certification will list the geographic coordinates of the structure, the ground elevation and the height of the proposed tower.
- b. Initial topographic survey of the tower site locating existing trees, fences, buildings and other improvements as depicted on the preliminary plans. The extents of the survey will be further defined during the initial site visit. Proposed power and telephone connections will also be located as directed by the C800 representative. Utilities marked out by the locate services will be located and shown on the survey. Easements and other plottable exceptions listed in a client provided title report will be shown on the survey.
- c. Final Survey based on a site plan provided by C800, (an update to the Initial Survey) of the site showing the compound area and access/utility easements. A legal description of the lease area and access/utility easement will be provided.
- d. Construction Survey shall include staking services of placing hubs and lathe at: compound corners, shelter corners, tower center and north offset, and access and utility route.

5. Geotechnical Investigation and Recommendations / Environmental Studies:

Provision of Geotechnical investigations including field exploration, laboratory testing, foundation recommendations. To perform soils restively testing to be utilized for grounding design. To complete environmental studies including an ESA Phase 1 study, NEPA, archeology, and tribal reviews in accordance with permitting jurisdictions.

- a. Field Exploration Obtain utility locates and procure any required permits from authorities having jurisdiction. Provide one boring or test pit as required for a complete site evaluation. Classify and log subsurface soil conditions in the test holes and obtain bulk samples for laboratory testing.

- b. Perform laboratory testing as required to determine soil classifications, allowable bearing pressures for short and long term loadings, active and passive soil pressures, friction coefficient, and related information for use by the structural engineer.
- c. Evaluate site seismic hazards including, but not limited to, site geology, subsurface conditions, faults, ground movement, liquefaction potential and related information as necessary for the structural engineer to design foundations and tower steel.
- d. Geotechnical report, provide design recommendations including, but not limited to, bearing capacities (short and long term), active and passive lateral pressures, friction coefficient, seismic recommendations, boring logs, laboratory test results, maps and supporting documentation.
- e. Perform a soils resistivity survey in accordance with ASTM method G57-06 / IEEE Standard 81. Provide a report which outlines the findings for use by the Electrical engineer to design the appropriate R56 grounding system.
- f. Perform NEPA, archeology reviews and tribal reviews in accordance with FAA requirements providing the required notifications and reports.
- g. On the US Forest and Bureau of Land Management sites perform NEPA studies per the directives in the Forest Service Handbook 1909.15, or the Bureau of Land Management NEPA Handbook H-1790-1, as appropriate. All projects shall involve continuous consultation and review with the appropriate overseeing federal agency. At the completion of each study the following studies shall be provided: A complete report, in electronic and/or physical form, ready for submission on a date to be determined. Project Management of the project to deliverable is the responsibility of consultant including creation of milestones. Consultant will provide progress reports via phone conference, email or office visit as needed. Other deliverables as C800 requests or as project requires.

6. Site Construction:

Based on plans and specifications developed under the Site Design and Engineering deliverable above the Project Manager shall develop and Invitation to Bid for the construction of the project scope depicted on the approved plans and specifications. This will be for new site development and for the retrofitting or remodeling of existing sites. The Invitation to Bid shall be advertised, bid, and awarded in accordance with C800's purchasing rules. The Project Manager will oversee the Site Construction and monitor progress and budget control, assure appropriate permits from local jurisdictions have been obtained. The Project Manager will arrange for independent testing and inspection services as required by the permitting jurisdiction.

7. Modular Buildings / Towers / Generators / 48V DC Power Systems / Site Alarms / Security Systems / Telemetry Systems / Network Management Systems:

Based on plans and specification developed under the Site Design and Engineering deliverable and design standards developed as part of the final Radio System Design the Project Manager shall develop individual Invitations to Bid for the procurement of the Modular Buildings / Towers / Generators / 48V DC Power Systems / Site Alarms / Security Systems / Telemetry Systems / Network Management Systems. The Invitations to Bid shall be advertised, bid, and awarded in accordance with C800's purchasing rules. The Project Manager will oversee the production of these items and coordinate the delivery of the items to the site and integration into the project.

8. Microwave Communications System:

The microwave communication system will be designed as part of a Design Build procurement and the requirements of the final Radio System Design. C800 procured and upgraded the existing microwave system in late 2015 due to technical issues. It is currently the intent to have that vendor design the

additional portions of the system to serve the new radio sites. The final design and procurement will include 28 additional paths. This will include microwave radios, antennas, installation, commissioning, and training.

NOTE: The Microwave System deliverable outlined here will be augmented with final System Design documents outlining deliverables from the selected microwave system vendor.

9. Simulcast Radio Equipment / Interoperable Radio Equipment / Master Site Radio Equipment / Console Equipment:

Simulcast Radio Equipment: The P25 simulcast radio equipment will consist of 202 base station radios located at the 25 sites as outlined above. Included with those radios will be racks to contain those radios, antenna systems and combiners, and associated equipment. Further the work will include installation, commissioning, and training for this equipment.

P25 Trunked System Architecture - The P25 simulcast cells and ASTRO 25 repeater sites connect back to the Project 25 master site IP core. Together, these sites provide wide-area coverage that exceeds coverage over what the existing 800 MHz analog system delivers. In Figure 1, note that each simulcast cell prime site and repeater site each have two links, one connected to the WCCCA 911 master site and the second connected to the CCOM master site location, as part of the Dynamic Systems Resiliency (DSR) functionality. Only two simulcast cells and one ASTRO 25 repeater site are shown to simply illustrate the concept of DSR geographic redundancy of the master sites and how they connect to the radio sites.

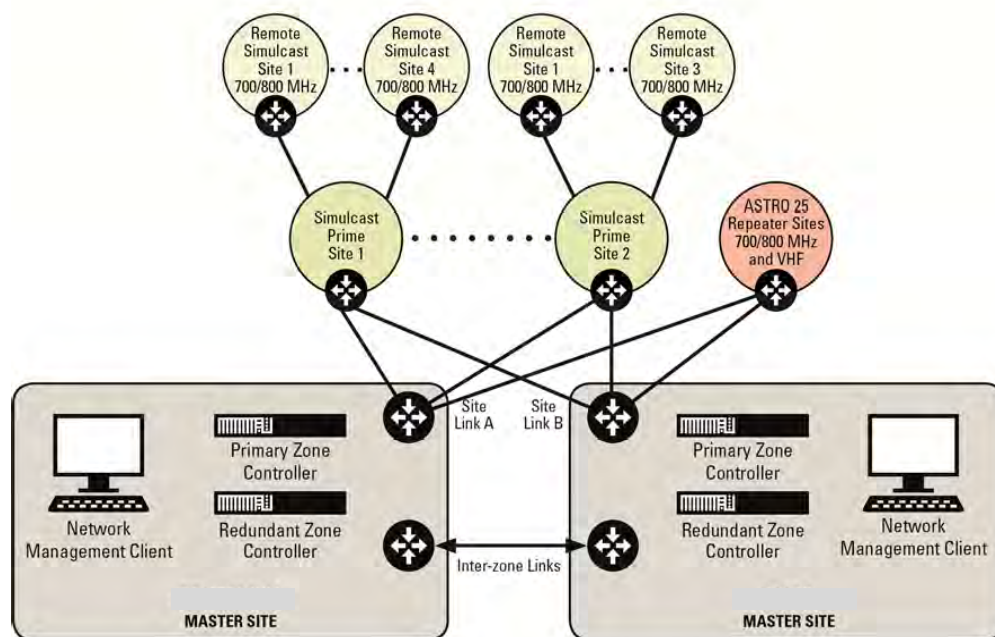


Figure 1 - High-Level Diagram of the P25 trunked Simulcast & ASR Subsystems

Trunked Simulcast Cells & ASR Sites - The proposed simulcast design maximizes the use of existing sites and RF infrastructure while offering industry-leading radio coverage performance through proven simulcast technology and design. The design allows for the greatest site separation distances between sites, which mean fewer simulcast sites are needed to cover a given area. Another benefit of simulcast systems is that the voting comparators automatically select the best site which enhances inbound (talk-in) coverage from radio users.

In Figure 2, the simulcast cells and ASR sites are shown once again connecting to the master sites, however, note the geographic redundant prime site controllers that are part of the proposed P25 trunked LMR system design. Geographic redundant prime sites controllers and voting comparators is known as “High Availability” simulcast

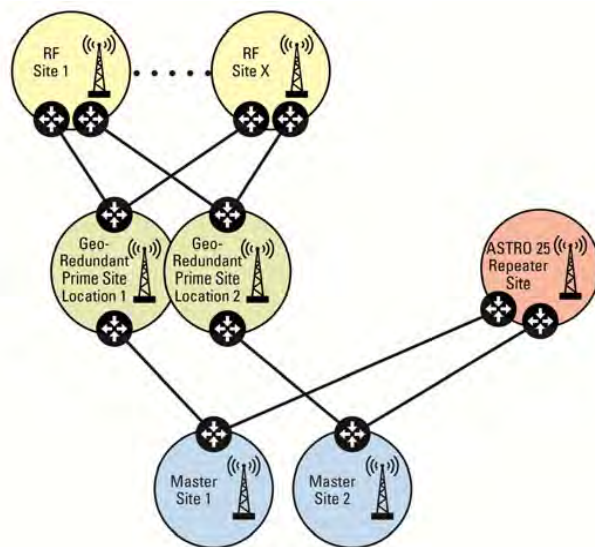


Figure 2 - High-Level Diagram of the P25 trunked Simulcast Cell & ASR subsystems

Simulcast Subsites - The GTR 8000 repeater system is at the core of the simulcast cells and ASR sites. The GTR 8000 platform requires low power, minimized rack space, and utilizes an IP based transport layer, which allows increased backhaul flexibility and capacity. Subscriber audio is received and packetized by the stations. The internal GPB 8000 provides both LAN routing and GPS services for each station at the site. The packetized audio is routed via the GPB 8000 and the local redundant site routers to the MPLS/microwave backhaul network. The microwave routes the audio to the active prime site to be voted.

ASTRO 25 Repeater (ASR) Sites - To supplement the wide-area simulcast coverage, standalone trunking repeater sites will provide localized facility and targeted fill-in coverage across the county. Each of the proposed repeater sites houses the same GTR-based hardware platform as the simulcast cell subsites. However, unlike the simulcast remotes sites, which connect to a prime site, the standalone trunking sites will connect directly to the master sites. These sites extend the P25 digital trunking coverage, and users will roam between the simulcast cells and repeater sites, without user or dispatch intervention.

Interoperable Radio Equipment This equipment will consist of 28 base station radios located at the 3 sites as outlined below. Included with those radios will be racks to contain those radios, antenna systems and combiners, and associated equipment. Further the work will include installation, commissioning, and training for this equipment.

There are three sites identified as interoperability sites which will contain new VHF, UHF, 700 & 800 MHz conventional base station equipment. These will all be wire-line controlled analog base station except for the 700 MHz stations, which operate in P25 digital mode. The four sites are as follows.

Timberline: 4 - VHF, 4 - UHF, 4 - 800 MHz, and 4 - 700 MHz stations

Goat Mtn: 2 - VHF, 2 - UHF, 2 - 800 MHz, and 2 - 700 MHz stations

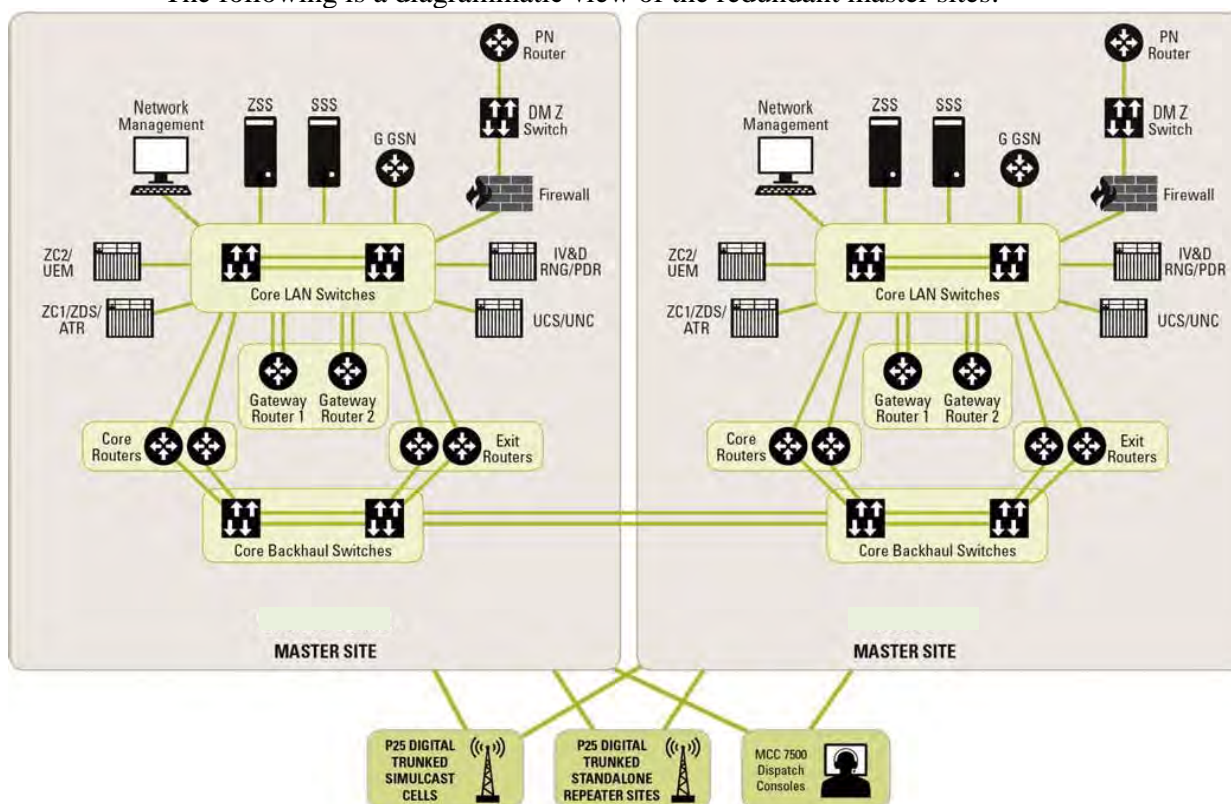
Mount Scott: 4 - 700 MHz stations

Each site has a combining and multicoupler w/TTA (Tower Top Amplifier) system employed, except VHF will have no TTA unit. The VHF & UHF banded stations will have their own antenna systems, while the 800 MHz & 700 MHz combining systems will share usage of the P25 trunked LMR (Land Mobile Radio) antennas. The P25 trunked LMR antennas have been selected to span the entire 700/800 MHz band which makes this possible.

Master Site Radio Equipment: This equipment processes calls and manages the system for the voice, data, and console subsystems. Two master sites will be utilized, with each master site providing backup for the other, one at CCOM and the other at WCCCA to provide geographic redundancy. The master sites will be designed to support the following features and functionality.

- a. Geographic Redundant Master Sites via Dynamic Systems Resiliency (DSR)
- b. High Availability Simulcast with Geographic Redundant Prime Sites and Comparators
- c. Integrated Enhanced Voice & Data
- d. Advanced Messaging System (AMS) and Client
- e. Ethernet IPv6 Redundant Site Links (one link to each master site)
- f. Inter System Subsystems Interface (ISSI) 8000 with Automatic Roaming in Redundant Configuration (one ISSI 8000 connects to each master site)
- g. Encryption Key Management Facility (KMF) in Redundant “box” Configuration on the Customer Enterprise Network (CEN)
- h. Customer Network Interface (CNI) in Redundant Configuration (each CNI connects to one master site)
- i. Network Management Clients (two at each master site location)
- j. MOSCAD network management w/two Graphical Workstations)

The following is a diagrammatic view of the redundant master sites:



Console Equipment: Replacement dispatch console systems at CCOM, and LOCOM, have been designed using the MCC 7500 console platform. The number of console operator positions (OPs) per each agency is.

- a. CCOM – 12 console OPs
- b. LOCOM – 9 console OPs

One additional MCC 7500 console for CCOM will be provided to serve as a proxy console position to allow MCC 7100 console positions outside the radio network interface to perform console functions via a VP connection to the radio system.

The console system supports P25 TDMA & FDMA trunking and conventional analog and digital operation. Additional features include:

- a. AES Encryption, including Over-the-Ethernet Keying on the console subsystem LAN network.
- b. Logging Recorder Interface & Recorder
- c. Instant Recall Recorder
- d. Dual Gateway Routers w/Ethernet links to support DSR master site redundancy
- e. Conventional Gateway ports to support legacy conventional operation and the Site Trunking Interoperability (IOP) control stations via 4W E&M interface.
- f. Conventional Gateway ports to interface to the new Interoperability base stations located at three of the P25 trunked LMR sites
- g. One locally controlled dual-band (800MHz/VHF) control station, with remote head at every OP position.

In addition to the MCC 7500 console system networks, a backup, portable MCC 7100 dispatch solution is desired by CCOM. The dispatch agency requires the capability of 8 console positions and given the portability requirement, the console PC's will be laptop computers.

NOTE: The Simulcast Radio Equipment / Interoperable Radio Equipment / Master Site Radio Equipment / Console Equipment deliverables outlined here will be augmented with final System Design documents outlining deliverables from the selected radio system vendor.

10 Paging

Paging system replacement includes an 800MHz paging system to upgrade the current technologies to improve performance. This system is currently not designed.

NOTE: The Paging system deliverable will be augmented with final System Design documents outlining deliverables from the selected paging system vendor.

11 Subscriber Radios:

Approximately 50% of the partner and member portable and mobile radios (300) will be paid for from the bond. The balance of the cost will be paid by the partner and member agencies from their funds.

12 Unified PTI:

This deliverable is for an application that can be added to a smart phone to allow the smart phone to access and utilize the public safety radio system. This item has not been designed.

NOTE: The unified PTI app deliverable will be developed with final System Design documents outlining deliverables from the selected radio system vendor.

13 Test Equipment / Spares

NOTE: The Test Equipment and Spares deliverable will be developed with final System Design documents outlining deliverables from the selected radio system vendor.

14 Asset Management

The deliverable for asset management is a computerized asset management system to track the 1,000's of components in the system, notifying of maintenance schedules and inventory management. This system is not yet fully defined.

15 Post Warranty / System Refresh Upgrade

Post Warranty is a one-time upfront cost for extension of manufacture warranty support for the radio system. This includes: technical support / infrastructure repair – depot maintenance / advanced replacement upgrades – i.e. maintains a level of spares.

System Refresh Upgrade - As with all electronics there is a constant need to periodically upgrade equipment and keep software current. This product is to cover those expenses for a ten-year period with upgrades every 2 years.

Section 4 – Cost

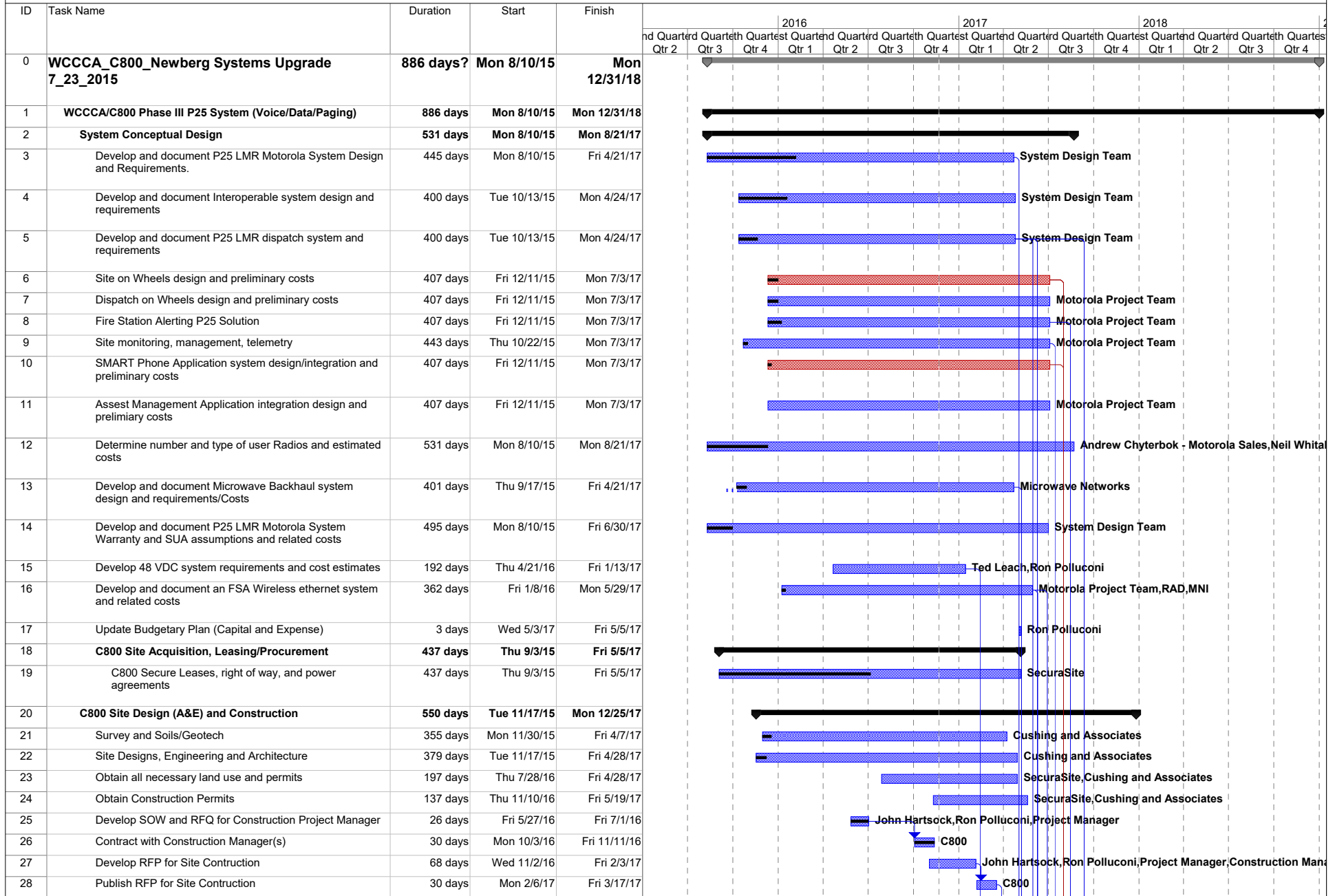
Project:	Radio System Upgrade		
Date:	10/1/2015	Updated:	42,690
Order:			
Project Manager:			

Item	Budget	Original Encumbrance	Additional Encumbrance / Change Order	Estimate to Complete	Estimated Total	(Over) Under Budget	Expended
Soft Cost							
Initial Requirements - Project	50,000	39,400	8,000	0	48,000	2,000	44,450.00
Project Edited					0		0.00
System Architecture -	10,000	30,000	40,000	0	70,000	(10,000)	8,832.31
System Architecture - Project -	250,000	17,000	219,750	0	231,750	13,250	91,177.15
System Project -	400,000	13,025	250,000	100,000	313,025	31,975	193,210.71
Governmental Expenses - Budget	100,000	8,050	20,000		28,050	71,950	51,300.00
System -	70,000	4,490	10,000	55,000	9,490	510	30,120.00
USFS Load Unload	10,000			10,000	10,000	0	
Load Unload	15,000	2,180		14,500	14,718	232	218.00
Project -	45,000			45,000	45,000	0	
Project	2,500			2,500	2,500	0	
Bid Advertisement	2,500			2,500	2,500	0	
Material Transport -	25,000			25,000	25,000	0	
Project Material	215,000			215,000	215,000	0	
Load Unload	30,000	12,000		18,000	30,000	0	1,575.00
Load Unload	20,000			20,000	20,000	0	0.00
Material	5,000			5,000	5,000	0	700.00
Sub-Total Soft Cost	1,350,000	124,233	548,350	562,500	1,235,083	114,917	490,133

Construction Cost							
S	9,200,000	310,3		8,889,34	9,200,000	0	233,218.05
G	5,800,000			5,800,000	5,800,000	0	
48VD	1,05,000			1,05,000	1,05,000	0	
L O A	18,000	17,500	0	0	17,500	500	17,511.75
E S	100,000	400		93,000	100,000	0	400.00
Sub-Total Construction Cost	16,183,000	334,536	0	15,847,964	16,182,500	500	257,129.80
Equipment Costs							
S E	14,928,000			14,928,000	14,928,000	0	
M S E	3,534,000			3,534,000	3,534,000	0	
	1,50,000			1,50,000	1,50,000	0	
B D	42,000			42,000	42,000	0	
S	1,200,000			1,200,000	1,200,000	0	
P	373,000			373,000	373,000	0	
S R	5,000,000	1,515,49		3,484,351	5,000,000	0	
U P T	188,000			188,000	188,000	0	
A M	119,000			119,000	119,000	0	
P W	3,100,000			3,100,000	3,100,000	0	
S R U	2,700,000			2,700,000	2,700,000	0	
T E	100,000			100,000	100,000	0	
M	3,38,000	40,19		2,91,831	3,38,000	0	39,783.28
T D E	0			0	0	0	
S S	1,34,000			1,34,000	1,34,000	0	
Subtotal Equipment Costs	38,050,000	1,921,818	0	36,128,182	38,050,000	0	369,783
B	1,000,000			1,000,000	1,000,000	0	
Subtotal Project Cost	56,583,000	2,380,587	548,350	53,538,646	56,467,583	115,417	1,117,046
Contingency	2,421,752			2,421,752	2,421,752	0	
Total Project Cost	59,004,752	2,380,587	548,350	55,960,398	58,889,335	115,417	1,117,046.30

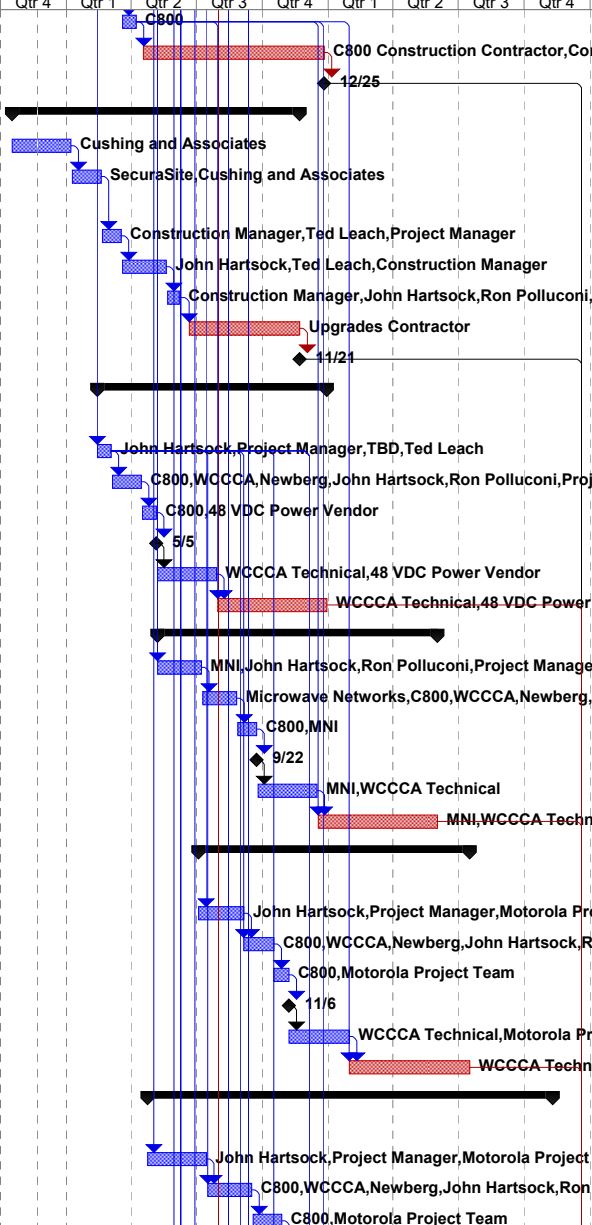
Section 5 – Schedule

Communications System Replacement Project
November 22, 2016



Communications System Replacement Project
November 22, 2016

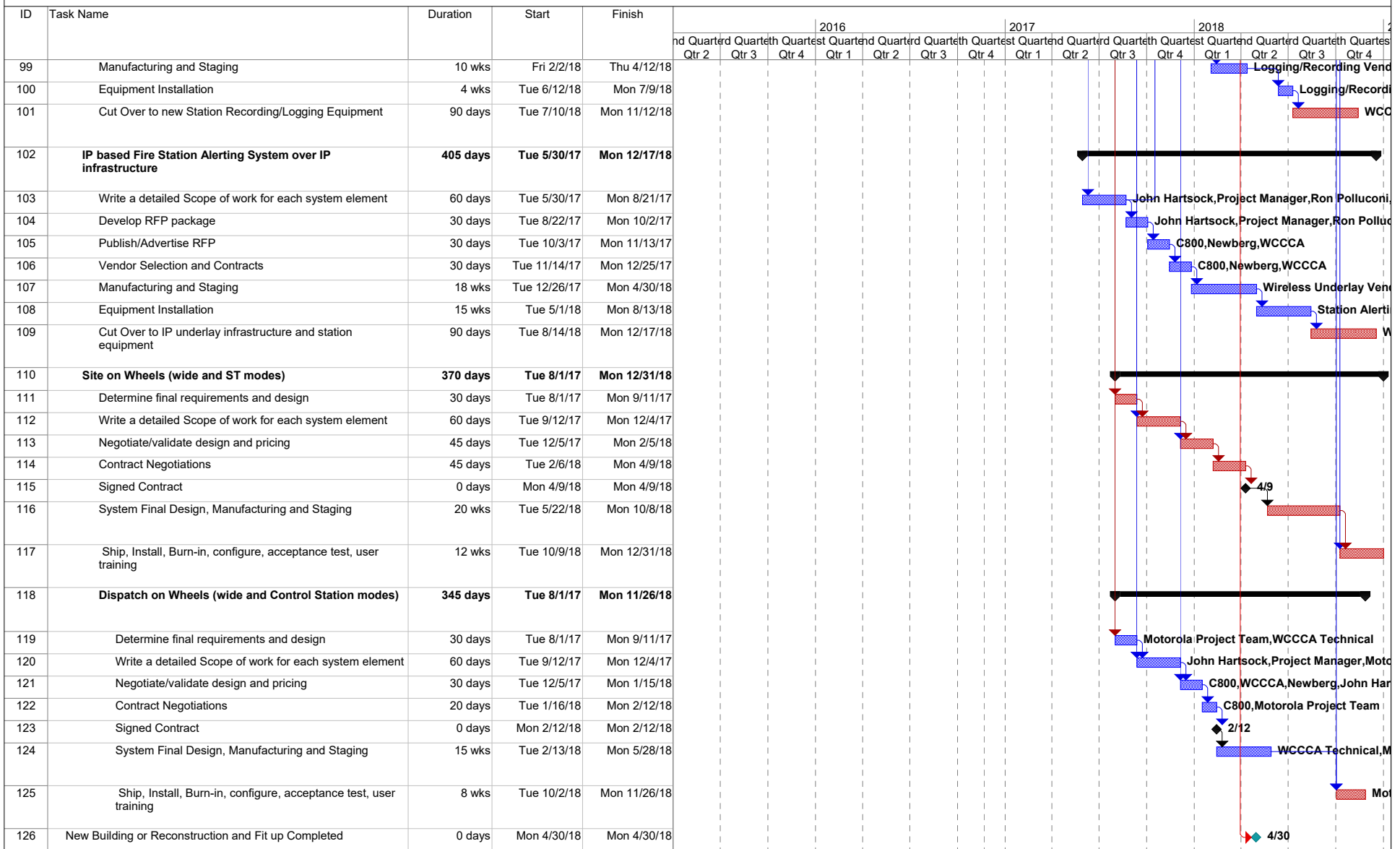
ID	Task Name	Duration	Start	Finish	2016												2017				2018			
					Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4					
29	Select Site Constuction Contractor(s)	15 days	Mon 3/20/17	Fri 4/7/17																				
30	Construct 11 communications Sites	36 wks	Tue 4/18/17	Mon 12/25/17																				
31	Communications Site Construction Complete	0 days	Mon 12/25/17	Mon 12/25/17																				
32	C800 Upgrade Existing Communications Sites	287 days	Mon 10/17/16	Tue 11/21/17																				
33	A&E and Structural as needed	60 days	Mon 10/17/16	Fri 1/6/17																				
34	Document upgrades and revisions and obtain CP's as needed	30 days	Mon 1/9/17	Fri 2/17/17																				
35	Develop RFP for Site 10 Site upgrades	20 days	Mon 2/20/17	Fri 3/17/17																				
36	Publish RFP for Site upgrades	45 days	Mon 3/20/17	Fri 5/19/17																				
37	Select Site Upgrade Contractor(s)	12 days	Mon 5/22/17	Tue 6/6/17																				
38	Upgrade 10 communications Sites	22 wks	Wed 6/21/17	Tue 11/21/17																				
39	Existing Site upgrades complete	0 days	Tue 11/21/17	Tue 11/21/17																				
40	C800 New/Replacement 48 VDC and Battery Backup Systems	230 days	Mon 2/13/17	Fri 12/29/17																				
41	Write detailed Scope of Work for all elements	15 days	Mon 2/13/17	Fri 3/3/17																				
42	Negotiate/validate design and pricing	30 days	Mon 3/6/17	Fri 4/14/17																				
43	Contract Negotiations	15 days	Mon 4/17/17	Fri 5/5/17																				
44	Signed Contract	0 days	Fri 5/5/17	Fri 5/5/17																				
45	Final Design, Manufacturing and Staging	12 wks	Mon 5/8/17	Fri 7/28/17																				
46	Field Install and Acceptance	22 wks	Mon 7/31/17	Fri 12/29/17																				
47	C800 New/upgraded Microwave Transport Equipment	280 days	Mon 5/8/17	Fri 6/1/18																				
48	Write detailed Scope of Work for all elements	45 days	Mon 5/8/17	Fri 7/7/17																				
49	Negotiate/validate design and pricing	35 days	Mon 7/10/17	Fri 8/25/17																				
50	Contract Negotiations	20 days	Mon 8/28/17	Fri 9/22/17																				
51	Signed Contract	0 days	Fri 9/22/17	Fri 9/22/17																				
52	Final Design, Manufacturing and Staging	12 wks	Mon 9/25/17	Fri 12/15/17																				
53	Field Install and Acceptance	24 wks	Mon 12/18/17	Fri 6/1/18																				
54	C800 New/upgraded alarms, security, telemetry, site management systems	270 days	Tue 7/4/17	Mon 7/16/18																				
55	Write a detailed Scope of work for each system element	45 days	Tue 7/4/17	Mon 9/4/17																				
56	Negotiate/validate design and pricing	30 days	Tue 9/5/17	Mon 10/16/17																				
57	Contract Negotiations	15 days	Tue 10/17/17	Mon 11/6/17																				
58	Signed Contract	0 days	Mon 11/6/17	Mon 11/6/17																				
59	Final Design, Manufacturing and Staging	12 wks	Tue 11/7/17	Mon 1/29/18																				
60	Field Install and Acceptance	24 wks	Tue 1/30/18	Mon 7/16/18																				
61	Upgrade or Replace P25 LMR/IV&D subscribers and Infrastructure	405 days	Mon 4/24/17	Fri 11/9/18																				
62	Write a detailed Scope of work for each system element	60 days	Mon 4/24/17	Fri 7/14/17																				
63	Negotiate/validate design and pricing	45 days	Mon 7/17/17	Fri 9/15/17																				
64	Contract Negotiations	30 days	Mon 9/18/17	Fri 10/27/17																				



Communications System Replacement Project
November 22, 2016

ID	Task Name	Duration	Start	Finish	2016				2017				2018						
					Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4				
65	Signed Contract	0 days	Fri 10/27/17	Fri 10/27/17															
66	Subscriber radios manufacturing/shipping	8 wks	Mon 10/30/17	Fri 12/22/17															
67	Existing Subscriber Radios upgraded	65 days	Mon 1/22/18	Fri 4/20/18															
68	New Subscribers radios Field Install and Acceptance	22 wks	Mon 12/25/17	Fri 5/25/18															
69	Infrastructure Final Design, Manufacturing and Staging	20 wks	Mon 12/11/17	Fri 4/27/18															
70	Infrastructure Ship, Install, Burn-in, configure, acceptance test, cut over	24 wks	Mon 5/28/18	Fri 11/9/18															
71	Upgrade or Replace P25 IV&D Radio/Dispatch Consoles	406 days	Fri 6/9/17	Fri 12/28/18															
72	Write a detailed Scope of work for each system element	60 days	Fri 6/9/17	Thu 8/31/17															
73	Negotiate/validate design and pricing	30 days	Fri 9/1/17	Thu 10/12/17															
74	Contract Negotiations	30 days	Fri 10/13/17	Thu 11/23/17															
75	Signed Contract	0 days	Thu 11/23/17	Thu 11/23/17															
76	Radio Consoles Final Design, Manufacturing and Staging	15 wks	Mon 12/11/17	Fri 3/23/18															
77	Infrastructure Ship, Install, Burn-in, configure, acceptance test, cut over	20 wks	Mon 8/13/18	Fri 12/28/18															
78	Major Systems Operational	0 days	Fri 12/28/18	Fri 12/28/18															
79	SMART PHONE Trunking and WAVE Dispatch	370 days	Tue 8/1/17	Mon 12/31/18															
80	Determine final capacities, subscribers, and fee structure	30 days	Tue 8/1/17	Mon 9/11/17															
81	Write a detailed Scope of work for each system element	60 days	Tue 9/12/17	Mon 12/4/17															
82	Negotiate/validate design and pricing	60 days	Tue 12/5/17	Mon 2/26/18															
83	Contract Negotiations	30 days	Tue 2/27/18	Mon 4/9/18															
84	Signed Contract	0 days	Mon 4/9/18	Mon 4/9/18															
85	SMART Phone System Final Design, Manufacturing and Staging	8 wks	Tue 5/22/18	Mon 7/16/18															
86	SMART Phone Ship, Install, Burn-in, configure, acceptance test, user training	6 wks	Tue 11/20/18	Mon 12/31/18															
87	Paging, Messaging, P25 Fire Station Alerting Systems upgrade/replacement	354 days	Tue 8/15/17	Fri 12/21/18															
88	Write a detailed Scope of work for each system element	45 days	Tue 8/15/17	Mon 10/16/17															
89	Negotiate/validate design and pricing	45 days	Tue 10/17/17	Mon 12/18/17															
90	Contract Negotiations	30 days	Tue 12/19/17	Mon 1/29/18															
91	Signed Contract	0 days	Mon 1/29/18	Mon 1/29/18															
92	P25 Messaging and Alerting System Final Design, Manufacturing and Staging	15 wks	Tue 1/30/18	Mon 5/14/18															
93	P25 Messaging and Alerting Ship, Install, Burn-in, configure, acceptance test, user training	8 wks	Mon 10/29/18	Fri 12/21/18															
94	Recording/Logging equipment upgrade/replacement	358 days	Thu 6/29/17	Mon 11/12/18															
95	Write a detailed Scope of work for each system element	36 days	Thu 6/29/17	Thu 8/17/17															
96	Develop RFP package	45 days	Fri 8/18/17	Thu 10/19/17															
97	Publish/Advertise RFP	30 days	Fri 10/20/17	Thu 11/30/17															
98	Vendor Selection and Contracts	45 days	Fri 12/1/17	Thu 2/1/18															

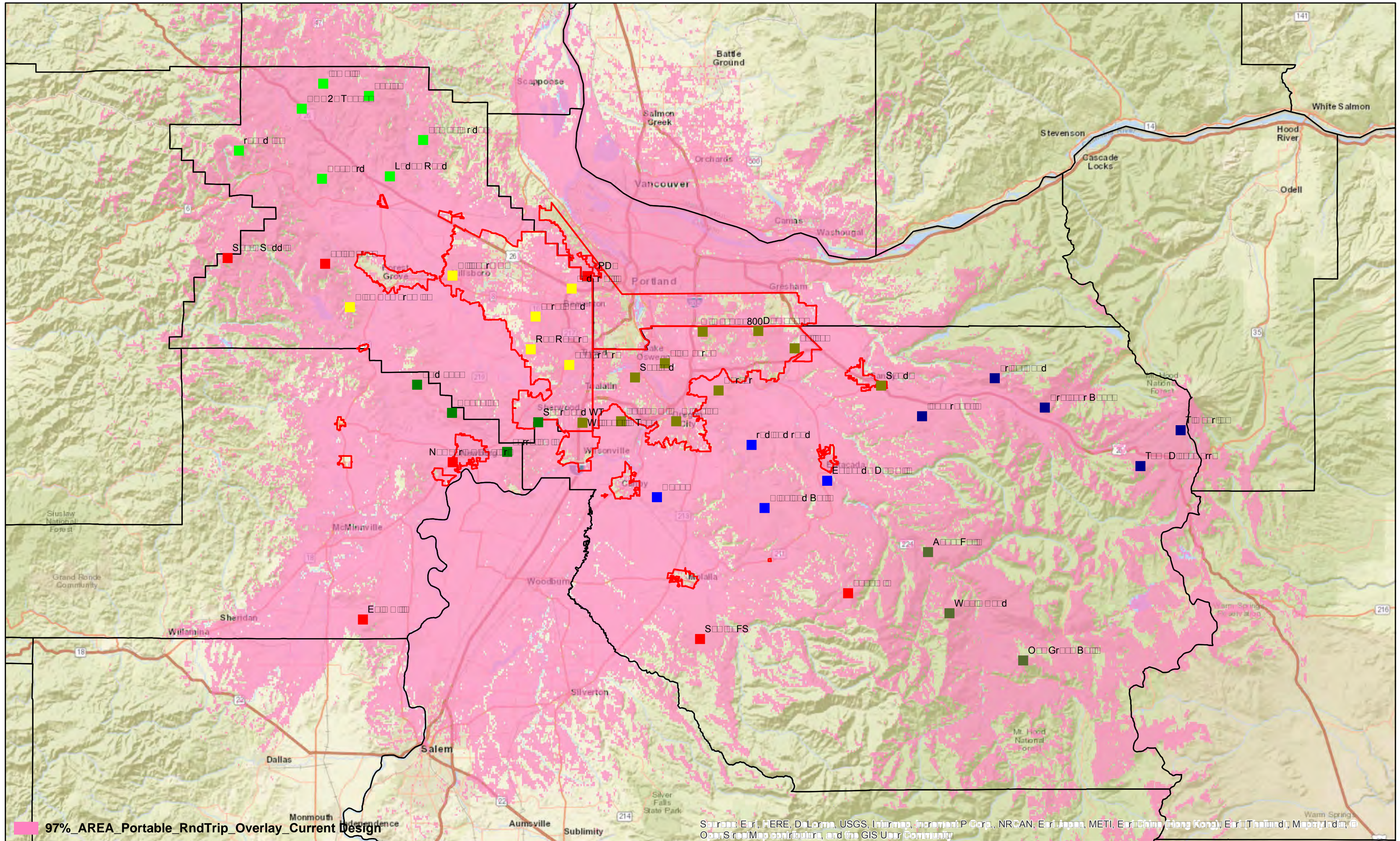
Communications System Replacement Project
November 22, 2016





WCCA/C800 LMR System

97% Rnd Trip Rnd Trip DA 3.4



0 4.5 9 18 Miles
 1 inch = 7.39 miles
 Project: WCCA/C800 LMR System
 Date: 13, 2010
 File: 4.5.3048.0

System-Wide Coverage TX/RX On-Hip 15db in UGB
APX 6000 Portable 3W 1/2 Wave Whip
Clip Swivel with Corded Speaker Mic

Rnd Trip Rnd Trip DA 3.4

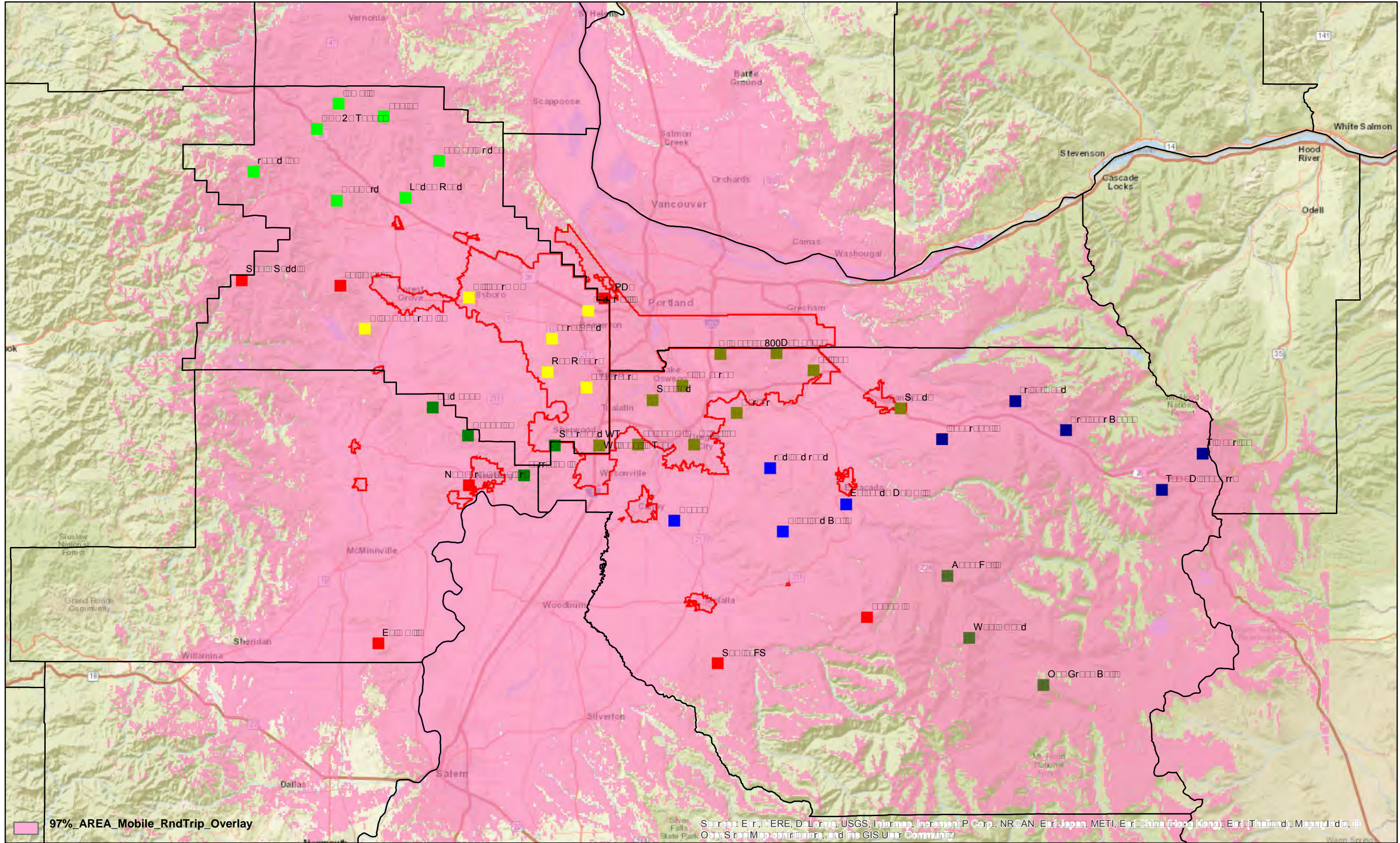
APX 6000

984411297.4.000.2.47



WCCCA/C800 LMR System

97% Rnd Trip Overlay Rnd Trip Overlay DA 3.4



0 4.5 9 18 Miles

1 inch = 7.34 miles Projection: World Mercator

Apr 15, 2010 4.5.3048.0

System-Wide Mobile On Trunk Coverage
APX 7500 Mobile 10W
3db Elevated Feed Antenna

Rnd Trip Overlay Rnd Trip Overlay DA 3.4
Based on 4_1 Site Data

Area of Interest

139213252.4 000.2

Source: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), Swisstopo, © OpenStreetMap contributors, and the GIS User Community

**INTERGOVERNMENTAL AGREEMENT
Clackamas County Public Safety Radio System Replacement Project Bond Funding**

EXHIBIT B

C800 PROCUREMENT RULES

Approved by Clackamas County on 9/26/16

RESOLUTION NO. 02-15

A RESOLUTION ADOPTING REVISED PUBLIC CONTRACTING RULES AND PROCEDURES

WHEREAS, the Clackamas 800 Radio Group ("C800") is an Oregon intergovernmental entity formed pursuant to Oregon Revised Statutes ("ORS") Chapter 190, and is subject to Oregon's public contracting laws; and

WHEREAS, ORS 279A.065 (5) provides that a local contracting agency may adopt its own rules of procedure for public contracting that:

- A. Specifically state that the model rules adopted by the Attorney General do not apply to the contracting agency; and
- B. Prescribe the rules of procedure that the contracting agency will use for public contracts, which may include portions of the model rules adopted by the Attorney General;

NOW, THEREFORE, C800's Board of Directors, acting as both the governing body of C800 and as C800's Local Contract Review Board, hereby resolves as follows:

1. Except as otherwise provided herein, C800 hereby adopts the Oregon Attorney General's Model Public Contracting Rules ("Model Rules") as the contracting rules for C800, as such Model Rules now exist or are later modified.
2. That C800 adopts the revised public contracting rules described in Exhibit A, which is attached to this Resolution and incorporated herein by reference. The Rules described in Exhibit A shall be in addition to, and shall supersede any conflicting provisions in, the Model Rules.
3. C800 shall regularly review changes in the Public Contracting Code and the Model Rules to ensure that the Exhibit A Rules are consistent with current law.

APPROVED AND ADOPTED on Oct 21, 2015.


Board Chair

ATTEST:

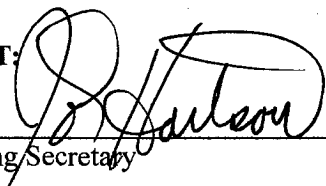

Recording Secretary

EXHIBIT A

PUBLIC CONTRACTING RULES AND PROCEDURES

A. Professional Services.

- 1) **Definition.** “Professional Services” shall be defined to include those services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. Such services shall include, but are not limited to: Architect; engineer; surveyor; attorney; bookkeeper; accountant; auditor; computer programmer; artist; designer; consultant; trainer or educator; research consultant; campaign consultant; workshop facilitator.
- 2) **Contracts for Professional Services Other than Architectural, Engineering and Surveying Services and Related Services.**
 - a) A professional services contract totaling, or estimated to total, less than \$(5,000) in the aggregate in either a calendar year or a fiscal year may be awarded by direct appointment, without competitive bidding.
 - b) A professional services contract totaling, or estimated to total, between \$(5,000) and \$(75,000) in the aggregate may be awarded after obtaining at least three informal quotes, according to the procedures for Intermediate Procurement described in ORS 279B.070 and Section E of these Rules.
 - c) A professional services contract totaling, or estimated to total, more than \$(75,000) in the aggregate shall be awarded using competitive sealed proposals as provided in ORS 279B.060, unless exempted from competitive bidding by resolution of the Local Contract Review Board according to the requirements of ORS 279B.085.
 - d) Professional service contracts exempted from competitive proposal processes may be awarded in any manner authorized by the Local Contract Review Board.
- 3) **Contracts with Architects, Engineers, and Land Surveyors.**
 - a) A contract for Architectural, Engineering and Surveying services may be entered into by direct appointment if such contract is estimated not to exceed \$(150,000) in a calendar year or fiscal year, or if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under these Rules, and the new contract is a continuation of that project.
 - b) Unless otherwise provided in this Section, contracts for Architectural, Engineering and Surveying Services shall be awarded according to the procedures for competitive proposals described in ORS 279B.060 and these rules.

- c) All contracts for architectural, engineering, surveying and related service shall be entered into consistent with ORS 279C.110.

B. Delegation.

- 1) Except as otherwise provided in these rules, the powers and duties of the Local Contract Review Board under the Public Contracting Code shall be exercised and performed by the Board of Directors.
- 2) Except as provided in these Rules, C800's Board of Directors shall approve any contract entered into by C800. Authority to approve public contracts shall be delegated only by amendment of these Rules or by resolution of the Board.
- 3) The C800 Board of Directors hereby delegates authority to the C800 Manager to enter into any contract and/or change order to Board approved contracts up to \$20,000. Further the Board Chair may enter into any contract and/or change order to Board approved contracts up to \$50,000. These delegation are conditioned that the amount of such contract and/or change order and the purpose is contained in the adopted budget of C800.

C. Special Procurements and Exemptions.

- 1) The Local Contract Review Board may exempt from competitive bidding certain contracts or classes of contracts for procurement of goods and services according to the procedures described in ORS 279B.085.
- 2) The Local Contract Review Board may exempt certain contracts or classes of contracts for public improvements from competitive bidding according to the procedures described in ORS 279C.335. When exempting a public improvement from competitive bidding, the Local Contract Review Board may authorize the contract to be awarded using a Request for Proposal process for public improvements, according to the processes described in OAR 137-049-0640 through 137-049-0690.

D. Small Procurements (Under \$5,000).

- 1) Public contracts, including public improvement contracts, under \$5,000 are not subject to competitive bidding requirements. The Board of Directors or designee shall make a reasonable effort to obtain competitive quotes in order to ensure the best value for C800.
- 2) C800 may amend a public contract awarded as a small procurement beyond the \$5,000 limit in accordance with OAR 137-047-0800, provided the cumulative amendments do not increase the total contract price to a sum that is greater than twenty-five percent (25%) of the original contract price.

E. Intermediate Procurements.

- 1) A contract for procurement of goods, or for services which are not Professional Services, estimated to cost between \$5,000 and \$150,000 in a calendar year, or a contract for a public improvement that is estimated to cost between \$5,000 and \$100,000 in a calendar

year, may be awarded according to the processes for intermediate procurements described in ORS 279B.070.

- 2) If the proposed contract is expected to exceed \$25,000, both the specifications for the bid and the bids themselves must be in writing. C800 shall request at least three competitive price quotes or proposals from prospective contractors. C800 shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but C800 staff shall make a written record of the effort C800 makes to obtain the quotes or proposals.
- 3) Public improvement contracts advertised or awarded under this section still must comply with all statutory requirements, including those relating to the payment of prevailing wage.
- 4) A procurement may not be artificially divided or fragmented so as to constitute an intermediate procurement under this section or to circumvent competitive bidding requirements.

F. Methods for Awarding Contracts Using Requests for Proposal Process.

In making an award using the request for proposal process in ORS 279B.060, C800 may use any evaluation method determined to be most appropriate for the selection process, including, but not limited to, the processes described in ORS 279B.060 (6) (b), as well as direct appointment of professional services contracts if direct appointment is determined to be most advantageous to C800. The evaluation process (es) to be used shall be stated in the Request for Proposals. OAR 137-047-0261 through 137-047-0263 shall apply to evaluation of proposals.

G. Emergency Contracts.

- 1) “Emergency” shall be defined as follows: “Circumstances that (a) could not have reasonably been foreseen; (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare or safety; and (c) require prompt execution of a contract to remedy the condition.”
- 2) The Board Chair, or, in the absence of the Board Chair, the C800 Manager, shall have authority to determine when emergency conditions exist sufficient to warrant an emergency contract, and shall so declare in writing. The nature of the emergency shall be documented in writing prior to executing the contract.
- 3) Pursuant to ORS 279B.080, the Board Chair or Manager may make, or authorize others to make, procurements of goods or services in an emergency, including dispensing with competitive bidding if time is of the essence. The method used for the selection of the contractor shall be documented in writing as soon as is practicable and made part of C800’s files.

H. Disposal of Surplus Property.

- 1) “Surplus Property” is defined as any personal property of C800 that has been determined by the Board as being of no use or value to C800.
- 2) The Board or a designee named by the Board may dispose of surplus property as in the manner that is, in the discretion of the Board or designee, deemed most advantageous to C800 or the community at large.

I. Appeals of Prequalification Decisions and Debarment Decisions.

- 1) The Local Contract Review Board shall hear all appeals of prequalification and debarment decisions made by C800.
- 2) Review of C800’s prequalification and debarment decisions shall be as set forth in ORS 279B.425. The following additional procedures shall apply:
 - a. Notices shall be submitted in writing to C800 Manager. Appeals filed after the filing period stated in ORS 279B.425 shall not be heard.
 - b. Upon opening of the hearing, the Board Chair shall explain C800’s decision being appealed and the justification thereof. The appellant shall then be heard. Time for the appellant’s testimony shall be established by the Board Chair. The appellant may submit any testimony or evidence relevant to the decision or the appeal. Any party requesting time to testify in support of the appeal shall then be heard, subject to time limits established by the Board Chair.
 - c. Once all testimony and evidence in support of the appeal is heard, any party requesting time to testify in support of C800’s decision shall be provided time to be heard, with time limits established by the Board Chair. Any party testifying in opposition to the appeal may submit any testimony or evidence relevant to the decision or the appeal. Once all testimony in opposition to the appeal has been heard, the appellant may request time to provide rebuttal testimony. At the conclusion of the rebuttal testimony, if any, the Board Chair shall close the hearing.
 - d. When issued in writing according to the requirements of ORS 279B.425, the LCRB’s decision and order shall be final.

J. Public Improvement Contracts.

- 1) Except as provided in these Rules, all public improvement contracts shall be advertised and awarded according to the requirements of Oregon Revised Statutes, chapter 279C.
- 2) “Public improvement” means a project for construction, reconstruction or major renovation on real property by or for C800. “Public improvement” does not include:
 - (A) Projects for which no funds of C800 are directly or indirectly used, except for participation that is incidental or related primarily to project design or

inspection; or

(B) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

- 3) Specifications for public improvement contracts may not expressly or implicitly require any product by any brand name or mark, nor the product of any particular manufacturer or seller unless the Local Contract Review Board has exempted the product from competitive bidding after making the following written findings:

(a) It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts;

(b) The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings to the contracting agency;

(c) There is only one manufacturer or seller of the product of the quality required; or

(d) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies. [ORS 279C.345]

- 4) Unless otherwise authorized by these Rules, an advertisement for a public improvement contract must be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed and in as many additional issues and publications as C800 may determine.

If the public improvement contract has an estimated cost in excess of \$125,000, the advertisement must be published in at least one trade newspaper of general statewide circulation.

All advertisements for public improvement contracts must state:

(a) The public improvement project;

(b) The office where the specifications for the project may be reviewed;

(c) The date that prequalification applications must be filed under ORS 279C.430 and the class or classes of work for which bidders must be prequalified if prequalification is a requirement;

(d) The date and time after which bids will not be received, which must be at least five days after the date of the last publication of the advertisement;

(e) The name and title of the person designated for receipt of bids;

(f) The date, time and place that C800 will publicly open the bids; and

(g) If the contract is for a public works subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act. [ORS 279C.360]

- 5) A solicitation for a public improvement shall comply with all applicable requirements of ORS 279C.365 through ORS 279C.414.
- 6) Contracts for public improvements shall comply with all applicable requirements of ORS 279C.500 through ORS 279C.590.

K. Purchases from Federal Catalogues. Subject to applicable Board approval requirements stated in these Rules, C800 may purchase goods from federal catalogues without competitive bidding when the procurement is pursuant to 10 USC 381, the Electronic Government Act of 2002 (Public Law 107-347). Purchases under other federal laws will be permitted upon a finding by the Local Contract Review Board that the law is similar to such Act in effectuating or promoting transfers of property to contracting agencies.

L. Electronic Advertising. Pursuant to ORS 279C.360 and ORS 279B.055, electronic advertisement of public contracts in lieu of newspaper publication is authorized when it is cost-effective to do so. The Board shall determine when electronic publication is appropriate, and consistent with C800's public contracting policies. However, regardless of electronic or other advertisement, if a public improvement contract has an estimated cost in excess of \$125,000, the advertisement must be published in at least one trade newspaper of general statewide circulation.



December 8, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Naming the Clackamas County Fairground's Rodeo Arena in honor
of Mr. Bob Traverso as Traverso Arena

Purpose/Outcomes	To recognize the hard work and dedication of former County Fair Board President, Bob Traverso.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Period not to exceed 25 years.
Previous Board Action/Review	BCC discussed the naming of the Rodeo Arena at <i>Issues</i> on November 22, 2016. A motion was made to approve the request and place the item on a future Business meeting consent agenda.
Strategic Plan Alignment	1. Build public trust through good government.
Contact Person	Laura Zentner, BCS Deputy Director, 503.742.4351

BACKGROUND: On September 23, 2016, the BCC received a letter from Paul Borgen, Rodeo Committee President, requesting that the name of the Clackamas County Fairground Rodeo Arena be named in honor of Bob Traverso.

On October 13, 2016 the Clackamas County Fair Board met at their regular monthly meeting. The agenda included a discussion regarding the Rodeo Committee request to name the Clackamas County Fairground's rodeo arena to **Traverso Arena**. A motion was made to approve the request and passed 3-0-1.

On November 22, 2016, the Board of County Commissioner's discussed the request regarding the naming of the Rodeo Arena. A motion was made to approve the request and to name the Rodeo Arena to **Traverso Arena**. A stipulation was added that the naming was not to exceed 25 years. The motion passed 5-0 and the BCC further agreed to place a resolution on a future consent Business meeting agenda.

Bob Traverso's contributions to the fair and rodeo span over 17 years. He held many positions on the fair board, including President. His leadership was instrumental in securing improvements to the rodeo arena facility. He was also a champion in securing stable funding for the County Fair and provided essential leadership and transformative progress for the Clackamas County Fair.

Mr. Traverso had a special place in his heart for the rodeo as was evidenced by his commitment to the event. He served 22 years on the rodeo committee and was instrumental in raising the event from an amateur level to one of the top tiers in the Professional Rodeo Cowboys Association.

Along with Mr. Traverso's involvement with the fair and rodeo he was a decorated Vietnam Veteran, receiving the Bronze Star and Purple Heart.

The attached resolution was reviewed and approved by County Counsel.

RECOMMENDATION: County staff respectfully recommends that the Board approve the attached Resolution naming the Clackamas County Fairground's Rodeo Arena **Traverso Arena**.

ATTACHMENT:

1. Letter from Paul Borgen, President, Canby Rodeo Board of Directors, requesting naming of Clackamas County Rodeo Arena as **Traverso Arena** in honor of Bob Traverso.

Respectfully submitted,

Laura Zentner, CPA
Deputy Director
Business and Community Services

A Resolution Naming the Clackamas
County Fairgrounds Rodeo Arena as the
Traverso Arena

Resolution No. _____

WHEREAS, Bob Traverso served on the Clackamas County Fair Board for 17 years, including President, and was instrumental in improvements to the rodeo arena facility; and

WHEREAS, Bob Traverso was a champion in securing stable funding for the County Fair and provided essential leadership and transformative progress for the Clackamas County Fair; and

WHEREAS, Bob Traverso served 22 years on the rodeo committee and was successful in raising the event from an amateur level to one of the top tiers in the Professional Rodeo Cowboy's Association, as noted by the 2013 award of the PRCA Remuda Award; and

WHEREAS, Bob Traverso not only was involved with the County Fair but he was also a decorated Vietnam Veteran, receiving the Bronze Star and Purple Heart; and

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

1. From this day forward the Clackamas County Fairground Rodeo Arena shall, for a period not to exceed 25 years, be known as the **Traverso Arena**.

DATED this 8th day of December, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

SEP 29 2016

BCC, DK

September 23, 2016

Clackamas County Fair Board

RE: Naming of rodeo arena for Bob Traverso

It is the recommendation of the Rodeo Committee that the rodeo arena at the Clackamas County Fairgrounds be named in honor of Bob Traverso. Bob's contributions to the fair and rodeo are countless. Bob served on the fair board for 17 years in many positions, president among others. His leadership was essential in the improvements to the facility and the fair's progress. It was Bob who championed a ballot measure to assure the fair's funding, to the extent that Bob personally paid the cost for getting the measure on the ballot. He also served on the state fair's association in an officer's capacity. Bob served 22 years on the rodeo committee and was instrumental in raising the event from an amateur level to one of the top tier in the Professional Rodeo Cowboys Association, as noted by the 2013 award of the PRCA Remuda Award, which is given to one rodeo in the nation each year, for the best pen of bucking animals of all 600+ rodeos in the nation and the rodeo has been twice named Large Rodeo of the year in the Columbia River Circuit.

Bob was generous with his time, counsel and equipment. We always knew if something needed to be done dirt-wise Bob would be there to supply the equipment, many times running the equipment himself. Bob had a special place in his heart for the rodeo as was evidenced by his commitment to the event.

Along with Bob's involvement with the fair and rodeo he was a decorated Vietnam veteran, receiving the Bronze Star and Purple Heart.

Therefore the rodeo committee feels it is only fitting that the rodeo arena is named in Bob's honor.

We appreciate your consideration, and respectfully request this honor for Bob Traverso.

Cordially,



Canby Rodeo Board of Directors

Paul Borgen, President

cc Clackamas County Commissioners



December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Contract with Sirsi Corporation (SirsiDynix) for
Radio Frequency Identification (RFID) Goods and Services**

Purpose / Outcome	Approval of contract for the purchase of Radio Frequency Identification (RFID) goods and services for Clackamas County Business and Community Services.
Fiscal Impact	Total Contract Amount: \$2,500,000.00 (maximum)
Funding Source	BCS Library Network will pay approximately \$2,500,000.00 from Fiscal Year 2016/2017 through Fiscal Year 2021/2022. Of this amount, approximately \$1,720,000.00 will be billed back to individual Library District cities as they purchase RFID goods and services from Fiscal Year 2016/2017 through Fiscal Year 2021/2022. Expenditures from the BCS Library Network budget will be approximately \$780,000.00 from Fiscal Year 2016/2017 through Fiscal Year 2021/2022.
Duration	Contract through Fiscal Year 2021/2022.
Strategic Plan Alignment	1. Build Public Trust Through Good Government. 2. Grow a Vibrant Economy
Previous Action	BCC approval of software contract with SirsiDynix for Integrated Library System, September 13, 2007. BCC Policy Session on RFID Implementation Project, September 6, 2016
Contact Person	Laura Zentner, BCS Deputy Director Gary Barth, BCS Director

Background:

Clackamas County's Business and Community Services Department is seeking Board approval to enter into a contract with Sirsi Corporation (the primary vendor of the Clackamas County Library District's Integrated Library System) for the ability to purchase Radio Frequency Identification (RFID) hardware, software, consumables, and services. The contract establishes a price agreement that will be utilized for multiple orders on an as needed basis through June 30, 2022. The goods and services are required to implement and maintain RFID technologies throughout the Clackamas County Library District.

In accordance with LCRB C-047-0275, the Procurement Division issued a notice of sole source on November 21, 2016 in the Portland Daily Journal of Commerce and on the Clackamas County bid website. The notice period expired November 28, 2016 and no comments were received.

As of 12/08/2016, this contract is in the process of being reviewed by County Counsel, but has not yet been approved.

Recommendation:

Staff respectfully recommends the Board approve the contract with Sirsi Corporation (SirsiDynix) for the purchase of Radio Frequency Identification (RFID) goods and services.

Sincerely,

Gary Barth, Director
Business and Community Services



Laura Zentner, CPA

Deputy Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building

150 Beavercreek Road, Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Contract Amendment #1 requesting contract renewal with The Coraggio Group, Inc. for Strategic Planning and Project Management Consulting Services for Clackamas County Business and Community Services

Purpose / Outcome	Approval of contract amendment #1 requesting contract renewal for Strategic Planning and Project Management Consulting Services for Clackamas County Business and Community Services.
Fiscal Impact	Original Contract \$120,000, Contract Renewal \$120,000 Total Contract Amount of \$240,000
Funding Source	BCS Office of the Director will pay the contract, and BCS Divisions will be subsequently invoiced based on the Divisions use of services for their respective Divisions. Amount:\$120,000 Fiscal Years: 2016/2017 and 2017/2018
Duration	Original Contract January 1, 2016 through December 31, 2016. Amendment #1 contract renewal January 1, 2017 through December 31, 2017.
Strategic Plan Alignment	1. Build Public Trust Through Good Government.
Previous Action	BCC approval of original contract February 18, 2016.
Contact Person	Laura Zentner, BCS Deputy Director Gary Barth, BCS Director

Background:

Clackamas County's Business and Community Services Department is seeking Board approval on Amendment #1 for the first of three contract renewals with The Coraggio Group, Inc., for Strategic Planning and Project Management Consulting Services. The new contract expiration date is December 31, 2017.

The original contract as well as Amendment #1 has been reviewed and approved by County Counsel.

Recommendation:

Staff respectfully recommends the Board approve amendment #1 for the first of three contract renewals with The Coraggio Group, Inc. for Strategic Planning and Project Management Consulting Services for Clackamas County Business and Community Services.

Sincerely,

Laura Zentner, Deputy Director
Business and Community Services

Placed on the Board Agenda of _____ by the Procurement Division.

AMENDMENT #1

TO THE CONTRACT DOCUMENTS WITH THE CORAGGIO GROUP, INC. FOR STRATEGIC PLANNING AND PROJECT MANAGEMENT CONSULTING SERVICES FOR CLACKAMAS COUNTY BUSINESS AND COMMUNITY SERVICES

This Amendment #1 is entered into between The Coraggio Group, Inc. ("Contractor") and the Clackamas County Department of Business and Community Services ("County") and it shall become part of the Contract documents entered into between both parties on February 18, 2016.

The Purpose of the Amendment #1 is to make the following changes to the Contract;

1. Section I. Compensation is hereby changed as follows:
This agreement covers the period beginning upon contract execution and continuing through **December 31, 2017**. This Amendment is exercising a one-year term renewal of the three additional years available. The maximum annual compensation authorized under this contract is not to exceed **\$120,000.00**. The maximum contract amount cannot exceed **\$240,000.00**.

Original Contract Amount	\$ 120,000.00
Amendment #1	\$ 120,000.00 Renewal for 1 year
Contract Total	\$ 240,000.00

2. Section VI. Termination-Amendment Item A is hereby deleted in its entirety and replaced with:

VI. TERMINATION - AMENDMENT

- A. TERMINATIONS. This Contract may be terminated for the following reasons: 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days' written notice to the Contractor; 2) 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 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; 3) This Contract may also be immediately terminated by 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 County, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit 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.

3. ADD Section VII. Execution and Counterparts:

VII. 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.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

The Coraggio Group Inc.
2240 N. Interstate Ave., Ste. 300
Portland, OR 97227

CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS By:

Authorized Signature

Chair

Name, Title

Recording Secretary

Date

Date

287274-93
Oregon Business Registry Number

Approved as to Form:

DBC / OR
Entity Type / State of Formation

County Counsel

Date



December 8, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for North Clackamas Parks & Recreation District for
Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2016-2017**

Purpose/Outcome	Approval of a resolution for a supplemental budget less than ten percent for North Clackamas Parks & Recreation District FY 2016-2017
Dollar Amount and fiscal Impact	Recognizing additional fund balance and increasing appropriations in the amount of \$820,100 in the General Fund, \$70,300 in the Nutrition & Transportation Fund, and \$161,000 in the Capital Projects Fund.
Funding Source	Beginning Fund Balance – General Fund, Nutrition & Transportation Fund, and Capital Projects Fund.
Duration	July 1, 2016 through June 30, 2017
Previous Board Action/Review	Original Adopted Budget June 29, 2016.
Strategic Plan Alignment Person	Build public trust through good government
Contact Person	Laura Zentner, BCS Deputy Director 503.742.4351

BACKGROUND: Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments.

A supplemental budget is a method of appropriating fund expenditures less than 10% during the fiscal year as required by state budget law per ORS 294.471. The required meeting notice has been posted.

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

The **General Fund** - is recognizing additional fund balance in the amount of \$820,100 and recognizing additional appropriation in the Administration Division in the amount of \$60,000 for expenditures related to Performance Clackamas, in the Marketing & Communication Division in the amount of \$25,000 for expenditures related to District advertising, in the Planning Division in the amount of \$25,000 for expenditures related to covering a vacant senior planner position, in the Transfer category in the amount of \$161,000 for expenditures related to potential capital projects and in the Contingency category in the amount of \$549,100.

The **Nutrition & Transportation Fund** - is recognizing additional fund balance in the amount of \$70,300 and recognizing additional appropriation in the Contingency category in the amount of \$70,300.

The **Capital Projects Fund** - is increasing the Interfund Transfer in the amount of \$161,000 and recognizing additional appropriation in the Capital Outlay category in the amount of \$161,000 for expenditures related to the Wichita Park capital project.

RECOMMENDATION:

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

Sincerely,

Laura L. Zentner, CPA
BCS Deputy Director

A RESOLUTION OF THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS ACTING AS THE GOVERNING BODY OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT REGARDING ADOPTION OF A SUPPLEMENTAL BUDGET FOR ITEMS LESS THAN 10 PERCENT OF THE TOTAL QUALIFYING EXPENDITURES AND MAKING APPROPRIATIONS FOR THE NORTH CLACKAMAS PARKS & RECREATION DISTRICT FOR FISCAL YEAR 2016-17

Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to authorize the expenditure of funds, for the needs of District residents;

WHEREAS; the funds being adjusted are:

- North Clackamas Parks & Recreation District – General Fund
- North Clackamas Parks & Recreation District – Nutrition & Transportation Fund
- North Clackamas Parks & Recreation District – Capital Projects Fund

It further appearing that it is in the best interest of the District to approve this supplemental budget for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

DATED this 8th day of December, 2016

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
 Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
 December 8, 2016

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - GENERAL FUND

Increase Beginning Fund Balance:	
Administration Division	\$ 820,100
Total	<u>\$ 820,100</u>
Increase Expenditures:	
Administration Division	\$ 60,000
Total	<u>\$ 60,000</u>
Increase Expenditures:	
Marketing & Communications	\$ 25,000
Total	<u>\$ 25,000</u>
Increase Expenditures:	
Planning Division	\$ 25,000
Total	<u>\$ 25,000</u>
Increase Expenditures:	
Transfer to Other Funds	\$ 161,000
Total	<u>\$ 161,000</u>
Increase Expenditures:	
Contingency	\$ 549,100
Total	<u>\$ 549,100</u>

The General Fund is recognizing additional fund balance in the amount of \$820,100 and recognizing additional appropriation in the Administration Division in the amount of \$60,000 for expenditures related to Performance Clackamas, in the Marketing & Communication Division in the amount of \$25,000 for expenditures related to District advertising, in the Planning Division in the amount of \$25,000 for expenditures related to covering a vacant senior planner position, in the Transfer category in the amount of \$161,000 for expenditures related to potential capital projects and in the Contingency category in the amount of \$549,100.

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - NUTRITION & TRANSPORTATION FUND

Increase Beginning Fund Balance:	<u>\$ 70,300</u>
Increase Expenditures:	
Contingency	\$ 70,300
Total	<u>\$ 70,300</u>

The Nutrition & Transportation Fund is recognizing additional fund balance in the amount of \$70,300 and recognizing additional appropriation in the Contingency category in the amount of \$70,300.

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - Capital Projects FUND

Increase Interfund Transfer:	<u>\$ 161,000</u>
------------------------------	-------------------

Increase Expenditures:	
Capital Outlay	<u>\$ 161,000</u>
Total	<u>\$ 161,000</u>

The Capital Projects Fund is increasing the Interfund Transfer in the amount of \$161,000 and recognizing additional appropriation in the Capital Outlay category in the amount of \$161,000 for expenditures related to the Wichita Park capital project.



December 8, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for the Library Service District for a Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2016-2017

Purpose/Outcome	Approval of a resolution for a supplemental Budget less than ten percent for the Library Service District for FY 2016/2017.
Dollar Amount and Fiscal Impact	Recognizing additional fund balance and increasing appropriations in the amount of \$143,895 for FY 2016/2017.
Funding Source	Beginning Fund Balance
Duration	July 1, 2016 through June 30, 2017
Previous Board Action/Review	Original Adopted Budget June 29, 2016
Strategic Plan Alignment	Build public trust through good government
Contact Person	Laura Zentner, BCS Deputy Director 503.742.4351

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments.

A supplemental budget is a method of appropriating fund expenditures less than 10% during the fiscal year as required by state budget law per ORS 294.471. The required meeting notice has been posted.

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

The **Library Service District Fund** - is recognizing additional beginning fund balance in the amount of \$143,895 and recognizing additional expenditures in the Special Payments Category (Payments to Local Governments and Other Special Payments) in the amount of \$143,895.

RECOMMENDATION:

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

Sincerely,

Laura L. Zentner, CPA
BCS Deputy Director

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ACTING AS THE GOVERNING BODY OF THE CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT REGARDING ADOPTION OF A SUPPLEMENTAL BUDGET FOR ITEMS LESS THAN 10 PERCENT OF THE TOTAL QUALIFYING EXPENDITURES AND MAKING APPROPRIATIONS FOR THE FISCAL YEAR 2016-17

Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to authorize the expenditure of funds, for the needs of District residents;

WHEREAS; the funds being adjusted are:

Clackamas County Library Service District Fund

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

DATED this 8th day of December, 2016

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET

Exhibit A

CHANGES OF LESS THAN 10% OF BUDGET

December 8, 2016

LIBRARY SERVICE DISTRICT FUND

Increase Revenues:	
Beginning Fund Balance	<u>\$ 143,895</u>
Total	<u>\$ 143,895</u>
Increase Expenditures:	
Special Payments	<u>\$ 143,895</u>
Total	<u>\$ 143,895</u>

The Library Service District Fund is recognizing additional beginning fund balance in the amount of \$143,895 and recognizing additional expenditures in the Special Payments category (Payments to Local Governments & Other Special Payments) in the amount of \$143,895.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

December 8, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for an Enhanced Law Enforcement District
Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2016-2017

Purpose/Outcome	Supplemental Budget changes for Enhanced Law Enforcement District FY 2016-2017
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$22,860
Funding Source	Includes Fund Balance.
Safety Impact	N/A
Duration	July 1, 2016 - June, 30 2017
Previous Board Action/Review	Budget Adopted June 29, 2016
Strategic Plan Alignment	Build public trust through good government
Contact Person.	Diane Padilla, 503-742-5425

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.471 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Enhanced Law Enforcement District is recognizing fund balance and budgeting for contracted services.

The effect of this Resolution is an increase in appropriations of \$22,860 including revenues as detailed below:

Fund Balance	\$ 22,860.
Total Recommended	<u>\$ 22,860.</u>

RECOMMENDATION:

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

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Less Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2016-17

Resolution No

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on December 8, 2016.

WHEREAS; the funds being adjusted are:

. Enhanced Law Enforcement District Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 8th day of December 2016

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
December 8, 2016

Recommended items by revenue source:

Fund Balance	\$ 22,860
Total Recommended	<u>\$ 22,860</u>

ENHANCED LAW ENFORCEMENT DISTRICT FUND

Revenues:

Fund Balance	\$ 22,860
Total Revenue	<u>\$ 22,860</u>

Expenses:

Materials and Services	\$ 22,860
Total Expenditures	<u>\$ 22,860</u>

Enhanced Law Enforcement District Fund is recognizing fund balance and budgeting for contracted services.



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Administration

Scott Archer, Director
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

December 15, 2016

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

Members of the Board:

Acceptance of a Public Pedestrian and Maintenance Easement Between Marquam Heights
HOA and North Clackamas Parks and Recreation District

Purpose/Outcomes	Granting easement to NCPRD
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	1. Honor, utilize, promote and invest in our natural resources 2. Build public trust through good government
Contact Person	<i>Scott Archer</i> , NCPRD Director, 503-742-4421 <i>Kathryn Krygier</i> , Interim Parks Planner, 503-742-4358

BACKGROUND:

The North Clackamas Parks and Recreation District (“NCPRD”) requests the acceptance of a no cost Public Pedestrian and Maintenance Easement from Marquam Heights Home Owners Association to allow for continuous public control of a significant segment of the regional Mt. Scott/Scouters Mountain Trail Loop (“Trail”) from Southern Lites Park to Scott Creek Park. The easement is approximately 20 feet wide by 340 feet long.

NCPRD partnered with the City of Happy Valley, Metro and Portland Parks and Recreation to complete and adopt the Mt. Scott/Scouters Mountain Trail Loop Master Plan in 2014. This easement is the first step to implement construction of approximately 525 feet of the Trail within segment six of the Master Plan. The project will complete a paved link between Southern Lites Park and Scott Creek Park boardwalk and bridge. Improvements to the trail are anticipated to be complete in Spring 2017. Funds are included in the NCPRD FY 2016/2017 Adopted Budget.

County Counsel has reviewed the easement.

The District Advisory Board and the NCPRD Board of Directors have identified the Mt. Scott / Scouters Mountain Trail system as a high priority project need in the NCPRD 2007 Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvement Plan.

RECOMMENDATION:

Staff recommends the Board approve this easement and authorizes Gary Barth, BCS Director to sign on behalf of North Clackamas Parks and Recreation District.

ATTACHMENT:

1. Public Pedestrian and Maintenance Easement between Marquam Heights HOA and North Clackamas Parks and Recreation District

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

Grantor's Name and Address:

Marquam Heights HOA
PO Box 5825
Vancouver, WA 98668

**Grantee's Name and Address and
Where all tax statements should be sent,
and After Recording Return to:**

North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

PUBLIC PEDESTRIAN AND MAINTENANCE EASEMENT

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Marquam Heights Home Owners Association ("Marquam Height HOA" or "Grantor") grants and conveys to the North Clackamas Parks and Recreation District ("NCPRD" or "Grantee") the right to enter upon, use and maintain the Easement Area further described in Exhibit A and shown on Exhibit B (the "Easement Area"), for park-related purposes, initially as a paved, public multi-use trail.

TERMS, CONDITIONS, AND COVENANTS

- 1. Perpetual Easement:** This permanent easement shall become effective upon the last date of signature hereon ("Effective Date").
- 2. Grantee's Use:** Grantee shall have the non-exclusive right to enter upon the Easement Area for park-related purposes, including but not limited to (i) maintaining a hard surface trail for public use ("Trail"), (ii) making improvements or modifications to the Trail, (iii) constructing any subsurface infrastructure below the Trail, including but not limited to sewer, water, fiber optic, or other utility lines and granting subeasements to any entities necessary to effectuate the same. This Easement is subject to all prior recorded easements, encumbrances, liens, and all other limitations and exceptions applicable to the Easement Area.
- 3. Trail Construction:** Grantee, at Grantee's expense, shall construct the Trail on the Easement Area as part of the Mount Scott / Scouters Mountain Trail Loop.
- 4. Trail Maintenance:** Upon completion of the initial construction of the Trail, Grantee, at Grantee's expense, shall be responsible for all maintenance and repair in the Easement area, including maintenance of the Trail at the level and use deemed appropriate by the Grantee, but at a minimum at a level that is safe to members of the public using the Trail. Grantee shall coordinate all maintenance or repair work on and about the Easement Area with Grantor. Grantee at its designees, subgrantees, or agents each shall have the right to cross Grantor property to access the Easement Area for construction, maintenance or use of the Easement Area.

5. Successors and Assigns: This Easement inures to the benefit of and binds the parties hereto, their successors, assigns, heirs, devisees, administrators and executors.

6. Authority to Sign: We the undersigned have the authority to sign this Easement.

IN WITNESS WHEREOF, the Parties have executed this Easement this 22 day of November, 2016.

GRANTOR:
MARQUAM HEIGHTS
HOME OWNERS ASSOCIATION

By: 

Name: PAUL OLSON

GRANTEE:
NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM
Clackamas County Counsel

EXHIBIT A

LEGAL DESCRIPTION
PUBLIC PEDESTRIAN AND MAINTENANCE AGREEMENT
NORTH CLACKAMAS PARKS DISTRICT

#7795
11/10/16 MAR

EXHIBIT "A"

A STRIP OF LAND, 20.00 FEET WIDE, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF HAPPY VALLEY, CLACKAMAS COUNTY, OREGON, BEING A PORTION OF TRACT "A", "MARQUAM HEIGHTS", PLAT NO. 2862, CLACKAMAS COUNTY PLAT RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

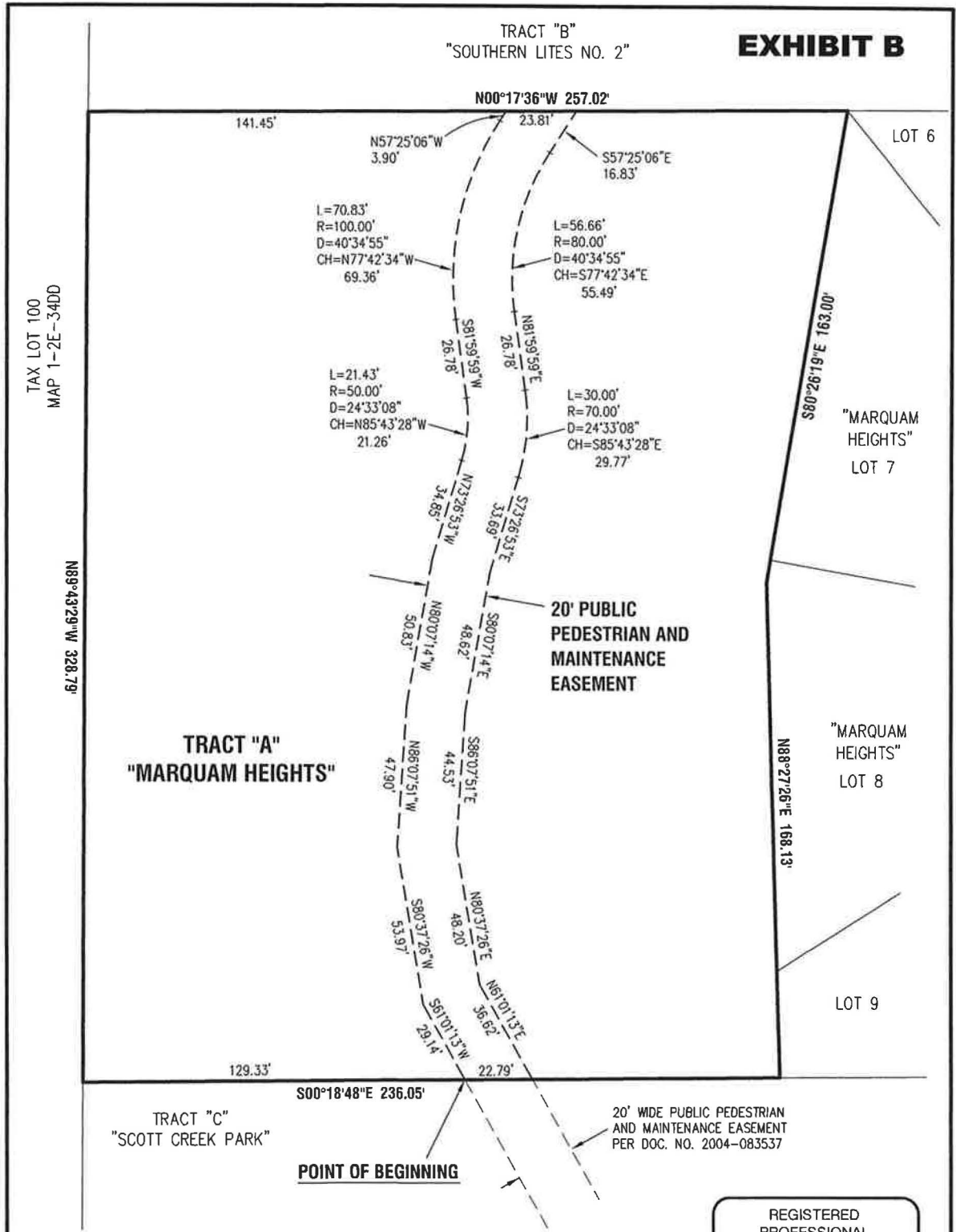
COMMENCING AT THE SOUTHEAST CORNER OF TRACT "A", "MARQUAM HEIGHTS"; THENCE ALONG THE EAST LINE THEREOF, N.00°18'48" W., 129.33 FEET TO THE POINT-OF-BEGINNING; THENCE S.61°01'13"W., 29.14 FEET; THENCE S.80°37'26"W., 53.97 FEET; THENCE N.86°07'51"W., 47.90 FEET; THENCE N.80°07'14"W., 50.83 FEET; THENCE N.73°26'53"W., 34.85 FEET; THENCE 21.43 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°33'08" (THE LONG CHORD BEARS N.85°43'28"W., 21.26 FEET); THENCE S.81°59'59"W., 26.78 FEET; THENCE 70.83 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 40°34'55" (THE LONG CHORD BEARS N.77°42'34"W., 69.36 FEET); THENCE N.57°25'06"W., 3.90 FEET TO THE WEST LINE OF TRACT "A", "MARQUAM HEIGHTS"; THENCE ALONG SAID WEST LINE, N.00°17'36"W., 23.81 FEET; THENCE S.57°25'06"E., 16.83 FEET; THENCE 56.66 FEET ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40°34'55" (THE LONG CHORD BEARS S.77°42'34"E., 55.49 FEET); THENCE N.81°59'59"E., 26.78 FEET; THENCE 30.00 FEET ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°33'08" (THE LONG CHORD BEARS S.85°43'28"E., 29.77 FEET); THENCE S.73°26'53"E., 33.69 FEET; THENCE S.80°07'14"E., 48.62 FEET; THENCE S.86°07'51"E., 44.53 FEET; THENCE N.80°37'26"E., 48.20 FEET; THENCE N.61°01'13"E., 36.62 FEET TO THE EAST LINE OF AFOREMENTIONED TRACT "A"; THENCE ALONG SAID EAST LINE, S.00°18'48"E., 22.79 FEET TO THE POINT-OF-BEGINNING, CONTAINING 6816 SQUARE FEET, MORE OR LESS.



DATE OF SIGNATURE: 11-14-16
EXPIRES: 12/31/2016

TRACT "B"
"SOUTHERN LITES NO. 2"

EXHIBIT B



TAX LOT 100
MAP 1-2E-34DD

N89°43'29.68W 328.76'

TRACT "A"
"MARQUAM HEIGHTS"

TRACT "C"
"SCOTT CREEK PARK"

POINT OF BEGINNING

20' PUBLIC PEDESTRIAN AND MAINTENANCE EASEMENT

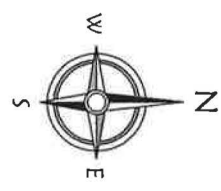
20' WIDE PUBLIC PEDESTRIAN AND MAINTENANCE EASEMENT PER DOC. NO. 2004-083537

"MARQUAM HEIGHTS"
LOT 7

"MARQUAM HEIGHTS"
LOT 8

LOT 9

LOT 6



Scale: 1" = 40'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael A. Rademacher

OREGON
JULY 16, 1987
MICHAEL A. RADEMACHER
2303

DATE OF SIGNATURE: 11-14-16
EXPIRES: 12/31/2016

EASEMENT EXHIBIT MAP

7795 Exh.dwg

COMPASS Land Surveyors
4107 SE International Way, Suite 705
Milwaukie, Oregon 97222 503-653-9093

NORTH CLACKAMAS PARKS & RECREATION DISTRICT
150 BEAVERCREEK ROAD
OREGON CITY, OREGON 97045.

PUBLIC PEDESTRIAN AND MAINTENANCE EASEMENT
TRACT "A", "MARQUAM HEIGHTS"

Grantor's Name and Address:

Marquam Heights HOA
PO Box 5825
Vancouver, WA 98668

**Grantee's Name and Address and
Where all tax statements should be sent,
and After Recording Return to:**

North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

PUBLIC PEDESTRIAN AND MAINTENANCE EASEMENT

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Marquam Heights Home Owners Association ("Marquam Height HOA" or "Grantor") grants and conveys to the North Clackamas Parks and Recreation District ("NCPRD" or "Grantee") the right to enter upon, use and maintain the Easement Area further described in Exhibit A and shown on Exhibit B (the "Easement Area"), for park-related purposes, initially as a paved, public multi-use trail.

TERMS, CONDITIONS, AND COVENANTS

- 1. Perpetual Easement:** This permanent easement shall become effective upon the last date of signature hereon ("Effective Date").
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- 3. Trail Construction:** Grantee, at Grantee's expense, shall construct the Trail on the Easement Area as part of the Mount Scott / Scouters Mountain Trail Loop.
- 4. Trail Maintenance:** Upon completion of the initial construction of the Trail, Grantee, at Grantee's expense, shall be responsible for all maintenance and repair in the Easement area, including maintenance of the Trail at the level and use deemed appropriate by the Grantee, but at a minimum at a level that is safe to members of the public using the Trail. Grantee shall coordinate all maintenance or repair work on and about the Easement Area with Grantor. Grantee at its designees, subgrantees, or agents each shall have the right to cross Grantor property to access the Easement Area for construction, maintenance or use of the Easement Area.

5. Successors and Assigns: This Easement inures to the benefit of and binds the parties hereto, their successors, assigns, heirs, devisees, administrators and executors.

6. Authority to Sign: We the undersigned have the authority to sign this Easement.

IN WITNESS WHEREOF, the Parties have executed this Easement this 22 day of November, 2016.

GRANTOR:
MARQUAM HEIGHTS
HOME OWNERS ASSOCIATION

By: 

Name: PAUL OLSON

GRANTEE:
NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM
Clackamas County Counsel

EXHIBIT A

LEGAL DESCRIPTION
PUBLIC PEDESTRIAN AND MAINTENANCE AGREEMENT
NORTH CLACKAMAS PARKS DISTRICT

#7795
11/10/16 MAR

EXHIBIT "A"

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COMMENCING AT THE SOUTHEAST CORNER OF TRACT "A", "MARQUAM HEIGHTS"; THENCE ALONG THE EAST LINE THEREOF, N.00°18'48" W., 129.33 FEET TO THE POINT-OF-BEGINNING; THENCE S.61°01'13"W., 29.14 FEET; THENCE S.80°37'26"W., 53.97 FEET; THENCE N.86°07'51"W., 47.90 FEET; THENCE N.80°07'14"W., 50.83 FEET; THENCE N.73°26'53"W., 34.85 FEET; THENCE 21.43 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°33'08" (THE LONG CHORD BEARS N.85°43'28"W., 21.26 FEET); THENCE S.81°59'59"W., 26.78 FEET; THENCE 70.83 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 40°34'55" (THE LONG CHORD BEARS N.77°42'34"W., 69.36 FEET); THENCE N.57°25'06"W., 3.90 FEET TO THE WEST LINE OF TRACT "A", "MARQUAM HEIGHTS"; THENCE ALONG SAID WEST LINE, N.00°17'36"W., 23.81 FEET; THENCE S.57°25'06"E., 16.83 FEET; THENCE 56.66 FEET ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40°34'55" (THE LONG CHORD BEARS S.77°42'34"E., 55.49 FEET); THENCE N.81°59'59"E., 26.78 FEET; THENCE 30.00 FEET ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°33'08" (THE LONG CHORD BEARS S.85°43'28"E., 29.77 FEET); THENCE S.73°26'53"E., 33.69 FEET; THENCE S.80°07'14"E., 48.62 FEET; THENCE S.86°07'51"E., 44.53 FEET; THENCE N.80°37'26"E., 48.20 FEET; THENCE N.61°01'13"E., 36.62 FEET TO THE EAST LINE OF AFOREMENTIONED TRACT "A"; THENCE ALONG SAID EAST LINE, S.00°18'48"E., 22.79 FEET TO THE POINT-OF-BEGINNING, CONTAINING 6816 SQUARE FEET, MORE OR LESS.



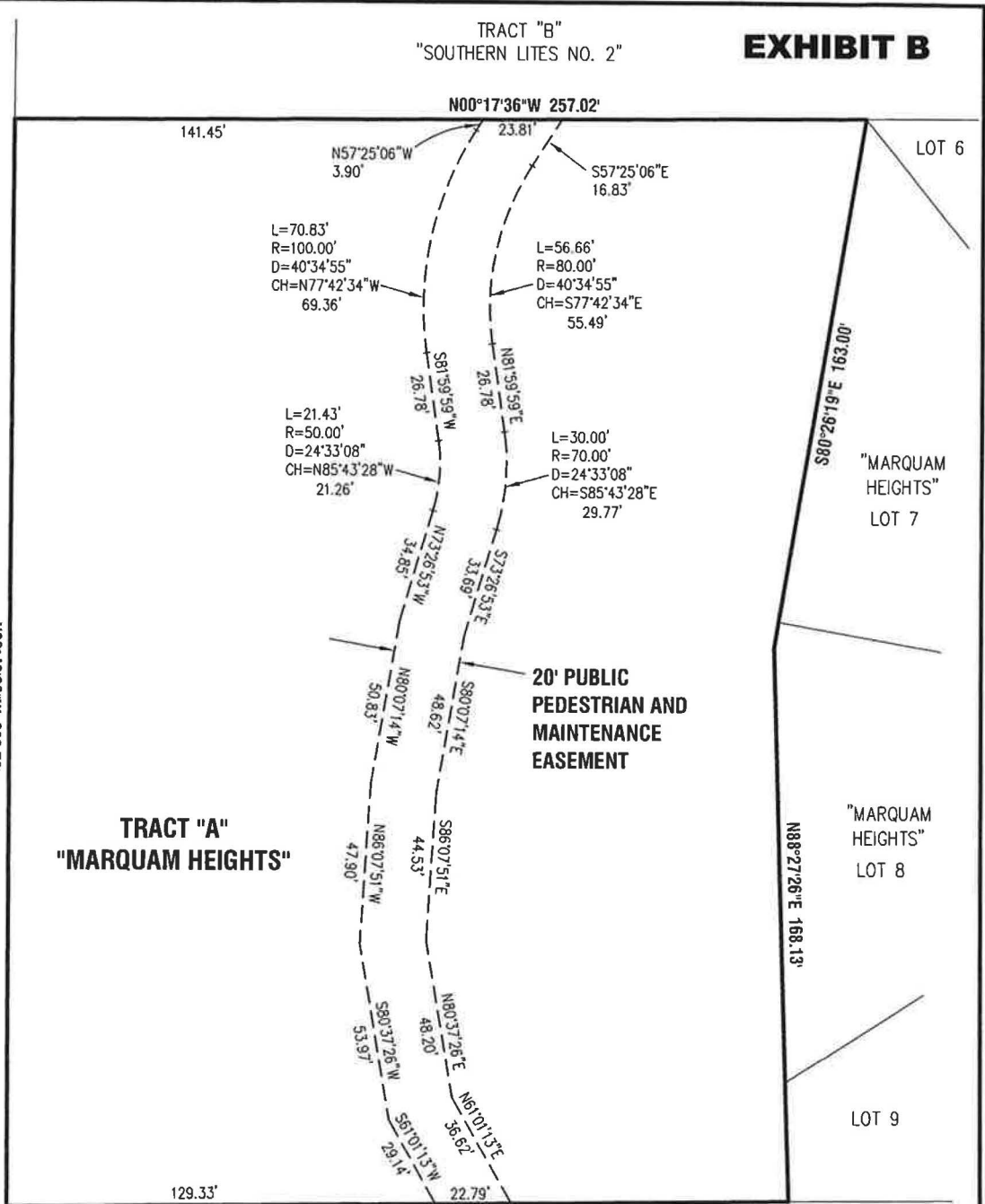
DATE OF SIGNATURE: 11-14-16
EXPIRES: 12/31/2016

EXHIBIT B

TRACT "B"
"SOUTHERN LITES NO. 2"

TAX LOT 100
MAP 1-2E-34DD

N89°43'29"W 328.79'



TRACT "A"
"MARQUAM HEIGHTS"

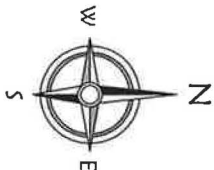
20' PUBLIC
PEDESTRIAN AND
MAINTENANCE
EASEMENT

"MARQUAM
HEIGHTS"
LOT 8

TRACT "C"
"SCOTT CREEK PARK"

POINT OF BEGINNING

20' WIDE PUBLIC PEDESTRIAN
AND MAINTENANCE EASEMENT
PER DOC. NO. 2004-083537



Scale: 1" = 40'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael A. Rademacher

OREGON
JULY 16, 1987
MICHAEL A. RADEMACHER
2303

DATE OF SIGNATURE: 11-14-16
EXPIRES: 12/31/2016

EASEMENT EXHIBIT MAP

7795 Exh.dwg

COMPASS Land Surveyors
4107 SE International Way, Suite 705
Milwaukie, Oregon 97222 503-653-9093

NORTH CLACKAMAS PARKS &
RECREATION DISTRICT
150 BEAVERCREEK ROAD
OREGON CITY, OREGON 97045.

PUBLIC PEDESTRIAN AND
MAINTENANCE EASEMENT
TRACT "A", "MARQUAM HEIGHTS"



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

15 December 2016

Board of County Commissioners
 As the Governing Body of the
 North Clackamas Parks and Recreation District

Members of the Board:

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffery D. Munns
 Assistants

Acceptance of Former City of Damascus Parkland From Clackamas County

Purpose/Outcomes	Acceptance of Real Property
Dollar Amount and Fiscal Impact	For no value. NCPRD to assume obligations with respect to the property under Metro Agreement
Funding Source	N/A
Duration	Permanent
Previous Board Action	Discussed in Policy Session as part of Damascus disincorporation impacts.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Build public trust through good government – maintaining and providing park services and not letting former municipal assets go to waste. 2. Honor, utilize, promote and invest in natural resources – supporting and providing natural resource access and utilization.
Contact Person	Chris Storey, Assistant County Counsel
Contract No.	N/A

BACKGROUND:

When the City of Damascus disincorporated, it was obligated by statute to convey to Clackamas County all city-owned real property. The city conveyed several parcels to the County by deed during its transition period. However, due to city oversight a parcel of parkland, commonly referred to as the Vogel parcel, was not conveyed by deed prior to the city officially dissolving.

County Counsel staff has discussed the issue with recording and title companies to find an appropriate resolution to this apparent break in title. After due deliberation, staff believes the best path is to acknowledge the break in a subsequent deed.

AFTER RECORDING RETURN TO:
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

UNTIL A CHANGE IS REQUESTED
SEND TAX STATEMENTS TO:
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

BARGAIN AND SALE DEED

Clackamas County, an Oregon political subdivision, as successor in interest to the City of Damascus, formerly an Oregon municipal corporation (“Grantor”) conveys to North Clackamas Parks and Recreation District, a county service district organized under ORS 451 (“Grantee”), the following described real property:

See Exhibit A attached hereto and incorporated herein by this reference.

The true consideration for this conveyance is \$-0-; however, the actual consideration consists of other property or value given and received, which is the whole thereof.

The citizens of the City of Damascus (the “City”) voted to disincorporate on May 17, 2016. The disincorporation became effective on July 18, 2016. ORS 221.650 required the City to convey its real property rights to Clackamas County within 30 days of the election authorizing the disincorporation. The City failed to do so. ORS 221.650 provides that at the end of 60 days from the date of the election authorizing the disincorporation, the City shall cease to exist in its corporate capacity and all its property rights and interests shall vest in Clackamas County. Therefore Clackamas County is the due and proper holder of rights regarding this real property and may convey to Grantee the same.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR

COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

GRANTOR:

CLACKAMAS COUNTY

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on December ____, 2016, by _____
_____ as _____ of Clackamas County.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

The foregoing conveyance is hereby **ACCEPTED:**

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on December ____, 2016, by
_____ as _____ of the North Clackamas Parks
and Recreation District.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A

The South 261.45 feet of the West 500 feet of that part of the Northwest one-half of the Northeast one-quarter of Section 5, Township 2 South, Range 3 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, lying West of Foster Road, Market Road No. 18, more particularly described as follows:

Beginning at the Northwest corner of Section 5, Township 2 South, Range 3 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon; thence South along the West line of Section 5, 1295.83 feet to the center line of Vogel Road, the true place of beginning; thence South $88^{\circ} 37' 10''$ East along said center line 500 feet; thence North parallel to the West line of said Section 5, 261.45 feet; thence North $88^{\circ} 37' 10''$ West parallel to the center line of Vogel Road, 500 feet to the West line of Section 5; thence South along Section line 261.45 feet to the true point of beginning except that part lying within the boundaries of public roads.

ALSO part of the Northwest one-quarter of the Northwest one-quarter of Section 5, Township 2 South, Range 3 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, lying West of the Westerly boundary of Clackamas County Public Market Road No. 18, more particularly described as follows:

Beginning at the Northwest corner of Section 5, Township 2 South, Range 3 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon; thence South $89^{\circ} 29' 10''$ East, 297.20 feet more or less to the Westerly boundary of Market Road No. 18; thence following the Westerly boundary of said road South $7^{\circ} 02' 50''$ West, 90.41 feet; thence 427.18 feet along the arc of 984.93 feet radius curve to the left; thence South $17^{\circ} 48' 10''$ East, 291.70 feet; thence 318.85 feet along the arc of a 507.46 feet radius curve to the left; thence South $53^{\circ} 48' 10''$ East, 91.70 feet; thence 312.57 feet along the arc of a 746.20 feet radius curve to the left; thence South $77^{\circ} 48' 10''$ East, 74.60 feet; thence 210.25 feet along the arc of a 447.46 feet radius curve to the right; thence North $88^{\circ} 32' 10''$ West along a line parallel to the South line of the North one-half of the Northwest one-quarter of Section 5, 715.81 feet to a point; thence North along a line parallel to the West line of Section 5, 241.45 feet to a point; thence North $88^{\circ} 32' 10''$ West, 500 feet to the West line of Section 5; thence North along the West line of Section 5, 1063.62 feet to the Northwest corner of Section 5, to the point of beginning.

The Vogel property was acquired by the City of Damascus through the support and use of Metro greenspace bond dollars. There are certain restrictions on use and management that go with the use of the Metro greenspace dollars. Metro has requested that either the County enter into an agreement with it to reflect that obligation, or convey the property to an entity that already has a greenspace agreement with Metro.

North Clackamas Parks and Recreation District (“NCPRD”) has a current agreement with Metro regarding the use of greenspace dollars. NCPRD’s boundaries are only a short distance from the Vogel property, and anticipates that growth will expand the district to cover that area and beyond within a short time horizon. Therefore staff believes that the best course of resolution for the Vogel property is for the County, as successor in interest from the City of Damascus, to convey the parcel to NCPRD for park uses consistent with their existing Metro obligations. Metro is supportive of this plan and is willing to adopt a short amendment to the existing NCPRD-Metro agreement to reflect the addition of this property as an authorized use of bond proceeds.

RECOMMENDATION:

Staff recommends that the BCC, as the governing body of NCPRD, accept conveyance of the Vogel Property from Clackamas County pursuant to the attached Bargain and Sale deed.

Respectfully submitted,

Chris Storey
Assistant County Counsel

Attachment – Bargain and Sale Deed



Gregory L. Geist
Director

December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement
for Sharing Resources and Services for CCSD No. 1

Purpose/Outcomes	For Clackamas County Service District No. 1 to become a signatory to a Managing Oregon Resources Efficiently (MORE) IGA with other regional municipalities to allow for sharing equipment, resources, and services.
Dollar Amount and Fiscal Impact	Discretionary expenditures within approved annual budgets.
Funding Source	Clackamas County Service District No. 1 Budget; No General Funds involved.
Duration	Execution until voluntary termination by District
Previous Board Action/Review	Department of Transportation and Development signatory approval: 06132013 B. 1.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This program supports the Strategic Plan objective that customers will continue to benefit from a well-managed utility and properly functioning infrastructure that supports healthy streams and reduces flooding, and that 50% of district streams are healthy. 2. This program supports the County's Strategic Plan objective of building a strong infrastructure that delivers services to customers.
Contact Person	Ron Wierenga (503) 742-4581, Surface Water Manager

BACKGROUND:

Clackamas County Service District No. 1 (CCSD1) administrates surface water management practices in accordance with a federal municipal separate storm sewer system (MS4) permit within its boundaries. Various forms of publicly owned infrastructure are located within the district boundary, and other governmental entities administer the maintenance associated with those rights-of-way or properties.

The PMAT-IGA (Portland Metropolitan Area Transportation Intergovernmental Agreement) began in 1996 as an agreement for shared services by Multnomah County, the City of Gresham, and the Oregon Department of Transportation (ODOT). The concept of having an Intergovernmental Agreement (IGA) in place for shared services has since grown to its current membership of 71 public entities throughout the State of Oregon. As such, the PMAT-IGA evolved into a new IGA with a more statewide focus. The Managing Oregon Resources Efficiently (MORE) IGA was crafted in February 2013, and replaced the previous PMAT-IGA framework.

The MORE-IGA would allow CCSD1 to share equipment, materials, resources, and services for public works, municipal, transportation, engineering, construction, operations, maintenance, and

other related activities. More specifically, it can use this agreement to share equipment and services to address drainage concerns caused by storm system malfunction, including flooding. CCSD1 can also use this agreement to conduct pollution prevention activities, such as eliminating illicit discharges to the storm system and spill cleanup, as well as for municipal operations like street sweeping that prevent pollution.

Clackamas County's Department of Transportation and Development became a signatory to this IGA on June 13, 2013.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement for Sharing Resources and Services.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

MANAGING OREGON RESOURCES EFFICIENTLY {**MORE**}

INTERGOVERNMENTAL AGREEMENT for resources and services

This Agreement is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the **MORE-IGA** {Managing Oregon Resources Efficiently Intergovernmental Agreement} (“**AGREEMENT**”).

WHEREAS:

1. Each **PARTY** owns certain equipment and materials, and provides services that may be useful to another **PARTY** for public works, municipal, transportation, engineering, construction, operations, maintenance, service districts, emergency management and related activities; and
2. The **PARTIES** agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and
3. The **PARTIES** desire to enter into this **AGREEMENT** to establish procedures for sharing equipment, materials, resources, and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The **PARTIES** shall make available to each other vehicles, equipment, machinery, materials, related items (“**EQUIPMENT OR MATERIALS**”) and/or services in the manner and on the terms and conditions provided herein. The **PARTY** supplying the services or the **EQUIPMENT OR MATERIALS** shall be designated as the "**PROVIDER**" herein. The **PARTY** receiving the services or assuming the use of **EQUIPMENT OR MATERIALS** shall be designated as the "**USER**" herein.
2. A cost estimate for specific services will be supplied by the **PROVIDER** at the request of the **USER**. Service **PROVIDERS** shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to **USER**. Unless other arrangements are agreed upon by the **PARTIES**, **PROVIDER'S** invoices will be paid by **USERS** in full within thirty (30) days of billing.
3. **EQUIPMENT OR MATERIALS** and/or services shall be provided upon reasonable request at mutually convenient times and locations. The **PROVIDER** retains the right to refuse to honor a request if the **EQUIPMENT OR MATERIALS** are needed for other purposes, if providing the **EQUIPMENT OR MATERIALS** would be unduly inconvenient, or if for any other reason, the **PROVIDER** determines in good faith that it is not in its best interest to provide a particular item at the requested time. **EQUIPMENT OR MATERIALS** shall be returned immediately at **PROVIDER'S** request.
4. The **USER** receiving the **EQUIPMENT OR MATERIALS** shall take proper precaution in its operation, storage and maintenance. **EQUIPMENT OR MATERIALS** shall be used only for its intended purpose. The **USER** shall permit the **EQUIPMENT OR MATERIALS** to be used only by properly trained, properly licensed, and supervised operators. The **USER** shall be responsible for **EQUIPMENT OR MATERIALS** repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The **USER** shall not be responsible for scheduled preventive maintenance (**P.M.**) unless **EQUIPMENT OR MATERIALS** hours used exceeds the **P.M.** schedule periods and has been agreed by the **PROVIDER**. The **USER** shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of **EQUIPMENT OR MATERIALS** (i.e., fluid checks, lubricating, etc.) during the period in which the **EQUIPMENT OR MATERIALS** is in **USER'S** possession.
5. **PROVIDER** shall endeavor to provide **EQUIPMENT OR MATERIALS** in good working order and to inform **USER** of any information reasonably necessary for the proper operation of the **EQUIPMENT OR MATERIALS**. The **EQUIPMENT OR MATERIALS** are provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. **USER** shall be solely responsible for selecting the proper **EQUIPMENT OR MATERIALS** for its needs and inspecting **EQUIPMENT OR MATERIALS** prior to use. It is acknowledged by the **PARTIES** that the **PROVIDER** is not in the

business of selling, leasing, renting or otherwise providing EQUIPMENT OR MATERIALS to others, and that the PARTIES are acting only for their mutual convenience and efficiency.

6. The PARTIES shall provide EQUIPMENT OR MATERIALS storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the EQUIPMENT OR MATERIALS shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.
7. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate EQUIPMENT OR MATERIALS. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the EQUIPMENT OR MATERIALS.
8. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.
9. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using EQUIPMENT OR MATERIALS or services under this AGREEMENT. PROVIDERS requiring that their personnel operate EQUIPMENT OR MATERIALS shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate EQUIPMENT OR MATERIALS. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the EQUIPMENT OR MATERIALS shall adequately insure the EQUIPMENT OR MATERIALS or provide self-insurance coverage.
10. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.
11. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate agreements governing the terms and conditions for providing EQUIPMENT OR MATERIALS or services on terms different than specified herein.
12. Any **OREGON PUBLIC ENTITY** may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to the **CONTRACT ADMINISTRATOR**. The current CONTRACT ADMINISTRATOR is:

Don Newell, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305

Telephone: 503.365.3129, e-mail: DNewell@co.Marion.or.us

A new CONTRACT ADMINISTRATOR may be named at any time with the approval of a majority of the PARTIES.

13. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -

Final MORE-IGA narrative revision date: **March 5, 2013** (no changes or additions are allowed to the above)

MORE-IGA SIGNATURE PAGE

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

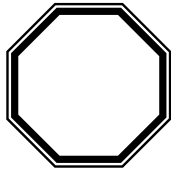
IN THE WITNESS WHEREOF, the PUBLIC ENTITY Clackamas County Service District No. 1 (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Counsel	_____ Date	_____ Counsel's title

Name & title of the AGENCY'S IGA OVERSEER:	<u>Ron Wierenga, Surface Water Manager</u>		
Address:	<u>150 Beaver creek Road</u>		
	<u>Oregon City, OR 97045</u>		
Office Phone:	<u>(503) 742-4581</u>	Cell Phone:	<u>(360) 831-7229</u>
E-mail:	<u>rwierenga@co.clackamas.or.us</u>		

<i>Optional:</i> Name & title of Agency's 2 nd Contact:	<u>Greg Eyerly, Water Quality Manager</u>		
Office Phone:	<u>(503) 557-2802</u>	Cell Phone:	<u>(503) 867-0704</u>
E-mail:	<u>geyerly@co.clackamas.or.us</u>		

1. Mail the original signed MORE-IGA SIGNATURE PAGE (this page – *actual hard copy page*) to:
Don Newell, CONTRACT ADMINISTRATOR for distribution to member agencies.
Marion County, 5155 Silverton Road NE, Salem, Oregon 97305 e-mail: DNewell@co.Marion.or.us
Telephone: 503.365.3129 MORE-IGA web site: <http://www.MOREoregon.com>
2. Retain a 2nd **original signed MORE-IGA SIGNATURE PAGE** for your records (a total of 2-sets are required).
3. Send additional agency staff contacts' e-mail addresses to the above CONTRACT ADMINISTRATOR.
4. Copy other PARTIES' **MORE-IGA SIGNATURE PAGES** for your agency's records from the above MORE-IGA web site.





Gregory L. Geist
Director

December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement
for Sharing Resources and Services

Purpose/Outcomes	For Surface Water Management Agency of Clackamas County to become a signatory to a Managing Oregon Resources Efficiently (MORE) IGA with other regional municipalities to allow for sharing equipment, resources, and services.
Dollar Amount and Fiscal Impact	Discretionary expenditures within approved annual budgets.
Funding Source	Surface Water Management Agency of Clackamas County Budget; No General Funds involved.
Duration	Execution until voluntary termination by District
Previous Board Action/Review	Department of Transportation and Development signatory approval: 06132013 B. 1.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This program supports the Strategic Plan objective that customers will continue to benefit from a well-managed utility and properly functioning infrastructure that supports healthy streams and reduces flooding, and that 50% of district streams are healthy. 2. This program supports the County's Strategic Plan objective of building a strong infrastructure that delivers services to customers.
Contact Person	Ron Wierenga (503) 742-4581, Surface Water Manager

BACKGROUND:

The Surface Water Management Agency of Clackamas County (SWMACC) administrates surface water management practices in accordance with a federal municipal separate storm sewer system (MS4) permit within its boundaries. Various forms of publicly owned infrastructure are located within the district boundary, and other governmental entities administer the maintenance associated with those rights-of-way or properties.

The PMAT-IGA (Portland Metropolitan Area Transportation Intergovernmental Agreement) began in 1996 as an agreement for shared services by Multnomah County, the City of Gresham, and the Oregon Department of Transportation (ODOT). The concept of having an Intergovernmental Agreement (IGA) in place for shared services has since grown to its current membership of 71 public entities throughout the State of Oregon. As such, the PMAT-IGA evolved into a new IGA with a more statewide focus. The Managing Oregon Resources Efficiently (MORE) IGA was crafted in February 2013, and replaced the previous PMAT-IGA framework.

The MORE-IGA would allow SWMACC to share equipment, materials, resources, and services for public works, municipal, transportation, engineering, construction, operations, maintenance, and other related activities. More specifically, it can use this agreement to share equipment and services to address drainage concerns caused by storm system malfunction, including flooding. SWMACC can also use this agreement to conduct pollution prevention activities, such as eliminating illicit discharges to the storm system and spill cleanup, as well as for municipal operations like street sweeping that prevent pollution.

Clackamas County's Department of Transportation and Development became a signatory to this IGA on June 13, 2013.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Surface Water Management Agency of Clackamas County, approve the Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement for Sharing Resources and Services.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

MANAGING OREGON RESOURCES EFFICIENTLY {**MORE**}

INTERGOVERNMENTAL AGREEMENT for resources and services

This Agreement is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the **MORE-IGA** {Managing Oregon Resources Efficiently Intergovernmental Agreement} (“**AGREEMENT**”).

WHEREAS:

1. Each **PARTY** owns certain equipment and materials, and provides services that may be useful to another **PARTY** for public works, municipal, transportation, engineering, construction, operations, maintenance, service districts, emergency management and related activities; and
2. The **PARTIES** agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and
3. The **PARTIES** desire to enter into this **AGREEMENT** to establish procedures for sharing equipment, materials, resources, and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The **PARTIES** shall make available to each other vehicles, equipment, machinery, materials, related items (“**EQUIPMENT OR MATERIALS**”) and/or services in the manner and on the terms and conditions provided herein. The **PARTY** supplying the services or the **EQUIPMENT OR MATERIALS** shall be designated as the "**PROVIDER**" herein. The **PARTY** receiving the services or assuming the use of **EQUIPMENT OR MATERIALS** shall be designated as the "**USER**" herein.
2. A cost estimate for specific services will be supplied by the **PROVIDER** at the request of the **USER**. Service **PROVIDERS** shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to **USER**. Unless other arrangements are agreed upon by the **PARTIES**, **PROVIDER'S** invoices will be paid by **USERS** in full within thirty (30) days of billing.
3. **EQUIPMENT OR MATERIALS** and/or services shall be provided upon reasonable request at mutually convenient times and locations. The **PROVIDER** retains the right to refuse to honor a request if the **EQUIPMENT OR MATERIALS** are needed for other purposes, if providing the **EQUIPMENT OR MATERIALS** would be unduly inconvenient, or if for any other reason, the **PROVIDER** determines in good faith that it is not in its best interest to provide a particular item at the requested time. **EQUIPMENT OR MATERIALS** shall be returned immediately at **PROVIDER'S** request.
4. The **USER** receiving the **EQUIPMENT OR MATERIALS** shall take proper precaution in its operation, storage and maintenance. **EQUIPMENT OR MATERIALS** shall be used only for its intended purpose. The **USER** shall permit the **EQUIPMENT OR MATERIALS** to be used only by properly trained, properly licensed, and supervised operators. The **USER** shall be responsible for **EQUIPMENT OR MATERIALS** repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The **USER** shall not be responsible for scheduled preventive maintenance (**P.M.**) unless **EQUIPMENT OR MATERIALS** hours used exceeds the **P.M.** schedule periods and has been agreed by the **PROVIDER**. The **USER** shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of **EQUIPMENT OR MATERIALS** (i.e., fluid checks, lubricating, etc.) during the period in which the **EQUIPMENT OR MATERIALS** is in **USER'S** possession.
5. **PROVIDER** shall endeavor to provide **EQUIPMENT OR MATERIALS** in good working order and to inform **USER** of any information reasonably necessary for the proper operation of the **EQUIPMENT OR MATERIALS**. The **EQUIPMENT OR MATERIALS** are provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. **USER** shall be solely responsible for selecting the proper **EQUIPMENT OR MATERIALS** for its needs and inspecting **EQUIPMENT OR MATERIALS** prior to use. It is acknowledged by the **PARTIES** that the **PROVIDER** is not in the

business of selling, leasing, renting or otherwise providing EQUIPMENT OR MATERIALS to others, and that the PARTIES are acting only for their mutual convenience and efficiency.

6. The PARTIES shall provide EQUIPMENT OR MATERIALS storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the EQUIPMENT OR MATERIALS shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.
7. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate EQUIPMENT OR MATERIALS. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the EQUIPMENT OR MATERIALS.
8. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.
9. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using EQUIPMENT OR MATERIALS or services under this AGREEMENT. PROVIDERS requiring that their personnel operate EQUIPMENT OR MATERIALS shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate EQUIPMENT OR MATERIALS. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the EQUIPMENT OR MATERIALS shall adequately insure the EQUIPMENT OR MATERIALS or provide self-insurance coverage.
10. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.
11. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate agreements governing the terms and conditions for providing EQUIPMENT OR MATERIALS or services on terms different than specified herein.
12. Any **OREGON PUBLIC ENTITY** may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to the **CONTRACT ADMINISTRATOR**. The current CONTRACT ADMINISTRATOR is:

Don Newell, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305

Telephone: 503.365.3129, e-mail: DNewell@co.Marion.or.us

A new CONTRACT ADMINISTRATOR may be named at any time with the approval of a majority of the PARTIES.

13. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -

Final MORE-IGA narrative revision date: **March 5, 2013** (no changes or additions are allowed to the above)

MORE-IGA SIGNATURE PAGE

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

IN THE WITNESS WHEREOF, the PUBLIC ENTITY Surface Water Management Agency of Clackamas County (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Counsel	_____ Date	_____ Counsel's title

Name & title of the AGENCY'S IGA OVERSEER:	<u>Ron Wierenga, Surface Water Manager</u>	
Address:	<u>150 Beaver creek Road</u>	
	<u>Oregon City, OR 97045</u>	
Office Phone:	<u>(503) 742-4581</u>	Cell Phone: <u>(360) 831-7229</u>
E-mail:	<u>rwierenga@co.clackamas.or.us</u>	

<i>Optional:</i> Name & title of Agency's 2 nd Contact:	<u>Greg Eyerly, Water Quality Manager</u>	
Office Phone:	<u>(503) 557-2802</u>	Cell Phone: <u>(503) 867-0704</u>
E-mail:	<u>geyerly@co.clackamas.or.us</u>	

1. **Mail the original signed MORE-IGA SIGNATURE PAGE** (this page – *actual hard copy page*) to:
Don Newell, CONTRACT ADMINISTRATOR for distribution to member agencies.
Marion County, 5155 Silverton Road NE, Salem, Oregon 97305 e-mail: DNewell@co.Marion.or.us
Telephone: 503.365.3129 MORE-IGA web site: <http://www.MOREoregon.com>
2. Retain a 2nd **original signed MORE-IGA SIGNATURE PAGE** for your records (a total of 2-sets are required).
3. Send additional agency staff contacts' e-mail addresses to the above CONTRACT ADMINISTRATOR.
4. Copy other PARTIES' **MORE-IGA SIGNATURE PAGES** for your agency's records from the above MORE-IGA web site.





Gregory L. Geist
Director

December 15, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement
For Sharing Resources and Services for WES

Purpose/Outcomes	For Water Environment Services to become a signatory to a Managing Oregon Resources Efficiently (MORE) IGA with other regional municipalities to allow for sharing equipment, resources, and services.
Dollar Amount and Fiscal Impact	Discretionary expenditures within approved annual budgets.
Funding Source	Water Environment Services Budget; No General Funds involved.
Duration	Execution until voluntary termination by District
Previous Board Action/Review	Department of Transportation and Development signatory approval: 06132013 B. 1.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This program supports the Strategic Plan objective that customers will continue to benefit from a well-managed utility and properly functioning infrastructure that supports healthy streams and reduces flooding, and that 50% of district streams are healthy. 2. This program supports the County's Strategic Plan objective of building a strong infrastructure that delivers services to customers.
Contact Person	Ron Wierenga (503) 742-4581, Surface Water Manager

BACKGROUND:

Throughout the service area of Water Environment Services (WES), surface water management practices are administrated in accordance with a federal municipal separate storm sewer system (MS4) permit. Various forms of publicly owned infrastructure are located within the service area boundary, and other governmental entities administer the maintenance associated with those rights-of-way or properties.

The PMAT-IGA (Portland Metropolitan Area Transportation Intergovernmental Agreement) began in 1996 as an agreement for shared services by Multnomah County, the City of Gresham, and the Oregon Department of Transportation (ODOT). The concept of having an Intergovernmental Agreement (IGA) in place for shared services has since grown to its current membership of 71 public entities throughout the State of Oregon. As such, the PMAT-IGA evolved into a new IGA with a more statewide focus. The Managing Oregon Resources Efficiently (MORE) IGA was crafted in February 2013, and replaced the previous PMAT-IGA framework.

The MORE-IGA would allow WES to share equipment, materials, resources, and services for public works, municipal, transportation, engineering, construction, operations, maintenance, and

other related activities. More specifically, it can use this agreement to share equipment and services to address drainage concerns caused by storm system malfunction, including flooding. WES can also use this agreement to conduct pollution prevention activities, such as eliminating illicit discharges to the storm system and spill cleanup, as well as for municipal operations like street sweeping that prevent pollution.

Clackamas County's Department of Transportation and Development became a signatory to this IGA on June 13, 2013.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve the Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement for Sharing Resources and Services.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

MANAGING OREGON RESOURCES EFFICIENTLY {**MORE**}

INTERGOVERNMENTAL AGREEMENT for resources and services

This Agreement is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the **MORE-IGA** {Managing Oregon Resources Efficiently Intergovernmental Agreement} (“**AGREEMENT**”).

WHEREAS:

1. Each **PARTY** owns certain equipment and materials, and provides services that may be useful to another **PARTY** for public works, municipal, transportation, engineering, construction, operations, maintenance, service districts, emergency management and related activities; and
2. The **PARTIES** agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and
3. The **PARTIES** desire to enter into this **AGREEMENT** to establish procedures for sharing equipment, materials, resources, and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The **PARTIES** shall make available to each other vehicles, equipment, machinery, materials, related items (“**EQUIPMENT OR MATERIALS**”) and/or services in the manner and on the terms and conditions provided herein. The **PARTY** supplying the services or the **EQUIPMENT OR MATERIALS** shall be designated as the "**PROVIDER**" herein. The **PARTY** receiving the services or assuming the use of **EQUIPMENT OR MATERIALS** shall be designated as the "**USER**" herein.
2. A cost estimate for specific services will be supplied by the **PROVIDER** at the request of the **USER**. Service **PROVIDERS** shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to **USER**. Unless other arrangements are agreed upon by the **PARTIES**, **PROVIDER'S** invoices will be paid by **USERS** in full within thirty (30) days of billing.
3. **EQUIPMENT OR MATERIALS** and/or services shall be provided upon reasonable request at mutually convenient times and locations. The **PROVIDER** retains the right to refuse to honor a request if the **EQUIPMENT OR MATERIALS** are needed for other purposes, if providing the **EQUIPMENT OR MATERIALS** would be unduly inconvenient, or if for any other reason, the **PROVIDER** determines in good faith that it is not in its best interest to provide a particular item at the requested time. **EQUIPMENT OR MATERIALS** shall be returned immediately at **PROVIDER'S** request.
4. The **USER** receiving the **EQUIPMENT OR MATERIALS** shall take proper precaution in its operation, storage and maintenance. **EQUIPMENT OR MATERIALS** shall be used only for its intended purpose. The **USER** shall permit the **EQUIPMENT OR MATERIALS** to be used only by properly trained, properly licensed, and supervised operators. The **USER** shall be responsible for **EQUIPMENT OR MATERIALS** repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The **USER** shall not be responsible for scheduled preventive maintenance (**P.M.**) unless **EQUIPMENT OR MATERIALS** hours used exceeds the **P.M.** schedule periods and has been agreed by the **PROVIDER**. The **USER** shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of **EQUIPMENT OR MATERIALS** (i.e., fluid checks, lubricating, etc.) during the period in which the **EQUIPMENT OR MATERIALS** is in **USER'S** possession.
5. **PROVIDER** shall endeavor to provide **EQUIPMENT OR MATERIALS** in good working order and to inform **USER** of any information reasonably necessary for the proper operation of the **EQUIPMENT OR MATERIALS**. The **EQUIPMENT OR MATERIALS** are provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. **USER** shall be solely responsible for selecting the proper **EQUIPMENT OR MATERIALS** for its needs and inspecting **EQUIPMENT OR MATERIALS** prior to use. It is acknowledged by the **PARTIES** that the **PROVIDER** is not in the

business of selling, leasing, renting or otherwise providing EQUIPMENT OR MATERIALS to others, and that the PARTIES are acting only for their mutual convenience and efficiency.

6. The PARTIES shall provide EQUIPMENT OR MATERIALS storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the EQUIPMENT OR MATERIALS shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.
7. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate EQUIPMENT OR MATERIALS. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the EQUIPMENT OR MATERIALS.
8. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.
9. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using EQUIPMENT OR MATERIALS or services under this AGREEMENT. PROVIDERS requiring that their personnel operate EQUIPMENT OR MATERIALS shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate EQUIPMENT OR MATERIALS. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the EQUIPMENT OR MATERIALS shall adequately insure the EQUIPMENT OR MATERIALS or provide self-insurance coverage.
10. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.
11. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate agreements governing the terms and conditions for providing EQUIPMENT OR MATERIALS or services on terms different than specified herein.
12. Any **OREGON PUBLIC ENTITY** may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to the **CONTRACT ADMINISTRATOR**. The current CONTRACT ADMINISTRATOR is:

Don Newell, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305

Telephone: 503.365.3129, e-mail: DNewell@co.Marion.or.us

A new CONTRACT ADMINISTRATOR may be named at any time with the approval of a majority of the PARTIES.

13. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -

Final MORE-IGA narrative revision date: **March 5, 2013** (no changes or additions are allowed to the above)

MORE-IGA SIGNATURE PAGE

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

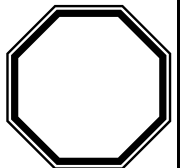
IN THE WITNESS WHEREOF, the PUBLIC ENTITY Water Environment Services (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Counsel	_____ Date	_____ Counsel's title

Name & title of the AGENCY'S IGA OVERSEER:	<u>Ron Wierenga, Surface Water Manager</u>		
Address:	<u>150 Beaver creek Road</u>		
	<u>Oregon City, OR 97045</u>		
Office Phone:	<u>(503) 742-4581</u>	Cell Phone:	<u>(360) 831-7229</u>
E-mail:	<u>rwierenga@co.clackamas.or.us</u>		

<i>Optional:</i> Name & title of Agency's 2 nd Contact:	<u>Greg Eyerly, Water Quality Manager</u>		
Office Phone:	<u>(503) 557-2802</u>	Cell Phone:	<u>(503) 867-0704</u>
E-mail:	<u>geyerly@co.clackamas.or.us</u>		

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Don Newell, CONTRACT ADMINISTRATOR for distribution to member agencies.
Marion County, 5155 Silverton Road NE, Salem, Oregon 97305 e-mail: DNewell@co.Marion.or.us
Telephone: 503.365.3129 MORE-IGA web site: <http://www.MOREoregon.com>
2. Retain a 2nd **original signed MORE-IGA SIGNATURE PAGE** for your records (a total of 2-sets are required).
3. Send additional agency staff contacts' e-mail addresses to the above CONTRACT ADMINISTRATOR.
4. Copy other PARTIES' **MORE-IGA SIGNATURE PAGES** for your agency's records from the above MORE-IGA web site.





Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Contract Documents with WEST Consultants, Inc.
to Provide Comprehensive Stream Flow Monitoring
for Clackamas County Service District No. 1

Purpose/Outcomes	Provide flow monitoring services to support the Watershed Protection (Surface Water) Program.
Dollar Amount and Fiscal Impact	Clackamas County Service District No. 1 budgeted funds of \$65,000 for FY 2016-2017 and \$65,000 for FY 2017-2018
Funding Source	Clackamas County Service District No. 1 Operating fund. No County General Funds are impacted.
Duration	July 1, 2016 to June 30, 2018
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Supports the District's strategic plan that residents of the service district will benefit from properly functioning infrastructure that supports healthy streams and reduces flooding. 2. Supports the County's goal of ensuring safe, healthy and secure communities.
Contact Person	Ron Wierenga, WES Surface Water Program Manager, 503-742-4581
Contract No.	NA

BACKGROUND:

On January 12, 2016, Clackamas County Service District No. 1 ("District") entered into a contract with WEST Consultants, Inc. to provide comprehensive stream flow monitoring services for District.

The Director, on behalf of the District, executed the original contract dated January 12, 2016, which provided \$65,000 in the first year with the option for two (2) potential one-year renewals. The District wishes to amend the contract to fully execute the two (2) renewals in order to continue utilizing the vendor's expertise in providing flow monitoring support.

Execution of the two renewals will:

- Extend the contract expiration date from June 30, 2016 to June 30, 2018
- Amend the total contract value by \$130,000 (\$65,000 for FY 16-17 and \$65,000 for FY 17-18)

The amendment was reviewed by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners acting as the Governing Body for Clackamas County Service District No. 1 approve Amendment #1 to the Contract Documents with WEST Consultants, Inc. to Provide Comprehensive Stream Flow Monitoring for Clackamas County Service District No. 1.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the _____ agenda by Purchasing.



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION

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

December 7, 2016

MEMORANDUM TO THE
BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of December 15th, 2016 this Amendment #1 with WEST Consultants, Inc. to **PROVIDE COMPREHENSIVE STREAM FLOW MONITORING FOR CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**. This project was requested by Leah Johanson of WES (Clackamas County Service District No.1). PGA executed the original contract dated December 23, 2015, which provided \$65,000.00 in the first year with the option for two (2) potential one-year renewals. The District wishes to amend the contract to encompass the two (2) renewals, thus extending the termination date to June 30, 2018, in order to continue with the vendor's expertise in stream flow monitoring. This amendment will result in a cumulative contract total of \$195,000.00. This Amendment #1 has been reviewed and approved by County Counsel. Funds for this project are budgeted under **151-00-42100-431350**.

Respectfully Submitted,

Ryan Rice
Clackamas County Procurement

AMENDMENT #1

**TO THE CONTRACT DOCUMENTS WITH WEST CONSULTANTS, INC. TO
PROVIDE COMPREHENSIVE STREAM FLOW MONITORING FOR
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

This Amendment #1 is entered into between **WEST Consultants, Inc.** ("Contractor") and the Clackamas County Service District No. 1 ("District") shall become part of the Contract entered into between the parties on January 13, 2016.

The Purpose of the Amendment #1 is to make the following changes to the Contract;

1. **Section I. Scope** is hereby changed as follows:
The Contract expiration date is hereby changed from June 30, 2016 to **June 30, 2018**.

2. **Section II. Compensation**
The maximum annual compensation authorized under this Contract shall be \$65,000.00 with a maximum compensation not to exceed \$195,000.00.

ORIGINAL CONTRACT	\$ 65,000.00
AMENDMENT #1	\$130,000.00
TOTAL AMENDED CONTRACT	\$195,000.00

3. **Section VI. Termination-Amendment** is hereby deleted in its entirety and replaced with:
VI. TERMINATION - AMENDMENT
A. TERMINATIONS. This Contract may be terminated for the following reasons: 1) This Contract may be terminated at any time by mutual consent of the parties, or by District for convenience upon thirty (30) days' written notice to the Contractor; 2) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, 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 District 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; 3) This Contract may also be immediately terminated by District 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 District, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of District (or from applicable federal, state, or other sources) to permit District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

- B. This Contract and any amendments to the Contract will not be effective upon approval in writing by an authorized representative of the Board of County Commissioners of Clackamas County and Contractor.
- C. **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.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

WEST Consultants, Inc.
10300 SW Greenburg Road, Suite 470
Portland, OR 97223

Clackamas County Board of
County Commissioners acting as the
Governing Body of Clackamas
County Service District No. 1:

Authorized Signature

Chair

Name, Title

Recording Secretary

Date

Date

247729-80
Oregon Business Registry Number

FBC/CA
Entity Type / State of Formation

Approved as to Form

County Counsel Date



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Amendment #1 to the Contract Documents with Brown and Caldwell, Inc. to Provide Consulting Services for the Clackamas County Service District No.1 Kellogg Creek Wastewater Pollution Control Plant (KCWPCP) Improvements Project

Purpose/Outcomes	Provide Professional Engineering Services to refurbish the Kellogg Creek Water Resource Recovery Facility (“KCWRRF”) to full operational capability, reliability and redundancy.
Dollar Amount and Fiscal Impact	Funding for professional engineering services is available in the FY2016-17 budget. Amendment No.1 increases the agreement by \$1,420,000.00 for a new total agreement amount from \$738,025.00 to a not to exceed amount of \$2,158,025.00.
Funding Source	Clackamas County Service District No.1 FY 2016-17 annual budget. No General Funds impacted.
Duration	December 15, 2016 to October 30, 2017
Previous Board Action/Review	Original Contract approved 042315 V. 1.
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	Randy Rosane PE, Project Manager – Water Environment Services – 503-742-4573
Contract No.	P112139

BACKGROUND:

On April 23, 2015 Clackamas County Board of County Commissioners executed the agreement between Clackamas County Service District No.1 (“District”) and Brown & Caldwell Inc. for Professional Engineering Services for Phase I of the KCWRRF Improvements Project.

The refurbishment of KCWRRF will encompass 11 distinct projects:

- Utility Corridor and Piping Replacement
- RAS Pump Station Improvements
- Peak Plant Design Capacity Reclamation
- Process Air Blower Replacement
- Electrical Phase I & Phase III
- Electrical Phase II
- Influent Pump Station Phase I
- Primary Sludge Pump Station
- WAS Thickening / Polymer Upgrades

- W2 Water Pumps Replacement
- 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 II.

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 will include:

Preparing design packages and coordination with the CM/GC. A total of three design packages will be provided. The project elements are broken up into three categories (high, medium and low risk) according to the priority given to the project in terms of risk and consequence of failure. Multiple elements of the distinct projects will be identified and included in the appropriate category. Phase II will also include participation in the CM/GC Preconstruction Services and GMP review, support construction of high priority work items that will begin prior to Phase III (Engineering Services During Construction), a draft and final preliminary design report and potential design services for additional work listed in the technical memorandum, if budget allows.

District staff has negotiated the scope and level of effort for Phase II of the agreement with Brown and Caldwell, Inc. for an amount not to exceed \$1,420,000.00.

Amendment 1 has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 1 approve Amendment #1 to the Contract Document with Brown and Caldwell Inc. to provide Consulting Services for the Clackamas County Service District No. 1 Kellogg Creek Wastewater Pollution Control Plant (KCWPCP) Improvements Project.

Respectfully submitted,

Greg Geist
Director, WES

Placed on the _____ by Purchasing.