

AGENDA

Thursday, November 5, 2015 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-119

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATIONS *(Following are items of interest to the citizens of the County)*

1. Recognition of Veterans Day (Erika Silvers, Clackamas County Veterans Services)
2. Recognition of Clackamas County Sheriff's Office Marine Unit Valuable Contribution Award (Deputy Adam Tingey)

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

III. 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 Contract 30732-CC with Ride Connection, Inc. to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*

B. Department of Transportation & Development

1. Approval of Intergovernmental Agreement with Metro to Implement the Fiscal Year 1015-2016 (Year 26) Annual Waste Reduction and Recycle at Work Program

C. Department of Emergency Management

1. Approval of Fiscal Year 15 State Homeland Security Grant Program Agreements with the State of Oregon for Emergency Management Training, Community Emergency Response Team (CERT) Program Development and Completion of a Clackamas County Medical Examiner's Regional Response Team Mass Fatality Exercise

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

IV. DEVELOPMENT AGENCY

1. Approval of a Funding Agreement between Clackamas County and the Clackamas County Development Agency to Cover Additional Debt Service on the Brooks Building

V. WATER ENVIRONMENT SERVICES

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

1. Approval of a construction Contract between Tri-city Service District and Boede Construction, Inc. for the Willamette Pump Station Rehabilitation Project

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html

November 5, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Recognition of Veterans Day

Purpose/Outcomes	Acknowledge the service, commitment and sacrifices of those who have served our great nation. Appreciation and support for those who have served and those who are currently serving, and for the family and friends who are also impacted by military service.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	N/A
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	N/A

BACKGROUND:

Since 1938, the United States has commemorated the sacrifices of its armed forces by designating November 11th as a national holiday. Today, the Program Manager of the Clackamas County Veterans Service Office and the Program Director of Community Solutions for Clackamas County come before the Board of County Commissioners to acknowledge the service, commitment and sacrifices of those who have served our great nation. Appreciation and support for those who have served and those who are currently serving, and for the family and friends who are also impacted by military service, is needed now more than ever.

Clackamas County continues to use innovative strategies to support our Veterans by helping them address a broad spectrum of needs.

The County Veterans Service Office assists veterans to obtain VA financial and medical benefits. This year the County's Veterans Service Office staff members, Janice Harlan-Tafoya, Gina Thomas, Heather Miewald, Michael McMillan and Jackie Bauer had 1,336 claims granted, a 67% increase over last year. The CVSO helped secure more than \$8.9 million dollars in federal benefits for Clackamas County veterans.

Community Solutions assists veterans in need of training and employment with individualized workforce services. These veterans have multiple complex needs including poverty, disability and criminal justice involvement. Last year, 83% of veterans who received training were placed into jobs earning an average of \$13.52 an hour or 43% above minimum wage.

Healthy Families. Strong Communities.

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

www.clackamas.us

The County maintains an active, 18 member Veterans Advisory Committee that ensures that the perspective of a broad diversity of Clackamas County veterans have the opportunity to impact County plans and services.

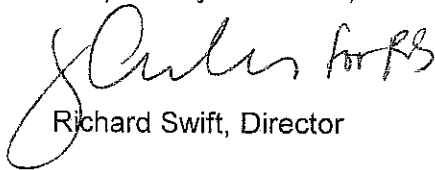
Specifically in support of the Performance Clackamas goal of cutting veteran homelessness in half, 46 VASH vouchers have been issued to Clackamas County. A new Veterans Rapid Re-Housing program is about to launch and new coordination is taking place between the VA, H3S and community partners serving homeless veterans.

Clackamas County supports its veterans.

Recommendation

Staff respectfully requests that the Board recognize and honor the service, commitment and sacrifices of all military personnel, reservists, Veterans and their families.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift for RB", written in a cursive style. The signature is positioned above the printed name of the signatory.

Richard Swift, Director

Veteran's Day



PRESENTATION TO THE
CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS

NOVEMBER 5, 2015

VETERANS IN THE STATE AND COUNTY

Veterans in Oregon	316,626*
Veterans in Clackamas County	34,380**
Veterans in County Workforce	

-Every level, every Department, major impact on County infrastructure and services. (DES software currently cannot total)

* Only 30% of eligible Oregon veterans are currently receiving VA benefits

** 74 Veterans were counted in the 2015 Homeless Count



GOALS FOR VETERANS IN CLACKAMAS COUNTY

- Employment, training and education opportunities are available so that all veterans in Clackamas County can obtain living wage employment
- Returning veterans receive the support they need to successfully re-enter local communities, including veterans with physical disabilities, PTSD and traumatic brain injuries
- Easy access to VA benefits is available through the County Veterans Service Office

GOALS (CONT'D)

- Families are supported before, during, and after deployment
- All homeless veterans in Clackamas County have the services and supports they need to regain stable housing
- Increased housing assistance options are available including a variety of housing models to meet unique veteran needs

SERVICES AND ACTIVITIES



CLACKAMAS VETERANS SERVICE OFFICERS

During 2014-15, CVSO staff

- Met with 2,008 clients
 - Filed 867 initial compensation claims
 - Had 1,336 claims granted, a 67% increase from last year
 - Generated new federal monetary benefits of \$8.9 million dollars.
- Increased compensation and benefits brought to Clackamas veterans by **89% between 2007-2013**

CLACKAMAS VETERANS' WORKFORCE PROGRAM (COMMUNITY SOLUTIONS)

- Served 40 Veterans
 - 85% received training
 - 83% became employed
- Average wage \$13.52
 - Jobs included: construction, government, security, public customer service
 - 8% on the job training or work experience
- Demographics:
 - 22% former offenders,
 - 27% have a disability,
 - 20% previously received public assistance



HOUSING FOR VETERANS

- **VASH Vouchers** provide on-going rental assistance:
 - 30 formerly homeless veteran households provided with on-going rental assistance to maintain housing stability
 - 15 more homeless veterans have been issued vouchers and are searching for housing
 - 1 more voucher remaining to be assigned
- **Hope Programs** provide Permanent Supporting Housing to chronically homeless veterans and their families.
 - Four households, comprised of 4 adults and 9 children, received housing and support services.

EDUCATION AND TRAINING

- Veterans Education and Training Center and Veterans Services Department at Clackamas Community College

4,900 individual education & training services were provided during the year; 200 veterans per term utilized VA educational benefits in pursuit of a degree or certificate program



ACTIVITIES IN 2015-16



VETS RAPID RE-HOUSING & LANDLORD OUTREACH

This new program will house 10 homeless veteran households, with the goal to stabilize their housing and income and exit them within two years. It will also focus on building the network of landlords working with H3S and HACC rental subsidy programs to maximize housing options for veterans and others.

HOMELESS VETERAN OUTREACH TEAM CONTINUES

The homeless veteran outreach team has identified and engaged with more than 140 homeless veterans, 12 are now housed with VASH vouchers. The team will continue to engage with identified homeless veterans, building their trust and linking them with income and housing programs.

ACTIVITIES IN 2015-16

OUTREACH

- Outreach continues to reach Veterans and their families who may not be aware of the free services offered by the CVSO to assist them in receiving any or all of the benefits they have earned.
- Focus also remains on veterans in long term care facilities who are not connected to additional benefits that could help them afford their needed level of care.

SUICIDE PREVENTION TRAINING

- Veterans have double the risk of completing suicide than non-veterans. Veterans suicide prevention training is November 16.

MUCH MORE WORK TO DO....

- **EMPLOYMENT:** Veterans in Oregon experience unemployment rates that are higher than the nation average for veterans, and are higher than the rate for non-veterans in Oregon
- **MENTAL HEALTH STIGMA:** The stigma associated with mental health problems is a serious barrier to veterans accessing needed services.
- **TRAUMA:** Female and male veterans experience unique health and mental health concerns, including the impact of military sexual trauma.
- **HOMELESSNESS:** The majority of homeless veterans identified during the 2015 homeless count reported having a disability.

PLEASE CONTACT THE CVSO!

- CVSO Location Public Services Building, 2nd Floor
205 I Kaen Road, Oregon City
Monday – Thursday
7 a.m. to noon
1 p.m. to 5 p.m.
- Phone 503-650-5631
- Email veterans@clackamas.us
- Website <http://www.clackamas.us/socialservices/veterans.html>

PLEASE CONTACT THE CLACKAMAS VETERANS WORKFORCE PROGRAM!

- Community Solutions Location: 112 11th St.
Oregon City
Monday – Thursday
7:30 a.m. to 5pm
- Phone 503-650-8914
- Email KenBie@clackamas.us
- Website <http://www.clackamas.us/communitysolutions/employment.html>

THANKS VETERANS



11/5/2015

November 5, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Contract 30732-CC with
Ride Connection, Inc. to Provide Funding for Rides Provided by
Members of the Clackamas County Transportation Consortium**

Purpose/Outcomes	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
Dollar Amount and Fiscal Impact	Contract total is \$694,682. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund (STF) and Tri-County Metropolitan Transportation District of Oregon (Tri-Met).
Funding Source	State of Oregon, STF and Tri-Met General funds. No County General Funds are involved
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	012314-A1 Approval to Apply
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7459

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Contract 30732-CC with Ride Connection, Inc. This contract provides funding for rides provided throughout the County by members of the Clackamas County Transportation Consortium. This contract will provide continued funding to reimburse members of the Clackamas County Transportation Consortium for transportation services they provide to Clackamas County seniors and persons with disabilities during fiscal year 2015-16. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Centers located in Canby, Estacada, Gladstone, Hoodland/Welches, Lake Oswego, Milwaukie, Molalla, Oregon City, and Sandy provide rides in lift equipped mini-buses to residents in their service area. The transportation services provided by senior centers are primarily to the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. However, the Centers also provide transportation for shopping, personal business, and medical appointments in their local area. Some centers, using ODOT/STF Formula funds, use taxis to provide transportation to medical facilities outside their service area. The TRP program provides rides in either a lift equipped mini-

buses or mini-van driven by paid staff or in privately owned autos driven by volunteers. TRP provides transportation throughout the county and to medical facilities located in the Portland-metro area. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. In general, transportation is provided weekdays between 8:00 am and 5:00pm.

This contract is late due to Ride Connection not being able to release contracts/modifications to its sub-contractors until their funding source released their contract. This resulted in the delay of Ride Connection sending out its contracts for FY15-16. The contract was approved by County Council on October 20, 2015.

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

RIDE CONNECTION, INC.
PROFESSIONAL SERVICES CONTRACT

Contract No. 30732-CC

This contract is by and between RIDE CONNECTION, Inc., an Oregon nonprofit corporation (hereinafter "RIDE CONNECTION") and Clackamas County, by and through Health, Housing, and Human Services Department, Social Services Division, (hereinafter "Contractor").

1) TERM

The term of this contract shall be from July 1, 2015 through June 30, 2016, unless terminated sooner under the provisions of this contract.

2) COMPENSATION

RIDE CONNECTION agrees to pay Contractor a maximum of \$694,682.39 and Contractor agrees to pay a maximum match of \$5,195.11 as outlined in Exhibit B1. Contractor will bill Ride Connection in accordance with Exhibit F, which is attached hereto and made part of this contract.

All Contractor invoices shall be sent directly to RIDE CONNECTION and shall contain a reference to the contract number and date services were furnished. Reimbursement to Contractor will be made either quarterly or monthly upon receipt of funding from Oregon Department of Transportation or TriMet.

3) STF REQUIREMENTS

RIDE CONNECTION and Contractor enter into this contract for the purpose of providing contracted transportation services to seniors and persons with disabilities residing in the Boring area in Clackamas County affected by the withdrawal of TriMet services and to support contracted transportation service for Ride Connection. RIDE CONNECTION and Contractor have submitted an operating proposal grant application for Special Transportation Formula Funds (STF). Contractor's proposal is attached and incorporated herein as Exhibit E1.

- a) Contractor agrees to provide the service and activities in accordance with ORS Chapter 391, the Section's requirements, and Administrative Rules.
- b) Contractor agrees to specifically address STF moneys in its annual audits. If requested by RIDE CONNECTION, Tri-County Metropolitan Transportation District of Oregon (TriMet) or the Oregon Department of Transportation (ODOT), Contractor shall provide a copy of those audit reports. RIDE CONNECTION, TriMet, or Oregon Department of Transportation may request additional information including, but not limited to, audits of specific projects or services. Contractor will adhere to financial management procedures in accordance with Oregon and other applicable laws, and specifically as provided by ORS 391.800 through 391.830 and OAR Chapter 732.

4) VEHICLE PROVISIONS

Ride Connection operates a program in the state of Oregon, funded by TriMet and ODOT for the management and operation of Ride Connection owned vehicles (listed in Exhibit D1, dated 7/1/2015, incorporated by reference).

- a) Contractor must utilize the vehicle(s) for the purpose of enhancing transportation services for people with disabilities and/or seniors living in the tri-county area.
- b) Ride Connection makes the vehicles listed in Exhibit D1 available to Contractor on terms and conditions stated herein.
- c) Contractor shall pay for all expenses necessary for the proper execution and completion of all service including, but not limited to, keeping the vehicle(s) and equipment in good condition and any other expenses associated with operating the equipment.
- d) Contractor shall be financially responsible for returning the equipment and vehicle(s) listed in Exhibit D1 at the end of its useful life.
- e) In no event shall Ride Connection pay for maintenance or repair of the equipment and vehicle(s) during the term of this agreement, except such maintenance as may be allotted in Exhibit D1.
- f) In the event of major mechanical breakdown, Contractor shall tow the vehicles listed in Exhibit D1 to an appropriate facility and report the problem to Ride Connection.
- g) Contractor must obey all laws in using the vehicle(s) and equipment and must only allow licensed, insured, and Ride Connection approved drivers to operate the vehicles.
- h) Contractor must keep the vehicles listed in Exhibit D1 free of liens and encumbrances.
- a) All drivers of the vehicles under this agreement shall participate in certified training sessions to ensure safety of operations. Ride Connection provides training sessions to meet this requirement.
- b) Ride Connection, ODOT, and TriMet reserve the right to inspect the vehicles at any time.

5) FEDERAL REQUIREMENTS

- a) This contract is funded in part under a financial assistance agreement between Oregon Department of Transportation and the U.S. Department of Transportation, Federal Transit Administration ("FTA"). This contract is subject to all provisions prescribed for third party contracts by the financial assistance agreement, including, but not necessarily limited to, the provisions in Exhibit "A" (FEDERAL REQUIREMENTS), which is attached hereto, and made a part of this contract.
- b) This Contract is funded in part under financial assistance agreement between the Oregon Department of Transportation (ODOT) and RIDE CONNECTION, Inc. This contract is subject to all provisions prescribed for third party contracts by the financial assistance agreement, including, but not necessarily limited to, the provisions in The United States of America Department of Transportation Federal Transit Administration Master Agreement, which is made part of this contract. The FTA Master Agreement is available from the Federal Transit Administration at <http://www.fta.dot.gov> or from Ride Connection upon request.

- c) Contractor shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with OAR Chapter 125 for the Oregon Department of Administrative Services and ORS and in conformance to FTA Circular 4220.1E, *Third Party Contracting Requirements*, ensuring that:
 - a) All applicable clauses required by Federal Statute, executive orders and their implementing regulations are included in each competitive procurement;
 - b) All procurement transactions are conducted in a manner providing full and open competition;
 - c) Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - d) Contracts will not exceed a period of five years without prior approval of FTA, and;
 - e) Construction, architectural and engineering procurements are based on Brooks Act procedures unless the State of Oregon has adopted a statute that governs such procedures.
- d) Exhibit D, the Lobbying Certificate is incorporated and made part of this agreement.
- e) Contractor is responsible for submission of any draft subagreements and contracts associated with this Agreement to Ride Connection for Review and approval. Best Practices Procurement Manual, a technical assistance prepared by the FTA, is available on the FTA website: <http://www.fta.dot.gov>.

6) CONTRACTOR IS AN INDEPENDENT CONTRACTOR

Contractor shall be an independent Contractor for all purposes, and shall be entitled to no compensation from RIDE CONNECTION other than the compensation provided for under this contract. Neither Contractor, nor its officers, directors, employees, subcontractors or volunteers shall hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection or Oregon Department of Transportation for any purpose whatsoever. Contractor will exclusively responsible for all costs and expenses relating to its employment of individuals to perform under this agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding.

7) LIABILITY

Notwithstanding any other agreements, Contractor agrees to defend, hold harmless, and indemnify RIDE CONNECTION, Oregon Department of Transportation and its members, the State of Oregon, TriMet and its members and the Oregon Transportation Commission and its members against any legal liability with respect to bodily injury, death, and property damage arising from the negligence of Contractor during its use of the property owned or registered to RIDE CONNECTION or in performance of the Services.

8) INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents; from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of Contractor, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

9) HOURS OF EMPLOYMENT

Pursuant to ORS 279.316 and ORS 279.334, all laborers shall be paid at least time and a half for all overtime in excess of forty (40) hours in any one week and for all work performed on legal holidays, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209 from receiving overtime.

10) WORKERS' COMPENSATION

- a) The Contractor, its subcontractors, if any, and all employees working under this contract are subject employees under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers, unless they are exempt under ORS 656.126. Contractor shall indemnify Ride Connection and Oregon Department of Transportation including reasonable attorney's fees for breach of this provision.
- b) Contractor warrants that all persons engaged in contract work and subject to the Oregon workers' compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Contractor shall indemnify RIDE CONNECTION for any liability incurred by RIDE CONNECTION as a result of Contractor's breach of the warranty under this Paragraph.

11) WARRANTIES

Contractor warrants that all use of capital purchased under this contract will meet or exceed standards and requirements set forth in this contract. If RIDE CONNECTION discovers a breach of that warranty within one (1) year after final payment under this contract and gives Contractor written notice of that breach within a reasonable time after discovery, Contractor shall remedy the breach promptly and at no cost to RIDE CONNECTION.

12) ASSIGNMENT

Contractor may not assign, delegate, or subcontract for performance of any of its responsibilities under this contract without RIDE CONNECTION's prior written consent.

13) LABOR AND MATERIAL

Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Services, all at no cost to RIDE CONNECTION other than the compensation provided for in this contract.

14) AVAILABILITY OF WORK AND DOCUMENTS

In addition to the rights of inspection provided for under other provisions of this Agreement, Contractor and any organization acting on the Contractor's behalf, will permit Ride Connection, Oregon Department of Transportation, the Public Transit Division, the Secretary of State of the State of Oregon, or TriMet or their authorized representatives, upon reasonable notice, access to all books, documents, papers, data and records relating to the transportation system supported in whole or part by the STF or any other funding provided by ODOT or TriMet, and will allow inspection of the Project supported in whole or part by the STF or other funding provided by TriMet including, but not limited to, the physical premises and Capital Items used to deliver transportation services.

In accordance with the foregoing, Contractor and any organization acting on the Contractor's behalf shall make copies of the applicable records available to Ride Connection, Oregon Department of Transportation, the Public Transit Division, or the Secretary of State of the State of Oregon and TriMet upon their request.

15) RECORD RETENTION

Contractor shall keep complete records pertaining to the requirements and performance of this Agreement, and shall maintain such records for at least six years after Ride Connection's final disbursement of funds or until the completion of any litigation arising under this Agreement, whichever is later. The rights of inspection granted under paragraph 13 shall extend through the retention period.

16) FUNDING LIMITATION

Contractor understands that funds to pay for Contractor's performance under this contract are anticipated to be made available to RIDE CONNECTION from Oregon Department of Transportation or TriMet. All funds must be approved and administered by Oregon Department of Transportation or TriMet. RIDE CONNECTION's obligation hereunder is payable from funds that are appropriated and allocated by Oregon Department of Transportation or TriMet for the performance of this contract. If funds are not allocated, or ultimately are disapproved by Oregon Department of Transportation or TriMet, RIDE CONNECTION may terminate or suspend Contractor's Services without penalty. RIDE CONNECTION shall notify Contractor promptly in writing of the non-allocation, delay, or disapproval of funding. RIDE CONNECTION shall not be liable for damages in connection with this contract on

account of delay in payments to Contractor due to RIDE CONNECTION's lack of available funds from Oregon Department of Transportation or TriMet.

17) TERMINATION FOR CONVENIENCE

RIDE CONNECTION may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this Paragraph shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this Paragraph, Contractor shall be entitled to payment in accordance with the terms of the contract for Services completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this Paragraph, Contractor shall submit an itemized invoice for all unreimbursed Services completed before termination and all contract close-out costs actually incurred by Contractor. RIDE CONNECTION shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

18) TERMINATION BY CONTRACTOR

Contractor may terminate this agreement, upon delivery of written notice of termination to Ride Connection, or at a later date established by Contractor in the written notice, if:

- a) The requisite local funding to continue the project becomes unavailable to Contractor or
- b) Federal or State laws, rules, regulations, or guidelines are modified or interpreted in such a way that the project is no longer allowable or no longer eligible for funding under this Agreement.

19) TERMINATION FOR DEFAULT

If Contractor fails to strictly perform in the manner called for in this contract (including without limitation failure of Contractor to follow procedures set forth in the RIDE CONNECTION OPERATION MANUAL FOR TRANSPORTATION MANAGERS) or if Contractor fails to comply with any other provisions of the contract, RIDE CONNECTION may terminate this contract for default. If the default produces serious safety issues, as determined in the sole discretion of RIDE CONNECTION, then RIDE CONNECTION may immediately and without notice obtain possession and control of any RIDE CONNECTION vehicle used by Contractor to provide the Service. For all other defaults, RIDE CONNECTION shall deliver notice of intent to terminate this contract to Contractor, and Contractor shall have a reasonable period of time (not to exceed 15 days) to cure such default, after which this contract shall be terminated unless cured to the reasonable satisfaction of RIDE CONNECTION. Contractor shall be paid the contract price only for Services performed in accordance with the manner of performance set forth in this contract. If it is later determined by RIDE CONNECTION that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, RIDE CONNECTION may allow Contractor to continue work, or may treat the termination as a termination for convenience.

20) NON-DISCRIMINATION

During the term of this contract, Contractor, Subrecipient, or Subcontractor shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 USC §200d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Contractor, Subrecipient, or Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sexual orientation, sex, age, national origin, political affiliation, marital or veteran status, sensory, mental or physical disability, gender identity, genetics or any other characteristic protected by law and shall not discriminate against any person on the basis of any of the above in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of State-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Ride Connection deems appropriate.

21) JURISDICTION

This contract shall be governed by the laws of the State of Oregon, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon and to the venue of the Multnomah County Circuit Court.

22) COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall adhere to all applicable federal, state, and local laws, regulations, and policies, including, but not limited to, those related to workers' compensation, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, non-discrimination, and affirmative action, including but not limited to those regulations implementing Executive Order Number: 11246 of the President of the United States and section 402 of the Vietnam Readjustment Act of 1973. Contractor shall comply with provisions required in public contracts under ORS Chapter 279, civil rights laws and all requirements established by the Americans with Disabilities Act of 1990, 49 CFR 27 and FTA regulations at 49 CFR Parts 37 and 38. Contractor shall adhere to all safety standards and regulations established by Oregon Department of Transportation and RIDE CONNECTION for Services performed on its premises or under its auspices.

23) INTEGRATION AND MODIFICATION

This contract and the ODOT application submitted by Contractor in connection herewith contain the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. To the extent this contract and the ODOT application conflict, the terms of this contract shall govern. This contract may be modified only by a written agreement signed by authorized representatives of the parties.

24) NOTICES AND COMMUNICATIONS

- a) All notices and other communications concerning this contract shall be written in English and shall bear the number assigned to this contract by RIDE CONNECTION. Notices and other communications may be delivered personally, by telegram, by facsimile, or by regular, certified, or registered mail.
- b) A notice to RIDE CONNECTION will be effective only if it is delivered to RIDE CONNECTION's Executive Director, 9955 NE Glisan St., Portland, OR 97220 or to another individual specifically designated by this contract or by RIDE CONNECTION in a subsequent written notice to Contractor. A notice to Contractor will be effective if it is delivered to the individual who signed this contract on behalf of the Contractor at the address shown with that signature, or to another individual designated by Contractor in this contract or in a written notice to RIDE CONNECTION. Communications other than notices will be effective if delivered to a person designated under this paragraph for receipt of notices or to the project manager for the party receiving the communication if that project manager has been designated by this contract or by written notice to the other party.

25) INSURANCE

- a) During the term of this contract, Contractor shall purchase and maintain any insurance required by this contract. Policies shall be purchased only from companies that are authorized to do business in Oregon, unless Contractor is adequately self-insured. Contractor shall furnish acceptable certificates of insurance to RIDE CONNECTION with ten (10) days after award of this contract, and prior to commencement of any Services. Contractor shall indemnify RIDE CONNECTION for any liability or damages that RIDE CONNECTION may incur due to Contractor's failure to purchase or maintain any required insurance. Contractor agrees to be responsible for the risk of loss, damage or destruction of RIDE CONNECTION vehicle(s) during the term of this Agreement and until the vehicle(s) is/are returned to RIDE CONNECTION.
- b) Contractor shall pay all premiums and deductibles required to provide the following:
 - i) Oregon statutory workers' compensation and \$500,000.00 employer's liability coverage.
 - ii) Commercial general liability insurance covering bodily injury, death, and property damage. This coverage shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis, with not less than the following limits:
 - (1) Bodily Injury, Death, and Property Damage: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
 - iii) Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:
 - (1) Bodily Injury, Death, and Property Damage: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

- iv) Contractor shall pay all deductibles for vehicles.
 - v) If any of the required insurance policies is on a "claims made" basis, such as Professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- c) The insurance required under this Paragraph shall:
- i) Include RIDE CONNECTION, and the State of Oregon, Oregon Department of Transportation, Oregon Transportation Commission, the Public Transit Section, TriMet and each of their respective directors, officers, representatives, agents, and employees as additional insureds with respect to work or operations connected with the contract. Auto insurance shall include RIDE CONNECTION and Oregon Department of Transportation, Public Transit Division as additional insured;
 - ii) Require the insurer to give RIDE CONNECTION not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - iii) Include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by RIDE CONNECTION may be called in to contribute to payment for a loss.
- d) It is agreed to the extent permitted by law that the Contractor's self insurance shall meet the obligations set forth under this Agreement Section 25a,b and c.

26) PROMPT PAYMENT

Contractor shall make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the Services provided for in this contract.

27) INCOME TAX WITHHOLDING

Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

28) SAFETY

In addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are determined to be applicable to performance of this contract by RIDE CONNECTION's Safety/Training Coordinator, including without limitation RIDE CONNECTION OPERATION MANUAL FOR TRANSPORTATION MANAGERS.

29) SUBCONTRACT PROVISIONS

Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work. Contractor shall not be relieved of any responsibility for performance of Contractor's duties under this Agreement, regardless of any subcontract entered into. Contractor shall require any subcontractor performing services under this Agreement to comply with ORS 391.800 through 391.830, OAR Chapter 732 Divisions 5 and 15, as may be amended, and this Agreement and shall enter into a written agreement with each subcontractor that incorporates those requirements. Contractor shall specifically include in all subcontracts a requirement that the subcontractor shall be bound by the following paragraphs of this Agreement as if the subcontractor were the Contractor: 4B, 8, 14, and 15.

30) PROHIBITED INTERESTS

- a) No RIDE CONNECTION board member, officer, employee, or agent shall have any direct or indirect interest in this contract or its proceeds during or within one year after that person's tenure with RIDE CONNECTION.
- b) Except for unsolicited gifts of nominal value given for advertising purposes, no RIDE CONNECTION board member, officer, employee, or agent shall solicit or accept, and Contractor shall not offer or give to any RIDE CONNECTION board member, officer, employee, or agent, any gratuities, favors, or anything of monetary value in connection with this contract.
- c) No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

31) COMPUTATION OF TIME

Time periods measured in days shall be computed by excluding the day upon which the period begins to run and including the last day of the period unless the last day is Saturday, Sunday, or a legal holiday as defined in ORS 187.010 or ORS 187.020. If the last day of the period is a Saturday, Sunday, or legal holiday, the period shall run until, and shall include, the next day that is not a Saturday, Sunday, or legal holiday. All time periods measured in days shall be based upon calendar days.

32) AUDIT AND EXAMINATION OF RECORDS

- a) Contractor shall maintain a complete set of records relating to this contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of RIDE CONNECTION, TriMet, Oregon Department of Transportation, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of six (6) years after final payment under this contract.
- b) Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that RIDE CONNECTION, TriMet, Oregon Department of Transportation, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of six (6) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- c) The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between RIDE CONNECTION, TriMet, Oregon Department of Transportation and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.
- d) RIDE CONNECTION, Oregon Department of Transportation, TriMet or a duly authorized representative of RIDE CONNECTION, Oregon Department of Transportation, or TriMet shall at any time during this contract, have access for the purpose of conducting a performance audit, as per Section 4B.13.

33) REPORTING REQUIREMENTS

Contractor shall submit monthly cost and performance data to Ride Connection via the established process, in accordance with Exhibit C1. Reports shall be due within 20 days following the end of each month, or as otherwise directed by Ride Connection. Ride Connection may require additional reporting information from the Contractor, at Ride Connection's sole discretion.

34) SEVERABILITY

If a provision of this contract is found by a court of competent jurisdiction to be unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. The parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are affected.

35) WAIVER AND NONWAIVER

- a) A waiver by one party of a right to a remedy for breach of this contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. RIDE CONNECTION's acceptance of goods or services, or payment under this contract, shall not preclude RIDE CONNECTION from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this contract.
- b) The parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

36) ENVIRONMENTAL VIOLATIONS

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329)

37) PARAGRAPH HEADINGS AND OTHER TITLES

The parties agree that paragraph headings and other titles used in this contract are for convenience only, and are not to be used to interpret this contract.

38) ATTORNEY FEE PROVISION

If suit or action is instituted to enforce any of the terms or provisions of this contract, the prevailing party shall be entitled to its reasonable attorney fees, costs and disbursements.

39) AUTHORITY

The representative signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this contract.



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

November 5, 2015

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Metro to Implement the FY 15-16 (Year 26)
Annual Waste Reduction and Recycle at Work Program

Purpose/Outcomes	This IGA provides funding to implement the County's solid waste management plan, developed collaboratively each year with Metro.
Dollar Amount and Fiscal Impact	The IGA value is \$303,762. The funds, dispersed by Metro, partially offset the costs of implementing a state-required Solid Waste Management Plan.
Funding Source	Metro-Regional System Fee and County Solid Waste Collection Franchise Fees
Safety Impact	None. Generally, collection of waste, recycling, and waste prevention provide indirect public safety and public health benefits.
Duration	July 1, 2015-June 30, 2016.
Previous Board Action/Review	In years 1991-2014 BCC approved the County's Solid Waste Management Plan and supplemental funding from Metro.
Contact Person	Eben Polk – Resource Conservation & Solid Waste 503-742-4470

BACKGROUND:

Annually Metro and local governments within the tri-county area collaborate to update and refine a plan for waste reduction and recycling. These annual plans are designed to meet the goals and objectives of our Regional Solid Waste Management Plan (RSWMP) which itself implements state policies for the provision of opportunities to recycle, and waste reduction. In its role as the lead agency for RSWMP implementation, Metro has approved the County's Waste Reduction Plan for FY15-16. This is a continuing program—the prior IGA was approved on October 16, 2014. The plans have two main components: the 'Annual Plan', which maintains county-wide waste reduction programs and opportunities for citizens to participate, and the 'Recycle at Work' program.

In support of these annual plans, Metro redistributes funds earned from disposal of garbage at Metro's owned and franchised facilities. The regional funding calculation is based on population (for the Annual Plan funds) and the number of employees (for Recycle at Work funds) in each jurisdiction. Cities within the County are eligible recipients. In addition to carrying out responsibilities for the unincorporated county, County staff, through a series of agreements, performs the annual responsibilities of the RSWMP as outlined in the Waste Reduction Plan for the Cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville, in exchange for the funds allocated for those jurisdictions by Metro.

These local agreements ensure that programs and customer service as experienced by residents and businesses are consistent, efficient, and cost-effective, as well as communication with private collectors

who provide service across jurisdictions. Wherever people live or work in the County, the information they receive through Citizen News, cable, cities, events and other outreach sources is consistent.

The annual report offers details of the work accomplished using the funds distributed via this IGA. Highlights from the past year include:

- Continued outreach to residents and businesses at events and through Citizen News.
- Enhancing the collection of recyclables at 86 schools, providing 41 presentations and school-wide assemblies reaching thousands of K-12 students, and delivering resources to many more schools.
- Providing containers for recycling at 64 events including youth sporting events, community concerts, the County Fair and the Pick-a-Thon.
- Providing personal consultations to 780 small and large businesses along with more than 2,000 resources such as containers and boxes to handle materials.
- Increasing 'in-depth' evaluations at businesses by 50% compared to the previous fiscal year, helping businesses save money and identify new opportunities to reduce waste.
- Developing a new certification and recognition program for businesses meeting the growing interest in support for a more diverse set of sustainable practices.

These efforts closely align with the crucial services provided by our solid waste collection franchisees. Convenient access to recycling opportunities for all County citizens allows the materials collected to be returned to the stream of commerce, providing significant economic and environmental benefits. In 2013, the most recent year with recovery numbers available, our region reached a 64.2% recovery rate, up from the 2012 rate of 62.2%.

This year the County's funding allocation increased by about \$11,000 to \$303,762. The IGA allocates \$185,100 to 'Annual Plan' work to maintain county-wide waste reduction programs and pursue additional means to increase the opportunities for citizens to participate. An additional, \$118,662 is allocated to partially fund the Recycle at Work Program.

A signed Intergovernmental Agreement (IGA) with Metro is required in order to receive funds. The IGA Attachments A, B and C describe, respectively, the Scope of Work for Annual Waste Reduction Plan, the Scope of Work for the Recycle at Work program, and the detailed implementation plan. Also attached for reference are our agreements with Cities and the year-end FY 14-15 (Year 25) Annual Waste Reduction and Recycle at Work Reports.

This IGA with Metro has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners approve the FY 15-16 Plan and sign the Intergovernmental Agreement with Metro (No. 933605) to fund the programs.

Sincerely,



Eben Polk, Supervisor
DTD-Resource Conservation & Solid Waste

For information on this issue or copies of attachments please contact Eben Polk at (503) 742-4470



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Metro Contract No. 933605

THIS AGREEMENT, entered into and under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and CLACKAMAS COUNTY, hereinafter referred to as "County", whose address is 2051 Kaen Road, Oregon City, OR 97045.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the Fiscal Year 2015-16 Metro and Local Government Annual Waste Reduction Plan and the Recycle at Work Program.
2. Term. This Agreement shall be effective July 1, 2015, and shall remain in effect through June 30, 2016 unless earlier terminated in conformance with this Agreement. Costs for this project may be incurred from date of last contract signature.
3. Services Provided and Deliverables. County and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work (Attachments A, B and C).
4. Payment for Services. Metro shall pay County for Annual Waste Reduction services performed and materials delivered in the maximum sum of ONE HUNDRED EIGHTY-FIVE THOUSAND, ONE HUNDRED AND NO/100THS DOLLARS (\$185,100.00) and for Recycle at Work services performed and materials delivered in the maximum sum of ONE HUNDRED EIGHTEEN THOUSAND, SIX HUNDRED SIXTY-TWO AND NO/100THS DOLLARS (\$118,662.00) in the manner and at the time designated in the Scope of Work.
5. Insurance. County agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.272. County also agrees to maintain for the duration of this Agreement, Workers'



600 NE Grand Ave.
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Intergovernmental Agreement

Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS Chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, County shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, County's performance under this Agreement. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, Metro shall indemnify, defend, and hold County and County's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, Metro's performance under this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS Chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For County:
Rick Winterhalter
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045

For Metro:
Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232-2736



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For County:
Rick Winterhalter
Clackamas County
150 Beavercreek Road
Oregon City, OR 97045

For Metro:
Jennifer Erickson
Metro
600 NE Grand Ave.
Portland, OR 97232

County may change the above-designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to County.

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CLACKAMAS COUNTY

METRO

By: _____

By: _____

Print name and title

Print name and title

Date

Date



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Attachment A

SCOPE OF WORK: Annual Waste Reduction Plan

- I. Task: Funding for Fiscal Year 2015-16 of the Metro and Local Government Annual Waste Reduction Plan.
 - a) Term: July 1, 2015 to June 30, 2016
 - b) County's responsibilities. County shall:
 1. Provide to Metro a copy of County's Resolution or Ordinance approving this Intergovernmental Agreement including all of its attachments.
 2. Provide to Metro a copy of the Letters of Understanding authorizing County to act on Cities' behalf in developing and implementing a joint annual waste reduction program.
 3. Ensure that by June 30, 2016, the activities specified in Attachment A and Attachment C have been completed.
 4. On or before August 1, 2016, submit the following:
 - A) A completed reporting worksheet.
 - B) Demonstrated compliance with OAR 340-090-0040 and the Regional Solid Waste Management Plan.
 - c) Metro Responsibilities. Metro shall:
 1. Provide technical assistance to County as necessary to develop, execute, monitor, and evaluate the project.
 2. Provide assistance to County on promotional and educational activities.
 3. Monitor the general project progress and review as necessary, County's accounting records relating to project expenditures.
 - d) Budget and Terms of Payment:
 1. Upon completion of section (b)(1) and (b)(2) of this Scope of Work, Metro shall pay County \$185,100.00 in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.



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Intergovernmental Agreement

2. County shall provide services described in Attachment C in exchange for the following funding allocations:

	<u>Funding allocation</u>	
Barlow		\$64
Canby		\$7,543
Damascus		\$5,006
Estacada		\$1,383
Gladstone		\$5,416
Happy Valley		\$7,767
Johnson City		\$266
Lake Oswego		\$17,482
Milwaukie		\$9,655
Molalla		\$4,156
Oregon City		\$15,906
Rivergrove		\$229
Sandy		\$4,792
West Linn		\$12,033
Wilsonville		\$10,356
<u>Unincorporated Clackamas County</u>		<u>\$83,046</u>
TOTAL		\$185,100

3. County and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan is a multi-year program and that future rounds of funding will depend in part on County's performance in implementing program activities during the term of this contract.

Intergovernmental Agreement

Scope of Work – Exhibit A

Attachment B

SCOPE OF WORK: Recycle at Work Program

- I. Task: Funding the Recycle at Work Program.
 - a) Term: July 1, 2015 to June 30, 2016
 - b) County's responsibilities. County shall:
 1. Hire and train individuals as staff or external contractors whose primary responsibilities and duties are to provide waste evaluations (outlined in number 2 below), technical assistance and business recycling requirement compliance services to businesses.
 2. Provide technical assistance to businesses by conducting a baseline evaluation of the 14 key practices, getting written agreement to work with staff on recommended practices and conduct a follow-up evaluation within 6 months of conducting the baseline evaluation.
 3. Share responsibility with Metro for the development of work plan and completion of tasks to fulfill the purposes of Business Recovery Work Group (BRWG).
 4. Develop an Outreach Plan that identifies the County's strategy for targeting and recruiting businesses for Recycle at Work assistance. The plan must also include the following three strategies: 1.) a focus on assisting the County's government facilities and ensuring that each facility is in compliance with Business Recycling Requirements; 2.) a focus on new businesses and medium-sized businesses (20-250 employees); and 3.) how the County plans to move more light-touch businesses to in-depth businesses as defined by the new targets and measurements. In addition, the plan should take into account the County's participation in regional annual outreach campaigns. Other elements of the Outreach Plan should include businesses or institutions that are targeted and desired outcomes as well as any underserved or underrepresented businesses targeted.
 5. On or before August 1, 2016, submit a completed Outreach Plan reporting worksheet.
 6. Make available to businesses resources identified by the BRWG and appropriate for the County.
 7. Collect data for each business that summarizes key contact information and the actions taken with the 14 key practices and business recycling requirement compliance. Enter all data in the Recycle at Work Information System developed by Metro and the BRWG. Data for the Account, Task/Activity and Evaluation objects should be entered within two weeks of contact with the business. Data quality is the responsibility of the County, including but not limited to, clean up of duplicate accounts, correct completion of evaluations and logged hours as outlined in the RAWIS user manual, as well as annual state employment clean-up and preparation for upload.
 8. Prepare an annual progress report on the accomplishments of the Recycle at Work Program that will include the following:

Intergovernmental Agreement

Scope of Work – Exhibit A

Successes and Challenges

Provide narrative on successes and challenges achieving these outcomes.

Administrative Information—Expenditures and Staffing

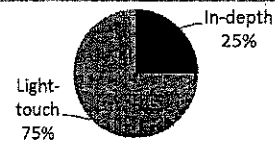
Provide overall Recycle at Work expenditures to date and Metro Recycle at Work funds spent for the current program year (July 1 through June 30). List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).

Activity Measures

Numbers of Businesses Assisted

Provide the number and percentage of in-depth and light-touch businesses assisted in the current program year (July 1 through June 30).

	Count	Percentage
In-depth Businesses	businesses	%
Light-touch Businesses	businesses	%
Total	businesses	100%



Note: when comparing number of in-depth businesses assisted, differences in jurisdictions such as staffing levels, average business size, industry sectors, geographic distribution, employee and manager receptiveness to changing practices, and other factors should be considered.

Provide the numbers of in-depth businesses assisted in each of the size and sector categories for the current program year (July 1 through June 30).

	Light-touch Sector	In-depth Sector
Fewer than 20 employees	businesses	businesses
20 to 99 employees	businesses	businesses
100 to 250 employees	businesses	businesses
More than 250 employees	businesses	businesses

Time Spent Assisting Businesses

Provide the percentage of time spent assisting in-depth businesses compared to the time spent assisting light-touch businesses in the current program year (July 1 through June 30). This includes only time logged to business accounts, not task accounts.

	Hours	Percentage
In-depth Businesses	hours	%
Light-touch Businesses	hours	%
Total	hours	100%

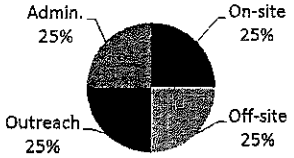


Intergovernmental Agreement

Scope of Work – Exhibit A

Provide the percentage of time spent on each of the four major task types in the current program year (July 1 through June 30).

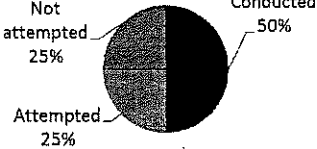
	Hours	Percentage
On-site Assistance	hours	%
Off-site Assistance	hours	%
Outreach and Marketing	hours	%
Program Administration	hours	%
Total	hours	100%



Initial Follow-up Evaluation Status of In-Depth Businesses

Provide the share of in-depth businesses assisted in each of the following categories:

Businesses that became in-depth more than 6 months ago and...	Count	Percentage
Received a follow-up evaluation conducted by a RAW specialist	businesses	%
Refused attempts to conduct a follow-up evaluation	businesses	%
Did not receive a follow-up evaluation or attempts by RAW specialists	businesses	%
Total number that became in-depth more than 6 months ago	businesses	100%



Number of resources delivered (by type)

Provide the number of resources delivered by type during the current program year (July 1 through June 30).

Compliance Actions Taken

Provide the number of businesses that received code enforcement actions for non-compliance with the Business Recycling Requirements during the current program year (July 1 through June 30).



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 (503) 797-1700

Intergovernmental Agreement

Scope of Work – Exhibit A

Outcome Measures

Current Outcome Calculation Period (*Business count = the denominator in each calculation)

	Movement-to-Change			Implementation		
	Business Count	Target Rate	Actual Rate	Business Count	Target Rate	Actual Rate
Waste Prevention						
Business uses paper on both sides.		%	%		%	%
Business uses centralized printers.		%	%		%	%
Business uses electronic solutions to prevent accidental printing.		%	%		%	%
Business uses electronic solutions to reduce paper use.		%	%		%	%
Food-service business donates edible food.		%	%		%	%
Recycling						
Business recycles paper and containers.		%	%		%	%
Business composts food scraps and landscaping trimmings.		%	%		%	%
Green Purchasing						
Business's copier/printer paper contains at least 30% post-consumer recycled content.		%	%		%	%
Business (or its janitorial service) uses third-party certified green cleaners.		%	%		%	%
Business has an institutionalized approach for purchasing recycled-content products that is supported by management or the appropriate person.		%	%		%	%
Business has an institutionalized approach for using certified green cleaners that is supported by management or the appropriate person.		%	%		%	%
Disposal of Toxics						
Business has a plan, policy, or current practices supported by management or the appropriate person to properly dispose of hazardous waste.		%	%		%	%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly reuse, recycle, or dispose of computers, monitors, and televisions.		%	%		%	%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly recycle or dispose of fluorescent lamps.		%	%		%	%



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Intergovernmental Agreement

Scope of Work – Exhibit A

Program-to-Date (* Business count = the denominator in each calculation)

	Movement-to-Change			Implementation		
	Business Count*	Target Rate	Actual Rate	Business Count*	Target Rate	Actual Rate
Waste Prevention						
Business uses paper on both sides.		%	%		%	%
Business uses centralized printers.		%	%		%	%
Business uses electronic solutions to prevent accidental printing.		%	%		%	%
Business uses electronic solutions to reduce paper use.		%	%		%	%
Food-service business donates edible food.		%	%		%	%
Recycling						
Business recycles paper and containers.		%	%		%	%
Business composts food scraps and landscaping trimmings.		%	%		%	%
Green Purchasing						
Business's copier/printer paper contains at least 30% post-consumer recycled content.		%	%		%	%
Business (or its janitorial service) uses third-party certified green cleaners.		%	%		%	%
Business has an institutionalized approach for purchasing recycled-content products that is supported by management or the appropriate person.		%	%		%	%
Business has an institutionalized approach for using certified green cleaners that is supported by management or the appropriate person.		%	%		%	%
Disposal of Toxics						
Business has a plan, policy, or current practices supported by management or the appropriate person to properly dispose of hazardous waste.		%	%		%	%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly reuse, recycle, or dispose of computers, monitors, and televisions.		%	%		%	%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly recycle or dispose of fluorescent lamps.		%	%		%	%

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9. Establish a compliance program for Business Recycling Requirements consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide written description to Metro.
 10. All Recycle at Work funded staff are required to participate in quarterly Specialist Roundtables and any training identified by BRWG.
 11. Track the use of any tools that have been developed by Metro with the guidance of BRWG.
- c) Metro Responsibilities. Metro shall:
1. Provide resources and staff time to County to develop, execute, monitor, and evaluate the Recycle at Work program.
 2. Provide assistance to County on promotional and educational activities associated with the annual outreach project.
 3. Monitor the general program progress and review as necessary, County's accounting records relating to RAW program expenditures.
 4. Convene and facilitate the BRWG.
 5. Share responsibility with the County for the development of work plan and completion of tasks to fulfill the purposes of BRWG.
 6. Notify the County of outreach campaigns and any other business recruitment scheduled for the term of the IGA. BRWG members will review and advise on all outreach campaigns and recruitment to the business sector. In conjunction with the BRWG, develop and provide to the County an overview of the outreach that will occur. This overview will include draft guidelines and protocols for the County to respond to requests by businesses and to provide assistance. The overview should also include a timeline for the campaigns and recruitment and a process for notifying the County of press releases.
 7. Monitor, in conjunction with the BRWG, the list of 14 key practices that shall be addressed by the County in its on-site visits to businesses and is incorporated into the Recycle at Work information system.
 8. Develop and maintain, in conjunction with the BRWG and specialists, the resources, such as desk-side paper collection containers that shall be provided to businesses.
 9. In conjunction with BRWG, provide regionally-identified training for specialists.
 10. Provide the County with guidelines and protocols on the Recycle at Work information system, on-going support and updates.
 11. Provide the County with standardized reporting forms for annual progress reports. The report forms will be used to record quantitative data generated from the information system and qualitative information.
 12. Coordinate and convene quarterly roundtables for specialists as determined by the BRWG.
 13. Review and revise as needed the program goals and budget in conjunction with the BRWG.
 14. Conduct an evaluation of the Recycle at Work Program as needed, which may include on-site visits to regional businesses by Metro staff or independent third-party contractors.



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d) Budget and Terms of Payment:

1. Upon completion of section (b)(4) of this Scope of Work, Metro shall pay County \$118,662.00 in one lump sum. County’s billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County’s billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County’s billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.
2. County shall provide services described in section (b) in exchange for the following funding allocations:

Funding allocation

Barlow	\$23
Canby	\$4,576
Damascus	*
Estacada	*
Gladstone	\$2,185
Happy Valley	\$2,313
Johnson City	\$7
Lake Oswego	\$15,682
Milwaukie	\$10,327
Molalla	\$1,814
Oregon City	\$11,408
Rivergrove	\$7
Sandy	\$2,718
West Linn	\$3,674
Wilsonville	\$14,965
<u>Unincorporated Clackamas Co.</u>	<u>\$48,963</u>

TOTAL \$118,662

*Funding withheld due to non-compliance with the Business Recycling Requirement



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Attachment C

FISCAL YEAR 2015-16 LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN

Jurisdiction: Clackamas County Contact: Eben Polk

1. Program Overview Narrative

Metro Instructions: Provide a narrative overview of programs, services and focus areas for FY 2015-16 and describe your jurisdiction's waste prevention and recycling activities separately. Include participation with regional planning efforts and demonstration of compliance with state law. In addition, the following elements are required as part of the Annual Plan and may be addressed in the narrative portion of your plan or in the tasks table:

- a) Demonstrate compliance with the Regional Service Standard by completing the **Regional Service Standard: Level and Frequency of Service** table for your jurisdiction. Cooperatives should report on behalf of member jurisdictions.
- b) Implement waste prevention activities for each area of the residential and commercial sector (single-family, multi-family, business, construction & demolition, commercial organics, toxicity reduction).
- c) Identify and undertake a specific curbside recycling outreach activity for an existing local government program.
- d) Participate in at least one regional waste reduction planning group.
- e) Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).
- f) Recycle at Work program goals (including compliance with the Business Recycling Requirement). See Section II. A., Elements 1.-11., for the items that must be addressed in the narrative. Please include this narrative section with the Recycle at Work table at the end of this document.

Clackamas County provides waste prevention, recycling and reuse education for the unincorporated areas of the County, and by agreement for the cities of: Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville. The same services are provided informally to residents and businesses in Rivergrove and Johnson City.

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Clackamas County's program serves approximately 390,000 residents, as detailed in the table below (Source: Portland State University 2014 Oregon Population Report).

Jurisdiction	Population
Barlow	135
Canby	16,010
Damascus	10,625
Estacada	2,935
Happy Valley	16,480
Johnson City	565
Lake Oswego	37,105
Milwaukie	20,485
Molalla	8,820
Oregon City	33,760
Rivergrove	485
Sandy	10,170
West Linn	25,540
Wilsonville	21,980
Unincorporated Clackamas County	186,430
TOTAL	391,525

Entering FY 15-16, Clackamas County's Resource Conservation & Solid Waste (RC&SW) program has 8.3 FTE and 11 staff.¹ The RC&SW name replaces 'Office of Sustainability' and remains part of the Department of Transportation and Development (DTD). In FY 14-15, DTD has undergone a strategic planning process called Performance Clackamas, which has focused attention on the value and results each program creates for customers. RC&SW will be tracking and reporting a number of strategic results pursuant to that plan, some of which overlap with the activities in this plan.

The RC&SW program, in addition to overseeing activities that promote recycling, waste reduction and reuse, and fulfill obligations under the Regional Solid Waste Management Plan and Opportunity to Recycle Act, administers the County's integrated solid waste collection system in the unincorporated areas of the County and for the Cities of Barlow and Happy Valley. This includes regulatory oversight and solid waste collection planning for the nine franchised garbage and recycling collection companies operating twenty-two (22) franchises, including one County-owned transfer station. The RC&SW program oversees the County's solid waste code, licenses independent recyclers, conducts annual reviews of solid waste fees, participates in regional solid waste planning activities, and represents the County in matters involving materials management policy and facilities, with DEQ and Metro. It also funds solid waste-related code enforcement, staffed by the Public Safety & Compliance program in DTD.

¹ The Clackamas County Refuse & Recycling Association contracts with one RC&SW staff member for 0.6 FTE of additional schools outreach.



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Staff specialists in waste prevention and recycling education and technical assistance implement the Annual Waste Reduction Plan, reaching residents in single- and multi-family housing, businesses, government agencies, schools and other organizations. Other staff members focus on franchise administration, solid waste planning, program management, administrative assistance, and other activities directed by DTD or the County, such as intermittent efforts in sustainable county operations.

Staff responsibilities are generally partitioned as follows:

- 1 Analyst: Residential and community outreach, customer service (1 FTE)
- 1 Analyst: School education (0.25 FTE County-funded + 0.6 FTE Hauler-funded)
- 1 Event Recycling Assistant (0.3 FTE)
- 1 Analyst: Multifamily assistance (0.4 FTE) and Recycle at Work (0.4 FTE)
- 2 Part-time Analysts: Recycle at Work (0.96 FTE)
- 1 Temporary Analyst: Commercial food scrap collection program development (0.75 FTE)
- 1 Sr. Analyst: Recycle at Work (0.8 FTE), disaster debris planning and other (0.2 FTE)
- 1 Sr. Analyst: Solid waste planning and franchise administration (1 FTE)
- 1 Administrative Assistant: Fee collection, customer service, program support (1 FTE)
- 1 Supervisor

Customer Service

Residents, employees, and the public have access to customer service and resources through a dedicated phone line (503-557-6363), email (wasteinfo@clackamas.us), and website (www.clackamas.us/recycling). This information is included in phone directories, on educational materials, newsletters and other publications, in chamber directories and on our webpage. In the coming fiscal year a former customer service tracking database will be revived to track the number and purpose of calls and emails we receive. Web pages are provided for residential, business, and multifamily audiences, with local information and resources, as well as links to relevant regional and state resources. These pages will be audited and revised. The program will also explore expanded use of social media and mobile technology to promote waste prevention and to direct residents to regional and local resources.

Customer Diversity

Geographically and culturally, Clackamas County is a microcosm of Oregon: rural, suburban, and urban communities, farmland, and significant public and privately owned forestland. Demographically, Clackamas County has a slightly higher percentage of residents over age 65 (16%) compared to the rest of the Metro region. Cultural and ethnic diversity in the county is growing gradually. This plan includes continued steps to promote access to services and reach under-served residents and businesses in multiple languages and culturally appropriate ways. Most frequently-provided printed materials are available in Spanish. One part time staff person is fluent in Spanish language and Latino culture.

Service Standard

The County and the cities all comply with the Regional Service Standard.

Program Requirements



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Clackamas County's programs comply with the requirements of the Regional Solid Waste Management Plan and state program elements for waste prevention and recycling programs contained in OAR 340-090-0030-45 and ORS 459A.

Programmatic Highlights by Customer Segment

Businesses

See Recycle at Work narrative on page beginning on page 11.

Residents

The RC&SW program publishes pages focused on waste reduction and recycling in the quarterly county newsletter, Citizen News. In FY15-16, ten (10) pages are planned to be published in three of the issues. It is delivered to all residential and business mail recipients in the county, approximately 175,000 addresses. In FY 15-16, other complimentary publications will be explored, including a paper and electronic 'insert' in garbage customer bills.

Bi-lingual recycling flyers (Spanish / English) are made available to collection companies to distribute to customers where collectors identify improper recycling.

We host an education and outreach tent at the six-day Clackamas County Fair in August. Our focus this year will be on food waste reduction, reusing materials rather than buying new and continuing to educate about curbside and non-curbside recycling. We will partner with Metro to bring the Healthy Home display and with the Clackamas River Water Providers to bring their water conservation information.

Throughout the year, we will provide similar education and customized displays at other community events, such as the Spring Garden Fair, farmers markets and wellness fairs and at presentations, upon request. Some events will be supported by Master Recyclers. Popular topics include Recycling Yes and No's, green cleaners, backyard composting and natural gardening.

Work with Master Recyclers, and event-based outreach, will take greater advantage of the increased resources and messaging for food waste prevention.

With the completion and forthcoming release of the residential waste composition study, and detailed data, staff will explore options to incorporate the findings and results into residential education efforts, focusing on increasing material quality.

After a fiscal year in which the position that conducts multifamily outreach was generally vacant, we anticipate reinvigorating outreach and education.

Construction & Demolition

In addition to the ongoing outreach and materials we provide to promote deconstruction, waste reduction and reuse of construction materials, we intend to hold at least one workshop that will



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reconnect with partners in the region, learn the processes currently used by local jurisdictions for building removal and encouraging the use of salvaged building supplies, and to discuss and draft proposed code changes in advance of a 2016 code update.

Toxics Reduction

In addition to ongoing, standard outreach for toxics reduction, we will explore options for increased promotion of finished compost products to support and enhance reduced use of toxics.

Other

Clackamas County will continue its robust engagement with schools for waste reduction and recycling, offering services including but not limited to waste reduction packets, presentations, technical assistance, mini-grants, and Oregon Green Schools certification among others.

Event recycling technical assistance will also continue, following on the heels of a year which refocused the program and saw research into best practices among other local governments.

Other waste prevention and recycling outreach activities are detailed in the Maintenance and Expansion of Existing Program tables. The Recycle at Work narrative is included in the Recycle at Work section.



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2. Budget Information

Metro Instructions

- a) Provide overall solid waste and recycling budget.
- b) Provide overall Recycle at Work budget and percentage of budget supported by Metro Recycle at Work funds. List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).
 - Budget and funding sources
 - Staff (name, title, FTE, funding source, changes over previous FY)

Staff Name	Title	RAW FTE	Percent Funding by Source	Changes from last FY
Eben Polk	Sustainability Supervisor	0.1	100% County	-
Shannon Martin	Sr. Sustainability Analyst	0.8	56% Metro, 44% County	Decrease 0.1
Kelly Stewart	Sustainability Analyst	0.4	100% County	New Staff, Same FTE
Julane Potter	Analyst (Part Time Exempt)	0.48	100% Recycle at Work	-
Lisa Clifton	Analyst (Part Time Exempt)	0.48	100% Recycle at Work	New Staff, Same FTE
Laurel Bates	Analyst (Part Time Exempt)	0.25	100% County	-
Julie Gilbertson	Sustainability Analyst	0.10	100% County	New Staff, Same FTE
Total		2.61		



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3. Annual Work Plan Task Tables

Metro Instructions: Complete the **Recycle at Work** outreach plan and narrative. Complete the **Maintenance & Expansion of Existing Programs** tables, separately listing specific waste prevention and recycling activities planned for completion during this fiscal year. Add rows as needed. Complete the **Regional Service Standard** table for your jurisdiction or cooperative members.

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Recycle at Work

Metro Instructions: Complete the following table and narrative section listing specific efforts planned for completion during this fiscal year. The Recycle at Work Plan must include all elements described in Section II. A. (see pages 1-3 of this document). Element 4 from Section II. A. should be addressed in the table below, and all others in a narrative to accompany this table.

Status Key:
(O) Ongoing
(R) Revised
(N) New
(C) Complete

Annual Outreach Plan	
Target audience, goals, and outreach strategy	Status
Government Facilities (required)	
Goal: Clackamas County, our cities and local school districts will be strong leaders in actively modeling sustainable business operations around our 14 key practices.	
Clackamas County Facilities	
Strategies: 1. Ensure BRR compliance, updating signage at waste stations and recycling centers, as needed. 2. Explore touring county buildings with Facilities staff to review and discuss recycling access options, including for new construction and renovation.	R
Indicators of success: • New posters are posted and employees are updated on recycling. • Confirm all county departments and buildings are in compliance with BRR.	
Strategy: 3. Continue educating County employees about recycling, toxics reduction, and waste prevention through the Wellness, Safety and Sustainability Fair, communication, and intranet content.	O
Indicator of success: • Reach 300 county employees at our Wellness Fair table.	
Other Government Facilities	
Strategy: 4. Staff will conduct a city "tour" to introduce our new Leaders in Sustainability (LIS) program and offer in-depth evaluations to move	N

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them towards certification.	
Indicators of success: <ul style="list-style-type: none"> • 2 cities request in-depth evaluations and apply to become LIS certified. • City staff has a better understanding of the services we provide businesses in their community and support promoting our services. 	
New and Medium-Sized Businesses (required)	
Goal: Establish and grow our working relationships with new and medium-sized businesses by offering in-depth evaluations focused on the 14 key practices.	
Strategy: <ol style="list-style-type: none"> 5. Increase partnerships with property managers of multi-tenant buildings and business parks to provide information to all new tenants. 	O
Indicator of success: <ul style="list-style-type: none"> • 3 new property management companies become partners with RAW and they agree to include our information in tenant welcome packets. 	
Strategy: <ol style="list-style-type: none"> 6. Discuss providing information to new businesses with haulers. A new business account flyer will provide businesses with recycling and waste prevention information and direction on how to contact us for in-depth evaluations. 	N
Indicator of success: <ul style="list-style-type: none"> • New business customers receive materials from hauling companies and 10 new businesses request technical assistance. 	
Strategy: <ol style="list-style-type: none"> 7. Work with our permitting department to inform RAW staff when a new business has received final occupancy so we can follow up with business at store opening. 	N
Indicator of success: <ul style="list-style-type: none"> • Permitting department agrees to notify staff of new businesses in Unincorporated Clackamas which has no business license list. 	
Strategy: <ol style="list-style-type: none"> 8. Continue Chamber e-blasts and attending meetings when feasible. 	O
Indicator of success: <ul style="list-style-type: none"> • 5 new businesses contact us to become LIS certified. 	

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Moving More Businesses to In-Depth Status (required)	
Goal: Engage businesses with in-depth assistance using our new Leaders in Sustainability program offerings	
Strategy: 9. Conduct direct outreach to property managers offering LIS certification and support tenant outreach campaigns to encourage requests for an evaluation.	O
Indicators of success: <ul style="list-style-type: none"> 10 tenants request an evaluation to become LIS certified. 3 property managers agree to partner with us and promote our services. 	
Strategy: 10. Continue our success in working with retirement facilities and showcase our work to other facilities we have not worked with.	O
Indicator of success: <ul style="list-style-type: none"> 1 new retirement facility requests assistance or compost service 	
Strategy: 11. Continue to work with BRWG on Multi-jurisdictional outreach opportunities. Staff will support the Albertson/Safeway project and partner with the Oregon Food Bank to increase food donation.	O
Indicators of success: <ul style="list-style-type: none"> BRWG supports a new regional project that supports waste reduction and recycling goals. Regional grocery group kicks off a regional recycling/composting program for Albertsons/Safeway. 	
Strategy: 12. Create new outreach materials to conduct direct in person outreach to businesses promoting LIS certification and offering an in-depth evaluation.	N
Indicator of success: <ul style="list-style-type: none"> Our new LIS outreach materials help Specialists more effectively generate leads and develop new relationships. 	
Strategy: 13. Conduct direct outreach to previous BRAG members letting them know their certification has expired and encourage an in-depth evaluation to support recertification through LIS.	N
Indicator of success: <ul style="list-style-type: none"> BRAG members apply for LIS certification. 	
Strategy: 14. Drive traffic to our new webpage that showcases our services around in-depth assessments and LIS certification.	N
Indicator of success: <ul style="list-style-type: none"> Website completion and Green Business Directory is populated with certified businesses. 	

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Target Businesses that are Underserved or Underrepresented	
Goal: Deliver services equitably and reduce barriers to participation faced by underserved and underrepresented businesses.	
Strategy: 15. Evaluate RAWIS data and compare our time in each jurisdiction to our allocated funding to ensure all communities are served.	N
Indicator of success: <ul style="list-style-type: none"> All jurisdictions receive a proportional level of assistance in their community from RAW Specialists. 	
Strategy: 16. Evaluate resources that need to be translated and in what languages.	O
Indicator of success: <ul style="list-style-type: none"> Recycling information is translated into three languages and offered in person and website. 	
Strategy: 17. Assess geographic locations to provide direct outreach to Spanish speaking workers. Hire a part-time staff person who speaks fluent Spanish to conduct this work	N
Indicators of success: <ul style="list-style-type: none"> 2 businesses request employee training in Spanish. County hires a part-time employee who speaks Spanish. 	
Target Business Sectors, Institutions or Materials (such as organics)	
Goal: Increase in-depth evaluations and meet movement to change goals within our priority sectors. Increase commercial food scrap program participation.	
Strategies: 18. Institutions Staff will reach out to our Community Colleges, Universities and Trade Schools to engage them in LIS certification and encourage student green teams to take on projects that can help their school become certified.	N
19. Hospitality Conduct direct outreach to the hospitality sector (hotels, restaurants, retirement facilities, resorts) and encourage an in-depth evaluation, apply for LIS and engage food waste prevention discussions where possible. Staff will support Metro's outreach campaign to restaurants.	N
20. Organics In cities that already offer commercial food scrap collection, continue to reach out to restaurants offering food scrap collection service and offer any food waste reduction resources developed out of the Metro outreach	O

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campaign.	
<p>21. Grocery Staff will reach out to all new Haggen stores to encourage in-depth evaluations, compost set up and employee training. We will continue our partnership with the regional grocery group and the Oregon Food Bank. Supporting food donation with Safeway will be tracked and offer assistance where needed.</p>	N
<p>22. Office Staff may choose a specific key practice or material to help develop relationships. Geographic outreach will help us reach offices that are in each jurisdiction.</p>	O
Staff will continue to offer fluorescent light boxes to businesses and encourage lamp recycling.	O
<p>Indicators of success:</p> <ul style="list-style-type: none"> We see an increase in businesses assisted in priority sectors. Participation in food scrap collection increases in cities with the service. 	

Recycle at Work Narrative:

(Address elements A.1.-3., and A.5.-11. from Section II. on pages 1-3.)

Recycle at Work is implemented through Clackamas County's Resource Conservation & Solid Waste program within the Department of Transportation and Development. The program, supported in part through regional RAW funding, provides technical assistance to businesses on waste prevention, recycling and toxics reduction. The program is budgeted to be staffed at 2.61 FTE. Staff's primary responsibilities and duties are to provide technical assistance by conducting baseline and follow-up on-site evaluations, food scrap collection set up, and Business Recycling Requirement compliance services to businesses. Additional food scrap program outreach and development is supported by a grant funding a temporary .75 FTE. Staff will continue providing onsite technical assistance to evaluate the 14 key practices. The new Leaders in Sustainability (LIS) certification program also promotes water conservation, energy efficiency, and pollution prevention.

The majority of assistance and outreach conducted by RAW staff is focused on the 14 key practices, converting box deliveries to in-depth evaluations and ensuring businesses meet the Business Recycling Requirement.

The RAW program will support regional outreach campaigns and utilize the tools and resources developed by the regional work group BRWG. Staff will attend specialist roundtables and participate in any training activities developed.



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Baseline and follow-up evaluations will continue to be the basis for measuring behavior and business practice changes. Follow-up evaluations will be attempted after all completed baseline evaluations. The County has also implemented an internal performance measurement program called Performance Clackamas. Completed follow ups and the number of businesses agreeing to implement a key practice has become an internal performance measure supporting Metro's performance goals. RAWIS data will be utilized to track performance results.

All information collected and assistance will be captured in the RAWIS database. Staff will continue to receive training to follow the RAWIS Manual to ensure data quality.

Business Recycling Requirement

Business Recycling Requirement (BRR) compliance is mandated on a jurisdictional basis but RAW supports business compliance in unincorporated Clackamas and participating incorporated cities by providing technical assistance. For unincorporated Clackamas County, the county code Title 10, 10.03.145 Business Recycling Requirement allows for enforcement actions as a Priority 1 Violation.

Business Recycling Requirements compliance will be maintained with the following:

- I. Identifying businesses that are not in compliance, through:
 - a. Field inspections by RAW staff.
 - b. Complaints from the business community.

- II. All business that are not recycling according to the BRR, and do not accept assistance during the initial contact, may become cases in RAWIS.
 - a. Businesses will be notified of the BRR code and offered assistance.
 - b. Businesses that do not respond, accept assistance, and/or make progress will be under consideration for code enforcement as per County Code Title 10.

Leaders in Sustainability (LiS)

Businesses are increasingly interested in a broader conversation about and assistance with best practices in sustainability. A multi-faceted program is increasingly important to attracting interest, generating leads, remaining relevant to businesses, and advancing waste prevention goals. The Clackamas County RAW program has rebranded its historic certification and recognition effort (Business Recycling Awards Group) to encourage businesses to contact us for an in-depth evaluation and become part of a network of businesses adopting sustainable practices. The program was designed to align with our regional RAW goals and the 14 key practices. Sector specific applications identify which of the 14 key practices are mandatory for certification. LiS applications also include a Goals section that asks businesses to agree on a new goal and action to implement, supporting movement-to-change. The LiS program can be modified to incorporate new program goals implemented by Metro or BRWG. Staff intend to use outreach for this new program to increase evaluations and behavior change.

Commercial Food Scrap Collection

The Resource Conservation & Solid Waste program supports food scrap collection in Lake Oswego, Canby and West Linn. Staff is developing relationships with local sustainability network organizations to encourage grass-roots promotion. The County will provide them tools and resources needed to engage conversations with restaurants in their community. Staff will



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begin partnering with Master Recyclers to support direct outreach to restaurants, a new strategy. Master Recycler volunteers will remind restaurants that food scrap collection is available and connect them to the County.

Not described in the table above, staff hired with Metro organics outreach grant funding will continue efforts to expand commercial food scraps collection (We Compost program) into urban areas of unincorporated Clackamas County and the City of Milwaukie. The current phased strategy will help build route density and efficiencies. Monthly updates on our progress will continue. Initially funded at \$50,000 before a cut to \$25,000, Clackamas County is requesting that the second, initially planned \$25,000, be funded to continue the phased outreach beyond September 2015.

Cross training will continue, so all RAW staff can offer and support restaurants in compost and food waste assistance, and additionally to support food donation in partnership with the Oregon Food Bank when opportunities arise in the field.

The Outreach Plan listed in the table above will be implemented concurrently with the elements of this narrative.



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Maintenance & Expansion of Existing Programs

Status Key:

- (O) Ongoing—minor administrative updates and changes only.
- (R) Revised—major program policy or implementation adjustments (provide details).
- (N) New—brand new program, or substantially revised or reconstituted (provide details).

Single-family Residential (Include home composting programs)	
Waste Prevention	Status
Description of Activity: Preventing Wasted Food - Raise awareness around the issue of food waste. <i>*Also applies to Multi-family activity</i>	
Goal: Residents gain awareness of wasted food and learn behaviors and actions that can result in less wasted food.	
Strategy: 1. Review the piloted EPA "Food Too Good to Waste," Eat Smart, Waste Less (LGWRC), Climate Action Now Portland campaigns and incorporate updated messaging and program materials into a single family outreach strategy on wasted food within the county.	N
Indicators of Success: <ul style="list-style-type: none"> • Aligned messaging with regional partners • One feature article about preventing wasted food will be in Citizen News. • One display kit will be created and resources will be available for use at County-sponsored events and by Master Recyclers. 	
Strategy: 2. Offer one continuing education training on the topic of wasted food for Master Recyclers in the county.	N
Indicator of Success: <ul style="list-style-type: none"> • 20 Master Recyclers will attend a training to learn about preventing wasted food and the regional campaign. 	
Strategy: 3. Explore partnering with existing programs and messaging from Oregon State University Extension Service to incorporate wasted food messaging into existing food preservation workshop.	N
Indicators of Success: <ul style="list-style-type: none"> • At least two links to Food Preservation resources will be provided on our website and provided in relevant flyers. • RC&SW staff and/or Master Recyclers will participate in at least one OSU Food Preservation Workshop. 	

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Description of Activity: Reduce & Reuse – Promote opportunities and resources to reduce waste and encourage reuse.	
Goal: Residents engage in actions that generate less waste and use existing resources.	
4. Strategy: <ul style="list-style-type: none"> Continue to list local and regional reuse-centered businesses in a ReUse flyer or other relevant format. Emphasize donation and purchasing used materials that results in waste reduction, reuse and helping people in need. Continue to make available at community events and upon request. 	○
Indicator of Success: <ul style="list-style-type: none"> 100 ReUse flyer will be distributed at various community events. 	
5. Strategy: <ul style="list-style-type: none"> Continue to promote alternatives to buying new and local reuse businesses such as thrift stores, consignment shops and used building materials stores. Provide resources on the benefits of renting, borrowing or sharing items used infrequently. 	○
Indicator of Success: <ul style="list-style-type: none"> A feature article about alternatives to buying new and reuse businesses will be in at least one issue of Citizen News or other outreach channels. 	
Description of Activity: Master Recycler Program - Support the regional Master Recycler Program.	
Goal: Citizens engage in actions that result in less waste and greater awareness of waste systems in the metro and tri-county region.	
6. Strategy : <ul style="list-style-type: none"> Host and support one course in Clackamas County each fiscal year. (April & May) 	○
Indicators of Success: <ul style="list-style-type: none"> Enhanced support is provided for Master Recyclers to conduct outreach and fulfill payback hours at a minimum of 4 events open to the public. (County staff organize and back-fill volunteers). At least 3 kits made available for use by Master Recyclers when tabling at additional events in the community. At least 4 staff presentations were given during the course. 	

Intergovernmental Agreement

Scope of Work – Exhibit A

Recycling	Status
<p>Required: Curbside recycling outreach activity for an existing program.</p> <p>Description of Activity: Curbside Recycling – Outreach to residents around recycling at home.</p>	
<p>Goal: Residents engage in actions that result in more recycling and a better understanding of which materials are recyclable and where to recycle them.</p>	
<p>Strategy:</p> <p>7. Review the Residential Waste Composition study (LGWRC) and relevant data to Clackamas County. Incorporate study results in new and on-going messaging to single family residents within the county.</p>	N
<p>Indicators of Success:</p> <ul style="list-style-type: none"> • Feature at least one article in Citizen News and provide content for city newsletters or solid waste bill inserts about emerging recycling topics, such as contamination in recycling or recyclables in the garbage. • RC&SW staff will participate in at least one meeting to explore the results and potential strategies with franchised collection companies. 	
<p>Strategy:</p> <p>8. At community events, tangibly model correct recycling with Recycling YES/NO display boards. Continue to provide English and Spanish Recycling Guide flyer at events and upon request.</p>	O
<p>Indicator of Success:</p> <ul style="list-style-type: none"> • 500 Recycling Guide flyers will be distributed at community events and upon request. 	
<p>Description of Activity: Alternative Recycling Options – Promote recycling at depots and other non-curbside locations.</p>	
<p>Goal: Residents engage in actions that result in further recycling efforts and a better understanding of which materials are recyclable and where items can be recycled.</p>	
<p>Strategy:</p> <p>9. Continue to maintain the county area Recycling Depot list. Feature recycling locations, yard debris and wood recycling, Paintcare, Call2Recycle and Oregon E-Cycles drop-off sites.</p>	O
<p>Indicator of Success:</p> <ul style="list-style-type: none"> • Recycling Depot list will be featured in at least one issue of Citizen News. <i>*Also applies to Toxics Reduction section.</i> 	
<p>Strategy:</p> <p>10. Have an ad or article in one issue of Citizen News that encourages redemption of deposit containers and indicates why it's a preferable method of recycling.</p>	O
<p>Indicators of Success:</p> <ul style="list-style-type: none"> • Feature one ad on redemption of deposit containers in Citizen News. • Event recycling program will continue to promote Bottle Drop locations and returning deposit containers for fundraising. 	



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Intergovernmental Agreement Scope of Work – Exhibit A

Description of Activity: Home Composting* (Backyard Composting)	
Goal: Residents engage in actions that result in managing organic waste at home, gain a better understanding of how and what to compost.	
Strategies: 11. Continue to encourage residents to compost fruit/vegetable scraps and yard debris at home. Provide publications and display materials at community events and upon request. 12. Continue to provide composting resources on our website, DIY instructions and provide links to external resources (OSU Extension and Metro).	
Indicators of Success: <ul style="list-style-type: none">• One article on composting options and resources will be in Citizen News or other outreach channel.• Composting kit and publications will be provided at local farmers markets, County Fair and other community events.	

Intergovernmental Agreement Scope of Work – Exhibit A

Multi-family Residential	
Waste Prevention	Status
Description of Activity: Promote waste prevention to property managers and residents at multifamily communities.	
Goal: Residents engage in actions that result in less waste.	
Strategy: 1. Educate property managers through direct outreach, events and our website about waste prevention. Distribute information on junk mail and food waste reduction.	R
2. Work with Metro and other jurisdictions to find effective strategies to promote food waste reduction within multifamily communities.	N
Indicator of Success: • 50 communities receive waste prevention information.	
Strategy: 3. Offer presentations and displays regarding waste prevention, recycling and other waste reduction messages upon request.	R
Indicator of Success: • 10 multifamily communities receive presentations or tabling.	
Reuse	
Description of Activity: Promote reuse to property managers and residents at multifamily communities.	
Goal: Residents reuse, swap or donate usable household items.	
Strategy: 4. Distribute materials that promote reuse such as Reduce, Reuse, Recycle Guide, Reuse flyer, Community Warehouse door hanger and/or Metro magnet.	O
Indicator of Success: • 25 communities receive information about reuse.	
Strategies: 5. Survey property managers informally about existing reuse programs and feasibility of an event or space for unwanted, reusable items.	N
6. Continue identifying opportunities to coordinate with a social service reuse organization such as Community Warehouse or similar non-profit to collect reusable items either on on-going basis or after an on-site collection event.	R
Indicators of Success: • Survey results from property managers showing interest/accessibility to store items for reuse. • One community implements a reuse activity – event or ongoing storage.	

Intergovernmental Agreement

Scope of Work – Exhibit A

Description of Activity: Promote technical assistance program to property managers.	R
Goal: Property managers are aware of our program and request tools to educate tenants.	
Strategy: 7. Develop and distribute an electronic property manager's newsletter that will be delivered once a year that contains information about waste reduction and recycling topics to keep property managers current and informed about our services. Include reminders about available resources.	N
Indicator of Success: <ul style="list-style-type: none"> • Newsletter is distributed to roughly 230 property managers for whom we have email addresses. 	
Strategy: 8. Maintain updated information on the website: www.clackamas.us/recycling and www.clackamas.us/recycling/multifamily 9. Highlight program assistance in one issue of Trash Talk.	R
Indicators of Success: <ul style="list-style-type: none"> • PMs request materials and assistance. • 25 communities receive technical assistance. 	O



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Intergovernmental Agreement Scope of Work – Exhibit A

Recycling	Status
Description of Activity: Provide technical assistance to communities.	
Goals: Residents recycle often and right.	
Strategy: 10. Offer assistance to an estimated 50 communities that have not received assistance in the past 4 years. Contact will occur by phone, email or site visit. 11. Provide on-site assistance as requested.	R O
Indicator of Success: <ul style="list-style-type: none"> • 25 communities receive resources, information and assistance. 	
Strategy: 12. Distribute reusable recycling bags for the collection and transport of recyclable materials to common recycling areas. Property managers must complete a required question on the order form identifying distribution plan to receive the bags.	O
Indicator of Success: <ul style="list-style-type: none"> • 200 bags are distributed to property managers. 	
Strategy: 13. Expand our resources available in other languages. Prioritize materials and translate into languages most needed in Clackamas County. From the County's recycling web pages link to Metro's Language hub resources.	N
Indicators of Success: <ul style="list-style-type: none"> • Recycling Guide is translated into one other language • The County's multifamily webpage links to Metro's Language Hub. 	

Intergovernmental Agreement Scope of Work – Exhibit A

Construction & Demolition	
Waste Prevention	Status
Description of Activity: Provide information about businesses accepting C&D materials to be reused or repurposed.	
Goal: Encourage residents, businesses and organizations to engage in actions that result in greater supply and use of reusable C&D materials.	
Strategy: 1. Continue to promote local businesses that accept and/or sell salvaged construction and demolition materials, building materials.	O
Indicators of Success: <ul style="list-style-type: none"> • Feature one ad about local reuse stores and/or one ad about Metro Paint in Citizen News. • Supply 50 each of Metro Healthy Home Improvement cards, Metro Paint, Canby Habitat ReStore and Rebuilding Center brochures in the DTD lobby, and at relevant events. 	
Description of Activity: Engage the appropriate regional stakeholders in open discussions on the subject of deconstruction and salvaged building materials.	
Goal: Create consistent regional/state policy/procedures to encourage deconstruction and utilization of salvaged building materials amongst the building trades.	
Strategies: 2. Arrange a debriefing with City of Portland, Metro and deconstruction stakeholders and the County's Building Official to review the City of Portland's recent policy work to encourage deconstruction as the preferred method of building removal.	N
3. Hold one or more workshops to learn the processes currently used by local jurisdictions for building removal and encouraging the use of salvaged building supplies.	N
4. Hold a workshop to discuss and draft proposed code changes.	N
Indicator of Success: <ul style="list-style-type: none"> • By the end of FY16 create draft language to submit to the Oregon Building Codes Division for inclusion in the State's 2017 Residential Construction interim code update. 	



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Intergovernmental Agreement Scope of Work – Exhibit A

Recycling	Status
Description of Activity: Distribute Metro Salvage and Recycling Toolkit to appropriate high traffic areas.	
Goal: Provide residents, businesses and organizations with a tool allowing them to quickly locate a site that will recycle or reuse their C&D materials.	
Strategy: 5. Distribute toolkits at DTD lobby counter, local libraries, jurisdictions and relevant community events.	○
Indicators of Success: <ul style="list-style-type: none">• Supply 400 toolkits and carpenter's pencils in DTD lobby resource area. Regularly stock.• Supply local libraries and local jurisdictions within Clackamas County with 150 Toolkits, restock at request.	

Intergovernmental Agreement

Scope of Work – Exhibit A

Toxicity Reduction	
Waste Prevention	Status
Description of Activity: Safe Alternatives - Promote alternatives to toxics.	
Goals: Residents, businesses and organizations engage in actions that result in using less toxics.	
Strategy: 1. Continue outreach to residents about using less toxics at home, including green cleaners and alternatives to herbicides and pesticides.	O
Indicators of Success: <ul style="list-style-type: none"> Alternatives to toxics and Green Cleaners will be featured in at least one issue of Citizen News or solid waste bill. Feature Green Cleaners display at 3 community events. Distribute 300 Green Cleaner booklets at community events. 	
Strategy: 2. Explore promoting the use of compost as an alternative to herbicides and chemical fertilizers.	N
Indicator of Success: <ul style="list-style-type: none"> Distribute 300 Healthy & Safe Metro coupon books and Toxic Trash flyers at community events. <i>*Also applies to Recycling section.</i> 	
Recycling	Status
Description of Activity: Promote Metro Hazardous Waste Facilities as the safe method for disposing of household hazardous waste.	
Goals: Residents engage in actions that result in a better understanding of which materials are potentially toxic and their safe disposal options.	
Strategy: 3. Continue to encourage safe disposal of unwanted medication and medical sharps. Provide brochures at community events, links on our website and information upon request.	O
Indicators of Success: <ul style="list-style-type: none"> Distribute 50 brochures - Clackamas River Water Providers "How to properly dispose of unwanted medication" at community events. Distribute 50 brochures - Metro "Safe disposal of medical syringes" at community events. 	
Strategy: 4. Feature the Oregon E-Cycles in Citizen News. Continue to provide links on our website and flyers for community events.	O
Indicator of Success: <ul style="list-style-type: none"> There will be at least one article or ad in Citizen News 	

Intergovernmental Agreement

Scope of Work – Exhibit A

Other	
Required Elements <i>(may be addressed here or in narrative portion of the plan)</i>	Status
<p>1. <i>Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) by completing RSS: Frequency of Service Table.</i></p> <p>Unincorporated Clackamas County and the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn and Wilsonville are all in compliance with the Regional Service Standard.</p>	
<p>2. <i>Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).</i></p> <p>Anecdotal information on recovery from local collection is available through the inspection of containers and recycling practices during technical assistance to businesses, and during regular communication with franchised collectors. We will review quarterly recycling and solid waste tonnage data from our franchises. We will continue to provide outreach, education and troubleshooting as described in the strategies and narratives outlined in the residential and business programs above.</p>	
<p>3. <i>Participate in at least one regional waste reduction planning group. (please provide details)</i></p> <p>Clackamas County staff actively participates in several regional work groups including the Solid Waste Directors, Business Recycling Workgroup and Local Government Recycling Workgroups, County staff also participates in other regional/state initiatives such as Disaster Debris Management, Organics and ReTrac.</p>	

Intergovernmental Agreement

Scope of Work – Exhibit A

Waste Prevention	Status
Description of Activity: Language Accessibility - Translate messaging and publications	
Goal: Reach underserved communities with recycling and waste reduction information.	
Strategy: 4. Revisit existing printed and online materials and prioritize them for language translation. (This activity aligns with other efforts in the Department of Transportation and Development to meet Title VI requirements for accessibility.)	R
Indicators of Success: <ul style="list-style-type: none"> • Create at least 3 non-English links to Metro's translated language hub web pages. • At least one outreach publication is translated into three languages and offered in person and website. 	
Description of Activity: Oregon Green Schools - Support the OGS program within schools.	
Goal: Provide information about how to reduce solid waste generated by schools and build momentum and excitement around issues of sustainability in schools.	
Strategies: 5. Reach out to known contacts within schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program. 6. Support schools through the process of becoming OGS certified 7. Conduct waste audits in schools and assist with waste reduction goals within schools 8. Celebrate green school certification within schools at assemblies.	O
Indicators of Success: <ul style="list-style-type: none"> • Minimum of 25% OGS certification of Clackamas County schools. • Student participation in audits 	
Description of Activity: School Waste Reduction Packet - Prepare and distribute annual waste reduction packet to all schools in Clackamas County.	
Goal: Provide information about how to reduce solid waste generated by schools.	
Strategies: 9. Identify waste reduction opportunities for schools. 10. Continue to refine list of best contact at each school to receive the annual packet.	O
Indicator of Success: <ul style="list-style-type: none"> • All schools in the County will receive the annual waste reduction packet. The number of contacts (calls and emails) we receive for waste reduction assistance in schools will be tracked. 	



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Description of Activity: School Presentations - Deliver classroom waste reduction presentations as requested.		
Goal: Provide information about how to reduce amount of solid waste generated by schools and students, engage and educate students.		
Strategy: 11. Present different actions for students to take to practice waste reduction in their daily lives.		R
Indicator of success: <ul style="list-style-type: none"> Students commit to one waste reduction action by the end of each presentation. 		
Description of Activity: Schools Mini-Grants - Provide waste reduction mini-grants to schools after successful completion of an application.		
Goal: Support waste reduction in schools throughout Clackamas County.		
Strategy: 12. Review grant applications to make sure they support projects that are likely to reduce waste in schools.		O
Indicator of Success: <ul style="list-style-type: none"> Proven cost savings or waste reduction in schools after project implementation. 		
Recycling		Status
Description of Activity: School Assistance - Provide recycling and composting (where available) technical assistance to schools throughout Clackamas County		
Goal: Increase recycling and /or composting awareness and capability among students, school staff and faculty.		
Strategies: 13. Reach out to schools to make them aware of the recycling assistance available. Methods for reaching schools include the quarterly "Trash Talk" publication, cold calls and e-newsletters. 14. Provide recycling containers and signage on request 15. Provide annual yes/no recycling information to schools		O
Indicator of success: <ul style="list-style-type: none"> Track requests for recycling and composting technical assistance Provide technical assistance to a minimum of 50 schools 		

Intergovernmental Agreement

Scope of Work – Exhibit A

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Description of Activity: School Recycling Audits - Conduct an audit of material found in recycling bins with interested schools	
Goal: Reduce contamination in recycling, identify waste reduction opportunities	
Strategies: 16. Spot-check, document and correct recycling for contamination through education 17. Identify opportunities for waste reduction (example: make sure paper is used on both sides before being placed in recycling bin).	○
Indicator of success: Improvement over time, as seen by spot checks and follow-up audits. This is a baseline year, as we have not tracked this in the past. We will generate interest through the Oregon Green Schools certification process and we will offer this service when we are providing technical assistance to schools.	
Description of Activity: Event Recycling	
Goals: Provide event recycling at community events in Clackamas County.	
Strategy: 18. Continue to provide event recycling containers and resources for collecting cans and plastic bottles.	○
Indicator of Success: • At least 50 events will be served with event recycling containers and materials.	

Regional Service Standard: Level and Frequency of Service

Check here if there have been **NO CHANGES** to any elements in your jurisdiction (and in jurisdictions that are members of your cooperative)

DRAFT

Approval of Previous Business Meeting Minutes:

October 15, 2015

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, October 15, 2015 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

■ Roll Call

Commissioners Schrader and Smith will not be in attendance this evening.

■ Pledge of Allegiance

I. PRESENTATION

1. Presentation on Cancer Awareness

Dr. Sarah Present, Health Officer presented the staff report including a PowerPoint. The Board thanked Dr. Present for her presentation on cancer awareness.

II. CITIZEN COMMUNICATION

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

1. Morad Noury, Clackamas – Diversity Leadership Council – updating the Board on the Council activities.
2. Shirley Soderberg, Oak Grove – Diversity Leadership Council – updating the Board on the Council activities. -.
3. Les Poole, Gladstone – road funding.

III. CONSENT AGENDA

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

MOTION:

Commissioner Savas: I move we approve the consent agenda.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Bernard Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 3-0.

A. Health, Housing & Human Services

1. Board Order No.2015-109 Approving of Mental Health Director's Designees to Authorize a Custody Hold Under *ORS 426.233 – Behavioral Health*

B. Finance Department

1. Approval of an Authorization to Purchase Public Safety Communication Equipment and Services for Community Corrections from Motorola Solutions Inc. – *Community Corrections submitted through Purchasing*
2. Approval of an Authorization to Purchase Public Safety Communication Equipment and Services for Clackamas County Sheriff's Office from Motorola Solutions Inc – *ccso submitted through Purchasing*

3. Approval of an Amendment for Personal Services Contract the Public & Government Affairs Department and Fish Marketing for Road Maintenance/Road Safety Outreach, Graphic Design and Social Media Support Services – *PGA submitted through Purchasing*

C. Elected Officials

1. Approval of previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between Clackamas County, The Tri County Metropolitan Transportation District of Oregon (TriMet), and the City of Portland for Transit Police Services – *CCSO*
3. Request for Approval for the Clackamas County Sheriff's Office (CCSO) to enter into an Annual Operating Plan & Financial Plan with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan – *CCSO*

D. Emergency Management

1. Approval of FY2015 Emergency Management Performance Grant between Clackamas County and the State of Oregon

IV. COUNTY ADMINISTRATOR UPDATE

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

V. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:51 AM

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



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

November 5, 2015

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY2015 State Homeland Security Grant Program Agreements between Clackamas County and the State of Oregon for Emergency Management Training, Community Emergency Response Team (CERT) program development and completion of a Clackamas County Medical Examiner's Regional Response Team Mass Fatality (MFI) Exercise

Purpose/Outcomes	State Homeland Security Grant Program (SHSP) agreements #15-204, 15-205 and 15-206 provide funding to reimburse Clackamas County Emergency Management for Emergency Management Training, Community Emergency Response Team (CERT) program development and completion of a Clackamas County Medical Examiner's Regional Response Team Mass Fatality (MFI) Exercise.
Dollar Amount and Fiscal Impact	The grant agreements total value is \$25,430: \$6,000 for two emergency management/operations related courses, \$3,830 for a CERT training equipment cache and \$15,600 for a Medical Examiner Regional Response Team Mass Fatality two day full scale exercise. The grant is a 100% federal share grant that will reimburse Clackamas County up to the grant agreement value for project costs.
Funding Source	FY 2015 State Homeland Security Grant Program via the State of Oregon Military Department, Office of Emergency Management
Safety Impact	Offering two emergency management related courses which otherwise wouldn't be available in Clackamas County will afford Clackamas County personnel the opportunity to enhance their disaster response skills. Development of a CERT training equipment cache will better equip County-wide CERT teams to train to respond to disasters. Conducting a two day full Mass Fatality Incident full scale exercise provides the Medical Examiner's Regional Response team to test their protocols and procedures.
Duration	October 1, 2015 – September 30, 2016
Previous Board Action	The Board approved the application for this grant in study session on February 3, 2015.
Contact Person	Nancy Bush, Director – Emergency Management Department, 503-655-8665
Contract No.	Grant numbers: 15-204, 15-205, 15-206

BACKGROUND:

Each year, Clackamas County Emergency Management leads the development of the application for that fiscal year's State Homeland Security Grant Program. The projects are nominated and selected by the Homeland Security Task Force which is a group of Clackamas County public safety stakeholders. The funding provided in the grant awards allows the Emergency Management Department to maintain and enhance important emergency operations capabilities.

County Counsel has approved the agreement as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of SHSP grant agreements #15-204, 15-205 and 15-206.

Respectfully submitted,

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

Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
CFDA # 97.067
CLACKAMAS COUNTY
\$6,000
Grant No: 15-204**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **Clackamas County**, hereinafter referred to as "Subrecipient," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2015** and ending, unless otherwise terminated or extended, on **September 30, 2016** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

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

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$6,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2015 State Homeland Security Program (SHSP) grant.

4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2015 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the State Homeland Security Program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.
- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. **Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:

- a. **Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **NIMS Compliance.** By accepting FY 2015 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements.

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

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

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement

and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

c. Audits.

- i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$ 750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
- ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

a. Subagreements. Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for

contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program 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.
 - iii. 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, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v. or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OEM or Subrecipient 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.

With respect to a Third Party Claim for which OEM is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), OEM 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 Subrecipient in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subrecipient 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 OEM on the one hand and of Subrecipient 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. OEM'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 OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subrecipient is jointly liable with OEM (or would be if joined in the Third Party Claim), Subrecipient 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 OEM in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of OEM 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 Subrecipient on the one hand and of OEM 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. Subrecipient'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 it had sole liability in the proceeding.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any Subrecipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Subrecipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

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

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate 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 sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. 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. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **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 OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must

be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

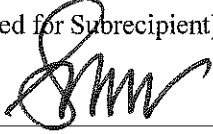
CLACKAMAS COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By  _____
Subrecipient's Legal Counsel

Date 10/27/15

Subrecipient Program Contact:
Nora Yotsov
Training and Technology Coordinator
Clackamas County Emergency Mgt
2200 Kaen Rd
Oregon City, OR 97045
503-650-3386
norayot@clackamas.us

Subrecipient Fiscal Contact:
Judy Anderson-Smith
Accountant 2
Clackamas County Emergency Mgt
2200 Kaen Rd
Oregon City, OR 97045
503-742-5422
jsmith2@clackamas.us

OEM

By _____

Matthew T. Marheine
Operations and Preparedness Section Manager, OEM

Date _____

APPROVED AS TO FORM

By Cynthia Byrnes via email
Senior Assistant Attorney General

Date October 8, 2015

OEM Program Contact:
Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22251
Sidra.metzgerhines@state.or.us

OEM Fiscal Contact:
Dan Gwin
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22290
dan.gwin@state.or.us

Exhibit A
Grant No: 15-204
Subrecipient: Clackamas County Emergency Management

I. Project Description

Project Title: Emergency Management Training

This project provides funding to host G191 ICS-EOC and an Advanced Planning course. The courses will train 30 participants each and will be open to all Clackamas County EOCs.

II. Budget

Training	\$6,000
Total	\$6,000



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

November 5, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

APPROVAL OF A FUNDING AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CLACKAMAS COUNTY DEVELOPMENT AGENCY

Purpose/Outcomes	This Agreement will allow the Agency to cover additional debt service on the Brooks Building location of the Clackamas County Sheriff's Office (CCSO) administrative facilities.
Dollar Amount and Fiscal Impact	Up to \$2,500,000
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District - no County General Funds are involved.
Safety Impact	Coverage of additional debt service costs will allow the reallocation of funds for needed improvements to a number of CCSO facilities within the Clackamas Town Center Urban Renewal District. These improvements will allow CCSO to provide more effective and efficient services to the citizens of Clackamas County.
Duration	The Agreement will be in effect for 5 years from the date the County receives Agency funds.
Previous Board Action	The Board of County Commissioners directed staff to begin discussion with the overlapping taxing districts at a study session in April 2013. At a February 4, 2014 study session, the Board directed staff to proceed with a funding agreement with CCSO
Contact Person	Dan Johnson, Manager, Clackamas County Development Agency – (503) 742-4325

BACKGROUND

In April 2013, the Board directed staff to initiate discussions with the Clackamas County Sheriff's Office (CCSO) to investigate partnership opportunities on mutually beneficial projects located within the Clackamas Town Center Urban Renewal District. During those discussions, the District identified various improvements that are needed, but lacked funding to complete.

At a study session on February 4, 2014, staff presented partnership opportunities with CCSO where the Agency would provide funding for needed improvements. At the time, the Board approved a total allocation of up to \$2,500,000 to CCSO to be used for debt service and/or costs associated with improvements to public safety facilities within the Clackamas Town Center urban renewal area.

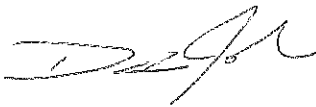
Agency has previously provided approximately \$1.31 million in debt service coverage. With approval of the attached Intergovernmental Agreement, an additional \$1.19 million of debt service coverage will

be provided. Those funds set aside to cover these costs will be reallocated to complete needed improvements to the Brooks Building, Public Service Training Center, and North Station. The Funding Agreement memorializes the previous debt service commitment and current debt service commitment resulting in a total financial package of \$2,500,000 to the County to benefit the CCSO.

RECOMMENDATION:

Staff recommends the Board approve and execute the Funding Agreement with Clackamas County in order to provide the funding necessary for improvements to the Clackamas County Sheriff's Office public safety facilities.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Dan Johnson', is written over a horizontal line.

Dan Johnson
Development Agency Manager

**CLACKAMAS COUNTY SHERIFF'S OFFICE
FUNDING AGREEMENT**

This Agreement is entered into and is effective as of this _____ day of _____, 2015 by and between Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon (the "Agency"), and Clackamas County (the "County"). The Agency and the County hereby agree as follows:

RECITALS:

- A. The Agency is undertaking to carry out the Clackamas Town Center Urban Renewal Plan (the "Plan") pursuant to ORS Chapter 457. The Plan was duly adopted and approved by the Board of County Commissioners on December 30, 1980, and most recently amended on June 16, 2005.
- B. The Clackamas County Sheriff's Office (the "Sheriff") is a department of the County that is organized for the purpose of public safety and protection and serves the urban area in North Clackamas County and the surrounding area.
- C. The Sheriff's main office is located at 9101 SE Sunnybrook Blvd, Clackamas, OR 97015 (the "Brooks Building"). This facility is located within the Plan area boundary and is owned by the County.
- D. A goal of the Plan is to provide an adequate facility and site to improve public safety and protection capabilities to the area.
- E. In April, 2013, the Clackamas County Board of Commissioners (the "Board") directed staff to identify partnership opportunities with the overlapping taxing districts affecting properties within the boundaries designated by the Plan.
- F. On February 4, 2014, the Board approved the allocation of up to \$2.5 million on behalf of the Sheriff to use for certain projects, including funding to be directed to the Sheriff to improve public safety and protection facility capabilities.
- G. The Sheriff has requested that the Agency provide funding to assist with debt associated with the construction and capital facilities of the Brooks Building. In exchange for such funding, the Sheriff will be able to operate the facilities associated with the Project in accordance with the terms and conditions of this Agreement and to use the Project in conformity with the Plan and applicable law.
- H. On September 29, 2015 the Board approved the proposal by the Sheriff for the Agency to provide funding to assist with the debt associated with the construction and capital facilities identified as the Project.
- I. The Agency is willing to allocate funds to the County to assist with the debt associated with the construction and capital facilities identified as the Project on behalf of the Sheriff. The funding for such purposes by the Agency to County is subject to the conditions provided in this Agreement.
- J. In exchange for such funding, the County is willing to direct the Sheriff to maintain and operate the Brooks Building, the PSTC and the North Station in accordance with

the terms and conditions of this Agreement and to use in conformity with the Plan and applicable law.

AGREEMENT:

Section 1: Operation of the Brooks Building, the PSTC and the North Station; Uses of Proceeds

Within 60 days of receipt of the Agency Funds, defined below, the County agrees to apply the Agency Funds to the debt obligation associated with the Project. For the purposes of clarity, the parties agree that placing the Agency Funds into a debt retirement account, sinking fund or other restricted designation meets the application requirement.

The County, through the Sheriff, or its successors agrees to operate the Brooks Building, the PSTC and the North Station or cause these facilities to be operated to provide or support year-round public safety and protection services to the Plan area. The County, through the Sheriff, shall maintain and operate the Brooks Building, the PSTC and the North Station for the purpose stated herein for at least fifteen (15) years from the date of receipt of the Agency Funds.

At the time of execution hereof, the County or its successors shall own, and have all ownership responsibility and duties regarding the Brooks Building. Such ownership is subject to the terms of this agreement.

Section 2: Funding

In consideration of the obligations undertaken by the County pursuant to this Agreement, the Agency agrees to allocate the Agency Funds for the purposes discussed above and subject to the terms and conditions provided herein.

In the event the Agency Funds are not used for the purpose expressly provided in Section 1 of this Agreement, or where the County has defaulted under this Agreement, the Agency may require the County to reimburse all or part of such, as provided below in Section 3C.

Section 3: Disbursement of Funds; Security for Performance

A. The Plan specifically authorizes the Agency to make funds available to fund the development of needed public safety and protection services. Pursuant to specific direction from the Board, the Agency shall make the Agency Funds available to the County for the Project from the allocated funds as more specifically described in Section 2 of this Agreement, and as authorized by ORS Chapter 457.

B. Within 60 days of the Effective Date of this Agreement, the Agency shall transfer the Agency Funds to the County.

C. In the event the County is in default of its obligations under Section 1 of this Agreement, then the Agency shall be entitled to recover from the County or its successors or assigns up to the full amount of the funds directed to the County in connection with the Project. Amounts recoverable under this subsection shall be determined by evaluating the scope of the default and the default's effect on the Plan's goal. If the Agency intends to recover funds under this subsection, the Agency shall provide the County with reasonable written notice of the default as well as a reasonable opportunity for the County to cure and/or explain such default.

Section 5: Termination

So long as there is no outstanding event of default, this Agreement shall terminate five (5) years from the date the County receives the Agency Funds. Operations requirements survive.

Section 6: Indemnification

- A. Subject to the tort limitations in the Oregon Tort Claims Act and Oregon Constitution, Agency agrees to indemnify, save harmless and defend the County, its officers, Board of Directors, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of Agency or Agency's officers, owners, employees, agents, or its subcontractors or anyone over which Agency has a right to control related to this Agreement.
- B. Subject to the tort limitations in the Oregon Tort Claims Act and the Oregon Constitution, County agrees to indemnify, save harmless and defend Agency, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of the County or the County's officers, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control related to this Agreement.

Section 7: Nonliability of Officials and Employees

No official or employee of the Agency shall be personally liable to the County for any obligation under the terms of this Agreement.

No official or employee of the County shall be personally liable to the Agency for any obligation under the terms of this Agreement.

Section 8: Nonwaiver of Government Rights

This Agreement is no way intended to limit, restrict or modify the rights of Clackamas County or any other governmental agency to exercise ordinary police powers over the Project.

Section 9: General Provisions

A. **Prior Agreements.** This instrument is the entire, final and complete Agreement of the parties pertaining to the rights and obligations of the parties with respect to the Project and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives in connection therewith. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.

B. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be given and actually delivered in person or deemed delivered 48 hours after having been deposited in the United States Mail as certified mail addressed to the addresses set forth below:

to: Clackamas County
Department of Finance
Attn: Finance Director
2051 Kaen Road
Oregon City, OR 97045

to: Clackamas County Development Agency
Attn: Agency Manager
150 Beaver Creek Road
Oregon City, Oregon 97045

or as addressed in such other way in respect to either party, as that party may from time to time designate in writing dispatched as provided in this Section.

C: **Amendments.** This Agreement may be amended, modified or extended only by written instrument executed by both parties.

D: **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

E: **Binding Effect.** Covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

F: **Execution and Counterparts.** This Agreement may be executed in any number of counterparts each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

H: **Non-Assignment.** This Agreement may not be assigned in whole or in part without the prior written consent of Agency, which may withhold its consent in its sole discretion.

I: **Subleasing.** The Project may not be subleased without prior written consent of Agency, which may withhold its consent in its sole discretion.

I: **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.

J: **Waiver.** The Agency 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.

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

"AGENCY"

BOARD OF COUNTY COMMISSIONERS acting as
the governing body of the Clackamas County
Development Agency

By: _____

Chair

By: _____

Recording Secretary

"COUNTY"

BOARD OF COUNTY COMMISSIONERS

By: _____

Chair

By: _____

Recording Secretary

CLACKAMAS COUNTY SHERIFF'S OFFICE

By: Craig Roberts

Craig Roberts
Sheriff



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Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Construction Contract between
Tri-City Service District and Boede Construction, Inc. for the
Willamette Pump Station Rehabilitation Project

Purpose/Outcomes	Replace existing pump with a non-clog model to ensure that at least one pump will maintain reliable service during normal operation.
Dollar Amount and Fiscal Impact	Funds for construction services are budgeted in the FY2015-16 budget. The construction agreement is for \$163,650.00.
Funding Source	Tri-City Service District FY 2015-16 Annual Budget
Safety Impact	The existing sanitary pumps require manual disassembly many times per month. The new non-clog pump will minimize the need for the frequent maintenance services for unclogging.
Duration	Completion January 2016
Previous Board Action	None
Contact Person	Dewayne Kliewer, PE, Project Manager – Water Environment Services – 503-742-4572
Contract No.	P201913

BACKGROUND:

Originally constructed in 1986, the sanitary sewage pump station's pumps, controls and flow monitoring equipment are quite outdated and require a lot of maintenance to keep operational. When existing pumps clog (which they do frequently), field operations must scramble to the site and disassemble the pump(s) to remove the debris clogging it. Wet well capacity is limited so that only a small amount of time can pass before a sanitary sewer overflow occurs, which becomes a violation of DEQ requirements.

This project consists of replacing one of the three pumps with an improved non-clog impeller style proven to be much more reliable for the typical elements in sanitary sewer flows. Project also replaces outdated electrical and monitoring equipment to improve overall station reliability. All labor and materials anticipated for this work are included in the bid amount.

On August 26, 2015, the District, through Purchasing, publicly advertised an Invitation to Bid to provide these construction services. Bids were publicly opened on September 24, 2015, and it was determined that Boede Construction, Inc. is the lowest responsive qualified firm to complete

this work for their bid price of \$163,650.00. It was also confirmed that Boede Construction, Inc. is eligible to perform public works projects in the State of Oregon.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

For these reasons, Staff recommends the Board of County Commissioners, acting as the governing body of Tri-City Service District, a county service district ("District"), and as the Local Contract Review Board,

- 1) make a finding that advertisements for bids were properly published, that written bids were timely received by the District, and that those bids were opened publicly at the designated time, and

- 2) approve the construction contract for the Willamette Pump Station Rehabilitation Project between the District and Boede Construction, Inc. for \$163,650.00.

Respectfully submitted,



Gregory L. Geist
Director, WES

Placed on the Board Agenda of _____ by Purchasing Division.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

November 5, 2015

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **November 5, 2015** this contract with Boede Construction, Inc. for the **Willamette Pump Station Rehabilitation Project** for Water Environment Services on behalf of the Clackamas County Tri-City Service District. This project was requested by Dewayne Kliever, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty-seven bid packets were sent out with five bids received: Boede Construction - \$163,650.00; Pacific Excavation - \$173,332.00; P.C.R. - \$183,888.00; RL Reimers Company - \$188,950.00; and Stellar J Corporation - \$189,000.00. After review of all bids, Boede Construction, Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$163,650.00. All work is to be completed by February 29, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under WES/Clackamas County Tri-City Service District for fiscal year 2015/2016.

Respectfully Submitted,

Kathryn M. Holder
Procurement Staff