

AGENDA

Thursday, October 7, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Revised* II.C.1;

Beginning Board Order No. 2021-

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates**

*****COVID Updates**

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

- A. Approval of a Board Order Offering to Transfer Jurisdiction from Clackamas County to the City of Oregon City for a portion of Maplelane Court and Maplelane Road (County Road #0398, DTD #32104 and DTD #32001). The initial cost transfer is \$29,384.

II. BOARD DISCUSSION ITEMS *(The following items will be individually discussed by the Board only, followed by Board action.)*

A. Health, Housing & Human Services

1. Approval of a Contract with Dirgesh LLC for On-Call Hotel Rooms for Temporary Housing Participant. Maximum contract value is \$582,400 funded through Metro Supportive Housing and Services Fund. No County General Funds are involved.
– Social Services
2. Approval of Amendment #02 to Subrecipient Agreement with Cascadia Behavioral Healthcare, Inc. for Residential Treatment Services. Maximum agreement value remains \$334,894 through State of Oregon Community Mental Health Program
3. Approval of a Revenue Grant Amendment #2 with the State of Oregon, Early Learning Division and Clackamas County, on behalf of the Clackamas Early Learning HUB to support Kindergarten Readiness Partnership & Innovation (KPI) Summer programming Amendment Value is \$258,636 for a Maximum Award of \$790,919.27 No County General Funds are involved – CFCC

- 4 Approval of a Revenue Grant Agreement with the State of Oregon, Early Learning Division and Clackamas County, on behalf of the Clackamas Early Learning HUB to support and manage Coordinated Enrollment into the Preschool Promise program Grant Award is \$208,208.52 No County General Funds are involved – CFCC

B. Transportation & Development

1. Authorization to purchase one (1) 2022 Freightliner 114SD Truck with a 30 ton National Crane installed from McCoy Freightliner of Portland through State of Oregon Cooperative Contract #1640. Total cost is \$497,067 funded through the Road Fund. No County General Funds are involved.
2. Authorization to purchase one (1) 2022 Freightliner M2 106 Truck with an Etnyre Oil Distributor Rear Body installed from McCoy Freightliner of Portland through State of Oregon Cooperative Contract #1640. Total cost is \$222,073 funded through the Road Fund. No County General Funds are involved.

C. *Elected Official

- *1. Approval of purchase with McLoughlin & Eardley Group, Inc. dba Sinnernet.com for purchase of products to outfit Sheriff's Office Vehicles. Total cost is not to exceed \$320,000 funded by the Sheriff's Office General Fund.

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. Transportation & Development

1. Approval of the subcontract to collect infectious waste in the franchises held by Waste Management of Oregon, Inc. There is no financial impact.

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

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

Please note, the ideas expressed during public communication do not necessarily reflect the ideas or beliefs of Clackamas County or the Board of County Commissioners.

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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



DAN JOHNSON
DIRECTOR

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

October 7, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order Offering to Transfer Jurisdiction from
Clackamas County to the City of Oregon City for a portion of Maplelane Court and
Maplelane Road (County Road #0398, DTD #32104 and DTD #32001)

Purpose/Outcomes	Jurisdictional transfer of a portion of Maplelane Ct and Maplelane Road to the city of Oregon City
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and Maintenance monies used on County maintained portions of roads located entirely within the City of Oregon City. Initial cost of transfer is \$29,384, which represents the cost of a 2" asphalt overlay on portions of the roads being transferred.
Funding Source	Road Fund
Duration	Upon execution; permanent
Previous Board Action	5/20/21: Approval of an IGA with the city of Oregon City pursuant to this transfer. 09/21/2021: Memo presented at issues requesting a formal hearing date.
Strategic Plan Alignment	1. This transfer will directly align with our departments Business Plan goal of completing jurisdictional transfer of roads to cities. 2. The cost savings realized by this transfer will allow transparency for the budget.
Counsel Review	Reviewed and approved by counsel on 7/26/21, NB.
Procurement Review	Was this item processed through Procurement? No This item is a transfer of Jurisdiction
Contact Person	Michael Bays, Survey/CADD Supervisor; 503-742-4667

There are certain County roads, such as Maplelane Court and a portion of Maplelane Road Street in Oregon City, that are wholly, mostly, or partially within various cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads.

Clackamas County and the City of Oregon City have agreed to the transfer of Maplelane Court and a portion of Maplelane Road to the City with the intent of streamlining planned roadway improvements, eliminating confusion to the public and to improve the efficiencies of

maintenance and public service. Maplelane Court and the portions of Maplelane Road to be transferred are located entirely within Oregon City city limits.

The County and the City of Oregon City have an agreement to provide funds to the City of Oregon City in the amount of \$29,384, which is equal to the cost of a 2" asphalt overlay, in exchange for the City assuming exclusive jurisdiction over Maplelane Court and a portion of Maplelane Road containing approximately 96,367 square feet of Right-of-Way. By accepting jurisdiction over portions of Maplelane Court and a portion of Maplelane Road the City becomes the "Road Authority" responsible for all maintenance, improvements, permitting and road standard activities.

RECOMMENDATION:

Staff respectfully requests that the Board approve this Board Order related to the transfer of jurisdiction over Maplelane Court and a portion of Maplelane Road and the payment to the City in an amount equivalent to a 2" asphalt overlay on that portion of Maplelane Court being transferred.

Respectfully submitted,

Michael Bays

Michael Bays -Survey/CADD Supervisor

Attachments:
Board Order
Exhibits

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

In the matter of transferring to the City of Oregon City, jurisdiction over Maplelane Ct and a Portion of Maplelane Road County No. 0398 DTD Nos. 32104 and 32001



Board Order No. _____

Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Oregon City, and the preceding negotiation between the City of Oregon City and Clackamas County Department of Transportation and Development to transfer a portion of the following road, as more particularly described in Exhibit A, and as depicted in Exhibit B, both of which are attached hereto and incorporated herein:

<u>Road Name</u>	<u>CR #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
Maplelane Court	0398	32104	MP 0.00	MP 0.23	96,367
Maplelane Road	0398	32001	MP 0.28	MP 0.35	Combined

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/08/21,09/15/21,09/22/21,09/29/21; now therefore,

IT IS HEREBY ORDERED that Clackamas County offers to surrender jurisdiction of the portions of Maplelane Court and Maplelane Road described above to the City of Oregon City such that full and absolute jurisdiction of said roadways for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Oregon City and shall vest as of the date the City of Oregon City accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

IT IS FURTHER ORDERED that this offer shall be withdrawn unless it is accepted by the City of Oregon City within one year of the date of this order; and,

IT IS FURTHER ORDERED that, upon acceptance by the City of Oregon City of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the portion of roadway described herein, 96,367 square feet, more or less, be removed from the County's Road Inventory; and,

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

In the matter of transferring to the
City of Oregon City, jurisdiction over
Maplelane Ct and a Portion of
Maplelane Road County No. 0398
DTD Nos. 32104 and 32001



Board Order No. _____
Page 2 of 2

IT IS FURTHER ORDERED that
copies of this Order be submitted to the Clackamas County Clerk's office for recording
and that copies be subsequently sent without charge to the Clackamas County Surveyor,
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Exhibit "A"

S. Maplelane Ct. and Maplelane Road Transfer of Jurisdiction

Clackamas County to City of Oregon City

Description

All that portion of S. Maplelane Court and Maplelane Road , both being County Road No. 398, Department of Transportation and Development maintenance No. 32104; Situated in the SW 1/4 of Section 04, T. 3 S., R. 2 E., W.M. as shown in Exhibit "B", attached hereto, lying West of the Westerly boundary line of Tax Lot 32E04C 01900, as described in Document No. 2012-076496, Clackamas County deed records, and lying East of the Easterly Right-of-Way Line of Highway 213 Trails End Highway, being approximately 1,606 feet long.

Contain 96,367 square feet, more or less.



1' = 200'

EXHIBIT "B"

CITY LIMITS

START MILE POINT 0.35

32E04C 01900
DOC. NO. 2012-076496

CLACKAMAS COUNTY

CITY OF OREGON CITY

HWY 213
(TRAILS END HWY)

S MAPLELANE CT.
OR NO. 398

CITY OF OREGON CITY

EASTERLY RIGHT-OF-WAY
OF HIGHWAY 213

BEAVERCREEK RD.

S MAPLELANE RD.



TRANSFERED ROAD

LOCATED IN THE SW 1/4 OF
SECTION 04, T. 3 S., R. 2 E., W.M.
CLACKAMAS COUNTY, OREGON

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



05/03/2021

A. REITER

JURISDICTIONAL TRANSFER
S. MAPLELANE CT.
COUNTY ROAD NO. 398

SHEET

1 OF 1

October 14, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Dirgesh LLC
for On-Call Hotel Rooms for Temporary Housing Participants Maximum contract value of
\$582,400.00 funded through Metro Supportive Housing and Services Funds.
No County General Funds are involved.

Purpose/Outcomes	The purpose of the motel shelter program is to provide safety and temporary housing to this vulnerable population while partner agencies assist them with obtaining permanent housing.
Dollar Amount and Fiscal Impact	Maximum contract value is \$582,400.00. No County General Funds are involved.
Funding Source	Metro Supportive Housing and Services Fund
Duration	Upon signature to March 31, 2022
Previous Board Action	Agreement H3S#9987/County # 3578 approved 12/12/20,
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by providing shelter to houseless medically fragile and vulnerable participants as they transition into permanent housing
Counsel Review	Reviewed by Counsel 9/16/2021 , Counsel Initials AN
Procurement Review	Was this item reviewed by Procurement? Yes
Contact Person	Teresa Christopherson, Administrative Services Manager– 503-650-5718
Agreement No.	County #4623/ H3S#10278

BACKGROUND:

Clackamas County Social Services Division seeks approval of a contract with Dirgesh LLC for on-call hotel rooms for temporary housing participants. This program provides safety and temporary housing to this vulnerable population while partner agencies assist them with obtaining permanent housing.

Between December, 2020, and March, 2021, the County, through its Social Services Division, developed a Non-Congregate Hotel Shelter program for houseless persons who were at high risk of a COVID19 infection due to age or health conditions. There are approximately 115

households still housed in hotels. To avoid transitioning people back into an unhoused situation while we are seeking permanent housing options, the County will contract with motel/hotel owners'/operators' to provide shelter during this time. The program is expected to end by March 31, 2022.

The contract will be paid Metro Support Housing and Services Funds. No county general fund is involved.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on August 3, 2021, through RFQ 2021-66 the County requested for multiple contracts. The RFQ is continuously open to allow for multiple vendors to quote and for the County to award multiple contracts. The County received the quote from Dirgesh LLC for the Econolodge on August 23, 2021. It was determined to be in the best interest of the county to move forward with the quote with Dirgesh LLC.

RECOMMENDATION:

Staff recommends approval of this Contract.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing and Human Services



**MOTEL/HOTEL SERVICES CONTRACT
Cobblestone Contract # 4623**

This Motel/Hotel Services Contract (this “Contract”) is entered into between **Dirges LLC** (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) on behalf of the Department Health, Housing and Human Services (H3S) for the purposes of providing hotel rooms for shelter for homeless families and individuals at the property described as **Econo Lodge Southeast** located at **17330 SE McLoughlin Blvd. Milwaukie, Oregon 97267** (“Premises”). The purpose of the motel shelter program is to provide safety and temporary housing to this vulnerable population while partner agencies assist them with obtaining permanent housing.

This Contract will also be used to secure motel/hotel rooms for other populations as the need arises. For example, in the event of a natural disaster or extreme weather event where housed and houseless county residents need temporary shelter.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **March 31, 2022**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

Contractor shall provide hotel rooms on an on-call or as-needed basis, as further detailed in the Scope of Work attached and hereby incorporated by reference as Exhibit “B.” This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Additional Federal Terms and Conditions Exhibit “A,” and Scope of Work Exhibit “B.” Work shall be performed in accordance with a schedule approved by the County.

III. COMPENSATION

1. PAYMENT. County will provide up to **\$572,400.00** in compensation for Contractor to provide hotel rooms, on an on-call or as-needed basis, and at the nightly rates set forth in Exhibit B, during the term of the Contract. Because this Contract is on an on-call or as-needed basis, and the exact number of rooms required by County, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor the entire \$572,400.00 authorized under this Contract. Per Article IV, Section 10, damages to the Premises are limited up to two hundred fifty dollars (\$250.00) per guest stay or accumulative stays and shall not exceed a total of ten thousand dollars (\$10,000.00). The total compensation authorized under this Contract, including all possible damages under Article IV, Section 10, shall not exceed **Five Hundred Eighty-Two Thousand Four Hundred Dollars (\$582,400.00)**.

2. TRAVEL EXPENSE REIMBURSEMENT. Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

3. INVOICES. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges

shall be billed monthly (unless a different payment period is outlined in Exhibit B) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to Erika Silver via email to teresachr@clackamas.us or mail at Community Development Division, 2051 Kaen Road, #245, Oregon City Oregon, 97045.

4. CONTRACTOR AND COUNTY CONTACTS.

Contractor Contract Administrator: Dirgesh Patel Phone: 360-607-9646 Email: Dirgesh@gmail.com	County Contract Administrator: Teresa Christopherson Phone: 503-650-5718 Email: teresachr@clackamas.us
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IV. CONTRACT PROVISIONS

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES.

- a. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would

- conflict with law are deemed inoperative to that extent.
- b. **Damage to Premises:** Damage to the Premises arising from the acts of individuals staying in the rooms (“Guest” or “Guests”) is limited to \$250 per Guest, per duration of stay or accumulation of stays, for a maximum not to exceed amount under this Contract of ten thousand dollars (\$10,000). The County shall not be liable to Contractor for any damages caused by Guests in excess of the ten thousand dollars (\$10,000) provided herein. The reimbursement provided herein is Contractor’s sole remedy against County for the acts or omissions of Guests.
 - c. **No Agency.** The parties expressly acknowledge and agree that the Guests are not agents, employees, contractors, or subcontractors of County, and that County has no control over the actions of Guests occupying the Premises.
 - d. **Prior Inspection.** Prior to permitting Guests to occupy the Premises, a representative of both Contractor and County will perform a walkthrough of the Premises, including each room that may be occupied by a Guest, for purposes of documenting any preexisting real or personal property damage.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article II, Section 4. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County’s supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

12. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the customary standards in the industry or business most closely involved in providing similar goods or services; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

13. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the following Sections of Article IV: 1, 6, 7, 10, 12, 13, 14, 16, 19, 20, 21, 25, 28, and 30, and all other terms and conditions which by their context are intended to survive termination of this Contract.

- 14. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 15. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 7, 8, 12, 15, and 20 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 16. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 17. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 18. TERMINATION.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 19. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the rooms rented as of the date written notice of termination is received by Contractor, at the rates set forth in the Contract, less any amounts previously paid and any right of setoff the County may have.
- 20. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to

give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

23. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. COMPLIANCE. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

28. FURTHER ASSURANCES. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to,

EXHIBIT A
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, “Contractor” means **Dirgesh LLC**, and “County” means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42

U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or

internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, **Dirgesh LLC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Dirgesh Patel

Signature of Contractor's Authorized Official

Dirgesh Patel - Owner

Name and Title of Contractor's Authorized Official

9/14/2021

Date

EXHIBIT B SCOPE OF WORK

Hotel Name and Address: **Econo Lodge Southeast** located at **17330 SE McLoughlin Blvd. Milwaukie, Oregon 97267.**

Rental Basis: Contractor shall provide rooms on an as-needed basis.

Rental Rates: \$100 per day/room.

Service Provider: The County may use a third party service provider (“Service Provider”) to arrange for coordination of Guests. The Service Provider will serve as the guest coordinator and will have the specific responsibilities outlined below. The Service Provider for this Contract is: The Father’s Heart.

Responsibilities for Service Provider:

1. Service Provider will provide case management, including securing food, transportation, and other basic services.
2. Service Provider will provide at least weekly check-ins with homeless households residing in the hotel-based shelter.
3. Service Provider will provide interface with hotel owners during occupancy to resolve any misunderstandings or disagreements between Contractor and Guests.
4. Service Provider will accept referrals for hotel-based shelters from the Coordinated Housing Access system, and Clackamas County Emergency Operations Center (if applicable).
5. Service Provider will document and certify eligibility of each adult household member for hotel-based shelter services.
6. Service Provider will collect all invoicing documentation for reimbursement purposes on each household served with hotel-based shelter services.

All services must be conducted in a safe, masked, and social distanced manner. Telephone, text, email, video conference as well as in-person outdoor contacts are acceptable. Service Provider will use alternatives to in-person meetings whenever possible.

Responsibilities of Contractor:

Contractor shall provide the following additional services:

- Guest registration and key delivery
- Coordination with selected Service Provider
- No less than weekly cleaning, including fresh linens
- Daily retrieval of garbage, appropriately sealed and left outside the unit’s door
- Maintenance – regular and as needed
- 24/7 phone number for emergencies
- All commercially reasonable services related to the provision of hotel rooms

Additional terms and conditions:

Check in / Check out procedures: Service Provider will confirm check-ins and check-outs with the hotel management on a daily basis. Guests shall be required to execute a participant agreement on a form approved by the County prior to being checked in to the Premises.

No Tenancy: Clackamas County is renting these rooms as a homeless shelter. Guests may not establish residency in a homeless shelter and Guests have no property interest in the Premises. The County’s program for use of the Premises is not transitional, rental, nor permanent housing, and no tenancy or other

exclusive property interest in the Premises, or to any particular room, is established, intended, or expected. Contractor shall complete the attached Declaration of Persons-In-Charge of Property.

Guest issues: Contractor will communicate with Services Provider regarding any Guest issues. Contractor and Service Providers will work in good faith to resolve any issues and concerns.

Following general hotel rules: Guests will be required to follow hotel rules. Contractor will review and discuss these rules with the Service Provider.

Meals/Cooking in the room: There will be no cooking in rooms other than in microwave ovens if those are provided in the rooms.

Guests/overnight visitors: Guests may not have any overnight guests.

Personal belongings in room: Contractor shall permit Guests to have 1 pet and 2 large bags of personal items in the homeless shelter hotel room.

Phones: Guests may not place any long distance calls from the hotel room phone. Guests may have personal phones.

Cleaning: Contractor will clean and maintain rooms no less than weekly. Any extra ordinary cleaning or damages identified will be reviewed with the Service Provider, and is subject to the limitations of liability provisions set forth in Article IV, Section 10 of the Contract.

COVID-19: The County does not intend to place Guests with COVID-19 on the Premises. The Service Provider will coordinate needed healthcare services to Guests. Any Guest that tests positive for COVID may be moved by County to an appropriate facility for self-isolation for a duration in compliance with CDC recommendations. However, neither County nor its Service Provider will be providing COVID-19 testing services to the Guests prior to or during the term of this Contract. Contractor shall comply with County's and any other prevailing infectious disease protocols, whether involving the wearing of masks or gloves, maintaining physical distancing, or otherwise.

DECLARATION OF PERSONS-IN-CHARGE OF PROPERTY
Relating to ORS 164.205 to 164.270 (Criminal Trespass)

DECLARATION: For purposes of ordering the removal or exclusion of persons from the real property commonly identified as the **Econo Lodge Southeast** located at **17330 SE McLoughlin Blvd. Milwaukie, Oregon 97267** (“Property”), and for purposes of enforcing criminal trespass and other laws on the Property, the undersigned, as duly authorized representative of the owner of fee title to the Property (“Owner”), does hereby declare that the following are PERSONS IN CHARGE as that term is defined in ORS 164.205(5) for a period of three months from the date of signature below:

1. Any peace officer and any reserve officer as defined by Oregon law.
2. Any director, officer, and manager of Owner; and any employee of Owner on-site at the Property.
3. Any Commissioner, Chair, and Director of Clackamas County (“County”); and any employee of County on-site at the Property.
4. Any director, officer, and manager of a County services contractor operating the Property on behalf of County (“Contractor”); and any employee of Contractor on-site at the Property.
5. Any person providing security services to, for, or in connection with the Property pursuant to a contract with anyone listed in Paragraphs 1–4 above.

IT IS SO DECLARED:

Owner: Dirges Patel

Name/Title: Dirges Patel - Owner

Date: 9/14/2021

October 7, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #02 to Subrecipient Agreement with
Cascadia Behavioral Healthcare, Inc. for Residential Treatment Services. Maximum
Agreement Value Remains \$334,894.00 through State of Oregon CMHP funds. No County
General Funds are involved.

Purpose/Outcomes	To provide residential treatment services to Clackamas County clients.
Dollar Amount and Fiscal Impact	Amendment #02 does not change the value of the Agreement. The Agreement maximum value remains \$334,894.00.
Funding Source	No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds are utilized.
Duration	Effective upon signature and terminates on September 30, 2021.
Previous Board Action	Agreement reviewed and approved by Board November 5, 2020, Agenda Item 110520-A6 and Amendment #01 June 3, 2021, Agenda Item 060321-A9.
Strategic Plan Alignment	Ensuring safe, health and secure communities through the provision of mental health services.
Counsel Review	Reviewed and approved September 2, 2021 – Andrew Naylor
Procurement Review	Was this item reviewed by Procurement? No Review not required for subrecipient agreements and amendments.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
Agreement No.	Subrecipient 20-036 / BH 9390

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #02 to Subrecipient Agreement with Cascadia Behavioral Healthcare, Inc. for residential treatment services to Clackamas County clients. Cascadia provides these services at three facilities in Clackamas County, and works collaboratively with the County on process including treatment planning, admission and discharge authorizations and referrals for clients to specialty behavioral health services.

Cascadia Behavioral Healthcare, Inc. is a not-for-profit agency that delivers whole health care – integrated mental health and addiction services, primary care, and housing – to promote and support the well-being of the communities served. For more than thirty-five years, Cascadia has been the community health and housing safety net provider for Oregonians of all ages experiencing mental health and addiction challenges, trauma, poverty, and homelessness.

Amendment #02, effective July 1, 2021 through September 30, 2021, extends the term of the Agreement three (3) months to ensure there is no gap in service during the completion of a formal procurement process for these services.

RECOMMENDATION:

Staff recommends approval of the Amendment.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing and Human Services

Subrecipient Amendment

Subrecipient Agreement Number: 20-036 (BH 9390)

Board Order Number: N/A

Department/Division: H3S/Behavioral Health

Amendment No. 02

Subrecipient: Cascadia Behavioral Healthcare, Inc.

Amendment Requested By: Mary Rumbaugh

Changes: Scope of Service

Agreement Budget

Agreement Time

Other: Updates contacts

This Amendment #2 is entered into between Cascadia Behavioral Healthcare, Inc. ("SUBRECIPIENT") and Clackamas County ("COUNTY") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on November 5, 2020.

Justification for Amendment:

This Subrecipient Agreement provides residential treatment services.

This Amendment #2 extends the term of Agreement by an additional three (3) months through September 30, 2021, and adds additional funding source information.

This Amendment also updates financial reporting dates, and the County's grant accountant and program manager.

Compensation is unchanged by this Amendment.

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

AMEND Clackamas County Data, Grant Accountant:

Grant Accountant: Ke`ala Adolpho
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 KAdolpho@clackamas.us

TO READ:

Grant Accountant: Nicole Unck
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5430 NUnck@clackamas.us

AMEND Clackamas County Data, Program Manager:

Program Manager: Nancy Benner
Clackamas County Behavioral Health Division 2051 Kaen Road Oregon City, OR 97045 (503) 742-5960 NBenner@clackamas.us

TO READ:

Program Manager: Josh Thomas
Clackamas County Behavioral Health Division 2051 Kaen Road Oregon City, OR 97045 (503) 742-5960 JThomas@clackamas.us

Cascadia Behavioral Healthcare, Inc. #9390 – Residential Treatment Services

Subrecipient Agreement 20-036 – Amendment #2

Page 3 of 5

AMEND Recitals #2:

WHEREAS, COUNTY holds an Intergovernmental Agreement (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

TO READ:

WHEREAS, COUNTY holds *Intergovernmental Agreements* (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

AMEND Section 1 of the Agreement:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **June 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **September 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

AMEND Section 3 of the Agreement:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA 159159 awarded on June 26, 2019, which is/are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

TO READ:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA 159159 awarded on June 26, 2019 and **IGA 166036 awarded May 25, 2021**, which is/are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any

and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

AMEND Section 4 of the Agreement:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159). The maximum, not to exceed, grant amount COUNTY will pay is **\$334,894.00**. This is a rate-based agreement and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:
 - 4.1. **Federal Funds: \$72,000.00** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (**CFDA 93.958**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Community Mental Health Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.
 - 4.2. **Other Funds: \$262,894.00** in State funds are provided for funding of other items in the program budget.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement **are the 2019-2021 Intergovernmental Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**). The maximum, not to exceed, grant amount COUNTY will pay is **\$334,894.00**. This is a rate-based agreement and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:
 - 4.1. **Federal Funds: \$72,000.00** in federal funds are provided through the Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) (**CFDA 93.958**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Community Mental Health Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.
 - 4.2. **Other Funds: \$262,894.00** in State funds are provided for funding of other items in the program budget.

REPLACE SECTION 9.b. (Administrative Requirements: Personnel) with:

- b) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.

AMEND Section 2 of Exhibit D, Required Financial Reporting and Reimbursement Request:

2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by July 10, 2021 for June 30, 2021 expenses.

TO READ:

- 2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by **October 10, 2021 for September 30, 2021** expenses.


[Signature page follows]

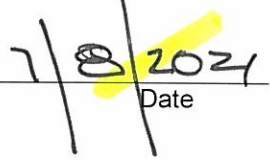
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to be executed by their duly authorized officers.

**CASCADIA BEHAVIORAL HEALTHCARE,
INC.**

COUNTY OF CLACKAMAS


Authorized Signature



Date


~~Gary Schmidt~~ Tootie Smith Date
~~County Administrator~~ Chair, Board of Commissioners

Derald Walker, PhD / President-CEO

Name / Title (Printed)

Approved as to form:



County Counsel

09/02/2021

Date

October 14, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Revenue Grant Amendment #2 with the State of Oregon, Early Learning Division and Clackamas County, on behalf of the Clackamas Early Learning HUB to support Kindergarten Readiness Partnership & Innovation (KPI) Summer programming Amendment Value is \$258,636 for a Maximum Award of \$790,919.27 No County General Funds are involved

Purpose/Outcome	Kindergarten Readiness Partnership & Innovation Program (KPI) promotes community and school partnerships in Historically Underserved Communities that improve readiness for kindergarten at a local level by strengthening connection and collaboration between early care and the education sector. Amendment #2 increases Summer funding for current non-profit Clackamas service providers to support children, families and early-learning Professionals in Kindergarten Readiness and transition.
Dollar Amount and Fiscal Impact	Amendment adds \$258,636 for a maximum grant award of \$790,919.27 There is no match requirement. No County General Funds are involved.
Funding Source	State of Oregon, through its Department of Education, Early Learning Division Grant No. 12327 Amendment 2
Duration	Original Award effective October 1, 2019 through September 30, 2021 Amendment adds funds for Summer Programming between: April 15, 2021 – June 30, 2021 \$64,659 July 1, 2021 – September 30, 2021 \$193,977
Previous Board Action/Review	Previous Board approval: 10/3/19 Board Issues date: 10/5/21
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Intergovernmental agreement has been reviewed and approved by County Counsel on 8/4/21, KR
Procurement Review	Was the item processed through Procurement? No. Revenue Grant Award
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #9469

BACKGROUND:

The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests the approval of a Revenue Grant Amendment #2 with the State of Oregon, Early Learning Division to promote Kindergarten Readiness Partnerships at the local community and school level by investing in innovative and promising models that align for early learning/K-12 integration and improve children’s readiness for kindergarten.

This Grant Amendment #2 is effective upon signature by all parties for services starting on April 1, 2021 and terminating on September 30, 2021. This Amendment has a value of \$258,636 for a Maximum Award of \$790,919.27

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing & Human Services

**STATE OF OREGON
GRANT AGREEMENT 12327
AMENDMENT No. 2**

This is Amendment No. 2 to Grant Agreement No. 12327, effective October 1, 2019 (as amended from time to time, the "Agreement"), between the State of Oregon, acting by and through its Department of Education, Early Learning Division ("Agency") and Clackamas County, on behalf of the Clackamas Early Learning Hub ("Grantee") each a "Party" and together, the "Parties". This Amendment is effective on the date signed by all Parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

This Amendment adds funding pursuant to the 2021 legislation of the 81st Oregon Legislative Assembly, Oregon House Bill 5042.

The Grant is hereby amended as follows with (new language is indicated by **underlining and bold** and deleted language indicated by ~~strikethrough~~:

1. SECTION 6, GRANT FUNDS is amended as follows:

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$465,447.27 for the period October 1, 2019 through June 30, 2021 and \$66,836.00 for the period July 1, 2021 through September 30, 2021 ("Grant Funds") for the Project **and \$258,636.00 for the period of April 15, 2021 through September 30, 2021 for the summer preschool and early learning support, as set forth below.** Agency will pay the Grant Funds from monies available through its General Fund appropriation ("Funding Source").

October 1, 2019, 2 through June 30, 2021	\$465,447.27
July 1, 2021 through September 30, 2021	\$66,836.00
<u>April 15, 2021 through June 30, 2021</u>	<u>\$64,659.00</u>
<u>July 1, 2021 through September 30, 2021</u>	<u>\$193,977.00</u>

2. EXHIBIT A, THE PROJECT, SECTION IV, GRANTEE ACTIVITIES AND DELIVERABLES is amended as follows:

ACTIVITIES

Grantee shall:

- A. Target all KPI-funded resources and activities to children and families from Historically Underserved Communities in alignment with the ELH's demographic analyses included in the ELH's Equity Deliverables described in subsection F under DELIVERABLES and in the chart below.
- B. Award KPI subgrantee funds only to education service districts (ESD's), K-12 school districts, providers of early learning services, non-profit organizations, and post-secondary institutions.
- C. Use Grant Funds for Agency-approved activities and priority areas for KPI funding, as follows:
 1. Use or promote holistic community approaches to supporting successful kindergarten transitions that include at least the following elements:
 - a. Campaigns to promote early kindergarten registration;
 - b. Efforts to promote kindergarten attendance, in alignment with the Agency's *Every Day Matters* campaign (<https://every-day-matters.org/>);

- c. Multi-session transition programs and activities for children which place an emphasis on promoting emotional/behavioral regulation and social-emotional skills, which help orient children to the school facility and learn classroom routines, and which prioritize serving children who have not had access to preschool;
 - d. Culturally responsive capacity-building opportunities for families and primary care givers to help them support children’s successful transition to kindergarten through promoting learning and social-emotional development at home and which help parents to build capacity and skills for partnering successfully with children’s teachers and others in the kindergarten through grade 12 (K-12) system to support their children’s success;
 - e. Opportunities for children, families, and kindergarten teachers to build effective partnerships to promote children’s successful transition to kindergarten
 - f. Strategies that promote continuity between services and meaningful collaboration across early care and education and K-12 settings, such as sharing child-level data and work samples, and which facilitate partnerships across early care and education and K-12 professionals;
 - g. Opportunities for families to share information with kindergarten teachers that will help them better understand children’s skills and assets at kindergarten entry;
 - h. With Agency approval, other activities that support successful kindergarten transitions.
2. Use or promote systemic, culturally responsive approaches to engaging families as partners in children’s learning and development, which may include:
- a. Evidence-based or research-informed culturally responsive parenting education programs designed for families with children ages 0-6;
 - b. Parent-teacher home visits;
 - c. Two-generation approaches, such as play and learn groups, that actively engage parents and caregivers in supporting children’s learning and development;
 - d. Programs designed to strengthen parent leadership and advocacy;
 - e. Professional development for K-12 administrators and/or kindergarten teachers on topics such as creating a welcoming school environment and sharing student learning data with families; or
 - f. With Agency approval, other capacity-building strategies that strengthen partnerships between families, schools, and the early care and education sector to support children’s readiness for kindergarten.
3. Use or promote strategies that establish shared professional culture and practices among early care and education and K-12 sectors, which may include:
- a. P-3 professional learning teams that are inclusive of early care and education providers and K-3 teachers, and which are designed to promote high quality, culturally responsive, developmentally appropriate classroom practice across settings;
 - b. P-3 leadership development for early care and education professionals, as well as K-3 teachers and administrators, which aligns with and/or leverages the *Lead, Learn, Excel* model ;
 - c. Implementation of classroom observation protocols and related professional development, coaching or professional learning such as the *Early Development Instrument (EDI)*, *CLASS*, or *EduSnap*, across early care and education settings and kindergarten classrooms;

- d. Alignment of curriculum, instructional practices, classroom environments, assessments and use of data across early care and education and K-3 settings in ways that promote high quality, culturally responsive, developmentally appropriate practice;
- e. Technical assistance to provide ongoing coaching and/or job-embedded professional development for early care and education and K-3 educators; or
- f. With Agency approval, other approaches or strategies designed to establish and strengthen shared professional culture between the early care and education and K-12 sectors.

D. Additional allowable activities on which Grant Funds may be expended include:

- 1. Funding for P-3 professional learning teams, consisting of both early care and education and K12 staff, to attend national, statewide, or regional professional development conferences, in which the content of the conference aligns with the goals and focus areas for local P-3 professional development, family engagement, and/or kindergarten transition initiatives;
- 2. Site visits to communities investing in comprehensive P-3 approaches;
- 3. Staffing for local or regional P-3 coordination and facilitation, and/or program implementation;
- 4. Local or regional P-3 planning or design teams, and/or other types of cross-sector work designed to strengthen local early learning and K-3 connections;
- 5. With Agency approval, other activities that support Goal 1 of *Raise Up Oregon* and which align with KPI purpose statement and priority areas; and,
- 6. Administrative overhead and indirect costs, not to exceed 15 percent of the ELH's biennial KPI allocation.

E. Non-allowable activities. Grant Funds may not be used for capital expenditures, such as building new or remodeling facilities, or to supplant existing federal or state funds. Capital expenditures do not include operating supplies such as books, curriculum, materials, manipulatives, or furniture that is developmentally appropriate for young children.

F. In support of summer programming goals, Grantee shall provide the following activities from April 15, 2021 through September 30, 2021.

- 1. The Kindergarten summer program funding is specifically to assist children in preparation for entering kindergarten and grades 1-3 only.**
- 2. Components of child specific transition programing must include elements of in-person learning. Hybrids that include both in-person and distance learning are allowable.**
- 3. Professional development for early learning professionals, caregivers and other adults is to be focused on responding effectively to support children in transition to in-person learning and including, but not limited to social and emotional development**

DELIVERABLES

Grantee Shall:

- A. Submit an annual work plan and budget for review and approval by Agency staff which:
 - 1. Demonstrates alignment with System Objective 1 in *Raise Up Oregon* and KPI purpose and priority areas;
 - 2. Prioritizes equity and uses available data to target funding to children and families from Historically Underserved Communities;
 - 3. Describes the ELH's process for distributing KPI funds to subgrantees, including which stakeholders are involved in the decision-making process;

4. Identifies appropriate KPI activities based on local needs, community readiness, and leadership and organizational factors;
 5. Clearly articulates key strategies, activities, deliverables, timeliness, subgrantees and partner organizations, and number of children, families, and early care education and K-3 professionals KPI-funded activities are anticipated to serve; and
 6. Uses the work plan and budget template provided by the ELD, or, with prior approval from ELD staff, an alternative work planning document that addresses each of the required elements.
- B. Execute activities and deliverables identified in the Agency-approved work plan, within the specified budget and timelines and/or provide oversight and technical support to subgrantees to ensure that they are able to execute activities and deliverables identified in their work plans and/or memoranda of understanding, within specified budget and timelines. If the grantee or subgrantee(s) cannot execute the activities and deliverables identified in their work plans within the specified budget and timelines, the grantee may amend its work plan, budget, and sub-grants with prior Agency approval.
- C. Participate in program evaluation activities, which may include surveys, collection of community or school level data, focus groups, interviews, document reviews, or other quantitative or qualitative evaluation approach. Program evaluation methods may evolve or change over time. *It is the responsibility of the grantee to ensure that all subgrantees are aware of and able to respond to requests for data and information, including demographic information of program participants, as part of the KPI program evaluation.*
- D. Participate in technical assistance activities, including but not limited to webinars and in-person meetings;
- E. Establish written agreements with ELH/KPI subgrantees that include:
1. Specific deliverables;
 2. Timelines in which key activities will take place;
 3. Reporting, program evaluation, and data sharing requirements;
 4. Project budget;
 5. Statement acknowledging the sub-grantee's role and responsibility to participate in data collection and program evaluation; and
 6. A description of how KPI funds are being blended or braided with local or other funding sources funding, and furnish copies of all signed agreements to Agency staff.
- F. Complete the following Equity Deliverables and activities:
1. Use a written action plan from previous agreement year to create a work plan outlining the equity domains to be addressed and demonstrate how the demographic analysis from the previous year inform the equity of the services provided under this Grant. Grantee shall submit the report to the Agency on or before the deadline for the annual work plan set forth in the chart below.
 2. Ensure all staff providing services to historically underserved populations complete equity training approved by the Agency. Submit to the Agency evidence that the training was completed in the form of training certificates or other documentation.
 3. Complete a demographic analysis comparing population demographics of the Service Delivery Area with the actual population served over the agreement period using the information provided by the Agency. Submit to the Agency an annual written demographic analysis of the Service Delivery Area.
 4. Using the information collected from equity-self assessment and demographic analysis, identify gaps in services currently available within the Grantee's Service Delivery Area. Submit a written work plan to the Agency addressing the gaps and describing the actions Grantee proposes to take in order to deliver the services described in this Grant.

3. EXHIBIT A, PROJECT DESCRIPTION, SECTION V, REPORTING REQUIREMENTS is amended as follows

Grantee shall:

- A. Submit written quarterly activity reports, on or before the dates indicated below, that include the following:
 1. Progress towards completing scheduled deliverables;
 2. Numbers of children, families/caregivers, early care and education provider, and K-3 educators and/or community partners served;
 3. Demographic information, including race/ethnicity and primary languages, of children and families that participate in ongoing kindergarten transition and family engagement activities;
 4. Roles and organizations of early care and education providers and K-3 educators who participate in ongoing professional development activities;
 5. Budget report on form provided by Agency; and
 6. Brief narrative description of key activities, successes, and challenges faced during the reporting period.

In addition to the quarterly reports described above, Grantee shall perform the activities or submit the information described below on the due dates indicated:

Milestone	Due Date
Grant period begins	October 1, 2019
Attend Confederation of Oregon School Administrators statewide early learning conference	October 2019 and October 2020
2019-2020 Annual work plan, budget, and subcontracts or memoranda of understanding with KPI sub-recipients submitted to ELD	November 30, 2019
2020-2021 Annual work plan, budget, and subcontracts or memoranda of understanding with KPI sub-recipients submitted to ELD	November 30, 2020
Attend P-3/KPI Peer Learning Exchange	To be determined by Agency
Grant Performance Period Ends	September 30, 2021
<u>Summer activity reporting</u>	<u>Monthly - 30 days after activities take place April 15, 2021 through September 30, 2021</u>

Equity Deliverables Reporting	
Create equity work plan integrating prior year's information	March 31, 2020
Complete equity training approved by the Agency	August 31, 2020
Complete annual equity demographic analysis	July 31, 2020 AND September 30, 2021
Complete annual equity work plan and report on identified service gaps	September 30, 2020 AND September 30, 2021

Quarterly Reports & Outcomes Surveys	
Quarter 1 (July – September 2019)	November 30, 2019
Quarter 2 (October – December 2019)	February 28, 2020
Quarter 3 (January – March 2020)	May 31, 2020
Quarter 4 (April – June 2020)	August 31, 2020
Quarter 5 (July – September 2020)	November 30, 2020
Quarter 6 (October – December 2020)	February 28, 2021
Quarter 7 (January – March 2021)	May 31, 2021
Quarter 8 (April – June 2021)	August 31, 2021
Quarter 9 (July – September 2021)	November 30, 2021

Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of this Amendment and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
 Karen L. Hull, Procurement & Contract Specialist Date

Clackamas County on behalf of Clackamas Early Learning Hub

By: _____
 Authorized Signature Date

 Printed Name Title

 Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047 – via email approval

By: Joshua Nasbe, Assistant Attorney General July 19, 2021
 [Name, Title] Date

October 14, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Revenue Grant Agreement with the State of Oregon, Early Learning Division and Clackamas County, on behalf of the Clackamas Early Learning HUB to support and manage Coordinated Enrollment into the Preschool Promise program Grant Award is \$208,208.52
No County General Funds are involved

Purpose/Outcome	Clackamas Early Learning HUB administers a federal Preschool Promise Development Grant to provide Early Learning HUBS coordination and support focusing on enrolling children into Clackamas County Preschool Promise programs. Coordinated Enrollment, through the Clackamas Early Learning HUB, will collaborate with partners to coordinate efforts of work related to enrollment into publically-funded Early Care and Education Services to include: <ul style="list-style-type: none"> • Marketing, outreach and recruitment • Eligibility determination and programming • Preschool Promise program selection and placement
Dollar Amount and Fiscal Impact	Grant Agreement has a maximum value of \$208,208.52 There is no match requirement. No County General Funds are involved.
Funding Source	State of Oregon, through its Department of Education, Early Learning Division Grant No. 15636 Catalogue of Federal Domestic Assistance (CFDA) #93.434 (\$51,500) State of Oregon (\$155,208.52)
Duration	Effective for services starting July 1, 2021 and terminating on June 30, 2022
Previous Board Action/Review	Board Issues date: 10/5/21
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Intergovernmental agreement has been reviewed and approved by County Counsel on 8/4/21, KR
Procurement Review	Was the item processed through Procurement? No. Revenue Grant Award
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #10352

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Revenue Grant Agreement with the State of Oregon, Early Learning Division to administer the federal Preschool Promise Development Grant. Preschool Promise Programs increase access to quality preschool and enhance quality of existing early education programs for preschool aged children.

Coordinated Enrollment, through the Clackamas Early Learning HUB, will collaborate with partners to coordinate efforts of work related to enrollment into publically-funded Early Care and Education Services

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to include: Marketing, outreach and recruitment, eligibility determination and programming and Preschool Promise program selection and placement.

This Grant is effective upon signature by all parties for services starting on July 1, 2021 and terminating on September 30, 2022. This Amendment has a value of \$208,208.52.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing & Human Services

STATE OF OREGON GRANT AGREEMENT

Grant No. 15636

This Grant Agreement (“Grant” or “Grant Agreement”) is between the State of Oregon acting by and through its Department of Education, Early Learning Division (“Agency”) Clackamas County on behalf of Clackamas Early Learning Hub (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 329.172 and ORS 417.827(2), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funding to the Grantee to implement the collaborative and ongoing coordinated enrollment for families eligible for publicly-funded preschool programs.

SECTION 3: EFFECTIVE DATE, DURATION, AND PERFORMANCE PERIOD

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of July 1, 2021 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2022.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Teresa Waite, Grant Manager
Early Learning Division
700 Summer Street NE, Suite 300; Salem, OR 97301
Phone: 503-798-7698 | email: psp@ode.state.or.us

4.2 Grantee’s Grant Manager is:

Dani Stamm Thomas, Director
Clackamas Early Learning Hub
2051 Kaen Rd; Oregon City, OR; 97045
971-288-8264 | dstammthomas@clackamas.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2022 (the “Performance Period”). The Performance Period is the period during which services under this Grant must be performed. Under no circumstances will Agency pay for any Project activities performed outside of the Performance Period, unless the Grant has a fully executed amendment extending the end date of the Grant and the Performance Period.

SECTION 6: GRANT FUNDS

- 6.1** In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to **\$208,208.52** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its federal Preschool Development Grant and state Other Funds appropriations (“Funding Source”) per the table below:

Funding Source	Program Year 2021-22
Federal	\$ 53,000.00
Other Funds	\$ 155,208.52
Total	\$ 208,208.52

- 6.2** Agency may, by written notice to Grantee, temporarily cease funding and require Grantee to stop all or any part of the Project depended upon Grant Funds for a period of up to 180 days after the date of the notice if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds.
- 6.2.1** Upon receipt of this notice, Grantee must immediately cease all Project activities depending on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.
- 6.2.2** If Agency subsequently projects that it will have sufficient Grant Funds, Agency will notify Grantee that it may resume activities.
- 6.2.3** If sufficient Grant Funds do not become available, Grantee and Agency will work together to amend this Grant Agreement to revise the amount of Grant Funds and Project activities to reflect the available Grant Funds.
- 6.2.4** If sufficient Grant Funds do not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify the Project cessation order by a supplemental written notice or (ii) terminate this Grant Agreement as permitted by either the termination of Agency’s discretion or for cause

provisions of this Grant Agreement.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.
- 7.1.2** Agency will disburse Grant Funds using Agency’s Electronic Grants Management System (“EGMS”).
- 7.1.3** Grantee may request reimbursement from Grant Funds on a cost-incurred, quarterly basis . Grantee may expend Grant Funds only for costs that are reasonable, necessary, and directly related to the Project (“Allowable Costs”). By submitting a claim, Grantee attests the costs for which it requests disbursement are Allowable Costs.
- 7.1.4** After each disbursement of Grant Funds, Agency will make subsequent disbursements to Grantee only after Grantee has submitted the reports required under Exhibit A, Section IV. Grantee must accurately and completely account for and document its expenditures in sufficient detail to permit Agency to verify that Grantee spent its Grant Funds only on Allowable Costs.
- 7.1.5** Grantee must repay to Agency any overpayment of Grant Funds, or payment for costs that do not constitute Allowable Costs for the Project, as provided in Section 17 of this Grant Agreement.

7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source (nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency);
- 7.2.2** No default as described in Section 15 has occurred;
- 7.2.3** Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement; and
- 7.2.4** Grantee is in compliance with the reporting requirements identified in Exhibit A of this Grant Agreement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds

for Project costs that are paid for with other funds and would result in duplicate funding. Grantee must ensure Grant Funds are used to supplement and not supplant public moneys received from any other source.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

- 8.1.1** Grantee is duly organized and validly existing and has all necessary rights, powers and authority under any organizational documents and under Oregon law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.2** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.3** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.4** There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: GRANTEE SUB-AGREEMENTS AND PROCUREMENTS

9.1 Grantee may enter into agreements with subgrantees or contractors (collectively, "subagreements") for performance of specific services for the Project only in accordance with Sections 9.1.1 to 9.1.5.5 and only after receiving written approval from the Agency’s Grant Manager.

9.1.1 Grantee may not subcontract for the delivery of the Project in its entirety, but may subcontract for specific services such as transportation, food preparation, janitorial services, and other

similarly limited services that support the Project.

- 9.1.2 All subagreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Grant Agreement to the contractor or subcontractor. Use of a subagreement does not relieve Grantee of its responsibilities under this Grant Agreement.
- 9.1.3 Grantee agrees to provide Agency with a copy of any signed subagreement upon request by Agency. Any substantial breach of a term or condition of a subagreement must be reported by Grantee to Agency within ten (10) days of its discovery by Grantee.
- 9.1.4 Grantee must purchase any equipment, materials, or services for the Project under procedures that comply with Oregon law, including any applicable provisions of the Oregon Public Contracting Code and its implementing rules.
- 9.1.5 Grantee shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:
 - 9.1.5.1 An employee, officer, or agent of the Grantee (“Related Person”);
 - 9.1.5.2 A Related Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
 - 9.1.5.3 The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Related Person;
 - 9.1.5.4 Any individual for whom a Related Person has a legal support obligation; or
 - 9.1.5.5 An organization in which any of the individuals identified above is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 **Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal identifiable information, as that term is used in ORS 646A.602(11), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 **Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any

unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the a background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteers, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds,

insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other indirect damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Workers' Compensation.** If Grantee employs subject workers, as defined in ORS 656.027, Grantee must comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee must require and ensure each of its subgrantees, contractors and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee must also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee must provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and must require and ensure each of its out-of-state subgrantees, contractors and subcontractors complies with these requirements.
- 12.2 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.3 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and

amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

- 12.4 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

- 13.1** This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. 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 will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation,

dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or

17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 **By Agency.** Agency may terminate this Grant as follows:

18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;

18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source;
or

18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant

18.3 **By Grantee.** Grantee may terminate this Grant as follows:

18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 **Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this

Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

- 19.2 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.3 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.4 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.5 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.6 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.7 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.8 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.9 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

- 19.10 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 19.11 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.12 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.13 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit D (Federal Terms and Conditions)
 - Exhibit A (the “Project”)
 - Exhibit B (Insurance)
 - Exhibit C (Equity Objectives and Deliverables)
 - Exhibit E (Federal Award Identification)
 - Exhibit F (Coordinated Enrollment Implementation Plan)
- 19.14 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____ Date _____
Name, Title

CLACKAMAS COUNTY

By: _____ Date _____
Authorized Signature

Printed Name, Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Joshua Nasbe, Senior Asst. Attorney General via email 07/27/2021
Name, Title Date

EXHIBIT A THE PROJECT

PART I – BACKGROUND

The Agency administers a federal Preschool Development Grant that provides funding for Early Learning Hubs, including Grantee, to implement ongoing coordinated enrollment processes that focus on enrolling children into the Agency's Preschool Promise Program.

PART II – DEFINITIONS

Capitalized terms used in this Grant Agreement shall have the meanings given in OAR 414-470-0005 unless another meaning is specifically provided in this Grant Agreement.

Coordinated Enrollment means the process of Early Learning Hubs collaborating with partners to coordinate efforts within three buckets of work related to enrollment into publicly-funded Early Care and Education Services: 1) marketing, outreach and recruitment; 2) eligibility determination and programming; and 3) selection and placement.

Coordinated Enrollment Implementation Plan means the deliverables related to the successful execution of Coordinated Enrollment. The plan is incorporated into this Grant as Exhibit F.

Early Care and Education (“ECE”) Services means early learning and development programs providing center and home-based services to children aged birth through five years, such as Head Start, Oregon Pre-Kindergarten, Preschool Promise, Baby Promise, K-12 programs, Early Intervention/Early Childhood Special Education, other preschool programs, and child care. These services are further defined as including the formal settings outside of the home, regardless of funding source, that provide care and education for children from birth through kindergarten entry.

Early Care and Education Sector Plan (“ECE Sector Plan”) means the regional plan that each Early Learning Hub is tasked with creating under ORS 329.172. Each ECE Sector Plan outlines a vision and roadmap for ECE Services in the region, and identifies specific priority populations for publicly funded ECE Services.

Early Intervention/Early Childhood Special Education (“EI/ECSE”) Program means services for children age 0-5 with disabilities.

Early Learning Hubs (“Hub”) means an entity designated under ORS 417.827 and under contract with Agency to coordinate, build, and strengthen local early learning services and Early Learning Systems through which young families can easily connect with needed supports and services in the designated regional structures within Oregon.

Preschool Promise Program means a model for a publicly-funded, high-quality preschool system, which leverages high-quality, local and culturally-relevant early child care and education programs and makes them available to children living at or below 200 percent of the federal poverty level.

PART III. PROJECT ACTIVITIES AND BUDGET

Project Activities. Grantee shall:

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- A. Provide a level of staffing required to effectively support and manage Coordinated Enrollment in Grantee’s Hub region. Grantee’s staff must participate in all ELD-sponsored training and technical assistance regarding Coordinated Enrollment.
- B. Convene a regional stewardship committee to develop and implement a Coordinated Enrollment plan using the process and templates provided by the Agency in the Coordinated Enrollment Implementation Plan. At a minimum, the Coordinated Enrollment plan must include agreement reached by the regional stewardship committee to:
 - a. Coordinate marketing, outreach and recruitment strategies for ECE Services;
 - b. Align timelines and/or processes for eligibility determination and programming, and selection and placement for ECE Services;
 - c. Identify timelines for implementation of Coordinated Enrollment plan; and
 - d. Identify and collect outcome measures for Coordinated Enrollment efforts.
- C. Enroll children into the Preschool Promise program using the processes and procedures for eligibility determination, selection and placement as set forth in OAR 414-470-0000 to 414-470-0070 and Agency’s Preschool Promise Enrollment Manual.
- D. Align strategies and related key activities described in the Early Learning Hub’s work plan for the region and communities, which is funded by a separate grant agreement.
- E. Grantee must meet the Equity Objectives and complete the Equity Deliverables, as described in Exhibit C. Additional information is provided in the Agency’s Equity Guidance for Program 2021-23, Version 1 (together with any later version of the “Equity Guidance”) available at :
<https://oregonearlylearning.com/wp-content/uploads/2021/05/2021-23-Equity-Guidance-final.docx>.

Budget 2021-22. Grantee shall:

1. Submit a detailed budget to the Agency using the Agency-provided template within 30 days of executing the Grant and report budgeted expenditures to Agency quarterly as set forth in the table on Part V below.
 - a. Approved budget may be revised up to 10 percent of a budget category without the prior approval by the Agency, but in no case may a budget category adjustment result in an increase of the total amount of Grant Funds set forth in Section 6 of this Agreement. All budget modifications exceeding 10 percent must have a prior written approval by the Agency.
 - b. Grantee’s combined administrative costs and indirect costs for funds derived from Agency’s federal Preschool Development Grant Fund appropriations are limited to the federal negotiated indirect rate and the time of the expenditure. For funds derived from state Other Funds, combined administrative costs and indirect costs are limited to 15 percent of the state Other Funds.
 - c. Use the Grant Funds only for Allowable Costs in amounts not to exceed the cost limits set forth in detailed budget submitted to Agency.

PART IV. ACCESSIBILITY

Worldwide Web Accessibility. If, as part of the Project, Grantee develops data or information that will be displayed or accessed through an Agency public website or world-wide web application (the “Content”), Grantee must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), and provide individuals with disabilities access to and use

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of the Content in the website or application that is comparable to the access provided to individuals without disabilities. Grantee must design and format Content that meets at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, “Mandatory Standard”):

- The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0;
- The World Wide Web Consortium’s (W3C’s) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard);
- The web accessibility evaluation tool (WAVE), found at: <http://wave.webaim.org/extension/>
- Content to be posted on the web must adhere to: https://www.webaccessibility.com/best_practices.php
- PDF files must comply with: <http://webaim.org/techniques/acrobat/>
- Word files must comply with: <http://webaim.org/techniques/word/>
- PPT files must comply with: <http://webaim.org/techniques/powerpoint/>
- Excel files must comply with: https://www.webaccessibility.com/best_practices.php?technology_platform_id=215

Testing. Grantee must test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. Agency will test the web or application to validate the Content meets the Mandatory Standards, including a manual validation review of the Content against the current W3 Checklist for Web Content Accessibility (link included for reference: <https://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.pdf>). If the Content fails the testing, Agency will notify Grantee and Grantee must remedy any deficiencies as provided in Section 7.1.3 of this Grant. If Agency determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to Grantee to remove the Content. Grantee shall remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

PART V. REPORTING REQUIREMENTS AND DISBURSEMENTS

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

Grantee must submit the reports described in the table below to Agency using the tool(s) provided by the Agency.

Reporting Requirements	Reporting Period	Due Date
Coordinated Enrollment Progress Report using an Agency- provided template	Monthly	By the 15th of each month for the preceding month
Budget Report using an Agency- provided template	July 1, 2021 to June 30, 2022	July 31, 2021
Expenditure Report using an Agency- provided template	Quarterly July – September, 2021 October – December 2021 January – March 2022 April – June 2022	No later than 45 days after the end of each quarter

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Coordinated Enrollment Plan	July 1, 2021 to June 30, 2022	March 1st, 2022
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Disbursements Generally

1. Requests for Grant funds shall be submitted within 45 days of the end of each reimbursement period using the EGMS. With each request to Agency, the Grantee shall submit an expenditure report using the Agency-provided template. Grantee shall provide any additional information or further details as Agency may require upon request.
2. All required reports for each reimbursement period must be received by the Agency’s Grant Manager prior to any payments being released to Grantee.
3. Reimbursement requests that do not have appropriate documentation are subject to being returned to the Grantee by the Agency. Further, lack of proper documentation may also put the Grantee in breach of the Grant with Agency per Section 18 of the Grant captioned “Termination”.
4. It is the responsibility of the Grantee to ensure all subgrantees and contractors are providing the appropriate services, data, and narratives required for any report and are submitting appropriate documentation as previously noted in paragraph 2 of this section.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee’s expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers’ compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

COMMERCIAL GENERAL LIABILITY

Required Not required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required Not required

Grantee shall require and ensure that each of its subcontractors complies with the Automobile Liability Insurance requirements as applicable.

Non-transporting programs:

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement. Use of commercial general liability with non-owned auto endorsement may be acceptable in lieu of non-owned or hired vehicles coverage.

Programs transporting 1 to 9 children

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability

insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement.

Programs transporting 10 or more children

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement.

PROFESSIONAL LIABILITY

Required (if Grantee, a contractor or subcontractor has licensed professionals as employees)

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee’s, contractor, or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required Not required

Directors, Officers and Organization insurance covering the Contractor’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight

and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required (if Grantee, a contractor or subcontractor has any kind of custodial care over children)

Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$2,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/ umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors or subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractor and subgrantee, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors or subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee’s insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors or subgrantees, if any, 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 this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency's Grant Manager Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/ umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/ umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: **Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310** prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C

EQUITY OBJECTIVES AND DELIVERABLES

All of Agency's work is in service to children, families and communities to support all of Oregon's young children and families to learn and thrive.

Agency knows that communities represent Oregon's best opportunity to improve educational outcomes. Strength-based approaches and Asset-based mindsets will support Agency's efforts to operationalize equity. Agency recognizes that in order for each and every child and family to learn and thrive, they must be provided with differentiated, person-centered resources and support.

Agency supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture, and linguistic needs of diverse consumer and client populations and communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It thus requires knowledge and capacity at different levels of intervention: structural, organizational, interpersonal, and individual.

Grantee must meet the Equity Objectives and complete the Equity Deliverables, as described below.

DEFINITIONS

Asset-based mindset: A mindset that focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance Grantee's services.

Strength-based approach: Policies, practice methods, and strategies that identify and draw upon the strengths of children, families, and communities to develop and enhance Grantee's services.

Historically Underserved Communities: Refers to communities that the Early Learning Council Equity Implementation Committee identified as African American, Asian and Pacific Islander, English Language Learners, Geographically Isolated, Immigrants and Refugees, Latino, Tribal Communities, and Children with Disabilities, Economic Disparities, or of Incarcerated Parents/Parental Figures.

EQUITY OBJECTIVES

Grantee's entire organization will work to build a climate that promotes acceptance, inclusion and respect of all individuals;

Grantee's staff must understand the communities they serve, in a non-static manner, including the communities' culture, values, norms, history, customs, and particularly types of discrimination, marginalization and exclusion they face in this country. Grantee must apply that knowledge to services it provides under this Grant in a responsive, non-limiting and non-stereotyping manner;

Whenever possible, Grantee must interact with program participants according to their preferred language and cultural norms including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs, and spiritual needs;

Grantee's staff will engage in continuous learning about their own biases, assumptions and stereotypes that limit their ability to be culturally responsive, and to understand how these biases affect their work with program participants;

Grantee must use data concerning needs, demographics and risks of the community, in accordance with Agency directives, to guide the determination of which populations to target and prioritize for program participation;

Grantee must ensure that its applicants and employees are not subjected to unlawful discrimination in hiring, compensation or the terms, conditions or privileges of employment, because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability; and

Grantee must ensure that any subcontract, purchase, or other agreement used to carry out the Project expressly prohibits the performing entity from subjecting employees or applicants to discrimination in hiring, compensation or the terms, conditions or privileges of employment, because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability.

EQUITY DELIVERABLES

Description	Deliverable	Due no later than
1. Complete equity survey administered by the Agency	Submit completed survey	11/15/2021
2. Identify at least one equity training of interest (four-hour minimum) and require all individuals who provide services to children or families under this Grant Agreement to complete the training	Submit proof in the form of training certificate or other documentation that all individuals who provide services to children or families under this Grant Agreement have completed at least one equity training of interest,	TBD
3. Collect demographic data for the services provided under this Grant Agreement and identify any gaps in reaching Historically Underserved Communities, in accordance with instructions provided by Agency	Submit annual report	05/31/2022
4. Identify at least one individual who is responsible for Grantee’s equity reporting and data collection and require the identified individuals to complete 2023-25 equity orientation provided by the Agency	Submit proof of attending the orientation	04/15/2023

Grantee is responsible for collecting and compiling data necessary to comply with the obligations imposed under this Grant Agreement.

Reports on equity activities shall be delivered to Agency by the deadline described in this Exhibit C via this link: <https://app.smartsheet.com/b/form/6fd36119fe3d47a3a7fcbce8d9b72a01>

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

FEDERAL FUNDS

If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments will will not be made in whole or in part with federal funds.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient Grantee is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant:
93.434 Preschool Development Grants Birth through Five

FEDERAL PROVISIONS

The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with Appendix II to 2 CFR Part 200 – Grantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

“Contract” means this Grant or any contract or subgrant funded by this Grant.

“Contractor” and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials: <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200.1322>.

(K) Audits.

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between

Contractor and State.

(L) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

ADDITIONAL FEDERAL REQUIREMENTS

Trafficking in Persons.

The Code of Federal Regulations 2 CFR 175 is hereby incorporated into this Grant with the following changes:

a.2ii.B. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

“b.2ii. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

Specific Conditions for Disclosing Federal Funding in Public Announcements.

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with the Grant Funds, Grantee must clearly state:

- 1) The percentage of the total costs of the Project which will be financed with Grant Funds;
- 2) The dollar amount of Grant Funds for the Project; and
- 3) The percentage and dollar amount of the total costs of the Project that will be financed by non-governmental sources.

Grantee must comply with these conditions under Division H, Title V, Section 505 of Public Law 115-141, Consolidated Appropriations Act, 2019.

Prohibition of Text Messaging and Emailing While Driving During Official Grant Business.

Grantee and their personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using government supplied electronic equipment to text message or email when driving. Grantee must comply with these conditions under Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving” October 1, 2009.

Conferences and Meetings.

Grantee must take into account the following factors when considering the use of Grant Funds for conferences and meetings:

- 1) Before deciding to use Grant Funds to attend or host a meeting or conference, Grantee must:
 - Ensure that attending or hosting a conference or meeting is reasonable and necessary to achieve the goals and objectives of this Grant;
 - Ensure the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/ coordinate the work being done under the Grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- 2) Grantee must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”. In particular, remember that:
 - Grant Funds cannot be used to pay for alcoholic beverages; and
 - Grant Funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- 3) Grant Funds may be used to pay for the costs of attending a conference. Specifically, Grant Funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of Grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the Grant. When planning to use Grant Funds for attending a meeting or conference, Grantee must consider how many people should attend the meeting or conference on its behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the Grant.
- 4) Grantee may not use Grant Funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business. A working lunch is an example of a cost for food that might be allowable if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference to achieve the goals and objectives of this Grant
- 5) A meeting or conference hosted by Grantee and charged to this Grant may not be promoted as a U.S. Department of Education conference. This means the seal of the U.S. Department of Education must not be used on conference materials or signage without Agency approval.

All meeting or conference materials paid for with Grant Funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the U.S. Department of Education. However, those contents do not necessarily represent the policy of the U.S. Department of Education, and you should not assume endorsement by the Federal Government.

ODE GRANT #15636 – Coordinated Enrollment

- 6) Grantee is strongly encouraged to contact Agency Grant Manager with any questions or concerns about whether using Grant Funds for a meeting or conference is allowable prior to committing Grant Funds for such purposes.
- 7) Grantee is responsible for the proper use of Grant Funds and may have to repay Grant Funds if Grantee violates the terms of this Grant, including the provided guidance for meeting and conference related expenses.

Applicable Acts, Regulations, and Assurances

Grantee will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Continued Payments to Employees

Grantee shall, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with section 315 of Division M of the CRRSA Act. In addition, each entity that accepts funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. ESSER II funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.

EXHIBIT F

Coordinated Enrollment Implementation Plan

<https://oregonearlylearning.com/wp-content/uploads/2021/08/Coordinated-Enrollment-Implementation-Plan.pdf>



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Authorization to Purchase Quantity one (1) 2022 Freightliner 114SD Truck with a Western Pacific 30T National Crane installed from McCoy Freightliner of Portland through State of Oregon Cooperative Contract # 1640

Purpose/Outcome	Purchase one (1) 2022 Freightliner 114SD Truck with a Western Pacific 30T National Crane installed from McCoy Freightliner of Portland through the State of Oregon Cooperative Contract # 1640.
Dollar Amount and Fiscal Impact	Purchase Order Value \$497,067.00, budgeted in DTD Transportation Maintenance.
Funding Source	Road Fund
Duration	At time of purchase execution
Previous Board Action/Review	9/28/21: Discussion item at issues
Strategic Plan Alignment	-Building trust through good government -Building a strong infrastructure
Counsel Review	N/A: this purchase is through a cooperative contract.
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Warren Gadberry- Fleet Manager 503-650-3988
Contract No.	State of Oregon Cooperative Contract # 1640

Background:

The Department of Development, Transportation Maintenance Division has requested that Clackamas County Fleet Services purchase one (1) 2022 Freightliner 114SD Truck with a Western Pacific 30T National Crane installed from McCoy Freightliner of Portland through the State of Oregon Contract # 1640.

Procurement Process:

Approval of the purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #1640 with the State of Oregon Cooperative Purchasing Agreement Program through McCoy Freightliner of Portland. A notice of Intent to Purchase the 2022 Freightliner 114SD Truck with a Western Pacific 30T

National Crane installed was issued on September 16th, 2021. No comments were received at the time of closing on September 23rd, 2021.

Recommendation:

Staff respectfully recommends the Board approve this purchase and authorizes Procurement staff to issue the PO on behalf of the County.

Sincerely,

Warren Gadberry

Warren Gadberry
Fleet Manager
Department of Transportation and Development

Placed on the BCC Agenda _____ by Procurement

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

In the Matter of Approving Issuance of Purchase Order of one (1) 2022 Freightliner 114SD Truck with a Western Pacific 30T National Crane installed from McCoy Freightliner of Portland



Board Order No. _____

Page 1 of 2

Whereas, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all contracts and any amendments or renewals of the same;

Whereas, Oregon Revised Statutes (“ORS”) chapter 279A.200-220 and Local Contract Review Board Rule C-046-0400 permit Clackamas County to purchase goods or services using a cooperative procurement;

Whereas, the State of Oregon established a cooperative contract with McCoy Freightliner of Portland for the purchase of one (1) 2022 Freightliner 114SD Truck with a Western Pacific 30T National Crane installed;

Whereas, the Clackamas County Department of Transportation and Development desires to purchase one (1) 2022 Freightliner 114SD Truck with a Western Pacific 30T National Crane installed from McCoy Freightliner of Portland through the State of Oregon contract, for a total contract price of \$497,067.00;

Whereas, the Clackamas County Department of Finance requests authority to utilize the State of Oregon contract to purchase the aforementioned vehicle by issuance of a purchase order (“PO”);

Whereas, a PO is issued directly through the Department of Finance’s management software with no signature required or available;

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

1. The requested use of the State of Oregon contract to purchase the aforementioned vehicle in the amount of \$497,067.00; is hereby approved;
2. The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the aforementioned vehicle using the State of Oregon contract.

[Signatures to Follow]

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

In the Matter of Approving
Issuance of Purchase Order of one
2022 Freightliner 114SD Truck with
a Western Pacific 30T National
Crane installed from McCoy
Freightliner of Portland



Board Order No. _____

Page 2 of 2

DATED this ____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Authorization to Purchase Quantity one (1) 2022 Freightliner M2 106 Truck with Etnyre Oil Distributor Rear Body installed from McCoy Freightliner of Portland through State of Oregon Cooperative Contract # 1640

Purpose/Outcome	Purchase one (1) 2022 Freightliner M2 106 Truck with Etnyre Oil Distributor Rear Body installed from McCoy Freightliner of Portland through the State of Oregon Cooperative Contract # 1640.
Dollar Amount and Fiscal Impact	Purchase Order Value \$222,073.00 budgeted in DTD Transportation Maintenance.
Funding Source	Road Fund
Duration	At time of purchase execution
Previous Board Action/Review	9/28/21: Discussion item at issues
Strategic Plan Alignment	Building trust through good government Building a strong infrastructure
Counsel Review	N/A: this purchase is through a cooperative contract.
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Warren Gadberry- Fleet Manager 503-650-3988
Contract No.	State of Oregon Cooperative Contract # 1640

Background:

The Department of Development, Transportation Maintenance Division has requested that Clackamas County Fleet Services purchase one (1) 2022 Freightliner M2 106 Truck with Etnyre Oil Distributor Rear Body installed from McCoy Freightliner of Portland through the State of Oregon Contract # 1640.

Procurement Process:

Approval of the purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #1640 with the State of Oregon Cooperative Purchasing Agreement Program through McCoy Freightliner of Portland. Due to the dollar amount threshold, a notice of Intent to Purchase is not required.

Recommendation:

Staff respectfully recommends the Board approve this purchase and authorizes Procurement staff to issue the PO on behalf of the County.

Sincerely,

Warren Gadberry

Warren Gadberry
Fleet Manager
Department of Transportation and Development

Placed on the BCC Agenda _____ by Procurement

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

In the Matter of Approving Issuance of Purchase Order of one (1) 2022 Freightliner M2 106 Truck with Etnyre Oil Distributor Rear Body installed from McCoy Freightliner of Portland



Board Order No. _____

Page 1 of 2

Whereas, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all contracts and any amendments or renewals of the same;

Whereas, Oregon Revised Statutes (“ORS”) chapter 279A.200-220 and Local Contract Review Board Rule C-046-0400 permit Clackamas County to purchase goods or services using a cooperative procurement;

Whereas, the State of Oregon established a cooperative contract with McCoy Freightliner of Portland for the purchase of one (1) 2022 Freightliner M2 106 Truck with Etnyre Oil Distributor Rear Body installed;

Whereas, the Clackamas County Department of Transportation and Development desires to purchase one (1) 2022 Freightliner M2 106 Truck with Etnyre Oil Distributor Rear Body installed from McCoy Freightliner of Portland through the State of Oregon contract, for a total contract price of \$222,073.00;

Whereas, the Clackamas County Department of Finance requests authority to utilize the State of Oregon contract to purchase the aforementioned vehicle by issuance of a purchase order (“PO”);

Whereas, a PO is issued directly through the Department of Finance’s management software with no signature required or available;

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

1. The requested use of the State of Oregon contract to purchase the aforementioned vehicle in the amount of \$222,073.00; is hereby approved;
2. The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the aforementioned vehicle using the State of Oregon contract.

[Signatures to Follow]

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

In the Matter of Approving
Issuance of Purchase Order of one
(1) 2022 Freightliner M2 106 Truck
with Etnyre Oil Distributor Rear
Body installed from McCoy
Freightliner of Portland



Board Order No. _____

Page 2 of 2

DATED this ____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

October 7, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of the subcontract to collect infectious waste in the franchises held by
Waste Management of Oregon, Inc.

Purpose/Outcomes	Approving a new subcontract for infectious waste collection by a franchisee.
Fiscal Impact	N/A
Funding Source	N/A
Duration	Until terminated by the Parties or the Board
Previous Action	Solid Waste Commission approval on August 18, 2021 Issues: September 7, 2021
Strategic Plan Alignment	Build public trust through good government and ensure safe, healthy and secure communities
Counsel Review	Reviewed by Counsel 8-30-21 SC
Procurement Review	Was this item processed through procurement? No If not, provide brief explanation: Not required – this contract is held by the franchised collector but must be approved by the Board.
Contact Person	Rick Winterhalter, Sr. Sustainability Analyst DTD Sustainability & Solid Waste 503-742-4466
Contract No.	N/A

Waste Management of Oregon, Inc. is seeking approval to subcontract with Trilogy Medwaste, Inc. (<https://www.trilogymedwaste.com/>) to provide infectious waste collection throughout their franchised areas in the County. The Solid Waste Commission recommended the Board approve the subcontract.

Approval of this subcontract does not involve County general funds. This is a business-to-business service contract for the provision of infectious solid waste collection. The Code requires the Board approve these subcontracts to ensure the subcontractor has appropriate personnel and equipment to perform the service.

The subcontractor is required to charge Board approved fees. The customers (currently 131) requiring infectious waste collection will not see a change in the fees they pay for service because of this change. (There has also been no change in fees for this service during the current Board's tenure.)

The average annual gross revenue from providing the infectious waste collection service for the years 2018 through 2020, within this franchise, is approximately \$250,000. Attachment 1 illustrates the annual gross revenue earned from 2014 through 2020. The increase in earnings is a result of the growth of business. The fees for collection did not change during this time.

The 1989 Legislature, in ORS 459.386-400, required local governments to regulate the collection and disposal of infectious wastes. Infectious wastes include biological and medical wastes such as: blood and blood products, cultures, sharps (needles, lancets, scalpels, tubing) and pathological wastes including biopsy materials and all body tissues. Customers for this collection service include, but are not limited to: hospitals, medical and veterinary clinics, assisted living facilities and dentists.

County Code (10.03.260 A.3) allows a solid waste collection franchise holder to subcontract with another person to provide service, or a particular type of service, within a service area after obtaining approval of the Board. The Code defines a subcontract as a written contract for the performance of all or a portion of Franchised Collection Service. This requires a recommendation from the Solid Waste Commission.

Each of the other solid waste collection franchisees have Board-approved subcontracts for the collection of infectious waste. Subcontracts with Stericycle, Inc., (<https://www.stericycle.com/en-us>) were approved by the Board in 2013.

In 2011 Waste Management of Oregon, Inc. (WM) notified the County of the termination of their Board approved subcontract with BioMed of Oregon, and on or about October 1, 2011, WM assumed the infectious solid waste collection responsibilities within their franchise areas. Because WM was providing collection service within their Board approved franchise areas, no further Board action was required.

This May, WM verbally notified the County they would seek to enter into a subcontract with Trilogy Medwaste in the future. On July 6, 2021 staff was notified by Ron Adams, National Sales Director of Trilogy Medwaste based in Houston, Texas that Trilogy was seeking Board approval allowing Trilogy to provide infectious waste collection (regulated medical waste) within WM's franchised areas within Clackamas County. Subsequently, WM developed the necessary materials which staff presented to the Solid Waste Commission and now the Board of Commissioners.

Waste Management of Oregon, Inc. is a franchisee in good standing. Brief research by staff reveals Trilogy Medwaste provides infectious waste collection services nationwide.

Trilogy has hired WM's district manager for infectious waste collections, Jeff Norton, who has served in that capacity since 2011. County staff has found Mr. Norton to be responsive and cooperative throughout his tenure working with the County. Mr. Adams also worked with the County when he was with Stericycle, Inc. the infectious waste subcontractor for several other franchisees.

Staff is confident WM and Trilogy will continue to ensure customers requiring infectious waste collection in WM's franchised areas receive safe and efficient service.

RECOMMENDATION

In alignment with the Solid Waste Commission recommendation, staff respectfully recommends the Board of County Commissioners approve the subcontract for infectious waste collection in the franchises held by Waste Management of Oregon, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Winterhalter". The signature is fluid and cursive, with a large initial "R" and a long, sweeping underline.

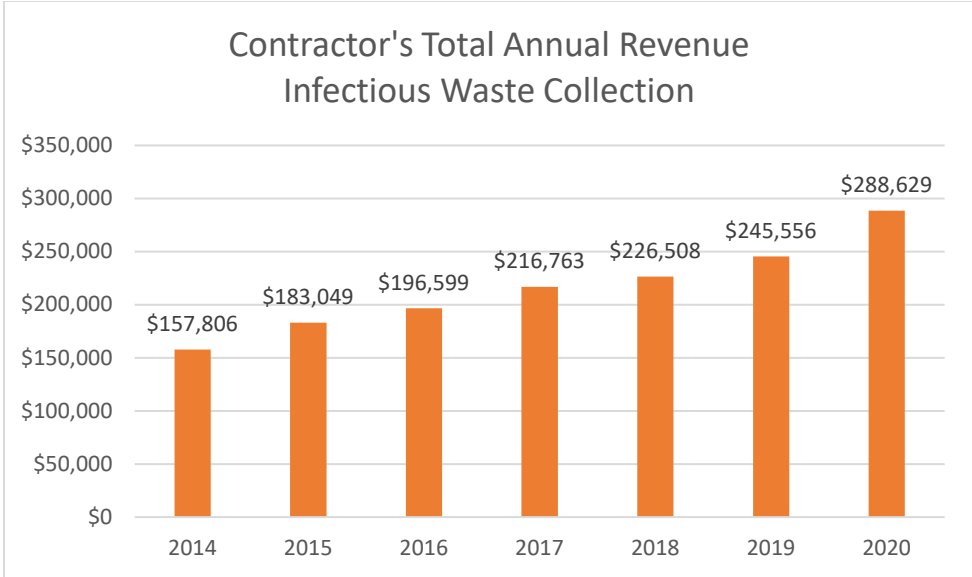
Rick Winterhalter, Sustainability Analyst, Sr.

Attachment

1. Revenue Graph
2. Fee Schedule
3. Subcontract/Signature page

Attachment 1

The increase in earnings is a result of the growth of business within the franchise. The fees for collection did not change during this time.



Attachment 2

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

This fee structure decreases the per unit price as the number of units increases per stop. It is intended to minimize frequent one box stops.

If there is only 1-20 gallon tub to collect at a stop the customer will be invoiced \$81.45 for the stop.

If the customer has 90-20 gallon tubs (typically a hospital) to collect the cost will be \$12.80 per tub. The customer will be invoiced \$1,152 for the stop.

**SUBCONTRACT AGREEMENT FOR
REGULATED MEDICAL WASTE SERVICE
FOR WASTE MANAGEMENT IN CLACKAMAS COUNTY, OREGON**

This Subcontract Agreement for Regulated Medical Waste Services (“Agreement”) is made and entered into by and between Waste Management of Oregon, Inc. (“Contractor”) and Trilogy Medwaste West, LLC (“TRILOGY”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the Effective Date as defined below in **Section 4**.

RECITALS

WHEREAS Contractor is a Collection Service Franchisee as defined in Clackamas County Code 10.03.030 to provide collection service for solid waste, within the Franchised Area (as defined below), including without limitation, Regulated Medical Waste (as defined below)

WHEREAS the Contractor may subcontract with another party to provide Regulated Medical Waste collection services after obtaining approval from the Board of County Commissioners for Clackamas County in accordance with Clackamas County Code 10.03.260A.3;

WHEREAS TRILOGY is in the business of providing Regulated Medical Waste services, including Regulated Medical Waste collection, storage, transportation and disposal, and has the necessary expertise, equipment, and resources to provide such services in the State of Oregon; and

WHEREAS the Parties hereto desire to enter into a subcontract whereby Trilogy will have the exclusive right and duty to collect Regulated Medical Waste within the Solid Waste Franchise Area, upon the terms set forth below and in compliance with the terms of the Solid Waste Franchise.

TERMS AND CONDITIONS

NOW, THEREFORE, Contractor and TRILOGY, for the consideration hereinafter named, agree as follows:

1. Definitions.

1.1. “Regulated Medical Waste” or “RMW” means “Infectious Waste” as defined in ORS 459.386, OAR 333-056-0020 and Clackamas County Code 10.03.030.32 , including any amendments thereto, but specifically excluding “Excluded Waste”, unless the Parties subsequently agree in writing to include any materials that would otherwise be Excluded Waste within the definition of Regulated Medical Waste for purposes of this Agreement. Except as otherwise excluded from the definition of Infectious Waste under Oregon law, examples of “Regulated Medical Waste” included in this Agreement include, without limitation: sharps, gauze and bandages that have been in contact with bodily fluids, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment and anatomical parts that emanate from surgeries, autopsies and obstetrical and laboratory procedures.

1.2. “Excluded Waste” means: (a) any waste or other material not falling within the definition of Medical Waste, including complete human remains; (b) radioactive waste; (c) any hazardous waste, as defined or regulated under applicable Law; (d) containers that are

damaged, leaking or could cause harm or exposure to employees, the general public or others; (e) waste that has been incorrectly identified, labeled and/or segregated; (f) any waste or device containing mercury including amalgam, vacuum pumps and other medical devices; (g) pharmaceutical waste (except what is accepted by TRILOGY under its pharmaceutical disposal program, if any); (8) boxes that exceed approved TRILOGY and DOT standards; or (h) any other waste that cannot be collected, transported or treated by TRILOGY in accordance with any and all applicable Laws.

1.3. "Franchised Area" means (a) the entire territory included within the Contractor's current service area under the Clackamas County Solid Waste Franchise Authority, and (b) such additional area as may thereafter become included with the Contractor's service area from time to time due to annexation, incorporation, or other means but only from and after the time as TRILOGY is able to provide collection services in such additional area.

1.4. "Gross Receipts" means all gross receipts (including cash and cash equivalents) for the period from all Franchised Area RMW revenue sources, before any adjustments.

1.5. "Law" means any law, rule, regulation, ordinance, requirement, guideline, action, order, permit, license, approval, authorization, consent or entitlement enacted or issued by a governmental authority.

2. Medical Waste Services to be Performed. TRILOGY shall provide collection, management, transportation, disposal, and treatment services for all Regulated Medical Waste within the Franchised Area (the "Services"), including but not limited to Regulated Medical Waste from hospitals, medical clinics, dental offices, outpatient and inpatient care facilities, nursing homes, and veterinary clinics (collectively, the "RMW Accounts"). **Exhibit A** attached hereto lists all current RMW Accounts known to Contractor within the Franchise Area. If Contractor becomes aware of any other RMW Accounts not listed on Exhibit A or receives any requests for new RMW Accounts in the Franchised Area, Contractor shall promptly notify TRILOGY and TRILOGY shall make arrangements with the customer to provide Services.

3. Rejection of Excluded Waste. Title to and liability for Excluded Waste shall remain with customer at all times. TRILOGY shall have the right to inspect, analyze or test any waste collected from customer. If customer's waste is Excluded Waste, TRILOGY can, at its option, reject the Excluded Waste and return it to customer or require customer to remove and dispose of the Excluded Waste at Customer's expense.

4. Effective Date; Term. This Agreement shall commence as of and from the date both Parties have executed and dated this Agreement (the "Effective Date") and shall continue for a term that shall run concurrently with the term of Contractor's Franchise, unless this Agreement is terminated prior to the expiration or termination of the Franchise, pursuant to **Section 5** below (the "Term").

5. Termination. This Agreement shall automatically and immediately terminate without any further action by either Party in the event that the Franchise expires or is terminated for any reason. In addition, either Party shall have the right to terminate this Agreement by giving the other Party at least One Hundred Twenty (120) days' advance written notice.

6. TRILOGY Representations, Warranties and Covenants. TRILOGY hereby represents, warrants and covenants that it will:

(a) provide the Services and manage the RMW in a safe, professional and workmanlike manner in accordance with industry standards and in full compliance with all applicable Laws;

(b) obtain documents, shipping papers, or manifests from RMW Accounts as required for the lawful transfer of the special or hazardous waste under all applicable Laws (including, without limitation, 49 CFR § 172.302);

(c) use treatment, storage and disposal (“TSD”) facilities approved by the Contractor for the Regulated Medical Waste that have been issued all permits, licenses, Franchised Area or approvals required by applicable Laws necessary to allow the TSD facility to accept, treat and/or dispose of the RMW;

(d) provide all supervision, labor, materials, tools, vehicles and other items for the performance of the Services; and

(e) obtain and maintain all necessary permits and licenses under applicable Law required for performance of the Services.

7. Customer Service; Compensation for Services. TRILOGY shall be solely responsible for all customer service to the RMW Accounts, including without limitation, customer complaints, set up of new accounts, service questions, billing charges and collecting payment from RMW Accounts for the Services. Such charges shall be in compliance with the Franchise and with current approved rates established by Clackamas County. A copy of such rates as of the Effective Date is attached hereto as **Exhibit B**, and any amendments to those rates after the Effective Date shall be added to **Exhibit B**.

8. Subcontract Fee. As consideration for the right to provide the Services hereunder, on or before the fifteenth (15th) day of the first month of each quarter, TRILOGY shall pay Contractor a subcontract fee equal to Five Percent (5%) of the Gross Receipts collected by TRILOGY from RMW Accounts during the previous quarter (“Subcontract Fee”). TRILOGY shall submit an accounting with each Subcontract Fee paid to Contractor, and remit such Subcontract Fee in full. TRILOGY shall promptly provide all backup documentation for such Subcontract Fee upon reasonable request of Contractor. Any disputes between Contractor and TRILOGY regarding the calculation of the Subcontract Fee shall be negotiated in good faith between the Parties.

9. Franchise Fees. In addition to the Subcontract Fee in **Section 8** above, TRILOGY shall pay to Contractor an amount equal to the Franchise fee required by Clackamas County under Contractor's franchise that is attributable to the RMW Services performed by TRILOGY hereunder. TRILOGY will deliver to Contractor on or before the Fifteenth (15th) day of each Quarter a report showing the RMW collection services actually performed and the calculation of the franchise fee attributable thereto for the preceding quarter along with TRILOGY's payment of such Franchise fee. TRILOGY shall promptly provide all backup documentation for such Subcontract Fee upon reasonable request of Contractor. Contractor shall be solely responsible to remit all Franchise fees and/or any taxes payable to Clackamas County for solid waste collection services provided under the Franchise, including any that are or may be applicable to the Services provided by TRILOGY under this Agreement. Any disputes between Contractor and TRILOGY regarding the calculation of the Franchise fee payable by TRILOGY shall be negotiated in good faith between the Parties. Contractor shall indemnify and hold TRILOGY harmless from any and all claims against

TRILOGY resulting from the failure of Contractor to remit to Clackamas County all or any portion of the Franchise fee actually paid to Contractor by TRILOGY.

10. Insurance. TRILOGY shall maintain throughout the term of this Agreement the following types of insurance coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater:

Coverage	Limits
Commercial General Liability (bodily injury & property damage)	\$2,000,000 per occurrence \$3,000,000 annual aggregate
Automobile Liability	\$2,000,000 combined single limit per occurrence
Employer's Liability	\$1,000,000 per occurrence
Workers' Compensation	Statutory Limit
Pollution Liability	\$6 million annual aggregate

TRILOGY shall name Contractor and Clackamas County as primary additional insured parties under the liability insurance policies. Upon request, TRILOGY shall provide to Contractor and/or Clackamas County a certificate evidencing such insurance. Such coverage and policies shall not be canceled or revoked without providing Contractor thirty (30) days advance written notice.

11. Indemnification. TRILOGY agrees to indemnify, defend and hold harmless Contractor, its shareholders, officers, directors, employees, contractors and agents (collectively, the "Indemnitees") from and against any and all damages, costs or liability (including reasonable attorneys' fees) which the Indemnitees may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of Law, to the extent related to or arising out of TRILOGY 's performance of the Services, caused by TRILOGY's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of TRILOGY or its employees, including, without limitation, damages, costs or liability related to or arising out of (1) the collection or transportation of the RMW by TRILOGY or (2) the disposal of the RMW, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Contractor. Such indemnity shall exclude damages to the extent they arise as a result of the negligence or willful or reckless misconduct of Contractor or Clackamas County. This Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Reporting; Record Keeping; and Inspection. TRILOGY shall at all times under this Agreement, maintain records of (a) the amount (by volume) of RMW received, processed, and disposed of under this Agreement, (b) names, addresses and service specifications of RMW Accounts, and (c) revenue billed to and collected from RMW Accounts, and shall submit a summary of all such information to Contractor on or before the fifteenth (15th) day of each quarter for RMW Services provided during the previous quarter. TRILOGY shall submit to the Contractor an annual detailed cost report and any other reports requested by the County according to the schedule set by the County. TRILOGY shall provide other non-proprietary data which may be requested by Contractor regarding the RMW handled by TRILOGY under this Agreement and which is reasonably necessary to assist Contractor in complying with its reporting requirements under the Franchise. Contractor shall have access to and the right to examine TRILOGY's books and records reasonably relevant to the RMW services performed by TRILOGY under this Agreement.

13. Communications with Clackamas County; Cooperation. Except as otherwise agreed to by the Parties, the Contractor shall be responsible for all communications with Clackamas County regarding the Services under this Agreement. Contractor shall cooperate with and assist

TRILOGY in submitting to Clackamas County and seeking approval of all reasonable, substantiated requests for increases in the approved rates for the Services provided by TRILOGY hereunder (but in no event shall Contractor be obligated to submit increases to Clackamas County more frequently than one (1) time per calendar year) and for all reasonable requests to modify the nature and scope of Services provided hereunder.

14. Relationship of the Parties. TRILOGY and its employees, agents, representatives or subcontractors are not and shall not be considered the agents, employees or servants of Contractor under this Agreement or otherwise. TRILOGY shall perform the Services as an independent contractor and employ agents and/or employees under the exclusive management and control of TRILOGY, and shall at all times have the exclusive control over the performance of the Services. Nothing in this Agreement shall be construed to give WM any right or duty to supervise or control TRILOGY, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which TRILOGY shall perform its obligations under the Agreement. TRILOGY shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, retirement benefits, life insurance, pensions, annuities and similar benefits, which may now or hereafter be imposed by law or collective bargaining agreements with respect to persons employed or contracted with by TRILOGY for performance of Services under this Agreement.

15. Uncontrollable Circumstances. TRILOGY shall not be in default of this Agreement for its failure to perform or delay in performance caused by circumstances reasonably beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government related to and materially and adversely affecting the Services or Trilogy's ability to perform them in a timely manner ("Force Majeure"). If TRILOGY claims Force Majeure, it shall promptly notify the Contractor when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated.

16. Notice of Default and Right to Cure. The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. If either Party is in default of this Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice of such breach from any other Party, the non-breaching Party may, at its option, immediately terminate this Agreement at the end of the 30-day cure period. In the event of a default, the defaulting Party agrees to pay all damages suffered by the other party caused by said default, except under no circumstances shall the Parties be liable for consequential, indirect, punitive or special damages for any alleged default under this Agreement.

17. Notice. Any notice required or permitted hereunder shall be in writing and sent via personal delivery, certified or registered mail (return receipt requested) or by facsimile transmission) and sent to the address shown below:

If to Trilogy: Trilogy Medwaste, LLC
8554 Katy Freeway Suite 200
Houston, TX 77024
Attention: Ron Adams
Fax: _____
e-Mail: Radams@trilogymedwaste.com

If to Contractor: Waste Management of Oregon
7227 NE 55th
Portland, OR 97218
Attention: Adam Winston
Fax: _____
e-Mail: awinston@wm.com

18. Successors and Assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that Contractor may assign this Agreement to any Contractor affiliate without TRILOGY's consent. If Clackamas County is required to consent to the assignment of this Agreement, the Parties shall work cooperatively obtain such consents. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

19. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

20. Survival of Claims. Termination of this Agreement shall not relieve either Party of any claims against it that arise under this Agreement before the Agreement is terminated.

21. Legal Fees. In the event any legal action is taken by either Party against the other Party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing Party.

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Oregon.

23. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

24. Headings. The Headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

25. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

26. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature by any Party received via .pdf file or facsimile shall be treated as an original.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

**WASTE MANAGEMENT OF
OREGON, INC.**

TRILOGY MEDWASTE WEST, LLC

By: Jason Rose
Name: Jason Rose
Title: Area Vice President
Date: 6/28/21

By: Bill Avery
Name: Bill Avery
Title: Corporate VP of Sales
Date: 6-25-2021

Clackamas County Board of Commissioners
Approval of a Subcontract to Provide
Infectious Waste Collection

This subcontract comes before the Board on _____.
“After having reviewed all materials and considering the
recommendations of staff, the Solid Waste Commission, and
anyone else submitting comments or information, the Board
hereby approves the attached subcontract to provide infectious
waste collection in the franchises held by Waste Management of
Oregon, Inc.”

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Purchase with McLoughlin & Eardley Group, Inc. dba Sirennet.com for purchase products to outfit Sheriff's Office Vehicles

Purpose/Outcome	Approval of product purchases for Sheriff's Office vehicles
Dollar Amount and Fiscal Impact	Not to exceed \$320,000
Funding Source	General Fund – Sheriff's Office
Duration	For purchases through June 6, 2022
Previous Board Action/Review	None
Strategic Plan Alignment	Furthers the County's focus to keeping our residents safe, healthy and secure
Counsel Review	9-29-2021; ARN
Procurement Review	1. Was this item processed through Procurement? YES 2. If no, provide a brief explanation:
Contact Person	Mike Palmer, CCSO 503.785.5099
Contract No.	4698

BACKGROUND:

McLoughlin & Eardley Group, Inc. dba Sirennet.com has been providing emergency response vehicle equipment products for the Sheriff's Office vehicles for many years. The \$320,000 equipment purchase is to outfit Sheriff's Office vehicles for fiscal year 2021/22 including nineteen (19) new patrol vehicles, one (1) investigative vehicle, a transport van for the jail and response vehicle for the dive team.

PROCUREMENT PROCESS:

This is a purchase under the City of Beaverton Contract # 3324-18 with McLoughlin & Eardley Group, Inc. dba Sirennet.com for Emergency Lighting and Related Equipment for Sheriff Fleet Vehicles. This purchase is authorized under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. A notice of intent to purchase from this cooperative was issued on September 22, 2021. No comments or objections were received.

RECOMMENDATION:

Staff respectfully recommends the Board approve this purchase and authorizes the Procurement staff to issue a Purchase Order on behalf of the Sheriff's Office.

Respectfully submitted,

Jenna Morrison
Chief Deputy

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

In the Matter of Approving
Issuance of Purchase Order for
Purchase of Emergency
Equipment



Board Order No. _____

Page 1 of 2

Whereas, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all contracts and any amendments or renewals of the same;

Whereas, Oregon Revised Statutes (“ORS”) chapter 279A.200-220 and Local Contract Review Board Rule C-046-0400 permit Clackamas County to purchase goods or services using a cooperative procurement;

Whereas, the City of Beaverton established a cooperative contract with McLoughlin & Eardley Group, Inc. for the purchase of emergency lighting and related equipment;

Whereas, the Clackamas County Sheriff’s Office desires to purchase emergency lighting and related equipment for (19) new patrol vehicles and one (1) investigative vehicle through the City of Beaverton contract, for a total contract price of \$320,000.00;

Whereas, the Clackamas County Department of Finance requests authority to utilize the City of Beaverton contract to purchase the aforementioned equipment by issuance of a purchase order (“PO”);

Whereas, a PO is issued directly through the Department of Finance’s management software with no signature required or available;

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

1. The requested use of the City of Beaverton contract to purchase the aforementioned equipment in the amount of \$320,000 is hereby approved;
2. The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the aforementioned equipment using the City of Beaverton contract.

[Signatures to Follow]

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

In the Matter of Approving
Issuance of Purchase Order for
Purchase of Emergency
Equipment



Board Order No. _____

Page 2 of 2

DATED this ____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Draft

Approval of Previous Business Meeting
Minutes:
September 23 2021

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

<https://www.clackamas.us/meetings/bcc/business>

Thursday, September 23, 2021 – 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Sonya Fischer

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates** <https://www.clackamas.us/meetings/bcc/business>

*****COVID-19 Updates** <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

I. PREVIOUSLY APPROVED LAND USE ISSUE <https://www.clackamas.us/meetings/bcc/business>

1. Adoption of Previously Approved Comprehensive Plan and Zoning and Development Ordinance Amendments ZDO-280 – Minor and Time Sensitive Comprehensive Plan and Zoning and Development Ordinance Amendments (Nate Boderman, County Counsel)

Commissioner Shull: I move we read the ordinance by title only

Commissioner Savas: Second

Clerk called the Poll

Commissioner Fischer: Aye

Commissioner Shull: Aye.

Commissioner Schrader: Aye

Commissioner Savas: Aye

Chair Smith: Aye.–the motion carries 5-0

Commissioner Savas: I move we adopt ZDO-280, Minor and Time Sensitive Comprehensive Plan and Zoning and Development Ordinance Amendments, as previously approved at the August 18, 2021 land use hearing

Commissioner Shull: Second

Clerk called the Poll

Commissioner Schrader: Aye

Commissioner Shull: Aye.

Commissioner Fischer: Aye

Commissioner Savas: Aye

Chair Smith: Aye.–the motion carries 5-0

II. PRESENTATION <https://www.clackamas.us/meetings/bcc/business>

1. September – Suicide Prevention Awareness Month (Galli Murray, H3S)

III. BOARD DISCUSSION ITEMS <https://www.clackamas.us/meetings/bcc/business>

1. Draft Resolution In the Matter of Addressing the Inadequate Workforce that Delivers Health, Safety, and Emergency Services.

~Board Discussion~

Commissioner Shull: I move to adopt with Commissioner Savas's changes.
Chair Smith: Second

~Board Discussion~

Commissioner Savas: I move to table this issue.
Commissioner Fischer: Second

~Board Discussion~

Commissioner Savas: I move to table this issue again.
Commissioner Fischer: Second

~Board Discussion~

Commissioner Savas, Commissioner Fischer, Commissioner Schrader called for a vote

Clerk called the Poll
Commissioner Schrader: Aye
Commissioner Savas: Aye
Commissioner Shull: No.
Commissioner Fischer: Aye
Chair Smith: No.–the motion carries 3-2

IV. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval of Intra-Agency Agreement with Clackamas Health Centers Division for School Based Health Centers (SBHC) operating funds maximum agreement value is \$180,000. No County General Funds are involved. – Public Health
2. Approval of Inter-Agency Agreement with Clackamas County Health Centers Division for School Based Health Centers (SBHC) - Building Mental Health Services Capacity Maximum Agreement Value is \$185,000. No County General Funds are involved. – Public Health
3. Approval of a HOME Loan Amendment #1 with Green Line Affordable Development Limited Partnership for the Fuller Station Affordable Housing in Happy Valley, Oregon. Total Contract Amount \$950,000. No County General Funds are involved. – Community Development
4. Approval of H3S Community Development Division HUD Grant Agreements for signature \$3,485,810 total HUD Funds. No County General Funds are involved. – Community Development
5. Approval of an Intergovernmental Agreement (IGA) with Oregon Health Authority Covid-19 Vaccination Operations Maximum Contract Value to \$1,200,000 funded through OHA. No County General Funds are involved. – Public Health

B. Transportation & Development

1. Approval to Apply and Letter of Support for a Federal Land Access Program Grant to Provide a Pavement Overlay on Barlow Trail Road. Grant value is \$4,994,254 with matching funds of \$565,892 from Road Fund. No County General Funds are involved.
2. Approval of 2019-2021 HB 2001 and HB 2003 Planning Assistance Grant Agreement with Department of Land Conservation and Development: DLCD Grant Number: HA 23-160. No matching funds required.

C. Elected Officials

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

D. Public and Government Affairs

1. Approval of a Board Order Renewing the Cable Television Franchise Agreement for use of the County Rights-of-Way by Beaver Creek Cooperative Telephone Company through September 23, 2031. This agreement provides Franchise Fee revenue totaling 5% of the Gross Revenues for the cable operator. No County General Funds are involved.

E. Resolution Services

4. Approval of an Intergovernmental Agreement with the Oregon Department of Human Services for Adoption and Guardianship Mediation services. Total agreement value is \$300,000 through July 31, 2024 funded through Oregon Department of Human Services
2. ~~*Approval of an annual Revenue distribution to Clackamas County Resolution Services from the State of Oregon via the Oregon Judicial Department for Family Law Mediation and Conciliation services in Clackamas County. Total funding is \$506,395 funded through Oregon Judicial Department. No County General Funds are involved.~~

F. Disaster Management

1. Certification of Designation of Agent Resolution for FEMA Hazard Mitigation Grant Program – 5327. Total cost is \$85,000 with a 25% Local Match at \$21,250. Monthly Service Fees are \$630. 25% funded through County General Funds budgeted in Disaster Management.
2. Approval to Apply for FEMA 2021 Building Resilient Infrastructure for Communities (BRIC) Grant Funds to Sponsor Portland General Electric (PGE) Hwy 26 Electric Utility Project – Stage 1. Estimated total project cost is between \$400 and \$600 million. Grant will seek \$50 million a year for three (3) years, to cover 75% of federal grant share. PGE will cover 25% local match fund. No County General Funds are involved.
3. Approval of Memorandum of Agreement between Clackamas County and the Molalla United Methodist Church for Emergency/Disaster Related Use of the Church. This MOA has no monetary value.

G. Finance

1. Approval of Purchase of Annual Software Support Service from Oracle America, Inc. for PeopleSoft Software. Annual cost is \$506,304.10 funded through Technology Services, which receives County General Funds.
2. ~~**Approval of a Clackamas County Supplemental Budget Resolution for FY21-22. The effect is an increase in appropriations of \$7,995,368. (This item will be a Public Hearing on 9/30)~~

H. Business and Community Services

1. Approval of Local Grant Agreement Amendment #5 between Clackamas County and Micro Enterprise Services of Oregon (MESO) for MESO to Provide a Small Grants Program on Behalf of Clackamas County in Support of the Local Business Community Impacted by the COVID-19 Pandemic. \$2,467,500 through CARES

Act and \$51,600 through State Lottery dollars. No County General Funds are involved.

Read Consent Agenda

Commissioner Shull: I move for approval of the consent agenda

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Savas: Aye

Commissioner Fischer: Aye

Commissioner Schrader: Aye

Chair Smith: Aye.–the motion carries 5-0

Recess as the Board of County Commissioners and convene as Water Environment Services

V. WATER ENVIRONMENT SERVICES <https://www.clackamas.us/meetings/bcc/business>

1. Approval of a Joint Funding Agreement between Water Environment Services and the US Geological Survey for Johnson Creek Water Quality and Flow Monitoring. Valued at \$10,000 from WES Surface Water Operating Fund. No County General Funds are involved.
2. Approval of a Joint Funding Agreement between Water Environment Services and the US Geological Survey for Tualatin River Water Quality and Flow Monitoring. Valued at \$5,800 from WES Surface Water Operating Fund. No County General Funds are involved.

Read Consent Agenda

Commissioner Shull: I move for approval of the consent agenda

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye

Commissioner Savas: Aye

Commissioner Fischer: Aye

Commissioner Shull: Aye.

Chair Smith: Aye.–the motion carries 5-0

Adjourn as Water Environment Services and reconvene as the Board of County Commissioners

VI. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Opened Public Communication

General Public Comment in Person:

1. Paul Edgar – Oregon City
~Board Discussion~
2. Jo Haverkamp – Oregon City
3. Christine Kennedy – Lake Oswego
4. Yvonne Lazarus – Milwaukie
5. Rick Coufal - Beavercreek
6. Lynn Wunische – Sandy
7. Leila Blackly – Sandy

8. Les Poole - Gladstone

General Public Comment Zoom:

1. Angela Nyland – Boring
2. Michelle Bombet Minch – West Linn
3. Kathryn Peterson – Oregon City (appeared last)
4. Cris Waller – Jennings Lodge
5. Michael Weber – Jennings Lodge
6. Brainard Brauer – Oregon City
7. Minerva Bluford – Oregon City
8. Bill Wehr - Damascus
9. Tim Smith – Wilsonville

Closed Public Communication

VII. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

NB skipped in the interest of time

VIII. COMMISSIONERS COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

No comments, TS adjourned the meeting

Adjourned 12:34 PM

BCC Meeting September 23, 2021

In response to the Policy Session Held on September 21st

Commissioner Paul Savas' comment stating Vaccine mandates are temporary: In case, Mr. Savas, you are not aware...vaccines and especially gene therapy shots are never temporary and stay in our bodies for life. This so-called mandate **IS** intrusive to our civil liberties for our whole lives. They are not temporary.

A very mi-nute percentage of people who are determined to undermine anything Mark Shull does or says should not represent what most of his and your constituents believe to be true and honest.

People wonder how is it that we didn't do something. We didn't run away, we didn't hide. Well, things didn't happen at once. Things happened very slowly. So each time a new law came out or a new restriction we said "well, just another thing. It will blow over."

I've talked to my sister in-law numerous times regarding what we are living in right now. She believes, as do I, this statement holds true to what is happening to us. I can say this because both of her parents escaped concentration camps. Not that they were only Holocaust Survivors but they both were in concentration camps and both lost most of their family. What is described above, in part, of what Commissioner Shull posted is as true today as it was then.

You are all aware that the Biden Administration along with our tyrannical governor is mandating more and more and some of you actually believe it is for the good of your health.

Most of your constituents can easily identify the value in the parallel. It's troubling that you fail to value and perceive the relevance in this current climate. And instead resort to political correct manipulations as is so vogue in our liberal so called leadership.

Leila Blakely, Sandy