

# AGENDA

**Thursday, January 16, 2020 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2020-03

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. HOUSING AUTHORITY CONSENT AGENDA**

1. Approval of Personal Services Contract with Carleton Hart Architecture (CHA) for Architecture and Engineering Services at 18000 Webster Rd, Gladstone - *HACC*

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

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

1. Approval of a Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental Budget (Greater Than Ten Percent and Budget Reduction) for Fiscal year 2019-2020 (Haley Fish, Finance)

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

**A. Health, Housing & Human Services**

1. Approval of Agreement No. 18627 with Ride Connection, Inc. to Provide Funding for Rides Provided by Volunteer Drivers under the Vets Drive Vets Program – *Social Services*
2. Approval of a Revenue Contract Amendment for Professional Services with Oregon State University for Strengthening Families Program – *Children, Family and Community Connections*

**B. Department of Transportation & Development**

1. Approval of contract with the Oregon Department of Transportation – Transportation Safety Division for the purposes of ODOT-TSD – Safe Communities Grant Renewal
2. Approval of Intergovernmental Agreement between Clackamas County and the City of Canby for Traffic Signal Maintenance and Transportation Engineering Services

**C. Finance Department**

1. Approval of a Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental Budget (Less Than Ten Percent) and Transfers for Fiscal Year 2019-2020

**D. Elected Officials**

1. Approval of the Clackamas County Investment Policy – *County Treasurer*

**E. Disaster Management**

1. Approval of Memorandum of Agreement between Clackamas County and the Colton School District for emergency/disaster related use of Colton Schools

**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>**

January 16, 2020

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Personal Services Contract with Carleton Hart Architecture (CHA) for  
Architecture and Engineering Services at 18000 Webster Rd, Gladstone

<b>Purpose/Outcomes</b>	Approve Amendment #1 between Housing Authority of Clackamas County and Carleton Hart Architecture for Architecture and Engineering Services at 18000 Webster Rd
<b>Dollar Amount and Fiscal Impact</b>	Contract Amendment #1 authorizes \$954,329 in architecture and engineering services
<b>Funding Source(s)</b>	Metro Affordable Housing Bonds and Low Income Housing Tax Credits (LIHTC)
<b>Duration</b>	Upon signature through December 31, 2021
<b>Previous Board Action</b>	On June 6 <sup>th</sup> , 2019 the Board approved an Intergovernmental Government Agreement with the Housing Authority of Clackamas County and Metro to acquire the site at 18000 Webster Rd in Gladstone
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Efficient &amp; effective services</li> <li>2. Ensure safe, healthy and secure communities</li> </ol>
<b>Counsel Review</b>	Andrew Naylor, 12/12/2019
<b>Contract No.</b>	9604
<b>Contact Person</b>	Jill Smith, HACC Executive Director (503) 742-5336

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute a Contract Amendment No. 1 between HACC and Carleton Hart Architecture (CHA) to provide Architecture and Engineering Services at 18000 Webster Rd in Gladstone.

CHA was the successful awardee of a competitive Request for Participation (RFP) process initiated by HACC on January 23, 2019. The RFP was advertised in the Daily Journal of Commerce (DJC) and on HACC's website. Submissions were scored by a selection committee based on established evaluation criteria that gave points to each respondent based on experience and expertise. CHA met all the criteria of this RFP and a phased service contract with expected amendments was contemplated in the RFP and in their fee structure to HACC.

18000 Webster Road is a 2.2 acre site with an existing 27,000 square foot single-story building, originally constructed as a nursing home. The building was most recently used as a residential behavioral health services facility before closing in 2017. The Housing Authority identified this land for development capacity and the opportunity it presents for the construction of affordable housing and the opportunity to provide site-based rental assistance and options for permanent supportive housing. In an effort to advance this opportunity without delay and to take action towards unit development during the time of a housing crisis, HACC was approved to use Metro

Affordable Housing Bond (MAHB) proceeds to acquire the Gladstone property under Metro's Pilot Project program for MAHB use.

The redevelopment of 18000 Webster Road will make significant improvements to the existing site with a comprehensive remodel of the building interior to include 48 residential units, redevelopment of the sites commercial kitchen, extensive improvements to the sites landscaping and building façade while implementing systems to drastically reduce utility costs for future tenants and building operations. These units will be a mix of single-room occupancy (SRO) and Studio apartments, providing permanent supportive housing for seniors age 55 and up who make less than 30% of area median income (AMI). The building will also provide space for third party supportive services to ensure that tenants of this building will have direct access to health and wellness opportunities and a robust connection to outside services in the greater Gladstone community.

Project partners for 18000 Webster Rd include: Metro, Oregon Housing & Community Services Permanent Supportive Housing Pilot, Clackamas County Public Health, Housing Authority of Clackamas County, and Health, Housing and Human Services (H3S).

Contract Amendment #1 has been reviewed and signed by Clackamas County Counsel.

**RECOMMENDATION:**

Staff recommends the HACC Board approve the execution of the Contract Amendment No. 1. Additionally, staff recommends the HACC Board authorize Richard Swift, Director of Health, Housing and Human Services, to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,



Richard Swift, H3S deputy FOR

Richard Swift, Director  
Health, Housing and Human Services



**AMENDMENT #1**

**TO THE CONTRACT DOCUMENTS WITH CARLETON HART ARCHITECTURE FOR  
ARCHITECTURAL AND ENGINEERING SERVICES AT THE 18000 WEBSTER ROAD  
PROJECT IN GLADSTONE**

This Amendment #1 is entered into between **Carleton Hart Architecture** (“Contractor”) and the Housing Authority of Clackamas County (the “HACC”) and it shall become part of the Personal Services Contract entered into between the parties on August 13<sup>th</sup>, 2019 (“Contract”).

The Purpose of the Amendment #1 is to make the following changes to the Contract:

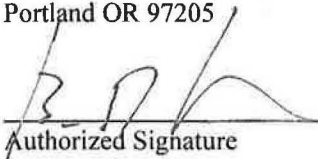
1. Article I, Section 1 **Effective Date and Duration** is hereby amended as follows:  
The Contract termination date, as previously amended, is hereby changed from December 31, 2019 to **December 31, 2021**, to complete the additional Scope of Work.
2. Article I, Section 2 **Scope of Work** is hereby amended as follows:  
The additional Scope of Work is outlined in **Exhibit I**, attached and hereby incorporated by reference.
3. Article I, Section 3 **Consideration** is hereby amended as follows:  
Compensation for the additional Scope of Work is authorized for **\$954,329.00**. Fees will be billed and paid by percent complete on a monthly basis as outlined in the Fee Matrix and Billing Rate attachment to Exhibit I. The total Contract Compensation shall not exceed \$1,104,029

Original contract:	\$ 149,700.00
<b>Amendment #1</b>	<b>\$ 954,329.00 + Time Extension through 12/31/2021</b>
<b>Total Amended Contract</b>	<b>\$1,104,029.00</b>

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Carleton Hart Architecture  
830 SW 10<sup>th</sup> Avenue, Ste. 200  
Portland OR 97205

  
Authorized Signature \_\_\_\_\_ 11/22/2019 \_\_\_\_\_  
Date

Brian Carleton, President  
Name Printed/Title

0818576-9  
Oregon Business Registry Number

Approved as to Form

  
County Counsel \_\_\_\_\_ 12/12/2019 \_\_\_\_\_  
Date

**Signing on Behalf of the Housing Authority Board**

\_\_\_\_\_  
Rich Swift  
Director  
Department of Health, Housing & Human Services

\_\_\_\_\_  
Date

**Housing Authority of Clackamas County Board**

- Commissioner Jim Bernard, Chair
- Commissioner Sonya Fischer
- Commissioner Ken Humberston
- Commissioner Paul Savas
- Commissioner Martha Schrader
- Resident Commissioner Paul Reynolds



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**

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

January 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2019-2020

Purpose/Outcome	Supplemental budget change FY 2019-2020
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$32,436,097
Funding Source	Prior year revenue, fund balance, state operating grants, charge for services, miscellaneous revenue, other financing sources and interfund transfer
Duration	July 1, 2019-June 30, 2020
Previous Board Action/Review	Budget Adopted June 27, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Haley Fish, 503-742-5425

**BACKGROUND:**

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

The General Fund - Not Allocated to Organizational Unit is recognizing fund balance and increasing special payments for GO Bonds and increasing contingency.

The General Fund – Not Allocated to Organizational Unit is recognizing an interfund transfer from the Justice Court and increasing contingency.

The General Fund - Not Allocated to Organizational Unit is adjusting both revenue and expense interfund transfers with the Juvenile Fund to better align with actual operating support needed for the Juvenile Fund.

The General Fund - Not Allocated to Organizational Unit - is reducing its support to Clackamas Debt Service Fund due to higher than anticipated fund balance therein increasing contingency.

The General Fund - Not Allocated to Organizational Unit is recognizing an interfund transfer from the Local Improvement District Construction Fund and appropriating it in contingency.

The General Fund – Public Government and Affairs program is recognizing fund balance and contract revenue and budgeting for professional services contract work.

The County School Fund is recognizing US Forest Reserve and interest revenues and budgeting for payments to local governments.

The Law Library is recognizing lower than anticipated fund balance and additional miscellaneous revenue and budgeting for book purchases.

The Library Services Fund is recognizing additional fund balance and budgeting for program costs and increasing reserves.

The Parks Fund is recognizing additional fund balance and appropriating an increase in contingency.

The Community Corrections Fund is recognizing additional fund balance and budgeting to better align programs costs with actuals and appropriating in contingency.

The Justice Court Fund is recognizing additional fund balance and budgeting for an interfund transfer to the General Fund.

The Transportation System Development Charge Fund is recognizing fund balance and budgeting for program cost, an interfund transfer to the Road Fund and increasing reserves.

The Health, Housing and Human Services Administration Fund is recognizing fund balance and interfund transfers from Behavioral Health Fund, Children, Family and Community Connections Fund and the Sheriff Fund and budgeting to reduce interfund transfer support to the Juvenile Fund and a budgeting a transfer to the Community Development Fund and increasing contingency.

The Children, Families and Community Connection Fund is recognizing fund balance and various additional contract agreement revenues and budgeting for special payments and adjusting program expenses. This fund is also making an interfund transfer to Health, Housing and Human Services Administration Fund.

The Dog Services Fund is recognizing additional fund balance and increasing reserves.

The Forest Management Fund recognizing higher than anticipated fund balance and additional Major Timber Sale proceeds and budgeting program costs and increasing reserves and contingency.

The Juvenile Fund is recognizing additional fund balance and budgeting an interfund transfer of its total fund balance to the General Fund. This fund is also reducing 7.0 vacant FTE and operational expenses, and budgeting an interfund transfer from the General Fund for operational support.

The Local Improvement District Construction Fund is recognizing lower than anticipated fund balance and reducing its budget accordingly.

The Telecommunication Services Fund is recognizing additional fund balance and increasing capital for the close circuit TV storage and camera replacement scheduled.

The Technology Services Fund is recognizing additional fund balance from carryover projects and budgeting for completion of those projects and anticipated increase costs for temporary employees.

The effect of this Resolution is an increase in appropriations of \$32,436,097 including revenues as detailed below

Fund Balance	\$ 24,390,913.
Federal Operating Grants	1,278,303.
State Operating Grants	100,555.
Local Government and Other Agencies	272,650.
Charge for Services	130,482.
Miscellaneous Revenue	145,141.
Other Financing Sources	179,360.
Interfund Transfer	<u>5,938,693.</u>
Total Recommended	<u>\$ 32,436,097.</u>

**RECOMMENDATION:**

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

Sincerely,

Haley Fish  
Deputy Finance Director

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for items  
Greater Than 10 Percent of the Total  
Qualifying Expenditures and Making  
to Appropriations for Fiscal 2019-20



Resolution Order No. \_\_\_\_\_

*Page 1 of 2*

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

WHEREAS, a supplemental budget for the period of July 1, 2019 through June 30, 2020, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on January 16, 2020.

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated to Organizational Unit
- . General Fund – Public Government and Affairs
- . County School Fund
- . Law Library Fund
- . Library Services Fund
- . Parks Fund
- . Community Corrections Fund
- . Justice Court Fund
- . Transportation System Development Charge Fund
- . Health, Housing and Human Services Administration Fund
- . Children, Families and Community Connections Fund
- . Dog Services Fund
- . Forest Management Fund
- . Juvenile Fund
- . Local Improvement District Construction Fund
- . Telecommunication Services Fund
- . Technology Services Fund;

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for items  
Greater Than 10 Percent of the Total  
Qualifying Expenditures and Making  
to Appropriations for Fiscal 2019-20



Resolution Order No. \_\_\_\_\_

*Page 2 of 2*

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2019 through June 30, 2020.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

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

**DATED** this 16th day of January 2020

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**January 16, 2020**

Recommended items by revenue source:

Fund Balance	\$	24,390,913
Federal Operating Grants		1,278,303
State Operating Grants		100,555
Local Government and Other Agencies		272,650
Charge for Services		130,482
Miscellaneous Revenue		145,141
Other Financing Sources		179,360
Interfund Transfer		5,938,693
Total Recommended	\$	<u><u>32,436,097</u></u>

**GENERAL FUND - NOT ALLOCATED to ORGANIZATIONAL UNIT and PUBLIC AND GOVERNMENT AFFAIRS**

Revenues:

Fund Balance	\$	11,307,211
Charge for Services		30,492
Miscellaneous Revenue		43,645
Interfund Transfer		4,482,155
Total Revenue	\$	<u><u>15,863,503</u></u>

Expenses:

Public Government and Affairs	\$	234,121
Not Allocated to Organizational Unit		
Interfund Transfer		1,039,799
Special Payments		8,092,075
Contingency		6,497,508
Total Expenditures	\$	<u><u>15,863,503</u></u>

General Fund - Not Allocated to Organizational Unit is recognizing fund balance and increasing special payments for GO Bonds and increasing contingency.

General Fund – Not Allocated to Organizational Unit is recognizing an interfund transfer from the Justice Court and increasing contingency.

General Fund - Not Allocated to Organizational Unit is adjusting both revenue and expnese interfund transfers with the Juvenile Fund to better align with actual operating supported needed for the Juvenile Fund.

General Fund - Not Allocated to Organizational Unit - is reducing its support to Clackamas Debt Service Fund due to higher than anticipated fund balance therein increasing contingency.

General Fund - Not Allocated to Organizational Unit is recognizing an interfund transfer from the Local Improvement District Construction Fund and appropriating it in contingency.

General Fund – Public Government and Affairs program is recognizing fund balance and contract revenue and budgeting for professional services contract work.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**January 16, 2020**

**COUNTY SCHOOL FUND**

Revenues:	
Federal Operating Grants	\$ 440,000
Miscellaneous Revenue	5,000
Total Revenue	<u>\$ 445,000</u>
Expenses:	
Not Allocated to Organizational Unit	
Special Payments	\$ 445,000
Total Expenditures	<u>\$ 445,000</u>

County School Fund is recognizing US Forest Reserve and interest revenues and budgeting for payments to local governments.

**LAW LIBRARY**

Revenues:	
Fund Balance	\$ (16,749)
Miscellaneous Revenue	96,496
Total Revenue	<u>\$ 79,747</u>
Expenses:	
Public Safety and Protection	\$ 79,474
Total Expenditures	<u>\$ 79,474</u>

Law Library is recognizing lower than anticipated fund balance and additional miscellaneous revenue and budgeting for book purchases.

**LIBRARY SERVICES FUND**

Revenues:	
Fund Balance	\$ 817,916
Total Revenue	<u>\$ 817,916</u>
Expenses:	
Cultural, Education and Recreation	\$ 472,041
Not Allocated to Organizational Unit	
Reserve	345,875
Total Expenditures	<u>\$ 817,916</u>

Library Services Fund is recognizing additional fund balance and budgeting for program costs and increasing reserves.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**January 16, 2020**

**PARKS FUND**

Revenues:	
Fund Balance	\$ 333,712
Total Revenue	<u>\$ 333,712</u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ 333,712
Total Expenditures	<u>\$ 333,712</u>

Parks Fund is recognizing additional fund balance and appropriating an increase in contingency.

**COMMUNITY CORRECTIONS FUND**

Revenues:	
Fund Balance	\$ 786,673
Total Revenue	<u>\$ 786,673</u>
Expenses:	
Public Safety and Protection	\$ 321,097
Not Allocated to Organizational Unit	
Contingency	465,576
Total Expenditures	<u>\$ 786,673</u>

Community Corrections Fund is recognizing additional fund balance and budgeting to better align programs costs with actuals and appropriating in contingency.

**JUSTICE COURT FUND**

Revenues:	
Fund Balance	\$ 958,991
Total Revenue	<u>\$ 958,991</u>
Expenses:	
Not Allocated to Organizational Unit	
Interfund Transfer	\$ 958,991
Total Expenditures	<u>\$ 958,991</u>

Justice Court Fund is recognizing additional fund balance and budgeting for an interfund transfer to the General Fund.

**TRANSPORTATION SYSTEM DEVELOPMENT CHARGE FUND**

Revenues:	
Fund Balance	\$ 1,453,984
Total Revenue	<u>\$ 1,453,984</u>
Expenses:	
Public Ways and Facilities	\$ 100,000
Not Allocated to Organizational Unit	
Reserve	1,353,984
Total Expenditures	<u>\$ 1,453,984</u>

Transportation System Development Charge Fund is recognizing fund balance and budgeting for program cost, an interfund transfer to the Road Fund and increasing reserves.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**January 16, 2020**

**HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND**

Revenues:	
Fund Balance	\$ 1,024,141
Interfund Transfer	281,000
Total Revenue	<u>\$ 1,305,141</u>
Expenses:	
Health and Human Services	\$ 26,650
Not Allocated to Organizational Unit	
Contingency	1,278,491
Total Expenditures	<u>\$ 1,305,141</u>

Health, Housing and Human Services Administration Fund is recognizing fund balance and interfund transfers from Behavioral Health Fund, Children, Family and Community Connections Fund and the Sheriff Fund and budgeting to reduce interfund transfer support to the Juvenile Fund and a budgeting a transfer to the Community Development Fund and increasing contingency.

**CHILDREN, FAMILIES AND COMMUNITY CONNECTION FUND**

Revenues:	
Fund Balance	\$ 792,586
Federal Operating Grants	838,303
State Operating Grants	155,000
Local Government and Other Agencies	272,650
Charge for Services	99,990
Interfund Transfer	33,000
Total Revenue	<u>\$ 2,191,529</u>
Expenses:	
Health and Human Services	\$ (6,093)
Not Allocated to Organizational Unit	
Interfund Transfer	151,000
Special Payments	2,046,622
Total Expenditures	<u>\$ 2,191,529</u>

Children and Families Community Connection Fund is recognizing fund balance and various additional contract agreement revenues and budgeting for special payments and adjusting program expenses. This fund is also making an interfund transfer to Health, Housing and Human Services Administration Fund.

**DOG SERVICES FUND**

Revenues:	
Fund Balance	\$ 333,381
Total Revenue	<u>\$ 333,381</u>
Expenses:	
Not Allocated to Organizational Unit	
Reserve	333,381
Total Expenditures	<u>\$ 333,381</u>

Dog Services Fund is recognizing additional fund balance and increasing reserves.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**January 16, 2020**

**FOREST MANAGEMENT FUND**

Revenues:	
Fund Balance	\$ 296,668
Other Financing Sources	179,360
Total Revenue	<u>\$ 476,028</u>
Expenses:	
Culture, Education and Recreation	\$ 46,160
Not Allocated to Organizational Unit	
Reserve	361,457
Contingency	68,411
Total Expenditures	<u>\$ 476,028</u>

Forest Management Fund recognizing higher than anticipated fund balance and additional Major Timber Sale proceeds and budgeting program costs and increasing reserves and contingency.

**JUVENILE FUND**

Revenues:	
Fund Balance	\$ 1,817,184
State Operating Grants	(54,445)
Interfund Transfer	1,142,538
Total Revenue	<u>\$ 2,905,277</u>
Expenses:	
Public Safety and Protection	\$ (590,032)
Not Allocated to Organizational Unit	
Interfund Transfer	3,495,309
Total Expenditures	<u>\$ 2,905,277</u>

Juvenile Fund is recognizing additional fund balance and budgeting an interfund transfer of its total fund balance to the General Fund. This fund is also reducing 7.0 vacant FTE and operational expenses, and budgeting an interfund transfer from the General Fund for operational support.

**LOCAL IMPROVEMENT DISTRICT CONSTRUCTION FUND**

Revenues:	
Fund Balance	\$ (1,574)
Total Revenue	<u>\$ (1,574)</u>
Expenses:	
Not Allocated to Organizational Unit	
Interfund Transfer	\$ (1,574)
Total Expenditures	<u>\$ (1,574)</u>

Local Improvement District Construction Fund is recognizing lower than anticipated fund balance and reducing its budget accordingly.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**January 16, 2020**

**TELECOMMUNICATIONS SERVICES FUND**

Revenues:	
Fund Balance	\$ 828,978
Total Revenue	\$ 828,978
Expenses:	
General Government	\$ 828,978
Total Expenditures	\$ 828,978

Telecommunication Services Fund is recognizing additional fund balance and increasing capital for the close circuit TV storage and camera replacement scheduled.

**TECHNOLOGY SERVICES FUND**

Revenues:	
Fund Balance	\$ 3,657,811
Total Revenue	\$ 3,657,811
Expenses:	
General Government	\$ 3,657,811
Total Expenditures	\$ 3,657,811

Technology Services Fund is recognizing additional fund balance from carryover projects and budgeting for completion of those projects and anticipated increase costs for temporary employees.

January 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Agreement #18627 with  
Ride Connection, Inc. to Provide Funding for Rides Provided by  
Volunteer Drivers under the Vets Drive Vets Program

<b>Purpose/Outcomes</b>	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
<b>Dollar Amount and Fiscal Impact</b>	Agreement Amount \$5,047. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 Grant.
<b>Funding Source</b>	Federal Transit Administration 5310 Grant. No County General Funds are involved
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2020
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	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 addressing needs of older adults in the community.
<b>Counsel Review</b>	County Counsel reviewed and approved the agreement on 12/30/19
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	9561

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of Agreement #18627 with Ride Connection, Inc. This contract provides funding for rides provided throughout the County by volunteer drivers of the Clackamas County Transportation Consortium. This Agreement provides continued funding for the FY19/20 to pay a mileage reimbursement stipend to volunteer drivers of the Vets Driving Vets program for transportation services they provide to Clackamas County seniors and persons with disabilities. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Vets Driving Vets program provide an additional flexible resource to these residents. Someone in need of transportation services who has a friend or neighbor who is willing to meet some of their transportation needs, and both rider and driver are veterans, can register with the Social Services TRP program. After completing a background check and training, the driver can be reimbursed for approved mileage. These volunteer drivers undergo the



same screening and receive the same training as all the other Clackamas County Transportation Consortium volunteer and paid drivers.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY19-20. County Council reviewed and approved this agreement on 12/30/19. No County General Funds are involved.

**RECOMMENDATION:**

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

Respectfully submitted,



, H3S Deputy IFO

Richard Swift, Director  
Health, Housing and Human Services

**SERVICES AGREEMENT #18627  
BETWEEN  
Ride Connection and Clackamas County**

**PARTIES:**

1. Ride Connection, Inc. ("Ride Connection" or "Recipient"), and
2. Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing & Human Services Department, by and through the Social Services Division. ("Subrecipient")

**RECITALS:**

1. In the reauthorization of the Transportation Bill (MAP-21) signed into law on July 6, 2012, federal funding was established for programs that meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.
2. Pursuant to federal requirements, a selection process has been conducted and Subrecipient was selected for a project through this process.
3. Ride Connection and Subrecipient enter into this Subrecipient Agreement (the "Agreement") for the purpose of procuring Subrecipient's services, for which payment in part shall be from Federal Transit Administration, Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310) 5310 Funds.

**AGREEMENTS:**

**1. General**

A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, ("Services") to be performed by Subrecipient during the term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any additional Services to Subrecipient, other than the initial scope of Services attached in Exhibit A.

- (1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Subrecipient shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (a) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (b) OMB Circular 2 CFR 200 (c) FTA Master Agreement, (d) Annual Certifications and Assurances, and (e) FTA C 9070.1G.

- (2) Subrecipient agrees to comply with all Subrecipient monitoring policies, and other requirements that may be established by Ride Connection, including but not limited to Title VI compliance and the Ride Connection Operation Manual for Transportation Managers (<https://rideconnection.org/partner>).
- B. Scope of Services and Changes - Subrecipient agrees that it is under obligation to comply with the foregoing requirements, as amended from time to time. Subrecipient further agrees to execute the funded activities described in Exhibit A, in accordance with the terms of those requirements, as they may be amended during the term of this Agreement. This Agreement is subject to any amendments required as a result of agreement between TriMet and Ride Connection or pass-through obligations affecting Subrecipient's scope of Services, and is hereby amended to incorporate those changes. In the event any change to the Services as requested by Ride Connection results in a material increase or decrease in the Services, then an equitable adjustment in the total compensation owed to Subrecipient by Ride Connection shall be determined by Ride Connection and subsequent payments adjusted accordingly. Similarly, if any change to the Services results in a material change to the project schedule, it shall also be accordingly determined and adjusted by Ride Connection after consultation with Subrecipient.
- C. Schedule - Subrecipient and Ride Connection agree that time is of the essence for all activities comprising the Services under this Agreement.
- D. Audit Right - Subrecipient agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Subrecipient's financial records, management and program systems, and any associated records. Subrecipient shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement. In the event that any audit or review of Subrecipient's records reveals a variance of Five Percent (5%) or more in cost overruns or charges in excess of any agreed upon price, then Ride Connection's costs of audit or review shall be reimbursed immediately by Subrecipient.
- E. Subcontracts - Subrecipient shall not enter into subcontracts for performance of Services under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient agrees that any subcontractor performing services under this Agreement shall comply with the requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier. Any delay or defect in the performance of any part of Subrecipient's Services shall not relieve Subrecipient of its primary obligation under this Agreement to ensure timely and satisfactory performance of all the Services. Any subcontractor delay or defect in performance under this Agreement shall be subject to the indemnification provisions of Section 7. Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Subrecipient acknowledges that if it makes, or causes to be made a false,

fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.

- (1) Subrecipient also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.
- (2) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

F. Drug-Free Workplace Agreement - Subrecipient is required to verify that Subrecipient, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

## **2. Inspection of Records and Services**

- A. Recordkeeping Term - Subrecipient shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government, TriMet or Ride Connection may require. Subrecipient shall permit Ride Connection, TriMet, ODOT or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, Services, materials, payrolls, books, accounts, and other data and records of Subrecipient relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Subrecipient shall provide Ride Connection access to and shall provide a copy of records maintained by Subrecipient under this Agreement.
- B. Annual Self-Audit - Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions. Subrecipient shall, at Subrecipient's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Subrecipient responsible for the financial management of funds received under this Agreement. Subrecipient shall at Subrecipient's expense, submit to Ride Connection, 9955 NE Glisan St,

Portland, OR 97220, a copy of any annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement that is performed due to state law or regulation or conducted as an independent activity. Subrecipient shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement.

- C. Audit Passthrough to Subcontractors - Subrecipient further agrees to include in any third party contract under this Agreement a provision to the effect that the contractor must retain and grant Ride Connection, TriMet, ODOT, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.
- D. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

### **3. Reporting Requirements**

- A. Monthly reports shall be due on the 20<sup>th</sup> day after the end of the preceding month.
- B. Reports shall include complete information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Subrecipient.

### **4. Compensation**

- A. Agreed Price - The maximum funding to be disbursed to Subrecipient under this Agreement is **\$5,047**. Ride Connection shall pay Subrecipient for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from TriMet for Subrecipient's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. No other costs, rates, or fees shall be payable to the Subrecipient. Except as set forth in this Agreement, Subrecipient shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.



- B. Payment Terms - Subrecipient shall submit to Ride Connection monthly invoices and any other documentation requested by Ride Connection for payment at such times as will enable Ride Connection to apply for payment from TriMet in a timely manner. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Subrecipient shall provide, in a form satisfactory to Ride Connection, lien releases, claim waivers, and affidavits of payment from Subrecipient, and its lower-tier subcontractors and suppliers of any tier, for any portion of Subrecipient's Services.
- C. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Subrecipient if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Subrecipient's performance, subject to the dispute resolution process in section 18. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to TriMet or otherwise incur costs from TriMet withholding of funds, hold harmless and indemnify, subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, Ride Connection for an amount equal to the funds required to be repaid or withheld plus any additional costs or expenses incurred by Ride Connection. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.
- D. Subrecipient will use the indirect rate of **0%** to recover costs that are not directly traceable to a particular project/program. This rate applies to all activities referenced in Exhibit A. Indirect cost rate should be applied to Modified Total Direct Costs (MTDC) after subtracting any donations received. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participants support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs.

If the Subrecipient chooses to develop an indirect cost proposal to support a rate higher than the indirect rate in the future, it must be approved. Ride Connection will review the proposal to ensure compliance with Uniform Guidance requirements and negotiate with the Subrecipient if Federal requirements allow for a higher rate.

## **5. Independent Contractor**

Subrecipient is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of Ride Connection as those terms are used in ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or

drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

## **6. Confidential Information**

Subrecipient agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Subrecipient uses in maintaining the confidentiality of its own confidential information, but no less stringent as reasonable care, and shall not, without the disclosing entity's prior written consent, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever, other than the provision of Services hereunder. Subrecipient shall advise Ride Connection immediately if Subrecipient learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section, and Subrecipient shall, at its expense, cooperate with Ride Connection in seeking injunctive or other equitable relief against any such person.

## **7. Indemnification**

- A. Indemnified Conditions - Subject to the Oregon Tort Claims Act and the Oregon Constitution, Subrecipient agrees to fully indemnify, defend, and hold harmless the State of Oregon, TriMet, Ride Connection and their directors, officers, employees and agents (the "Indemnitees") from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the negligent acts or omissions of Subrecipient, its officers, employees or agents under this Agreement, to the fullest extent permitted by law, including but not limited to the following:
- (i) Bodily injury or death to any person;
  - (ii) Property damage to any personal or real property owned by anyone;
  - (iii) Failure to comply with any health and safety, corporate or administrative ordinances, regulations, orders, permits, licenses, and laws;
  - (iv) Infringement of any intellectual property or other third party rights;
  - (v) Discharge or causing the discharge of any hazardous or polluting substance; and
  - (vi) Liens, claims, demands, or suits of whatever nature brought by Subrecipient's laborers, subcontractors, material and equipment providers, or other creditors to enforce a right of any kind made upon or against the Services or the real property where the Services are performed.
- B. Indemnity by Subcontractors - Subrecipient agrees to include in any third party contract under this Agreement a provision to the effect that the subcontractor shall fully indemnify, hold harmless and defend, and hold harmless the State of Oregon, TriMet, Ride Connection and their directors, officers, employees and agents (the "Indemnitees") from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such subcontractor procured pursuant to this Agreement.



- C. Indemnitor Consent - Subrecipient shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, TriMet, or Ride Connection, nor purport to act as legal representative of same, without the prior written consent of the Oregon Attorney General, TriMet, or Ride Connection.
- D. Limitation on Indemnification - Subrecipient's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitors. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Subrecipient pursuant to this Agreement shall operate to amend the Subrecipient's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Subrecipient regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss.

## **8. Workers Compensation**

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2). Subrecipient expressly waives any statutory or common law immunity, in accordance with the Oregon Revised Statutes, Vol. 14, Section 656, Revised Code of Washington, Title 51, as amended, or any other applicable laws or regulations that would otherwise shield an employer from insurance subrogation or other claims.

## **9. Insurance**

- A. While this Agreement is in effect, Subrecipient agrees that it shall maintain in effect the insurance coverage set forth below, as well as to require any subcontractors it uses to agree to comply with the insurance requirements provided below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subrecipient's obligation to require such insurance from its subcontractors.

Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$115,800/\$579,000 property damage and \$1,412,000 total damages per occurrence.

- B. Subrecipient's subcontractors, if any, shall be responsible for payment of all respective premiums and deductibles. Insurance shall be maintained of the types and in the amounts described below, and shall be from carriers acceptable to Ride Connection:

- 1) Commercial General Liability (CGL) Insurance covering bodily injury and property damage with a limit of not less than US\$1,000,000 each occurrence, and aggregate of US\$2,000,000.
- 2) Business Auto Liability Insurance covering bodily injury and property damage with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
- 3) Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.
- 4) Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
- 5) Tail Coverage, if any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 6) The insurance required under this Paragraph shall:
  - a) Include Ride Connection, TriMet, ODOT, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, elected officials, and employees as additional insureds with respect to work or operations connected with the Agreement, and
  - b) The Subrecipient or its insurer must provide 30 days' written notice to Ride Connection before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

## 10. Claims, Notice

- A. Notice Period - Subrecipient shall provide written notice of any claim under this Agreement to Ride Connection within five (5) business days of the circumstances giving rise to the claim or within sufficient time to allow Ride Connection to give notice to TriMet pursuant to the Prime Contract (whichever is sooner).

- B. Notice Content - Any claim by Subrecipient must set forth in detail the entitlement and quantum basis for Subrecipient's claim with supporting data and/or the entitlement basis to Ride Connection.
- C. Requirement to Continue Services - Whether or not Subrecipient has a claim pending with Ride Connection, Subrecipient shall continue performing Services under this Agreement. Any suspension of Services by Subrecipient, without written consent by Ride Connection, may be considered by Ride Connection as a material breach of this Agreement. Ride Connection does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Ride Connection's waiver is unequivocal, explicit, and in writing.

## 11. Termination

- A. Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:
  - 1) Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
  - 2) Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
  - 3) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
  - 4) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
  - 5) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
  - 6) Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
  - 7) Subrecipient may terminate this Agreement, in whole or in part, upon 30 days written notice to Ride Connection
- B. Subrecipient may terminate this Agreement in the event Subrecipient fails to receive expenditure authority sufficient to allow Subrecipient, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that Subrecipient can no longer perform under the Agreement. The termination of this Agreement shall not prejudice any rights or obligations accrued to either party prior to termination.

- C. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

## 12. Compliance with Laws

- A. Federal laws and regulations - In addition to those elsewhere specified, Subrecipient shall comply with any applicable federal, state and local laws, rules and regulations applicable to the project hereunder, including but not limited to the following: all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services. Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (1) Title VI of the Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659a.142; (4) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (5) the Clean Air Act (42 U.S.C. 7401-7671q); (6) the Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (7) Executive Order 11738; (8) Environmental Protection Agency regulations (40 CFR part 15); and (9) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws.
- B. Payment of taxes and business license - Subrecipient shall comply with all federal, state, and local employment and labor laws and regulations in all aspects of its operations, including, but not limited to, all applicable federal, state, or local labor or employment laws including but not limited to laws and regulations regarding hiring, training, assignments, promotions, discipline and/or discharge, including but not limited to the Services Contract Act ("SCA"), for which it is Subrecipient's sole responsibility to determine if the SCA applies to it and the Services. Ride Connection may from time to time at its sole discretion seek and obtain a certification from Subrecipient that it is in compliance with the foregoing, and Subrecipient will provide, upon reasonable request by Ride Connection, such documents and supporting materials to evidence Subrecipient's compliance with this Section.

13. ODOT Conflict of Interest Guidelines - If required applicable by ODOT, Subrecipient and its subcontractors shall comply with the ODOT Conflict of Interest ("COI") Guidelines and COI Disclosure Form. Subrecipient and, to the best of the undersigned's information, knowledge and Subrecipient's Associates (as defined in the COI Guidelines) are in compliance with and have no disclosures required per the COI Guidelines (available at the following Internet address: <http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx>); Subrecipient also confirms that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**15. Term**

This Agreement shall begin on 7/1/2019 and shall remain in effect through 6/30/2020 unless terminated sooner under the provisions of this Agreement.

**16. Communications**

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

Ride Connection:  
Scott Gates  
Ride Connection  
9955 NE Glisan St.  
Portland, OR 97220

Subrecipient:  
Stefanie Reid-Danielson  
Clackamas County  
2051 Kaen Rd, Rm 135  
Oregon City, OR 97045-1819

**17. No Third Party Beneficiary**

Ride Connection and Subrecipient are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**18. Assignment**

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

**19. Governing Law**

This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.

**20. Dispute Resolution**

- A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.



- B. Mediation - In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Mediation Rules published by the Arbitration Service of Portland, Inc. Unless the parties agree otherwise, mediation shall be held in Portland, Oregon. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.

**21. Entire Agreement/Authority**

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

**22. Severability**

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**23. Surviving Provisions**

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Workers Compensation Insurance); 9 (Insurance); 17 (Governing Law); 18 (Dispute Resolution); and 21 (Surviving Provisions).

**24. Prompt Payment**

Subrecipient shall make payment promptly, as due, to all persons supplying to the Subrecipient labor or material for the performance of the work provided for in the contract. At a minimum, Subrecipient shall pay subcontractors no later than thirty (30) days from receipt of payment from Ride Connection. Subrecipient shall not hold retainage from subcontractors.

**25. Agreement Documents**

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

- Exhibit A: Scope of Work
- Exhibit B: Federal Terms and Conditions
- Exhibit C: Funding Information
- Exhibit D: Lobbying Certificate (signature required)
- Exhibit E: Nondiscrimination Certificate
- Exhibit F: Reporting Requirements

**WISHING TO BE LEGALLY BOUND**, the parties have caused this Agreement to be executed below by each party's duly authorized representative:

**RIDE CONNECTION, INC.**

**CLACKAMAS COUNTY**

\_\_\_\_\_  
Signature

Julie Wilcke Pilmer  
Printed Name

Chief Executive Officer  
Title

\_\_\_\_\_  
Date

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing, and Human Services Dept.

**Approved to Form:**

By:  \_\_\_\_\_  
County Counsel

Dated: 12/30/2019





January 16<sup>th</sup>, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Revenue Contract Amendment for Professional Services with  
Oregon State University for Strengthening Families Program**

<b>Purpose/Outcome</b>	Oregon State University is providing funding for Clackamas County to provide professional parent educator curriculum training for parenting educators who plan to use Strengthening Families Program. Strengthening Families program focuses on youth ages 10-14.
<b>Dollar Amount and Fiscal Impact</b>	Amendment to Contract No. 2020-000-488 adds \$9,500 for a contract total of \$54,500 of non-federal funds. No County staff are funded with these funds and no match is required.
<b>Funding Source</b>	Oregon State University, College of Public Health and Human Sciences
<b>Duration</b>	Effective date signed and terminates on June 30, 2020
<b>Previous Board Action/Review</b>	071819-A5
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: December 30, 2019
<b>Contact Person</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	CFCC 9363

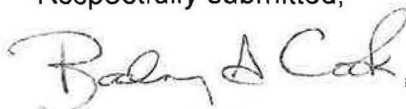
**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Professional Services Revenue Contract Amendment from Oregon State University College of Public Health to provide Strengthening Families Program (SPF) curriculum training. SPF is a nationally and internationally recognized parenting and family skills training program found to significantly improve parenting skills, family relationships, reduce problem behaviors, alcohol and drug abuse and improve social competencies and school performance.

**RECOMMENDATION:**

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

Respectfully submitted,

 H3S deputy / FOR

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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

www.clackamas.us

**OREGON STATE UNIVERSITY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT  
AMENDMENT**

The PERSONAL/PROFESSIONAL SERVICES CONTRACT No. 2020-000 488 by and between **Oregon State University (OSU), College of Public Health and Human Sciences / HDFS / Hallie Ford Center** and **Clackamas County, through it's Health, Housing and Human Services Children, Family and Community Connections Division / Clackamas Parenting Together** for the following services:

- Expenses related to participation in parenting education curriculum trainings and related professional development trainings

Is hereby amended to a sum not to exceed \$54,500 and is being made for the following reason:

- The initial contract (\$45,000) is being increased to \$54,500 to include funds to cover the cost of participation in professional development curriculum trainings required to perform the work detailed in the initial contract.

This amendment is effective upon execution by all the parties.

All other terms and conditions shall remain unchanged.

AGREED:

CONTRACTOR  
Clackamas County / Clackamas Parenting  
Together OPEC Hub

OREGON STATE UNIVERSITY

\_\_\_\_\_  
Richard Swift, Date  
Director of Health, Housing & Human  
Services For Children, Family &  
Community Connections  
150 Beaver creek Road  
Oregon City, OR 97124 Phone:  
541.426.3414

\_\_\_\_\_  
OSU Contracts Officer Date

DEPARTMENT

\_\_\_\_\_  
By: Date



**DAN JOHNSON**  
DIRECTOR

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

January 16, 2020

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of contract with the Oregon Department of Transportation – Transportation Safety Division for the purposes of ODOT-TSD – Safe Communities Grant Renewal**

<b>Purpose/ Outcomes</b>	The funds will be used for educational outreach centered on the adoption of the new Transportation Safety Action Plan that the Board of Commissioners adopted in March 2019. Support will be used to support the build out of a comprehensive marketing and outreach campaign materials with a particular focus on rural South County.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum is \$69,050. Grant match requirement is 20% and will be met with staff time.
<b>Funding Source</b>	Oregon Department of Transportation – Transportation Safety Division
<b>Duration</b>	At time of agreement execution and terminates on September 30, 2020
<b>Previous Board Action</b>	10/21/19 County Administrator authorized the application of funding.
<b>County Counsel Review</b>	County Counsel has reviewed and approved on 01/07/20
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Ensure safe, healthy and secure communities.</li> </ul>
<b>Contact Person</b>	Joseph Marek, Traffic Safety Program Manager –503-742-4705

**BACKGROUND:**

The Department of Transportation and Development requests the authorization to enter into contract with the Oregon Department of Transportation to accept a renewal grant award of \$69,050 to provide educational outreach for the County’s Drive to Zero program which has a mission to eliminate fatal and serious injury crashes by 2035, and has been the recipient of ODOT-TSD funding since program inception in 2005.

This year's focus will expand the South County Drive to Zero project funded by the National Safety Council. Grant will also support overtime for enforcement campaigns that correlate to goals in the Transportation Safety Action Plan (TSAP) such as school zone enforcement in Lake Oswego and Minor Decoy Operations with the Oregon Liquor Control Commission. The following elements integrate into Clackamas County's Transportation and Development Department's Strategic plan:

**SAFE ROADS:**

The public expects a safe transportation system that supports a healthy, thriving community. This is often challenging as historically we have had to cope with limited resources to maintain and operate the County's 1,400 miles of roads and 186 bridges. We will continue to focus our available funds to provide a safe, accessible and smooth-running transportation system.

**COMMUNITY ENGAGEMENT:**

The needs and desires of urban and rural residents of the County sometimes differ. The department needs to continue and expand on our communications and community outreach regarding our services to make sure we are reaching customers across the county. Recent social media campaigns and educational efforts have increased the use of our services and improved our ability to proactively communicate with residents about department projects, and programs.

Additionally, the County's Community Health Improvement Plan seeks to integrate crash prevention as a strategy to saving lives and active transportation as a means toward increased physical activity. The Drive to Zero team has been the catalyst for minor decoy operations with local law enforcement and OLCC. With compliance rates lower than they should be, this work needs to continue for both alcohol and marijuana sales.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve and sign the agreement with Oregon Department of Transportation for the purposes of ODOT-TSD – Safe Communities Grant Renewal.

Respectfully submitted,

Joseph Marek, Traffic Safety Program Manager



**OREGON DEPARTMENT OF TRANSPORTATION**  
**Transportation Safety Division**

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**EXHIBIT A**  
**GRANT PROJECT APPLICATION**

*Project No:* SA-20-25-08

*Project Name:* CLACKAMAS COUNTY SAFE COMMUNITY

Answer each question in the boxes provided. Answer each question completely and according to the instructions in *Italics*. All fields are required.

**I. Project Description**

The Clackamas County Safety Communities Program (CSCP) has continued to grow since formation in 2005 as a result of strong support from ODOT-TSD and other safety agencies. In 2018 we focused on updating the Transportation Safety Action Plan (TSAP) adopted in March 2019. In 2019 we focused the Safe Communities program on building and implementing a comprehensive communications and outreach plan for the TSAP. We obtained a one year grant from the National Safety Council (NSC) to pilot key marketing and low-cost infrastructure improvement projects in a targeted rural area of the County.

This year's request is to expand the pilot program into additional areas of the County and to build off of the first year's pilot project based on lessons learned. The request will also support overtime for enforcement campaigns that correlate to our goals in the TSAP.

**II. Problem Statement**

- A. Describe the problem(s) this project will try to impact:  
*(Describe the problem(s) you intend to impact with this grant.)*

The County's *Drive to Zero* initiative is an inspiring but daunting goal – to eliminate fatal and serious injury crashes by 2035. To be successful, we need active partners throughout the county that will engage in the implementation of various elements and work toward the behavioral change that is necessary. Rural communities present unique challenges that cannot be addressed in the same way as more urbanized areas. While 20% of the County's population lives in communities served by rural roads, 45% of our fatal and serious crashes are on rural roads.

Ultimately, the problem we are trying to impact is the number of fatalities and serious injuries due to traffic crashes in the county.

The following are elements integrated into Clackamas County's Transportation and Development Department's Strategic plan:

**SAFE ROADS:**

The public expects a safe transportation system that supports a healthy, thriving community. This is often challenging as historically we have had to cope with limited resources to maintain and operate the County's 1,400 miles of roads and 180 bridges. We will continue to focus our available funds to provide a safe, accessible and smooth-running transportation system.

**COMMUNITY ENGAGEMENT:**

The needs and desires of urban and rural residents of the County sometimes differ. The department needs to continue and expand on our communications and community outreach regarding our services to make sure we are reaching customers across the county. Recent social media campaigns and educational efforts have increased the use of our services and improved our ability to proactively communicate with residents about department projects, programs and services.

Additionally, the County's Community Health Improvement Plan seeks to integrate crash prevention as a strategy to saving lives and active transportation as a means toward increased physical activity.

The Drive to Zero team has been the catalyst for minor decoy operations with local law enforcement and OLCC as well as investing in local police efforts to target speeding in school zones. p

- B. Provide summary data about the problem(s):  
(Give summary data regarding the problem as it exists in your jurisdiction.)

From 2009 to 2015, 183 people were killed in traffic crashes in Clackamas County. Another 795 people suffered serious, potentially life-altering injuries. All other crashes represented 29,765 people. 45% of reported severe crashes occurred in rural areas, while 20% of the population lives in rural areas. Over the past seven years, reported total crashes (30%), and reported serious injury crashes (25%) have generally increased in the County. This increase has outpaced the county's population growth of 4% over the same time.

The county's top three F&SI crash factors continue to be Roadway Departure, Young Drivers, and Aggressive Driving. While the rankings have changed, these have remained the top three. Other areas of high crash causes include alcohol/drugs, motorcyclists, bicyclists, pedestrians and older drivers.

- C. List current activities and associated agencies already involved in solving the problem(s):  
(Include all related activities and agencies involved. If you have a current project, list the objectives of that project and progress in achieving them.)

This list includes current efforts and efforts completed in recent years. Current efforts/plans are listed first:

- Transportation Safety Action Plan Update (CCTSC/CCDTD/CCSCW)
- Molalla Drive to Zero -Community Engagement – Molalla Communities that Care (DTZ, Molalla/Montana State University/Rural Development Initiatives)
- Safety Booth (DTZ, Lake Oswego Parks & Rec, CCFD#1, Molalla Community that Cares, Milwaukie First Friday, Clackamas County Fair, Milwaukie CARE Free Day)
- Enhanced Enforcement Patrols (Lake Oswego Police Department)
- Drive to Zero updated web site (DTZ, CCPGA)
- Social Media outreach through Facebook, Twitter and Instagram (DTZ, CCPGA)
- Data Gathering and Integration - (CCDTD/CCSO/CCOM/AMR/GIS/Leidos, CCPH)
- Providing public service announcements for safety related matters such as School zones/work zones/speed/distracted (DTZ/CCTSC/Clackamas Town Center, County Cable, NCM – America’s Home Movie Network, Pamplin Newspaper)
- Traffic Calming-moveable radar signs-yard signs (CCDTD, CSCP)
- School Education Programs (DTZ, County Prevention Coalition/Oregon Impact/Vibrant Futures/Molalla – Oregon City – Rex Putman High Schools)
- Driver Education Presentations (DTZ/Driver Education Program/LaSalle, Milwaukie, Clackamas, Putnam, Oregon City and West Linn high schools)
- Child safety seat checks (OI/Safe Kids)
- Constructing traffic safety projects (CCDTD)
- Traffic/Distracted Driving/School Zone enforcement (Lake Oswego Police Departments)
- Traffic Law Education (DTZ/CCFD#1/CCTSC/CCSO/CCSCW)
- Positive Community Norms (DTZ/Montana State University/County Prevention Coalition/Vibrant Future)
- Posters and Coasters Campaign – (DTZ/State Farm Insurance, Clackamas Town Center, CCDTD)
- Assembly presentations at schools on the risks of driving while under the influence (Molalla, Oregon City, Gladstone, Lake Oswego, Clackamas City)

DTZ=Clackamas Drive to Zero Program  
CCTSC=Clackamas County Traffic Safety Commission  
CCDTD=Clackamas County Dept. of Transportation & Development  
CCPHD=Clackamas County Public Health Division  
CCSO=Clackamas County Sheriff’s Office  
CCFD#1=Clackamas County Fire District #1  
CCPGA=Clackamas County Public Government Affairs  
AMR=American Medical Response  
OI=Oregon Impact



### III. Objectives

*(Describe quantifiable products or outcomes that address those problems identified in Section II that should result from the proposed activities. Normally at least three very specific objectives should be given and each should include beginning and ending date.*

**The following are examples:**

*“To increase safety belt usage in (funded jurisdiction) from 85% to 90% by September 30, 2004, with the use rate determined by conducting observed use surveys.”*

*“To reduce nighttime fatal and injury crashes occurring in (funded jurisdiction) by 20% from 60, the average for the 1998-2001 period, to 48 during the 12-month period starting October 1, 2003, and ending September 30, 2004.”*

*“To provide intensive probation supervision to a minimum of 30 additional persons convicted of DUII in (funded jurisdiction) by making at least three face-to-face contacts with each person weekly from October 1, 2003, through September 30, 2004.”*

*“To complete an evaluation by July 1, 2004, to determine if using photo radar will lead to a significant reduction in fatal and injury traffic crashes in that location.”*

	<b>Start Date</b>	<b>End Date</b>	<b>Objective</b>
1.	10/1/2019	9/30/2020	Provide targeted marketing efforts to rural communities in Clackamas County using professional social marketing consultant.
2.	10/1/2019	9/30/2020	Coordinate Drivers Education coalition to determine needs and best approaches to serve rural county residents.
3.	10/1/2019	9/30/2020	Amplify the messaging of key partners on programs such as child passenger protection devices, senior safe driving programs and alcohol and drug prevention programming.
4.	10/1/2019	9/30/2020	Reinforce the TSAP through ongoing educational opportunities such as the Clackamas County Fair, tabling at events, and other activities consistent with the County’s work. Present at 4-10 community events.
5.	10/1/2020	9/30/2020	Make presentations at community events, schools, business meetings, etc. to highlight the TSAP and how county residents can engage with the work.
6.	10/1/2019	9/30/2020	Conduct minor decoy enforcement details with OLCC and local law enforcement for alcohol and/or marijuana along with localized police enforcement targeting behaviors such as distracted driving and speeding.

**IV. Proposed Activities**

**A. Major Activities**

*(List major activities to be carried out to achieve objectives stated in Section III above. List the start and end date for each activity, and include in your description **what** will be done, **who** will do it, and **who** will be affected.)*

	<b>Start Date</b>	<b>End Date</b>	<b>Activity</b>
1a	10/1/2019	12/30/2019	Engage social marketing consultant on project. (Consultant managed by TSOC, targeted populations that see higher proportion of serious crashes such as teens, motorcyclists and seniors).
1b	12/1/2019	4/30/2020	Develop artwork and collateral assets for the campaign. (Consultant)
1c	4/1/2020	9/30/2020	Produce and distribute campaign materials (Coordination TSOC with CCPGA, impacted community is targeted rural area).
2	10/1/2019	12/30/2019	Convene Drivers Education coalition (Coordination by TSOC; Drivers Ed instructors, coordinators and high schools effected).
3	10/1/2019	9/30/2020	Provide social media support for partner activities.
4	10/1/2019	9/30/2020	Community meetings, presentations, fairs and tabling events. (TSOC coordinates, DTZSA assists; targets include rural community residents most effected by crashes)
5	10/1/2019	9/30/2020	Market and present to community organizations, school groups, parent groups, business associations throughout year. Present at 4-10 events.
6	10/1/2019	9/30/2020	Support overtime expenses for up to eight operations with OLCC and local law enforcement. (TSOC coordinates with local support from OLCC, CCSO, and local police; impacted communities are in target area).

TSOC: Transportation Safety Outreach Coordinator

DTZSA: Drive to Zero Safety Ambassadors

**Plans for sharing the project activities with others:**

The project main goal is to reach as many people as we can with transportation safety messages and education. We will use social media, earned media, purchased media, and direct community engagement to achieve these goals. We would be happy to present at ODOT TSD's Safety Conference and are working with National Safety Council and the National Center for Rural Road Safety to conduct a webinar.

- B. Coordination  
*(List the groups and agencies with which you will be cooperating to complete the activities of the project. Explain how you will be working together. In those projects not requiring the involvement of other agencies, a statement justifying the ability of the applicant to carry out the project independently should be included.)*

Is coordination with outside agencies or groups required? If **yes**, check here: **x**

**1) If you checked the box above, please fill in the following. Otherwise skip to item 2) below:**

Name/role of groups and agencies involved:

Oregon Impact, Northwest Family Youth Services, Clackamas Fire #1, Clackamas Sheriff's Office, Canby Police, Molalla Police, OLCC, City of Molalla, AMR, Clackamas Public Health Division, Clackamas Health, Housing and Human Services, Clackamas Emergency Services, Todos Juntos, Ford Family Foundation, and Think First.
---

2) Fill this if you did not check the box above:

Ability to complete the project independently:

--

- C. Continuation

Plans to continue the project activities after funding ceases:

The program receives the majority of funding from Clackamas County – general fund – and would do what is needed to continue if ODOT-TSD funding ceases.
---

**V. Evaluation Plan**

- A. Evaluation Questions  
*(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)*

	<b>Evaluation Question</b>
1.	How many people, and what subsets of the rural population, were targeted with social marketing messages?
2.	How many people engaged with the marketing through analyzing use of social media hashtags, google analytics and received presentations?

3.	Has the County developed a core competency of social marketing that can be used in other campaigns and efforts and to expand Drive to Zero in the future?
4.	How many enforcement operations were completed? What were the sales rates for minor decoy operations? How many citations were issued?

**B. Data Requirements**

1. Data to be collected: The Data Table presented as Exhibit A will be submitted with required quarterly reports.
2. Data System

Describe how the data will be collected, stored, and tabulated:

Our TSOC will maintain records of stories through a log book and map that will showcase where engaged partners are located. Crash data will be pulled from available reports.

**C. Evaluation Design**

Describe how the data will be analyzed:

Reports will be submitted to the Drive To Zero Advisory Committee and county Transportation Safety Commission for evaluation.

**D. Project Evaluation Preparation**

A Project Evaluation Report will be submitted to TSD following the requirements given in the Agreements and Assurances.

**VI. Grant Project Budget Summary**

**A. List of major budget items:**

Graphic design.  
Social Marketing consultant.  
Labor and benefits.

**B. Budget Allotment**

The agency named in this document hereby applies for \$69,050 in Transportation Safety funds to be matched with \$16,745.90 in funds from sources identified by Clackamas County to carry out a traffic safety project described in this document.

**VII. Budget and Cost Sharing**

**(Complete Form 737-1003 Budget and Cost Sharing.** You may attach one page to explain specific requests. If you are applying for a multiple-year grant, you must include a separate budget for each year for which you are requesting funding.)

**VIII. Exhibits**

- A. Exhibit A: Data Table  
(To be developed at a later date.)

- B. Exhibit B: Job Descriptions  
*(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)*
- C. Exhibit C: Contracts or Service Agreements  
*(Provide signed copies of any contracts or other service agreements that are entered into by the grantee as part of this project. These shall be reviewed by TSD to determine whether the work to be accomplished is consistent with the objectives of the project. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in the Agreements and Assurances.)*

**IX. Agreements and Assurances**  
*(READ, sign and attach to the grant project application.)*

**X. Approval Signatures**

I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized.  
**The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded.**

A. Agency Information

Agency Name\*: Clackamas Co. Dept. of  
Transportation Development  
Street Address: 150 Beaver creek Road  
City: Oregon City  
State: OR  
Zip: 97045

B. Project Director

First Name: Joseph Last Name: Marek  
Title: Director of Safe Communities Email: joem@clackamas.us  
Phone: 503-742-4705 Fax: 503-742-4650  
Street Address: 150 Beaver creek Road  
City: Oregon City  
State: OR  
Zip: 97045

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

C. Authorizing Official of Agency Completing Application

First Name:	Mike	Last Name:	Bezner
Title:	Assistant Director of Transportation	Email:	mikebez@clackamas .us
Phone:	503-742-4615	Fax:	503-742-4659
Street Address:	150 Beaver creek Road		
City:	Oregon City		
State:	OR		
Zip:	97045		

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation  
Transportation Safety Division, MS 3  
4040 Fairview Industrial Drive SE  
Salem, OR 97302-1142

Email completed electronic copy to your TSD Program Manager.



**OREGON DEPARTMENT OF TRANSPORTATION**  
**Transportation Safety Division**

**Reports And Claims Due Dates**

**Project No.:** SA-20-25-08

**Project Title:** CLACKAMAS COUNTY SAFE COMMUNITY

**Calendar:** FEDERAL FISCAL YEAR 2020

**Grant Year:** 2020

**Reports/Claims**

**Due Dates**

<b>First Quarter ( October 01 - December 31 )</b>	
Quarterly Reports	Friday, January 10, 2020
Claims for Reimbursement	Wednesday, February 5, 2020
<b>Second Quarter ( January 01 - March 31 )</b>	
Quarterly Reports	Friday, April 10, 2020
Claims for Reimbursement	Tuesday, May 5, 2020
<b>Third Quarter ( April 01 - June 30 )</b>	
Quarterly Reports	Friday, July 10, 2020
Claims for Reimbursement	Wednesday, August 5, 2020
<b>Fourth Quarter ( July 01 - September 30 )</b>	
Quarterly Reports	Saturday, October 10, 2020
Claims for Reimbursement	Thursday, November 5, 2020
<b>Project Evaluation Report ( October 01 - September 30 )</b>	
Evaluation Report Due	Thursday, November 5, 2020
<b>Claims for Reimbursement ( October 01 - September 30 )</b>	
Final Claims	Thursday, November 5, 2020

**Note:** Claim reimbursement for any quarter will not be processed until the quarterly report has been received and signed by the TSD Program Manager.

If you file monthly claims, the last monthly claim for the quarter will not be paid unless the quarterly report has been received and signed by the TSD Program Manager.

The undersigned agree that the information included above has been reviewed and the required due dates and final deadlines are understood.

**Project Director's Name:** Joseph Marek

**Project Director's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EXHIBIT B ODOT GRANT BUDGET AND COST SHARING**

Project No.: SA-20-25-08  
 Project Name: CLACKAMAS COUNTY SAFE COMMUNITY  
 Agency: Clackamas Co. Dept. of Transportation Development

Project Period: 10/01/19 - 09/30/20  
 (From) (To)

(Office Use Only)

Grant Adjustment #: 0  
 Grant Adjust. Effective Date: 11/21/2019  
 Project Yr. (1-2-3, Ongoing): \_\_\_\_\_

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

**1. Personnel Costs\***

A. Staff assigned and estimated hours:	Hours	Rate	Total Cost
Transportation Safety Outreach Coordina	150.00 @ \$	43.58 /hr = \$	6,537.00
Safety Ambassadors	240.00 @ \$	23.16 /hr = \$	5,558.40
Transportation Safety Program Manager	50.00 @ \$	83.01 /hr = \$	4,150.50
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
<b>Staff Subtotal</b>			<b>\$ 16,245.90</b>

B. Overtime	Hours	Rate	Total Cost
Targeted Law Enforcement	70.00 @ \$	65.00 /hr = \$	4,550.00
Actual rates will be reimbursed	0.00 @ \$	- /hr = \$	-
<b>Overtime Subtotal</b>			<b>\$ 4,550.00</b>

C. Volunteer Time	Hours	Rate	Total Cost
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
<b>Volunteer Subtotal</b>			<b>\$ -</b>

**2. Personnel Benefits**

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
	\$ - @	0 =	\$ -
<b>Benefits Subtotal</b>			<b>\$ -</b>

**3. Equipment**

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
	\$ - @	0 =	\$ -
	\$ - @	0 =	\$ -
	\$ - @	0 =	\$ -
<b>Equipment Subtotal</b>			<b>\$ -</b>

**4. Materials/Printing**

A.	Unit Cost	# of Units	Total Cost
Project Specific Printing	\$ 15,000.00 @	1 =	\$ 15,000.00
	\$ - @	0 =	\$ -
	\$ - @	0 =	\$ -
<b>Materials Subtotal</b>			<b>\$ 15,000.00</b>

**5. Overhead/Indirect Costs**

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
	\$ - @	0 =	\$ -
<b>Overhead Subtotal</b>			<b>\$ -</b>

TSD FUNDS	MATCH	TOTAL
\$4,500.00	\$11,745.90	\$16,245.90
\$4,550.00	\$0.00	\$4,550.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$10,000.00	\$5,000.00	\$15,000.00
\$0.00	\$0.00	\$0.00



**EXHIBIT B ODOT GRANT BUDGET AND COST SHARING**

Project Number: CLACKAMAS COUNTY SAFE

**6. Other Project Costs**

A. Travel In-State	Unit Cost	# of Units	Total Cost
_____	\$ - @	0 =	\$ -
<b>B. Travel Out-of-State (specify)***:</b>			
_____	\$ - @	0 =	\$ -
<b>C. Office Expenses (supplies, photocopy, telephone, postage)</b>			
_____	\$ - @	0 =	\$ -
<b>D. Other Costs (specify):</b>			
1.) _____	\$ - @	0 =	\$ -
2.) _____	\$ - @	0 =	\$ -
3.) _____	\$ - @	0 =	\$ -
4.) _____	\$ - @	0 =	\$ -
5.) _____	\$ - @	0 =	\$ -
<b>Other Project Costs Subtotal</b>			<b>\$ -</b>

**7. Consultation/Contractual Services \*\***

A. Design and Communications Svcs.	Unit Cost	# of Units	Total Cost
_____	\$ 50,000.00 @	1 =	\$ 50,000.00
<b>B.</b>	\$ - @	0 =	\$ -
<b>Consultation/Contractual Services Total</b>			<b>\$ 50,000.00</b>

**8. Mini-Grants \*\*\***

	TSD	Match
A. _____	\$ -	\$ -
B. _____	\$ -	\$ -
C. _____	\$ -	\$ -
D. _____	\$ -	\$ -
E. _____	\$ -	\$ -
F. _____	\$ -	\$ -
G. _____	\$ -	\$ -
H. _____	\$ -	\$ -
<b>Mini-Grants Subtotals</b>		<b>\$ -</b>

**TOTAL**

**COST SHARING BREAKDOWN**

1. TSD Funds	\$ 69,050.00	80%
2. Match: State		
3. Match: Local	\$ 16,745.90	20%
4. Match: Other (specify)		
a.) _____		
b.) _____		
c.) _____		
<b>5. TOTAL COSTS</b>	<b>\$ 85,795.90</b>	<b>100%</b>

TSD FUNDS	MATCH	TOTAL
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$50,000.00	\$0.00	\$50,000.00
\$0.00	\$0.00	\$0.00
<b>\$69,050.00</b>	<b>\$16,745.90</b>	<b>\$85,795.90</b>

Budget Comments:

\* Job descriptions for all positions assigned to grant for 500 hours or more must be included in Exhibit B.  
 \*\* TSD approval required prior to expenditures.

**OREGON DEPARTMENT OF TRANSPORTATION**  
Transportation Safety Division Grant Agreement  
(Federal Funded only)

This Transportation Safety Division Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Division hereinafter referred to as ODOT or Agency, and Clackamas Co. Dept. of Transportation Development, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

**Agreement Terms and Conditions**

**1. Effective Date.** This Agreement is effective on the date that it is fully executed and approved as required by applicable law or October 1, 2019, whichever is later (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **October 1, 2019** through and including **September 30, 2020** (the "Grant Period"). No Grant Funds are available for expenditures incurred after the Grant Period.

**2. Agreement Documents.** This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.  
The Agreement Terms and Conditions set forth herein  
Exhibit A Project Description  
Exhibit B ODOT Grant Budget and Cost Sharing  
Exhibit D - INFORMATION REQUIRED BY 2 CFR §  
200.331(a)(1).

All of the Exhibits attached hereto are incorporated herein by this reference.

**3. Grant Award.** In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$69,050** (the "Grant Funds") for eligible costs of the Project.

**4. Project.**

**a. Description.** The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

**b. Project Change Procedures.** Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and

may need approval of the funding agency (identified in **Section 8** of this Agreement) if the end of the grant award year is involved.

**c. Conditions of Project Approval.** **[RESERVED]**.

**5. Grant Funds.**

**a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

**b. Eligible Project Costs.** The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs"). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

**c. Reimbursement.** ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

**d. Conditions Precedent to Reimbursement.** ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

(i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;

(ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and  
(iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

**e. Availability of Federal Funds.** The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA)

and the Federal Highway Administration (FHWA) (each or collectively the "Federal Funding Agency") by statute or administrative action.

**6. Project Reporting and Management.** Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

**a. Project Director Responsibilities.** The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period. The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

**b. Travel.** Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing

Government Services Administration (GSA) travel reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

**c. Development of Print or Production Materials.**

(i) **Agency Rights.** Grantee *shall* provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.). Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements

of the Federal or State Funding Agency, including those set forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

**d. Equipment Purchased with Grant Funds.**

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

**e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.**

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

**7. Final Report.** Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The

report may be no more than ten pages and must include the following elements:

**a. Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

**b. Costs.** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

**c. Implementation.** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

**d. Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

**e. Completed Data Table.** Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

**8. Recovery of Grant Funds.**

**a. Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

**b. Audit.**

**i.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**ii.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**iii.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**9. General Representation and Warranties of**

**Grantee.** Grantee represents and warrants to ODOT as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the

State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

- (i) have been duly authorized by all necessary action of Grantee;
- (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
- (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
- (iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Gratuities.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## **10. Records Maintenance and Retention.**

### **a. Records, Access to Records and Facilities.**

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and

examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

## **11. Sub-agreements.**

**a. Subcontractors.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

**b. Terms of Subcontracts.** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:

- (i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;
- (ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;
- (iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data;

and

(iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

**c. Conditional Terms.** Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
- (iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000; and

(v) Any additional terms required by federal law and set forth in Exhibit C.

**d. Subcontractor Indemnity/Insurance.**

(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively

"Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in **Section 6**.

## 12. Termination

**a. Termination by Agency.** Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

(i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or  
(ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

**c. Termination by Either Party.** If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

### 13. Default.

**a. Grantee Default.** Any of the following constitutes a default by Grantee under this Agreement:

(i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;  
(ii) Grantee fails to cure any performance as provided in Section 12.c;  
(iii) Grantee fails to perform any other obligation required under this Agreement; or  
(iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

### 14. Remedies.

**a. Agency Remedies.** Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

(i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;  
(ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as

provided in **Section 8**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**b. Grantee Remedies.** In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

### 15. General Provisions.

**a. Indemnification and Hold Harmless.** Subject to the conditions and limitations of the Oregon Constitution, if any, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), if applicable, Grantee shall indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee, its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by Grantee from and against any and all Claims. Neither Grantee or any attorney engaged by Grantee may defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee is prohibited from defending State or that Grantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee if the State elects to assume its own defense.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the

State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee – to the name and address |  
listed on page 1 of this Agreement.

|  
Attn: Project Director: As listed |  
on page 1 of this Agreement.

ODOT  
ODOT Contact: Walt McAllister

**g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

**h. Compliance with Law.** Grantee shall comply with all applicable federal (including those set forth in **Exhibit**

**C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

**i. Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

**k. Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**l. Integration and Waiver.** This Agreement, and the attached Exhibits, constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.



The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON acting by and through its  
Department of Transportation**

Signature:

\_\_\_\_\_  
Highway Safety Section-Manager, ODOT-TSD

Date: \_\_\_\_\_

Print Name:

\_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
s/ Sam Zeigler per email dated 7/31/19

Sam Zeigler, Assistant Attorney General

**GRANTEE: Designated Alternate:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title:

\_\_\_\_\_

Date \_\_\_\_\_

**GRANTEE: Authorizing Official:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title:

\_\_\_\_\_

**GRANTEE: Project Director:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title:

\_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT A

[INSERT PROJECT SUMMARY REPORT AND NEGOTIATED GRANT PROJECT APPLICATION]

**EXHIBIT B  
BUDGET AND COST SHARING**

**[Insert or attach budget from negotiated Project Application]**

**EXHIBIT C**  
**SUMMARY OF FEDERAL REQUIREMENTS**  
**ANNUAL FFY CERTIFICATIONS AND ASSURANCES**  
**FOR HIGHWAY SAFETY GRANTS**  
**(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)**

***Additional Required Federal Terms and Conditions for Grants funded with Federal Funds***

**General Applicability and Compliance.** Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Miscellaneous Federal Provisions.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

**4. Other Environmental Standards.** Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**6. Audits.**

**a.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**b.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**c.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**7. Federal Intellectual Property Rights Notice.** The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

**a.** The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

**b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**8. Uniform Guidance and Administrative Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

**b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

**9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

**10. Nondiscrimination.** Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100)).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:  
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—  
**a.** To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;  
**b.** Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

- discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;
- d.** That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e.** To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**11. Buy America Act.** All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**12. Prohibition on Using Grant Funds to Check for Helmet Use.** The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**13. Political Activity (Hatch Act).** The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**14. Certification Regarding Federal Lobbying.**

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

**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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, 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 sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

**15. Restriction on State Lobbying.** None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**16. Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

**a.** By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**b.** The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

**c.** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

**d.** The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**e.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

**f.** The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**g.** The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**h.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

**i.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**j.** Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

**1.** The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

**a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

**b.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of record, making false statements, or receiving stolen property;

**c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

**d.** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**2.** Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Certification

**1.** By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**2.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**3.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**4.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

**5.** The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

**6.** The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all



solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**7.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

**8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**9.** Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:*

**1.** The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

**2.** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**EXHIBIT D**  
**INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)\***

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Clackamas Co. Dept. of Transportation Development
2. Subrecipient unique entity identifier (e.g. DUNS number): 00-930-9324
3. Federal Award Identification Number (FAIN): 69A37519300004020OR0
4. Federal Award Date: 10/01/2019
5. Sub-award Period of Performance Start and End Date: From 10/01/2019 to 09/30/2020
6. Total Amount of Federal Funds Obligated by this Agreement: \$69,050
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$69,050
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$69,050
9. Federal award project description: The Clackamas County Safety Communities Program (CSCP) has continued to grow since formation in 2005 as a result of strong support from ODOT-TSD and other safety agencies. Oversight is provided by the Advisory Board with quarterly meetings and the Work Group who meet monthly. In 2018 we focused on updating Transportation Safety Action Plan (TSAP) we anticipate being adopted by the Board of County Commissioners in fall 2018. This year's work of the Safe Communities program will build and implement a comprehend
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: NHTSA
  - (b) Name of pass-through entity: ODOT Transportation Safety Division
  - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
11. Assistance Listing (CFDA) Number and Name: 20.600  
Amount: \$69,050
12. Is Award Research and Development?  Yes  No
13. Indirect cost rate for the Federal award: \_\_\_\_\_%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Agency .

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

**Vendor or Sub-Recipient Determination**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

X  Grantee is a subrecipient      \_\_\_ Grantee is a vendor      \_\_\_ Not Applicable



**DAN JOHNSON**  
DIRECTOR

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

January 16, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement between  
Clackamas County and the City of Canby for  
Traffic Signal Maintenance and Transportation Engineering Services**

<b>Purpose/Outcomes</b>	Clackamas County is seeking approval to allow Department of Transportation and Development (DTD) staff to cooperatively provide transportation engineering and signal maintenance services to support traffic signals and to manage the City of Canby's intelligent transportation system.
<b>Dollar Amount and Fiscal Impact</b>	Revenue – Approximately \$3,000 annual reimbursement for staff time per traffic signal.
<b>Funding Source</b>	N/A
<b>Duration</b>	Indefinite or upon 60 days' notice by either party
<b>County Counsel Review</b>	Reviewed and approved on 01/07/2020
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build a strong infrastructure</li> <li>• Ensure safe, healthy and secure communities</li> <li>• Grow vibrant economy</li> </ul>
<b>Contact Person</b>	Bikram Raghubansh, Senior Traffic Engineer 503-742-4706

The City of Canby is requesting a formal agreement with Clackamas County to provide transportation engineering and traffic signal maintenance services to support traffic signal timing, and to manage the City's traffic signals, flashing beacons, and intelligent transportation system. This agreement will allow Clackamas County to provide annual routine maintenance support to the City owned traffic signal(s) along with transportation engineering support. With the current staff billing rate, County expects to be reimbursed by the City for time and material costs for this work; approximately \$3,000 annually per traffic signal.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement with the City of Canby for the maintenance of traffic signal related assets and transportation engineering services.

Respectfully submitted,

Bikram Raghubansh, Senior Traffic Engineer

**RESOLUTION NO. 1328**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF CANBY FOR TRAFFIC SIGNAL MAINTENANCE AND TRANSPORTATION ENGINEERING SERVICES**

**WHEREAS**, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

**WHEREAS**, the City needs professional transportation engineering and signal maintenance staff to assist with design review, oversight, and maintenance of the City's new and existing traffic signal(s), intelligent transportation system ("ITS"), and roadway beacons; and

**WHEREAS**, the County has particular expertise in this area and is able and willing to provide traffic engineering review oversight support, signal timing, and perform signal maintenance for the City on the terms and conditions provided below; and

**WHEREAS**, the Intergovernmental Agreement (IGA) sets forth the responsibilities of the County for traffic signal maintenance on the City's signals, ITS devices, and roadway beacons at the locations listed in Attachment A of the IGA; and

**WHEREAS**, the City and County believe it is in the public interest to enter into an IGA to set forth the circumstances under which the City may request the County to provide traffic engineering and traffic signal maintenance support on City roads and streets lying within the boundaries of the City; and

**WHEREAS**, the County estimates the total annual cost of the work associated with the work described herein will be approximately \$3,000 per traffic signal; and

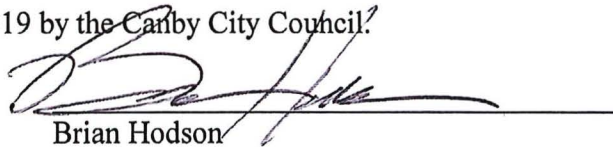
**WHEREAS**, the City would like to engage the County to perform the work associated with the Project and the County is willing to perform the work.

**NOW THEREFORE, BE IT RESOLVED** by the City of Canby City Council, as follows:

- (1) The City agrees to enter into agreement with Clackamas County in pursuant to ORS 190.010 for purposes of the terms and conditions as outlined in the **INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF CANBY FOR TRAFFIC SIGNAL MAINTENANCE AND TRANSPORTATION ENGINEERING SERVICES**, Exhibit "A".

This resolution will take effect on November 6<sup>th</sup>, 2019.

ADOPTED this 6<sup>th</sup> day of November, 2019 by the Canby City Council.



Brian Hodson  
Mayor

ATTEST:

  
Melissa Bisset, CMC  
City Recorder

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY  
AND THE CITY OF CANBY  
FOR TRAFFIC SIGNAL MAINTENANCE AND  
TRANSPORTATION ENGINEERING SERVICES**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“COUNTY”), a corporate body politic, and the City of Canby (“CITY”), a corporate body politic, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

**RECITALS**

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the City needs professional transportation engineering and signal maintenance staff to assist with design review, oversight, and maintenance of the City’s new and existing traffic signal(s), intelligent transportation system (“ITS”), and roadway beacons;

WHEREAS, the County has particular expertise in this area and is able and willing to provide traffic engineering review oversight support, signal timing, and perform signal maintenance for the City on the terms and conditions provided below;

WHEREAS, this Agreement sets forth the responsibilities of the County for traffic signal maintenance on the City’s signals, ITS devices, and roadway beacons at the locations listed in Attachment A;

WHEREAS, this Agreement sets forth the responsibilities of the City to compensate the County for the work contemplated herein;

WHEREAS, the City and County believe it is in the public interest to enter into this Agreement to set forth the circumstances under which the City may request the County to provide traffic engineering and traffic signal maintenance support on City roads and streets lying within the boundaries of the City;

WHEREAS, the County estimates the total annual cost of the work associated with the work described herein will be approximately \$3,000 per traffic signal; and

WHEREAS, the City would like to engage the County to perform the work associated with the Project and the County is willing to perform the work;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective on the last date signed by the Parties below and shall continue thereafter in perpetuity unless terminated earlier by either party consistent with Section 5.
2. **County Obligations.**
  - A. The County shall provide all necessary labor and equipment to perform traffic signal consulting, inspection, configuration, testing, routine and preventive maintenance and repairs on both a regular scheduled and an on-call basis on those facilities identified in Attachment A. Work shall be performed to International Municipal Signal Association (IMSA), Manual on Uniform Traffic Control Devices (MUTCD) with Oregon Supplement

and Institute of Transportation Engineers (ITE) industry standards, as well as the State of Oregon guidelines and specifications.

- B. If spare materials and replacement parts are unavailable from City inventory, County shall provide spare materials and replacement parts as necessary to repair a signal that is deemed by the City to create a dangerous condition.
- C. The County shall assist City with developing a recommended inventory list of spare materials and replacement parts to store/maintain on a regular basis.
- D. The County shall provide engineering review and construction inspection services as requested by City Engineer or designee for new equipment installations not yet identified in Attachment A. New equipment which the Parties agree should be subject to the terms of this Agreement may be added to Attachment A by written amendment to this Agreement, signed by the City's operations supervisor for the Public Works Department, and the County's Director of the Department of Transportation and Development.
- E. The County shall assign an Oregon State-licensed Professional Civil Engineer (with expertise in Traffic Signal Operation) to assist the City as requested with traffic signal design review, alterations or additions to the traffic signal system, intelligent transportation systems (ITS), roadway flashing beacons, signal timing, review of development proposals with traffic impacts, and other traffic engineering matters. The County's Oregon State-licensed Professional Civil Engineer shall work in close coordination with the City's Public Works Engineering staff for design review oversight on the City's traffic signal, ITS, and roadway beacon projects.
- F. The County shall utilize IMSA Certified Technicians/Electricians when performing traffic signal maintenance, repairs, inspection, configuration, setup, or testing of the City's signal system. Certification level shall be commensurate with the task performed in accordance with IMSA specifications. Technicians/Electricians should be certified in temporary traffic control per IMSA guidelines.
- G. The County shall provide regular scheduled annual testing and maintenance of traffic signal components required for a fully functional traffic signal system, which includes all items shown in Attachment B.
- H. The County shall provide short term temporary traffic control measures as required by the most current Oregon Temporary Traffic Control Handbook and/or state adopted Manual on Uniform Traffic Control Devices ("MUTCD") during routine maintenance activities.
- I. The County shall provide responsive 24-hour on-call service that includes weekends and holidays.
  - i. The County shall respond to any calls involving an emergency, defined below, within four (4) hours, and shall respond to routine calls within forty-eight (48) hours.  
Emergencies are:
    - 1. controller failures;
    - 2. dark signals;
      - a. In the event of a "dark signal," the County will verify with the Utility Service Provider (Canby Utility) before responding to ensure the outage is not due to a power outage, and the County will only be obligated to respond if the issue is isolated to the traffic signal. It will be the responsibility of the technician/electrician on duty to evaluate conditions at the site and determine the action necessary, including temporary repairs or traffic control.

3. any red lamp outage;
  4. any intersection in a flashing mode;
  5. any turn lane with only one signal head having an outage (red, yellow, or green);
  6. any equipment involved in a crash; or
  7. any condition involving a signal that the City Public Works Director or City Engineer or their designee declares to be an “emergency” or otherwise requests immediate response (subject to County personnel availability) because the City deems a dangerous condition to exist.
- ii. Except for emergency work described in Section 2(I) and routine maintenance work described in Attachment B, the County will provide a quote to the City outlining the work to be done with estimated labor and material costs in accordance with this Agreement before commencing any work. Prior to any work being started, the quote must be signed by the Public Works Director for the City and the Director of the Department of Transportation and Development for the County, or their respective designees.
  - iii. The County shall not be liable for any claim or action arising out of, or based upon, damages or injuries to persons or property caused by signal issues for which no request for work was made by the City to the County pursuant to the terms of this Section 2.
  - iv. The County shall record all activities performed any time staff is responding to a service call at the site of traffic signal facilities. This can be done on a County-standard form, but should include at minimum:
    1. the time and date the call is received;
    2. the time staff arrives onsite;
    3. who placed the call;
    4. location and condition upon arrival;
    5. necessary equipment, labor and materials;
    6. specifics of repair;
    7. additional repairs still needed;
    8. time site was secured; and
    9. time leaving site.
- J. The County will provide to the City reports on all work performed at the traffic signal(s) as requested by the City. Annual reports shall contain completed maintenance checklists as provided in Attachment B, as well as copies of all work reports, tests, etc. for any activities performed onsite.
- K. The County shall maintain an updated log book in each cabinet for traffic signals that details any and all maintenance or repairs performed.
- L. The County shall provide annual reports that include all of the information in Section 2(J), or earlier upon request of the City.
- M. The County shall submit a detailed monthly invoice to the City with work descriptions, labor costs, and material costs. The County shall invoice the City within sixty (60) days of performing City-authorized work at rates established by the County to local governments.



N. The County shall submit to City new rates for staff not less than 45 days before the rates per Attachment C change.

**3. City Obligations.**

- A. The City shall compensate the County for the services provided based on the rates of staff in the County Department of Transportation and Development as shown in Attachment C. Payment shall be made within thirty (30) days.
- B. The City agrees to promptly contact the County any time signal issues are witnessed or reported to ensure timely repairs can be made.
- C. The City shall have the ultimate responsibility to approve the plans in writing for signal upgrading, phasing, timing, and coordination after recommendation by the County.
- D. The City grants County the right to enter into and occupy City rights-of-way for the purpose of performing routine maintenance and emergency repairs of the traffic signal equipment, ITS devices, and roadway beacons owned by the City.
- E. The City shall maintain responsibility for temporary traffic control from the time the signal issue is discovered until such time as the City deems the traffic control unnecessary or County staff arrive and provide traffic control per Section 2(H) or Section 2(I)(ii).
- F. The City's inventory of spare materials and replacement parts for common repairs shall be stored at City's Maintenance Center and shall be accessible to County technicians/electricians during weekday business hours with the assistance of City personnel.

**4. Termination.**

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. City may terminate this Agreement without cause upon:
  - i. Rate Increase: Within 30 days following County's notice of rate increase to City (rate increase shall not be effective until 45 days following notice to City); or
  - ii. For Convenience: Upon 60 days' notice.
- C. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- D. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.



- E. The County may terminate this Agreement upon 60 days' notice in the event the County is unable to provide staffing sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to provide services for performance of this Agreement.
- F. Nothing herein shall prevent the Parties from meeting to mutually discuss the Agreement. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- G. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**5. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

**6. Party Contacts**

- A. Bikram Raghubansh or his designee will act as liaison for the County for the Project.

**Contact Information:**

Clackamas County- Department of Transportation and Development  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-4706 or [BikramRag@clackamas.us](mailto:BikramRag@clackamas.us)

- B. Jerry Nelzen or his/her designee will act as liaison for the City for the Project.

**Contact Information:**

City of Canby – Public Works Department  
1470 NE Territorial Road  
Canby, OR 97013  
(503) 266-0759 or [nelzenj@canbyoregon.gov](mailto:nelzenj@canbyoregon.gov)

- C. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

## 7. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of at least three (3) years; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved
- E. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- F. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties and any prior agreements between the Parties affecting the subject matter of this Agreement are hereby terminated. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- L. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- M. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- N. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

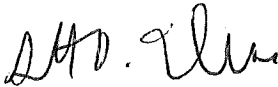
**[Signatures on Following Page]**

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**

**City of Canby**

\_\_\_\_\_  
Chair, Board of County Commissioners

  
\_\_\_\_\_  
Scott McClure, City Administrator

\_\_\_\_\_  
Date

11/7/2019  
\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Joseph Lindsay, City Attorney

## Attachment A

### County Maintained Traffic Signal and Flasher Beacon Locations

The County agrees to provide preventive maintenance, on-call repair, locates, and traffic engineering consultation services for signal and flasher facilities at the following locations within the City's Jurisdiction:

#### TRAFFIC SIGNALS

All traffic signals, pedestrian signals, vehicle detection, ITS devices, and related facilities at the following locations:

Intx No.	Address	Major Street	Minor Street
7752	280 S Hazel Dell Way	Sequoia Parkway	SE Hazel Dell Way

#### ROADWAY FLASHING BEACONS

Includes school zone flashers, intersection flashers, and Rectangular Rapid Flashing Beacons (RRFB) at the following locations:

ID No.	Device Type	Address	Major Street	Minor Street

# Attachment B

## Maintenance Checklist

### CLACKAMAS COUNTY TRAFFIC SIGNALS

#### ANNUAL AERIAL INSPECTION REPORT

INTERSECTION NUMBER:

DATE: / /

INTERSECTION NAME:

ARRIVE:

DEPART:

#### SIGNAL HEADS

	OK	ATN	MA
PAINT	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
LENSES	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ATTACHMENT	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ALIGNMENT	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
BRIGHTNESS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
VISORS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
BACKPLATES	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
SPANS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
TIMERS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
CAMERAS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
OPTICOM	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
TY-BARS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

#### PED SIGNALS

	OK	ATN	MA
ALIGNMENT	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
HEADS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
BUTTONS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

#### SIGNS

	OK	ATN	MA
GENERAL CONDITION	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ILLUMINATION	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ATTACHMENT	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

#### POLES

	OK	ATN	MA
CONDITION	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
HAND HOLE COVERS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
T-CANS	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
LUMINAIRES	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

MISCELLANEOUS REPAIRS:

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ELECTRICIAN:

ELECTRICIAN:





**Ann Cabin**

#: TC-

Date:

Location:   
Owner:

Arrive:   
Depart:

I:

VAC:  VDC:

	OK	ALB	N/A	
Controller Timing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Timing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Cabinet Print	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Intersection	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Verify Inputs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Verify Outputs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Flasher Outputs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Locks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Thermostat/Fan Test	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	note:
Change Air Filter(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Cabinet	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

## Attachment C

### Schedule of Rates

Clackamas County  
Traffic Engineering & Traffic Signal Maintenance  
Labor Rates

2019/20 Fiscal Year

Employee Class Description	Group	Labor Rate
Engineering Supervisor	Engineering	\$178.89
Civil Engineer, Senior	Engineering	\$161.64
Civil Engineer	Engineering	\$129.26
Civil Engineer, Associate	Engineering	\$99.1100
Engineering Tech 3	Engineering	\$108.93
Engineering Tech 2	Engineering	\$94.05
Engineering Intern	Engineering	\$24.63
Traffic Signal Electrician	Maintenance	\$130.40





CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**

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

January 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Less Than Ten Percent) and Transfers for Fiscal Year 2019-2020

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2019-2020
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$12,617,826
Funding Source	Prior Year Revenue, Fund Balance, Federal and State Operating Grant Revenue, Local Government & Other Agencies, Charge for Services Revenue, Miscellaneous Revenue, Other Financing Sources and Interfund Transfer.
Safety Impact	N/A
Duration	July 1, 2019 June 30, 2020
Previous Board Action/Review	Budget Adopted June 27, 2019 and amended October 24, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Haley Fish, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The County Fair Fund is recognizing higher than anticipated fund balance and increasing contingency.

The Building Codes Fund is recognizing restricted fund balance and increasing reserves.

The Clackamas County Resolution Services Fund is recognizing additional fund balance and budgeting for program and training costs.

The Disaster Management Fund is recognizing additional fund balance and budgeting for carryover projects not completed until this fiscal year and increasing contingency.

The Planning Fund is recognizing assigned fund balance and budgeting it in reserves for PERS stabilization planning.

The Road Fund is recognizing fund balance and aligning revenue to better align with program actuals and budgeting for prior year program activities not completed and adjusting contingency and reserves.

The Sheriff Fund is reducing their Interfund Transfer to the Juvenile Fund and increasing personnel costs to better reflect actuals.

The Code Enforcement, Resource Conservation & Solid Waste & Septic Onsite Wastewater Program Fund is recognizing additional fund balance and budgeting for prior year program activities not completed and increasing reserves.

The Property Disposition Fund is recognizing higher than anticipated fund balance and budgeting an increase for special payments.

The District Attorney Fund is recognizing prior year revenue, Discovery Provided Revenue and Child Abuse Multidisciplinary Intervention revenue and reducing fund balance and budgeting for special payments and program costs accordingly.

The Public Land Corner Fund is recognizing lower than anticipated fund balance and reducing its budget accordingly.

The Health, Housing and Human Services Administration Fund is reducing professional services and making an interfund transfer to Social Services for Homeless Services.

The Behavioral Health Fund is recognizing additional fund balance and local agency and Oregon Health Share revenue and budgeting for program costs and a settlement payment to Oregon Health Authority and reducing contingency. This fund is also making an interfund transfer to Health, Housing and Human Services Administration Fund.

The Social Services Fund is reducing fund balance and adjusting their revenue account streams to better align with actual state and federal operating grant revenues and budgeting for program support costs and increasing contingency. This fund is also recognizing an interfund transfer from the Health, Housing and Human Services Administration Fund and budgeting for a Warming Centers contract.

The Community Development Fund is recognizing an interfund transfer from Health, Housing and Human Services Administration Fund and budgeting for costs associated with the Homelessness Development Block program.

The Public Health Fund is recognizing additional prior year revenue, Oregon Health Authority revenue and reducing fund balance and Local Health Agreement revenue funding and budgeting for various program support costs and the new Maternal Child Adolescent program.

The Health Centers Fund is recognizing a lower than anticipated fund balance and additional Medicaid and state grant revenue and budgeting to add two full-time Mental Health Specialist and program costs. This fund is also transferring from contingency to capital outlay for the purchase and build out of the Health Center's Sandy Health clinic.

The Tourism Fund is recognizing lower than anticipated fund balance and reducing its budget accordingly.

The Debt Service Fund is recognizing fund balance and reducing interfund transfer revenue.

The Stone Creek Golf Course Fund is recognizing additional fund balance and increasing reserves.

The Clackamas Broadband Utility Fund is recognizing fund balance and budgeting for construction costs.

The Central Dispatch Fund is recognizing fund balance and budgeting to add a part-time office specialist position, computer software purchase, professional services and increasing contingency and reserves.

The Self Insurance Fund is recognizing fund balance and increasing contingency and reserves.

The Risk Management Fund is recognizing fund balance and increasing contingency.

The Fleet Services Fund is recognizing additional fund balance and increasing contingency.

The effect of this Resolution is an increase in appropriations of \$12,617,826 including revenues as detailed below:

Prior Year Revenue	\$ 689,865.
Fund Balance	9,311,676.
Federal Operating Grants	14,387.
State Operating Grants	6,146,223.
Local Government and Other Agencies	839.
Charge for Services	209,268.
Miscellaneous Revenue	(17,595.)
Other Financing Sources	(3,750,000.)
Interfund Transfer	<u>13,163.</u>
Total Recommended	<u>\$ 12,617,826.</u>

**RECOMMENDATION:**

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

Sincerely,

Haley Fish, Deputy Finance Director

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for Transfers  
and items Less Than 10 Percent of  
the Total Qualifying Expenditures and  
Making to Appropriations for Fiscal  
2019-20



Resolution Order No. \_\_\_\_\_

*Page 1 of 2*

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

WHEREAS, a supplemental budget for the period of July 1, 2019 through June 30, 2020 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . County Fair Fund
- . Building Codes Fund
- . Clackamas County Resolution Services Fund
- . Disaster Management Fund
- . Law Library Fund
- . Planning Fund
- . Road Fund
- . Sheriff Fund
- . Code Enforcement Resource Conservation & Solid Waste & Septic Onsite  
Wasterwater Program Fund
- . Property Disposition Fund
- . District Attorney Fund
- . Public Land Corner Fund
- . Health, Housing and Human Services Administration Fund
- . Behavioral Health Fund
- . Social Services Fund
- . Community Development Fund
- . Children, Families and Community Connection Fund
- . Public Health Fund
- . Health Centers Fund
- . Tourism Fund
- . Debt Service Fund
- . Stone Creek Golf Course Fund
- . Clackamas Broadband Utility Fund
- . Central Dispatch Fund
- . Self-Insurance Fund
- . Risk Management Fund
- . Fleet Services Fund;

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for Transfers  
and items Less Than 10 Percent of  
the Total Qualifying Expenditures and  
Making to Appropriations for Fiscal  
2019-20



Resolution Order No. \_\_\_\_\_  
*Page 2 of 2*

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2019 through June 30, 2020.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this 16<sup>th</sup> day of January, 2020

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**January 16, 2020**

Recommended items by revenue source:

Prior Year Revenue	\$ 689,865
Fund Balance	9,311,676
Federal Operating Grant	14,387
State Operating Grant	6,146,223
Local Government and Other Agencies	839
Charge for Services	209,268
Miscellaneous Revenue	(17,595)
Other Financing Sources	(3,750,000)
Interfund Transfer	13,163
Total Recommended	<u><u>\$ 12,617,826</u></u>

**COUNTY FAIR FUND**

Revenues:	
Fund Balance	<u>\$ 122,060</u>
Total Revenue	<u><u>\$ 122,060</u></u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	<u>\$ 122,060</u>
Total Expenditures	<u><u>\$ 122,060</u></u>

County Fair Fund is recognizing higher than anticipated fund balance and increasing contingency.

**BUILDING CODES FUND**

Revenues:	
Fund Balance	<u>\$ 814,744</u>
Total Revenue	<u><u>\$ 814,744</u></u>
Expenses:	
Not Allocated to Organizational Unit	
Reserve	<u>\$ 814,744</u>
Total Expenditures	<u><u>\$ 814,744</u></u>

Building Codes Fund is recognizing restricted fund balance and increasing reserves.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**January 16, 2020**

**CLACKAMAS COUNTY RESOLUTION SERVICES FUND**

Revenues:	
Fund Balance	\$ 25,357
Total Revenue	<u>\$ 25,357</u>
Expenses:	
General Government	\$ 25,357
Total Expenditures	<u>\$ 25,357</u>

Clackamas County Resolution Services Fund is recognizing additional fund balance and budgeting for program and training costs.

**DISASTER MANAGEMENT FUND**

Revenues:	
Fund Balance	\$ 120,239
Total Revenue	<u>\$ 120,239</u>
Expenses:	
Public Protection	\$ 120,239
Total Expenditures	<u>\$ 120,239</u>

Disaster Management Fund is recognizing additional fund balance and budgeting for carryover projects not completed until this fiscal year and increasing contingency.

**PLANNING FUND**

Revenues:	
Fund Balance	\$ 422,052
Total Revenue	<u>\$ 422,052</u>
Expenses:	
Not Allocated to Organizational Unit	
Reserve	\$ 422,052
Total Expenditures	<u>\$ 422,052</u>

Planning Fund is recognizing assigned fund balance and budgeting it in reserves for PERS stabilization planning.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**January 16, 2020**

**ROAD FUND**

Revenues:	
Fund Balance	\$ 6,204,251
Other Financing Sources	(3,750,000)
Interfund Transfer	75,000
Total Revenue	<u>\$ 2,529,251</u>
Expenses:	
Public Ways and Facilities	\$ 603,000
Not Allocated to Organizational Unit	
Special Payments	370,000
Reserve	2,976,044
Contingency	(1,419,793)
Total Expenditures	<u>\$ 2,529,251</u>

Road Fund is recognizing fund balance and aligning revenue to better align with program actuals and budgeting for prior year program activities not completed and adjusting contingency and reserves.

**SHERIFF**

Expenses:	
Public Safety and Protection	\$ 29,549
Not Allocated to Organizational Unit	
Interfund Transfers	(29,549)
Total Expenditures	<u>\$ -</u>

Sheriff Fund is reducing their Interfund Transfer to the Juvenile Fund and increasing personnel costs to better reflect actuals.

**CODE ENFORCEMENT, RESOURCE CONSERVATION AND SOLID WASTE & ONSITE WASTEWATER PROGRAM FUND**

Revenues:	
Fund Balance	\$ 592,695
Total Revenue	<u>\$ 592,695</u>
Expenses:	
General Government	\$ 63,202
Not Allocated to Organizational Unit	
Reserve	529,493
Total Expenditures	<u>\$ 592,695</u>

Code Enforcement, Resource Conservation & Solid Waste & Septic Onsite Wastewater Program Fund is recognizing additional fund balance and budgeting for prior year program activities not completed and increasing reserves.

**PROPERTY DISPOSITION FUND**

Revenues:	
Fund Balance	\$ 119,630
Total Revenue	<u>\$ 119,630</u>
Expenses:	
Not Allocated to Organizational Unit	
Special Payments	\$ 119,630
Total Expenditures	<u>\$ 119,630</u>



**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**January 16, 2020**

Property Disposition Fund is recognizing higher than anticipated fund balance and budgeting an increase for special payments.

**DISTRICT ATTORNEY FUND**

Revenues:	
Prior Year Revenue	\$ 480,461
Fund Balance	(540,845)
State Operating Grants	63,893
Charge for Services	10,000
Miscellaneous Revenue	905
Total Revenue	<u>\$ 14,414</u>
Expenses:	
Public Protection	\$ (45,586)
Not Allocated to Organizational Unit	
Special Payments	60,000
Total Expenditures	<u>\$ 14,414</u>

District Attorney Fund is recognizing prior year revenue, Discovery Provided Revenue and Child Abuse Multidisciplinary Intervention revenue and reducing fund balance and budgeting for special payments and program costs accordingly.

**PUBLIC LAND CORNER PRESERVATION FUND**

Revenues:	
Fund Balance	\$ (14,330)
Total Revenue	<u>\$ (14,330)</u>
Expenses:	
Not Allocated to Organizational Unit	
Reserve	\$ (14,330)
Total Expenditures	<u>\$ (14,330)</u>

Public Land Corner Fund is recognizing lower than anticipated fund balance and reducing its budget accordingly.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**January 16, 2020**

**HEALTH, HOUSING AND HUMAN SERVICE ADMINISTRATION FUND**

Expenses:	
Health and Human Services	\$ (50,000)
Not Allocated to Organizational Unit	
Interfund Transfer	50,000
Total Expenditures	<u>\$ -</u>

Health, Housing and Human Services Administration Fund is reducing professional services and making an interfund transfer to Social Services for Homeless Services.

**BEHAVIORAL HEALTH FUND**

Revenues:	
Fund Balance	\$ 1,667,006
State Operating Grants	280,000
Local Government and Other Agencies	16,757
Miscellaneous Revenue	(12,000)
Total Revenue	<u>\$ 1,951,763</u>

Expenses:	
Health and Human Services	\$ 1,995,886
Not Allocated to Organizational Unit	
Interfund Transfer	50,000
Contingency	(94,123)
Total Expenditures	<u>\$ 1,951,763</u>

Behavioral Health Fund is recognizing additional fund balance and local agency and Oregon Health Share revenue and budgeting for program costs and a settlement payment to Oregon Health Authority and reducing contingency. This fund is also making an interfund transfer to Health, Housing and Human Services Administration Fund.

**SOCIAL SERVICES FUND**

Revenues:	
Fund Balance	\$ (2,522,638)
Federal Operating Grants	28,209
State Operating Grants	5,362,249
Interfund Transfer	50,000
Total Revenue	<u>\$ 2,917,820</u>

Expenses:	
Health and Human Services	\$ 1,119,080
Not Allocated to Organizational Unit	
Contingency	1,798,740
Total Expenditures	<u>\$ 2,917,820</u>

Social Services Fund is reducing fund balance and adjusting their revenue account streams to better align with actual state and federal operating grant revenues and budgeting for program support costs and increasing contingency. This fund is also recognizing an interfund transfer from the Health, Housing and Human Services Administration Fund and budgeting for a Warming Centers contract.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**January 16, 2020**

**COMMUNITY DEVELOPMENT FUND**

Revenues:	
Interfund Transfer	\$ 50,000
Total Revenue	<u>\$ 50,000</u>
Expenses:	
Health and Human Services	\$ 50,000
Total Expenditures	<u>\$ 50,000</u>

Community Development Fund is recognizing an interfund transfer from Health, Housing and Human Services Administration Fund and budgeting for costs associated with the Homelessness Development Block program.

**PUBLIC HEALTH FUND**

Revenues:	
Prior Year Revenue	\$ 209,404
Fund Balance	(147,938)
Federal Operating Grant	(13,822)
State Operating Grant	224,039
Local Government and Other Agencies	(15,918)
Charge for Services	34,123
Miscellaneous Revenue	(6,500)
Total Revenue	<u>\$ 283,388</u>
Expenses:	
Health and Human Services	\$ 230,911
Not Allocated to Organizational Unit	
Special Payments	52,477
Total Expenditures	<u>\$ 283,388</u>

Public Health Fund is recognizing additional prior year revenue, Oregon Health Authority revenue and reducing fund balance and Local Health Agreement revenue funding and budgeting for various program support costs and the new Maternal Child Adolescent program.

**CLACKAMAS HEALTH CENTERS FUND**

Revenues:	
Fund Balance	\$ (299,572)
State Operating Grants	216,042
Charge for Services	165,145
Total Revenue	<u>\$ 81,615</u>
Expenses:	
Health and Human Services	\$ 2,663,093
Not Allocated to Organizational Unit	
Contingency	(2,581,478)
Total Expenditures	<u>\$ 81,615</u>

Health Centers Fund is recognizing a lower than anticipated fund balance and additional Medicaid and state grant revenue and budgeting to add two full-time Mental Health Specialist and program costs. This fund is also transferring from contingency to capital outlay for the purchase and build out of the Health Center's Sandy Health clinic.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**January 16, 2020**

**TOURISM FUND**

Revenues:	
Fund Balance	\$ (322,124)
Total Revenue	<u>\$ (322,124)</u>
Expenses:	
Cultural, Education and Recreation	\$ (322,124)
Total Expenditures	<u>\$ (322,124)</u>

Tourism Fund is recognizing lower than anticipated fund balance and reducing its budget accordingly.

**DEBT SERVICE FUND**

Revenues:	
Fund Balance	\$ 161,837
Intefund Transfer	(161,837)
Total Revenue	<u>\$ -</u>

Debt Service Fund is recognizing fund balance and reducing interfund transfer revenue.

**STONE CREEK GOLF COURSE FUND**

Revenues:	
Fund Balance	\$ 181,925
Total Revenue	<u>\$ 181,925</u>
Not Allocated to Organizational Unit Reserve	
Total Expenditures	<u>\$ 181,925</u>

Stone Creek Golf Course Fund is recognizing additional fund balance and increasing reserves.

**CLACKAMAS BROADBAND UNTILITY FUND**

Revenues:	
Fund Balance	\$ 164,442
Total Revenue	<u>\$ 164,442</u>
Broadband Utility (Business-type Activity)	
Total Expenditures	<u>\$ 164,442</u>

Clackamas Broadband Utility Fund is recognizing fund balance and budgeting for construction costs.

**CENTRAL DISPATCH FUND**

Revenues:	
Fund Balance	\$ 512,059
Total Revenue	<u>\$ 512,059</u>
Public Safety and Protection	
Not Allocated to Organizational Unit Reserve	119,000
Contingency	32,000
Total Expenditures	<u>\$ 512,059</u>

Central Dispatch Fund is recognizing fund balance and budgeting to add a part-time office specialist position, computer software purchase, professional services and increasing contingency and reserves.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**January 16, 2020**

**SELF-INSURANCE FUND**

Revenues:	
Fund Balance	\$ 1,502,264
Total Revenue	<u>\$ 1,502,264</u>
Not Allocated to Organizational Unit	
Reserve	120,600
Contingency	1,381,664
Total Expenditures	<u>\$ 1,502,264</u>

Self Insurance Fund is recognizing fund balance and increasing contingency and reserves.

**RISK MANAGEMENT CLAIMS FUND**

Revenues:	
Fund Balance	\$ 425,797
Total Revenue	<u>\$ 425,797</u>
Not Allocated to Organizational Unit	
Contingency	425,797
Total Expenditures	<u>\$ 425,797</u>

Risk Management Fund is recognizing fund balance and increasing contingency.

**FLEET SERVICES FUND**

Revenues:	
Fund Balance	\$ 122,765
Total Revenue	<u>\$ 122,765</u>
Not Allocated to Organizational Unit	
Contingency	122,765
Total Expenditures	<u>\$ 122,765</u>

Fleet Services Fund is recognizing additional fund balance and increasing contingency.



Brian T. Nava  
County Treasurer

**Office of the County Treasurer**

Public Services Building  
2051 Kaen Road, Suite 460 | Oregon City, OR 97045

January 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Clackamas County Investment Policy

Purpose/Outcomes	Provides investment framework for Clackamas County investment portfolio
Dollar Amount and Fiscal Impact	None
Funding Source	None
Duration	Effective upon approval
Previous Board Action	The Board last reviewed and approved this policy on December 13, 2018
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Brian Nava, Treasurer 503-742-5995 and <a href="mailto:bnava@clackmas.us">bnava@clackmas.us</a>

**Background:**

The Clackamas County Investment Policy provides the framework for the investment of the County's public funds by the Treasurer's office. The County chooses to purchase investments with a maturity between 0 and 36 months so the Oregon Short Term Fund Board requires annual adoption of the plan by the Board of County Commissioners. No changes in substance have been made to the policy from the previous version reviewed.

**Recommendation:**

We respectfully recommend that the Board approve the Clackamas County Investment Policy.

Respectfully submitted,

Brian T. Nava  
Clackamas County Treasurer



Brian T. Nava  
County Treasurer

**Office of the County Treasurer**

Public Services Building  
2051 Kaen Road, Suite 460 | Oregon City, OR 97045

**Clackamas County**  
**Office of the Treasurer**

**Investment Policy**

**2051 Kaen Rd, #460**

**Oregon City, Oregon 97045**

**503-742-5995 FAX 503-742-5996**

**bnava@clackamas.us**

# Clackamas County Investment Policy

## I. Objectives:

The primary objectives of investment activities shall be safety, liquidity, and yield:

### **Safety:**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

Credit Risk: Clackamas County will minimize credit risk, the risk of loss due to the financial failure of the security issuer or backer, by:

- Limiting exposure to poor credits and concentrating the investments in the safest types of securities.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which Clackamas County will do business.
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- Actively monitoring the investment portfolio holdings for ratings changes, changing economic/market conditions, etc.

Interest Rate Risk: Clackamas County will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities or short-term investment pools.
- Diversifying the portfolio by maturity dates to mitigate the impact of reinvestment risk.



## **Liquidity:**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

## **Yield:**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of lesser importance compared to the safety and liquidity objectives described above. The majority of the portfolio is limited to highly rated/low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities are generally held to maturity unless declining credit or liquidity needs warrant a pre-maturity sale.

## **II. Scope:**

This policy applies to the investment of both short-term operating funds and long-term capital funds including bond proceeds and bond reserve funds. This policy applies to all component units of Clackamas County unless specific, written exclusion has been granted by the County Treasurer and the unit has a policy which has been adopted by the Board of Commissioners and submitted to the Oregon Short Term Fund Board.

Investments of employees' retirement funds, deferred compensation plans, and other funds are not covered by this policy.

## **III. Standards of Care:**

### **Prudence:**

The standard of care to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officers are appointed by the County Treasurer. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

**Ethics and Conflicts of Interest:**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees, officers and their families shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of Clackamas County. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in Oregon Revised Statutes (ORS) 244.

**Delegation of Authority:**

**Treasurer:** Authority to manage the investment program is granted to the publicly elected County Treasurer, and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. No person may engage in an investment transaction without approval of the Treasurer

**Deputy Treasurer:** Administration of the investment program is hereby delegated to the Deputy Treasurer, who under the direction and supervision of the Treasurer shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

## **IV. Safekeeping and Custody:**

Purchased investment securities will be delivered by Fed book entry, DTC, or physical delivery and to the extent feasible, held in third party safekeeping with a designated custodian. The trust department of a bank may be designated as custodian for safekeeping specific securities. The custodian shall issue a safekeeping receipt to Clackamas County listing the specific instrument, selling broker/dealer, issuer, coupon, maturity, CUSIP number, purchase or sale price, transaction date, and other pertinent information.

## **V. Accounting Method:**

### **Accounting Standards:**

The Clackamas County Treasurer's Office shall comply with required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including, but not necessarily limited to, the American Institute of Certified Public Accountants (AICPA); the Financial Accounting Standards Board (FASB); and the Government Accounting Standards Board (GASB).

### **Investment Return:**

Investment returns are calculated as total return, including interest earned, premiums, discounts and appreciation or depreciation of investment values. Investment return for purposes of benchmarking against performance indicators will be compared on a total portfolio basis.

### **Investment Costs:**

Investments will be carried at par. Losses on the sale of investments will be recognized at time of sale. Premiums or discounts on securities will be amortized or accreted over the life of the securities.

### **Investment Fee:**

Where allowable, an investment fee of 0.01% of portfolio par value may be deducted from interest earned and credited to the County General Fund each month. After deducting the investment fee, interest earnings will be credited as of the last day of each month to the funds from which the investment was made based on the average daily balance in the fund.

## **VI. Internal Controls:**

The Treasurer is responsible for establishing and maintaining an adequate internal control structure designed to reasonably protect the assets of Clackamas County from loss, theft or misuse. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuations of costs and benefits require estimates and judgments by management.

The internal controls shall address, at a minimum, the following points:

- Control of collusion (to the extent reasonable and feasible).
- Separation of transaction authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Wire transfer and ACH agreements.
- Compliance and oversight with investment parameters including diversification and maximum maturity.

## **VII. Reporting Requirements:**

### **Reports to Governing Body:**

The Clackamas County Treasurer will make available a monthly report to the County Commissioners, the County Administrator, and the directors of all component units. This report will include but not necessarily be limited to: Portfolio activity, instruments held, market valuation, as well as any narrative necessary for adequate clarification.

### **Management Reports:**

The investment officer or officers shall maintain up-to-date computer reports of portfolio activity providing reports which are timely and available both daily and weekly.

## **VIII. Investment Policy Adoption:**

This Investment Policy will be formally adopted by the Clackamas County Board of Commissioners, and will be readopted annually even if there are no changes.

Maximum investment maturity under this policy is 36 months. As required, this investment policy was previously submitted to the Oregon Short Term Fund (OSTF) Board for comment prior to its approval by the Clackamas County Board of Commissioners, and complies with the requirements of ORS 294.135.

## **IX. Qualified Financial Institutions:**

### **Providers of Investment Services:**

The Treasurer will maintain a list of all authorized Broker/Dealers and Financial Institutions authorized to provide investment services. To qualify for the list they must be an approved security Broker/Dealer selected by credit worthiness that is authorized to provide investment services in the State of Oregon.

These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposits exceeding federal insurance limits shall be made except in a qualified public depository as established by the State of Oregon (e.g. ORS 295).

### **Broker/Dealer Questionnaire:**

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following information:

- Audited financial statement.
- Proof of National Association of Security Dealers certification.
- Proof of state registration.
- Completed Broker/Dealer Questionnaire.
- Certification of having read and understood the Clackamas County Investment Policy.

### **Firm Approval:**

After due consideration and approval, the firm may be added to the list. The Treasurer will conduct a periodic review of the financial condition and registration requirements of qualified Broker/Dealers. Preferably, firms shall have a local office and Registered Representative in Oregon. However, the County will not exclude Broker/Dealers located outside the state as long as they are licensed in Oregon and meet all other qualifications.

An updated Broker/Dealer Questionnaire will be mailed to each firm periodically, and should be completed and returned to the Treasurer's office. Failure to complete the updated questionnaire may lead to removal from the approved list.

Additions or deletions to the list will be made at the Treasurer's discretion.

## **X. Suitable and Authorized Investments**

**The following investments will be permitted by this policy, ORS 294.035, ORS 294.040 and 294.810:**

- U.S. Treasury Obligation (bills, notes and bonds)
- U.S. Government Agency Securities and Instruments of Government Sponsored Corps (e.g. US Agency Obligations)
- Banker's Acceptances (BA's) from qualified institutions
- State of Oregon Investment Pool (e.g. Oregon Short Term Fund)
- Qualified Certificates of Deposits (CD's), Savings Accounts and Institution Time Deposits  
(Subject to ORS 295 collateralization)
- Repurchase Agreements
- State and Local Government Securities (e.g. municipal debt)
- Corporate Indebtedness

## XI. Portfolio Diversification

Diversification will be sought within the following guidelines with the purpose of reduction of overall portfolio risk while attaining market average rates of return. The investments shall be diversified by investment type, issuer and maturity.

Diversification will be measured on a total portfolio basis. Diversification within individual portfolios may deviate from the total portfolio requirements due to liquidity requirements.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer, investment type or maturity may be exceeded at a point in time subsequent to the purchase of a particular security. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future liquidations are made.

### Diversification by Type and Issuer:

<u>Security</u>	<u>% limitation of total portfolio</u>
US Treasury	No Limit
US Government Agencies	No limit 50% in any single Government Sponsored Enterprise
State of Oregon Investment Pool	50% of total portfolio, or the maximum imposed by statute
Certificates of Deposit	50% of total portfolio 25% in any single qualified financial institution
Banker's Acceptances	50% of total portfolio 25% in any single qualified financial institution
Commercial Paper and Corporate Notes	35% of total portfolio, per ORS 294.035 5% in any one corporation, their subsidiaries or affiliates
State and Local Government Securities	25% of total portfolio
Repurchase Agreements	25% of total portfolio 10% in any single qualified financial institution

**Diversification by Maturity:**

Maturity limitations shall depend upon whether the funds being invested are considered short term or long term funds. All funds shall be considered short term except those reserved for capital projects (e.g. bond sale proceeds) and special assessment repayments being held for debt retirement.

- **Short Term Portfolio (maturity up to 3 years):**

Investment maturity for operating funds shall be scheduled to coincide with projected cash flow needs and timed to comply with the following guidelines:

Maturity will be laddered to provide for interest rate fluctuations and to minimize investment interest rate risk. Careful monitoring of interest rate fluctuation will provide a basis for evaluating risk and return.

1 to 90 day maturity	Minimum of 25% of total portfolio
1 to 365 day maturity	No limit
12 months to 24 months maturity	Maximum of 40% of total portfolio
24 months to 36 months maturity	Maximum of 30% of total portfolio

- **Long Term Portfolio (Capital Projects and Special Assessment Repayments):**

Maturity scheduling shall be timed according to anticipated need. For example, investment of capital project funds shall be timed to meet projected contractor payments. Investment of prepaid assessment funds shall be tied to bond payment dates, after cash flow projections are made using a forecasting model which considers prepayment rate, delinquency rate, interest on bonds, and income on investments.

The investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the most restrictive parameters of this policy and the applicable bond covenants and tax laws.



This investment policy has been submitted for review by the OSTF Board as specified above and in accordance with ORS 294.135(1) (a), debt service reserves may be invested to a maturity date not exceeding five years. Otherwise debt service reserves shall not be invested to a maturity date exceeding one year.

## **XII. Bids and Offers**

Before any security purchase or sale is initiated, the Investment Officer(s) shall first determine the appropriateness of seeking competitive bids or offers. Such factors to consider include where the securities are held, the size of the transaction, and the term to maturity. When required by tax laws or bond covenants competitive bids and offers shall always be sought for security purchases and sales of bond funds.

## **XIII. Collateralization:**

All bank deposits shall be held in qualified Oregon depositories in accordance with ORS Chapter 295.

Certificates of Deposit are considered investments under this policy, and are subject to the collateral requirements of ORS Chapter 295, except those specifically exempted under ORS 295.004.

ORS 294.035(3)(j) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short-Term Fund (OSTF) Board. On January 22, 2019, the OSTF Board adopted the following margins via their OSTF Board Sample Policy for Local Governments:

US Treasury Securities: 102%

US Agency Discount and Coupon Securities: 102%

Mortgage Backed and other: 103%

\*Limited to those securities described in ORS 294.035(1)

## **XIV. Performance Indicators:**

The performance of the County's portfolio shall be measured against the performance of the relevant alternative investments and comparative bond indexes. The performance of the portfolio should be compared to the performance of alternative investments such as:

- Oregon Local Government Investment Pool,
- 90-day Treasury bill rate,
- Certificates of deposit,
- Bond indices with similar risk profiles (e.g. Bond indexes comprised of high grade investments and maximum maturities of three years),
- Other municipalities,
- Any other indices the Treasurer deems appropriate.

As deemed appropriate, when comparing performance, consider including all fees and expenses involved with managing the portfolio in the computation of the portfolio's rate of return.

It is pertinent to note that alternative investments, such as the Oregon Local Government Investment Pool (LGIP), are less restrictive than the constraints the County is required to follow via ORS 294 and this investment policy. Thus, when reviewing the performance of the portfolio, the goal of the County should not be to maintain an annualized yield that is equal to the alternative investments outlined above, but to have a measure that is comparable.

For example, an annualized yield that is not more than ½ percent (0.5%) lower than the Oregon LGIP and is not less than ¼ percent (0.25%) higher than the 90 day Treasury Bill yield.

## **XV. Securities Lending:**

Pursuant to a formal securities lending policy, the Treasurer may enter into agreements to lend, for compensation, certain investments under a formal security lending agreement. At this time, the Treasurer has no agreements for security lending services, and no Clackamas County Securities Lending Policy is in place.

## **XVI. Additional Documents**

Other documents may be used in conjunction with this policy, and are available from the Treasurer's office upon request.



**Nancy Bush**

*Director*

Disaster Management  
2200 Kaen Road  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

January 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Memorandum of Agreement between Clackamas County and the  
Colton School District for emergency/disaster related use of Colton Schools

<b>Purpose/Outcomes</b>	This Memorandum of Agreement (MOA) allows Clackamas County to use Colton Schools for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts.
<b>Dollar Amount and Fiscal Impact</b>	The MOA has no monetary value. The County agrees to pay for expenses to ensure facilities are returned to their pre-use condition, as well as any facility-related expenses incurred during the time the County is making use of the facility. The County is only responsible for expenses that are additional expenses incurred by the school district.
<b>Funding Source</b>	None
<b>Duration</b>	January 16, 2020 until terminated by either party.
<b>Previous Board Action</b>	The Board approved a similar agreement with another school district on September 19, 2019. Disaster Management and Public Health are working to update agreements with all county school districts.
<b>Strategic Plan Alignment</b>	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
<b>Counsel Review</b>	Approved by Counsel on January 2, 2020
<b>Contact Person</b>	Nancy Bush, Director, 503-655-8665
<b>Contract No.</b>	None

**BACKGROUND:**

In December 2010, the Board approved an agreement between Clackamas County and three school districts allowing the County to use school facilities as points of dispensing sites for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management partnered to update the agreement to include points of dispensing as well as other disaster-related uses such as sheltering.

**RECOMMENDATION:**

Staff respectfully recommends Board approval of the Memorandum of Understanding between Clackamas County and Colton School District.

Respectfully submitted,

Nancy Bush, Director

# FACILITIES USE AGREEMENT

between the  
Colton School District  
and  
Clackamas County

This Facilities Use Agreement (this “Agreement”) is entered into this 10 day of December, 2019, by and between the Colton School District, hereinafter referred to as Partner, and Clackamas County, hereinafter referred to as County.

WHEREAS, Clackamas County is the Local Public Health Authority under ORS Chapter 431 for all cities and unincorporated areas within its borders; and

WHEREAS, the County is authorized by ORS Chapter 401 to establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency; and

WHEREAS, the County and Partner desire to establish a relationship of cooperation in the event of a natural or human-caused public health or other emergency in Clackamas County where mass care, vaccination, medication, commodity (e.g., food, water) distribution centers and/or other activities become necessary for emergency activities; and

WHEREAS, the Partner is the owner of certain real property described as [INSERT] (the “Property”) that can accommodate mass care, vaccination, medication, commodity distribution, and other activities that, in the event of a public health and/or other related regional emergency, would assist the County in performing its functions described above; and

WHEREAS, the County and Partner desire to establish an agreement for use of Partner’s Property in advance of potential public health or natural disasters;

NOW, THEREFORE, in consideration of the mutual obligations as described in this Agreement, the parties understand that:

A. Use of Property: Partner hereby grants County the right to use the Property for the following purposes, together with any use reasonably related to the same:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Point of distribution (vaccines, medication, commodities (e.g. food, water)) | <input checked="" type="checkbox"/> Landing zones  |
| <input checked="" type="checkbox"/> Sheltering for community members   | <input checked="" type="checkbox"/> Community reception / reunification / assistance centers |
| <input type="checkbox"/> Sheltering for small animals  | <input checked="" type="checkbox"/> Children disaster services                               |
| <input type="checkbox"/> Sheltering for large animals  | <input checked="" type="checkbox"/> Community meetings                                       |
| <input type="checkbox"/> Long-term housing trailers  | <input checked="" type="checkbox"/> General emergency response/coordination                  |
|  | <input type="checkbox"/> Other (described in an attachment hereto)                           |

- B. Term: this Agreement shall be effective upon execution and shall terminate (1) upon mutual written consent of the parties; (2) for convenience following thirty (30) days' written notice to the other party, or (3) upon breach of the terms of this Agreement.
- C. Compensation: County shall compensate Partner as follows [CHECK ONE]:
- Partner agrees not to charge any fee for County's use of the Property.
  - County will pay Partner the sum of \$ [INSERT COMPENSATION SCHEDULE].
- D. Dates of Use: Upon notice by County of the occurrence of an emergency or other event necessitating County's requested use of the Property, Partner shall vacate the Property, or portions thereof, at a date and time mutually agreed upon by the parties.
- E. Partner's Responsibilities: Partner's responsibilities for County's use of the Property are as follows:
- a) Partner makes no warranty or representation about the Property. County accepts the Property "AS IS." The parties will jointly conduct a pre-occupancy survey of the Property before County takes possession, and agree to record any existing damage or conditions.
  - b) Partner shall make personnel available, at County's expense, to address facility-related issues that may occur during the time the County is making use of the Property.
  - c) Partner shall identify and maintain a current contact list, attached hereto as Attachment A and incorporated by this reference herein, for the following applicable Property-related contacts:
    - 1. Security systems;
    - 2. Electrical systems;
    - 3. Refrigeration systems;
    - 4. Heating and cooling; and
    - 5. Facilities Management.
  - d) Unless otherwise agreed to by the parties in writing, Partner shall be responsible for all utility services, and associated fees and charges, to the Property.
- F. County's Responsibilities: County's responsibilities for use of the Property are as follows:
- a) County agrees to leave the Property in its original, clean condition. County will remove all equipment and personal property brought onto the Property. County will use reasonable care to prevent damage to the Property. County shall be responsible for any cleaning, repair, or remediation costs arising from or related to County's use of the Property.

- b) The County will not make any changes or modifications to the facilities without Partner's prior written approval.
  - c) The County will notify Partner as soon as practicable when the Property has been cleared and is available for re-occupancy by the Partner.
- G. Indemnification: Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 – 30.300) and the Oregon Constitution, Article XI, Section 10, County agrees to defend, indemnify and hold the Partner harmless from any loss, damage, injury, claim, or demand caused by the negligent or willful acts of the County or its officers, elected officials, employees, agents, or anyone over which the County has a right to control.
- H. Insurance. The parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- I. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon. Any claim between County and Partner that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- J. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- K. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- L. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- M. Independent Contractor. Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties

any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

- N. No Third-Party Beneficiary. Partner and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- O. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- P. Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. Contact Information

Unless specified otherwise, for purposes of this Agreement the following persons will serve as the official points of contact for each party:

Clackamas County Disaster Management  
Sarah Eckman  
Administrative Services Manager  
2200 Kaen Road  
Oregon City, OR 97045  
(503) 655-8378  
[sarahste@clackamas.us](mailto:sarahste@clackamas.us)

Colton School District  
Koreen Barreras-Brown  
Superintendent  
30429 S Grays Hill Rd  
Colton, OR 97017  
(503) 824-3535  
[superintendent@colton.k12.or.us](mailto:superintendent@colton.k12.or.us)

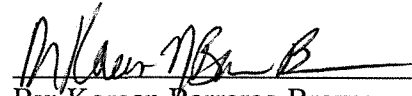
*(Signature Page Follows)*

SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT BETWEEN CLACKAMAS COUNTY AND COLTON SCHOOL DISTRICT FOR USE OF COLTON MIDDLE SCHOOL FACILITY

CLACKAMAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

COLTON SCHOOL DISTRICT

\_\_\_\_\_  
Chair

  
\_\_\_\_\_

By: Koreen Barreras-Brown

Title: Superintendent

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel



## ATTACHMENTS

### COLTON SCHOOL DISTRICT

**Facility Physical Address: 30429 S Grays Hill Rd, Colton, OR 97017**

The following are primary decision maker contacts for the above listed facility in order of first responsibility as of December 10, 2019:

Call down order	Name	Title/Role	Office Phone	Cell Phone	Email
1	Koreen Barerras-Brown	Superintendent	503-824-3535	503-855-8236	superintendent@colton.k12.or.us
2	Chris Gibb	Exec Director of Operations	503-824-3535	503-724-8538	businessmanager@colton.k12.or.us
3					
4					
5					
6					

Contacts for key facility systems are:

System	Name	Title/Role	Office Phone	Cell Phone	Email
Security	Eric Bjarnson	Maintenance Lead		503-550-0294	bjarnsone@colton.k12.or.us
Electrical	Eric Bjarnson	Maintenance Lead		503-550-0294	bjarnsone@colton.k12.or.us
Refrigeration	Eric Bjarnson	Maintenance Lead		503-550-0294	bjarnsone@colton.k12.or.us
Heating and cooling	Eric Bjarnson	Maintenance Lead		503-550-0294	bjarnsone@colton.k12.or.us
Facilities Management	Eric Bjarnson	Maintenance Lead		503-550-0294	bjarnsone@colton.k12.or.us



Business Manager &lt;businessmanager@colton.k12.or.us&gt;

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## Clackamas County Disaster Management Facility Use agreement

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Ingersoll, Kirsten <KIngersoll@clackamas.us>

Thu, Nov 14, 2019 at 3:50 PM

To: "businessmanager@colton.k12.or.us" <businessmanager@colton.k12.or.us>

Cc: "Eckman, Sarah" <SarahSte@clackamas.us>

Hi Chris-

It was great speaking with you. It sounds like the Colton Middle School would be a better site to put in place a facility use agreement. I have attached the agreement. Please let me know if there is any additional information you'd like from us.

I did reach out to the Red Cross to see if they need their previous agreement with you to be updated.

Thank you,

*Kirsten Ingersoll*

Public Health Emergency Preparedness Coordinator

Clackamas County Public Health Division

Public Services Building

2051 Kaen Rd. Oregon City, OR 97045

(503) 742-5954

Clackamas County Public Health Division is available 24/7 to respond to public health emergencies and for reporting potentially infectious diseases.

**To report, please call 503-655-8411.**

The information in this message may be legally privileged and confidential, and is intended only for the use of the designated recipient. Any review, dissemination, distribution, discussion, disclosure, or copying of this message by anyone other than the intended recipient is strictly prohibited. If the reader has received this communication in error, please notify the sender and destroy the original message. The confidentiality of replies to this message cannot be guaranteed unless the replies are encrypted.



**CC Facility Agreement Template.Rev.1.14.2019- approved A Naylor 011419 FINAL.docx**  
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