

# AGENDA

**Thursday, July 6, 2017 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

**II. PUBLIC DISCUSSION ITEM** *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

**Public & Government Affairs**

1. Resolution No. \_\_\_\_\_ Reaffirming Clackamas County's Commitment to Combat Climate Change (Gary Schmidt, Public & Government Affairs)

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

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

1. Approval of an Intergovernmental Agreement between Community Solutions for Clackamas County and the State of Oregon Department of Energy for Weatherization Services – *Community Solutions*
2. Approval of Service Contract Renewals between Clackamas County and Alpha Energy Savers, Inc.; Green Energy Solutions, Inc.; Green Horizons Weatherization LLC; Performance Insulation and Energy Services, Inc.; Richart Family Inc. and Energy Comfort and Construction LLC for Multiple Weatherization Projects – *Community Solutions*
3. Approval of Amendment No. 8 to the Neighborhood Stabilization Program 1 Agreement with Oregon Housing and Community Services for the Transfer of Program Income – *Housing & Community Development*

4. Approval of Amendment No. 5 to the Neighborhood Stabilization Program 2 Agreement with Oregon Housing and Community Services for the Transfer of Program Income – *Housing & Community Development*
5. Approval of Amendment No. 2 to the Neighborhood Stabilization Program 3 Agreement with Oregon Housing and Community Services for Grant Closeout – *Housing & Community Development*
5. Approval of Amendment No. 4 to the Intergovernmental Agreement with Multnomah County, for a Public Health Officer – *Public Health*
7. Approval of an Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman Community Living for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites – *Social Services*
8. Approval of an Interagency Agreement with North Clackamas Parks & Recreation District, Milwaukie Center, to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
9. Approval of an Agency Service Agreement with Clackamas Women’s Services for Emergency Shelter for Victims of Domestic Violence – *Social Services*

**B. Juvenile Department**

1. Approval of Personal Services Contract Amendment No. 2 and Renewal No. 2 with the Boys and Girls Aid Society to Provide Emergency Shelter Services for Youth - *Procurement*

**C. Business & Community Services**

1. Approval of a Memorandum of Understanding between the Local Workforce Development Board, Clackamas Workforce Partnership, and Others Relating to the Operation of the WorkSource Clackamas One-Stop Service Delivery System

**IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of a Grant Agreement with the Oregon State Marine Board as part of the Maintenance Assistance Program for FY 2017-18
2. approval of Amendment No. 2 to an Agreement with Enviser, Inc. for Full Coverage Mechanical Services to Maintain Facility Equipment at the North Clackamas Aquatic Park - *Procurement*

**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.** [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



July 6, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Resolution Reaffirming Clackamas County's Commitment to Combat Climate Change

Purpose/Outcome	To reiterate Clackamas County's understanding of the reality and challenges of climate change, and support for efforts to combat and adapt to climate change
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Ongoing
Previous Board Action/Review	Approved: <ul style="list-style-type: none"> <li>• <i>Action Plan for a Sustainable Clackamas County, 2008;</i></li> <li>• <i>Strategic goal to Honor, Utilize, Promote and Invest in Our Natural Resources, 2014;</i></li> <li>• <i>Resolution Adopting a County Energy Policy and Goals, 2016</i></li> </ul>
Strategic Plan Alignment	Supports strategic goal to: Honor, Utilize, Promote and Invest in Our Natural Resources
Contact Person	Gary Schmidt, Public and Government Affairs, 503-742-5908

**BACKGROUND:**

Climate change and its impact are increasingly apparent in Clackamas County, the Northwest and around the world, and the commitment to combat and adapt to it varies. It is important for the Clackamas County Board to affirm to its constituents and partners that it is aware of the growing risk and opportunities presented by climate change, and is and will continue to take action to respond to those risks and opportunities in a fiscally-responsible manner to meet the needs of the entire county.

**RECOMMENDATION:**

Staff respectfully recommends that the Board adopt the attached resolution.

Sincerely,

Gary Schmidt, Director  
Public and Government Affairs

**In the Matter of Reaffirming  
Clackamas County's Commitment to  
Combat Climate Change**

Resolution No.  
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**WHEREAS**, in 2008, the Clackamas County Board of Commissioners approved a *Resolution for a Sustainable Clackamas County* to meet or exceed global targets for mitigating climate change, reducing emissions in county operations, and promoting sustainable practices and alternative transportation options; and

**WHEREAS**, in 2008, the Clackamas County Board of Commissioners adopted an *Action Plan for a Sustainable Clackamas County* in 2008 with seven goals, including to become carbon neutral, support energy efficiency, support green standards for development and infrastructure, and protect and restore lands, water and air that support natural systems; and

**WHEREAS**, in 2014, the Clackamas County Board of County Commissioners adopted a strategic plan, *Performance Clackamas*, which sets the goal to: *Honor, Utilize, Promote and Invest in our Natural Resources*; and

**WHEREAS**, in 2016, the Clackamas County Board of Commissioners passed a *Resolution Adopting a County Energy Policy and Goals*, which included reducing 2016 energy usage by five percent by 2020; and

**WHEREAS**, Clackamas County has taken numerous steps to conserve energy and reduce its own carbon footprint.

**WHEREAS**, Clackamas County has a nationally-recognized sustainability certification program that supports local businesses, initiates grants for healthy local watersheds, and provides energy conservation and weatherization services for lower-income county residents; and

**WHEREAS**, Clackamas County recognizes the projected negative impacts of climate change on public health safety, and well-being, as well as the impacts of climate change to our natural resources and our agricultural economy; and

**WHEREAS**, Clackamas County is an active supporter of the federally-funded Congestion Mitigation and Air Quality (CMAQ) program to improve air quality and mitigate congestion, and has used those funds to plan and implement Intelligent Transportation System Freight Plan projects; and

**In the Matter of Reaffirming  
Clackamas County's Commitment to  
Combat Climate Change**

Resolution No.  
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**WHEREAS**, Clackamas County, with its mix of urban, rural and wild areas, is well-positioned to reap economic benefits from climate-friendly practices like clean energy production, biofuels, alternatives to diesel, cross-laminated timber construction and the carbon-storage benefits of good agricultural practices; and

**WHEREAS**, Clackamas County is committed to promoting economic vitality and protecting the health and well-being of all our residents, and understands that action to combat and adapt to climate change is necessary.

**NOW THEREFORE**, the Clackamas County Board of Commissioners does hereby resolve to:

*Reaffirm the goals and actions in the previously-approved Resolution for a Sustainable Clackamas County, Action Plan for a Sustainable Clackamas County, and Resolution Adopting a County Energy Policy and Goals,*

*Renew its commitment to policies and practices, both within county government and throughout the community, that respond to the need to combat and adapt to climate change, for the sake of the future of our residents and our economy.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

July 6, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) Between  
Community Solutions for Clackamas County and State of Oregon Department of Energy  
for Weatherization Services

<b>Purpose/Outcomes</b>	Provides funding for the Clackamas County Weatherization Program to install cost effective energy conservation measures in qualified dwellings.
<b>Dollar Amount and Fiscal Impact</b>	The IGA total is \$25,000 revenue
<b>Funding Source</b>	State of Oregon Department of Energy. No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on June 30, 2018.
<b>Previous Board Action</b>	The original contract was approved by the Board of County Commissioners on July 16, 2009 - agenda item #071609-III1
<b>Strategic Plan Alignment</b>	1. Provide energy education, dwelling assessment, and energy efficiency services to lower-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes. 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Jacque Meier 503-650-3339
<b>Contract No.</b>	H3S Contract #8373

**BACKGROUND:**

Community Solutions for Clackamas County (CSCC) a division of Health Housing and Human Services Department request the approval of an IGA with the State of Oregon Department of Energy to reimburse the Clackamas County Weatherization Program for cost effective energy conservation measures. Measures are installed in qualified, privately owned, lower income households that heat with oil, propane, kerosene, butane or wood. Upon eligibility determination, an energy audit will be performed to determine cost effective energy saving measures to be installed. These measures may include insulation, air sealing measures, installation of programmable thermostats, furnace replaces, window replacements and door replacements.

This IGA was reviewed and approved by County Counsel on August 29, 2016.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

## INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Energy ("Agency") and Community Solutions for Clackamas County ("Local Government"), each a "Party" and, together, the "Parties."

### SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

### SECTION 2: PURPOSE

The purpose of the State Home Oil Weatherization (SHOW) Program is to serve eligible Oregon households that heat with oil, propane, kerosene, butane or wood by providing rebates to install energy saving measures. This Grant Agreement provides funding to local government to support low-income households with weatherization and energy conservation measures for eligible recipients.

### SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2017, or the date of the last signature, whichever occurs last ("Effective Date"), and terminates on June 30, 2018, unless terminated earlier in accordance with Section 16. Notwithstanding the Agreement's Effective Date, Local Government's obligations under this Agreement shall become effective on July 1, 2017.

### SECTION 4: AUTHORIZED REPRESENTATIVES

#### 4.1 AGENCY'S AUTHORIZED REPRESENTATIVE IS:

Deby Davis, RETC Lead Worker  
550 Capitol St NE  
Salem, OR 97301  
(503) 378-8351 Office  
(503) 373-7806 Fax  
[deby.s.davis@oregon.gov](mailto:deby.s.davis@oregon.gov)

#### 4.2 LOCAL GOVERNMENT'S AUTHORIZED REPRESENTATIVE IS:

Jacque Meier  
112 11<sup>th</sup> Street  
Oregon City, OR 97045  
(503) 650-3339 Office  
[jacquemei@co.clackamas.or.us](mailto:jacquemei@co.clackamas.or.us)

#### 4.3 A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.

## SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 LOCAL GOVERNMENT SHALL PERFORM THE WORK SET FORTH ON EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
- 5.2 AGENCY SHALL PAY LOCAL GOVERNMENT AS DESCRIBED IN SECTION 6.

## SECTION 6: COMPENSATION AND PAYMENT TERMS

Agency shall reimburse Local Government, up to but not in excess of \$25,000.00 for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of Local Government under this Agreement. Payment will be made monthly, for work performed to Agency's satisfaction during the prior month, after submission of a satisfactory reimbursement request.

## SECTION 7: RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## SECTION 8: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of Agency.

## SECTION 9: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 9.1 Local Government is a county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 9.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 9.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;



- 9.4** Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 9.5** Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

## **SECTION 10: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State or Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 11: OWNERSHIP OF WORK PRODUCT**

- 11.1** As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 11.1.1** "Local Government Intellectual Property" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
- 11.1.2** "Third Party Intellectual Property" means any intellectual property owned by parties other than Local Government or Agency.
- 11.1.3** "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

- 11.2** All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Agency. Agency and Local Government agree that all Work Product created by Local Government under this Agreement is "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 11.3** If Work Product is Local Government Intellectual Property, a derivative work based on Local Government Intellectual Property or a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local

Government Intellectual Property and the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 11.4** If Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, no-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 11.5** If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

## **SECTION 12: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon." In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTING OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 13: LOCAL GOVERNMENT DEFAULT**

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 13.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in any involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

- 13.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee receiver custodian liquidator or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgement, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 14: AGENCY DEFAULT**

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

## **SECTION 15: REMEDIES**

- 15.1** In the event Local Government is in default under Section 13, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 7 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 15.2** In the event Agency is in default under Section 14 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 15.2, Local Government shall promptly pay any excess to Agency.

## **SECTION 16: TERMINATION**

**16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

**16.2** Agency may terminate this Agreement as follows:

**16.2.1** Upon 30 days advance written notice to Local Government;

**Intergovernmental Grant Agreement  
State Home Oil Weatherization  
ODOE IGA 17-016**

- 16.2.2** Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
  - 16.2.3** Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
  - 16.2.4** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or
  - 16.2.5** As otherwise expressly provided in this Agreement.
- 16.3** Local Government may terminate this Agreement as follows:
- 16.3.1** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
  - 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned source;
  - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
  - 16.3.4** As otherwise expressly provided in this Agreement.
- 16.4** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

## **SECTION 17: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 18: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, facsimile, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 18. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 19: SURVIVAL**

All rights and obligations of the Parties under this Agreement shall cease upon termination of this Agreement, other than the rights and obligations arising under Sections 11, 12, 19, 22 and 29 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 20: SEVERABILITY**

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

## **SECTION 21: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 22: LIMITATION OF LIABILITY AND INSURANCE**

- 22.1** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 29, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.
- 22.2** Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

## **SECTION 23: RECORDS**

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever

date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in QAR Chapter 166.

## **SECTION 24: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **SECTION 25: NO THIRD PARTY BENEFICIARIES**

Agency and Local Government are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 26: FORCE MAJEURE**

Neither Party is responsible for any failure to perform, or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 27: MERGER, WAIVER AND MODIFICATION**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 28: SUBCONTRACTS AND ASSIGNMENT**

- 28.1 Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.
- 28.2 Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 29: CONTRIBUTION**

- 29.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 29 with respect to the Third Party Claim.
- 29.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgements, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgements, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 29.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgements, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 30: TIME IS OF THE ESSENCE**

Time is of the essence in Local Government's performance of its obligations under this Agreement.

## **SECTION 31: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

### SECTION 32: ADDITIONAL PROVISIONS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

### SECTION 33: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A - Statement of Work, Exhibit B - Insurance, and Exhibit C - Additional Requirements.

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

STATE OF OREGON acting by and through its

#### OREGON DEPARTMENT OF ENERGY

\_\_\_\_\_  
Michael Kaplan, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Blake Johnson  
Chief Financial Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jan Lemke  
Designated Procurement Officer

\_\_\_\_\_  
Date

Address:  
550 Capitol St NE  
Salem, OR 97301

Federal ID Number: 93-0643773

Approved for Legal Sufficiency in accordance with ORS 291.047

**NOT REQUIRED**

Assistant Attorney General

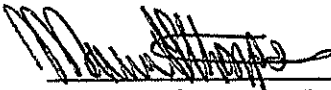
#### COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

\_\_\_\_\_  
Richard Swift, Director  
Dept of Health, Housing & Human Services

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maureen Thompson, Director  
Community Solutions for Clackamas  
County

6/26/17  
\_\_\_\_\_  
Date

Federal ID Number: 93-6002286



July 6, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Service Contract Renewals between Clackamas County and Alpha Energy Savers, Inc.; Green Energy Solutions, Inc.; Green Horizons Weatherization LLC; Performance Insulation and Energy Services, Inc.; Richart Family Inc. and Energy Comfort and Construction LLC for multiple weatherization projects

<b>Purpose/Outcomes</b>	Extend Community Solutions for Clackamas County Weatherization's program general contractor pool to carry out contract for services. Work will be completed on privately owned lower income dwellings located throughout Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	Renewals increase each contract by \$350,000. Weatherization has a \$2,534,290 budget for delivery of contracted services in FY 2017/2018.
<b>Funding Sources</b>	US Department of Energy, Low-Income Energy Assistance Program, Energy Conservation Helping Oregonians, Bonneville Power Association and leveraged private utility funds. No County General Funds are involved.
<b>Duration</b>	Contract will be renewed for one (1) additional year with a new expiration date of June 30 <sup>th</sup> , 2018.
<b>Previous Board Action</b>	These renewals were previously approved by the Board on March 5, 2015.
<b>Strategic Plan Alignment</b>	1. Provide energy education, dwelling assessment, and energy efficiency services to lower-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes. 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Jacque Meier 503-650-3339
<b>Contract No.</b>	CSCC

**BACKGROUND:**

Community Solutions for Clackamas County (CSCC) a division of Health Housing and Human Services Department request the approval of these renewals for General Contractor Services to perform weatherization work on privately owned county residences. This work may include insulation, air sealing measures, installation of programmable thermostats, furnace replacement, and window and door replacement.

These renewals have been reviewed and approved by County Counsel through Procurement.

**RECOMMENDATION:**

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

Respectfully submitted,

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

**AMENDMENT #2 / RENEWAL #2**

**TO THE CONTRACT DOCUMENTS WITH ALPHA ENERGY SAVERS, INC FOR GENERAL CONTRACTOR'S SERVICES FOR CLACKAMAS COUNTY'S WEATHERIZATION PROGRAM**

This Amendment #2 / Renewal #2 is entered into between **Alpha Energy Savers, Inc.** ("Contractor") and Clackamas County by and through Health, Housing and Human Services ("County") and it shall become part of the Contract documents entered into between both parties on March, 9, 2015.

The Purpose of the Amendment #2 / Renewal #2 is to make the following changes to the Contract;

1. Section I. SERVICES TO BE PROVIDED: County is exercising its option to renew this Contract for one (1) additional year. The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**.
2. Section II. COMPENSATION: The maximum County fiscal year compensation allowed under this Contract is **\$350,000.00**, with a maximum Contract compensation not to exceed \$975,000.00.

Original Contract Amount	\$ 250,000.00
Amendment #1 / Renewal #1	\$ 375,000.00 and adjusted time to fiscal year
<b>Amendment #2 / Renewal #2</b>	<b>\$ 350,000.00</b>
<b>Contract Total</b>	<b>\$ 975,000.00</b>

3. Section X. TERMINATION – AMENDMENT: Item A is hereby deleted in its entirety and replaced with:

**X. TERMINATION - AMENDMENT**

- A. TERMINATIONS. This Contract may be terminated for the following reasons:
  - 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days' written notice to the Contractor; 2) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; 3) This Contract may also be immediately terminated by County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may

terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

4. ADD Section XI. Execution and Counterparts:

XI. EXECUTION AND COUNTERPARTS:

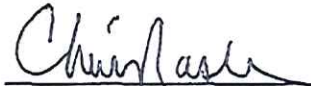
This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #2 / Renewal #2, effective upon the date of the last signature below.

Alpha Energy Savers  
14548 SE 172<sup>nd</sup>  
Clackamas, OR 97015

Clackamas County Board of County  
Commissioners by:

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Richard Swift, Director

Cheryl Nash / Operations Manager  
Name / Title (Printed)

\_\_\_\_\_  
Date

6/8/17  
Date

503.239.6520  
Telephone

Approved as to Form:

135423-11  
Oregon Business Registry #

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

DBC / Oregon  
Entity Type / State of Formation

20 June 2017  
Date

34972  
Oregon CCB #

**AMENDMENT #2 / RENEWAL #2**

**TO THE CONTRACT DOCUMENTS WITH GREEN ENERGY SOLUTIONS, INC. FOR  
GENERAL CONTRACTOR'S SERVICES FOR CLACKAMAS COUNTY'S WEATHERIZATION  
PROGRAM**

This Amendment #2 / Renewal #2 is entered into between **Green Energy Solutions, Inc.** ("Contractor") and Clackamas County by and through Health, Housing and Human Services ("County") and it shall become part of the Contract documents entered into between both parties on March, 9, 2015.

The Purpose of the Amendment #2 / Renewal #2 is to make the following changes to the Contract;

1. **Section I. SERVICES TO BE PROVIDED:** County is exercising its option to renew this Contract for one (1) additional year. The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**.
2. **Section II. COMPENSATION:** The maximum County fiscal year compensation allowed under this Contract is **\$350,000.00**, with a maximum Contract compensation not to exceed \$975,000.00.

Original Contract Amount	\$ 250,000.00
Amendment #1 / Renewal #1	\$ 375,000.00 and adjusted time to fiscal year
<b>Amendment #2 / Renewal #2</b>	<b>\$ 350,000.00</b>
<b>Contract Total</b>	<b>\$ 975,000.00</b>

3. **Section X. TERMINATION – AMENDMENT:** Item A is hereby deleted in its entirety and replaced with:

**X. TERMINATION - AMENDMENT**

- A. **TERMINATIONS.** This Contract may be terminated for the following reasons:
  - 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days' written notice to the Contractor; 2) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; 3) This Contract may also be immediately terminated by County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may

terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

4. ADD Section XI. Execution and Counterparts:

XI. EXECUTION AND COUNTERPARTS:

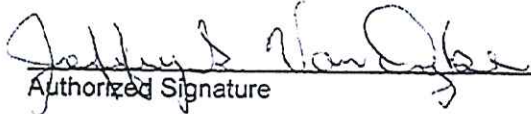
This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

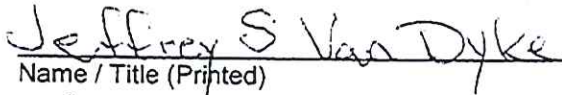
By signature below, the parties agree to this Amendment #2 / Renewal #2, effective upon the date of the last signature below.

Green Energy Solutions, Inc.  
23515 NW Clara Lane, Ste. 150  
Hillsboro, OR 97124

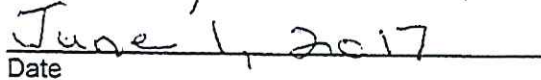
Clackamas County Board of County  
Commissioners by:

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Richard Swift, Director

  
\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

503-615-4242  
\_\_\_\_\_  
Telephone

Approved as to Form:

604302-96  
\_\_\_\_\_  
Oregon Business Registry #

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

DBC / Oregon  
\_\_\_\_\_  
Entity Type / State of Formation

  
\_\_\_\_\_  
Date

187201  
\_\_\_\_\_  
Oregon CCB #

**AMENDMENT #2 / RENEWAL #2**

**TO THE CONTRACT DOCUMENTS WITH GREEN HORIZON WEATHERIZATION LLC FOR  
GENERAL CONTRACTOR'S SERVICES FOR CLACKAMAS COUNTY'S WEATHERIZATION  
PROGRAM**

This Amendment #2 / Renewal #2 is entered into between **Green Horizon Weatherization LLC** ("Contractor") and Clackamas County by and through Health, Housing and Human Services ("County") and it shall become part of the Contract documents entered into between both parties on March, 9, 2015.

The Purpose of the Amendment #2 / Renewal #2 is to make the following changes to the Contract;

1. Section I. SERVICES TO BE PROVIDED: County is exercising its option to renew this Contract for one (1) additional year. The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**.
2. Section II. COMPENSATION: The maximum County fiscal year compensation allowed under this Contract is **\$350,000.00**, with a maximum Contract compensation not to exceed \$975,000.00.

Original Contract Amount	\$ 250,000.00
Amendment #1 / Renewal #1	\$ 375,000.00 and adjusted time to fiscal year
<b>Amendment #2 / Renewal #2</b>	<b>\$ 350,000.00</b>
<b>Contract Total</b>	<b>\$ 975,000.00</b>

3. Section X. TERMINATION – AMENDMENT: Item A is hereby deleted in its entirety and replaced with:

**X. TERMINATION - AMENDMENT**

- A. **TERMINATIONS**. This Contract may be terminated for the following reasons:
  - 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days' written notice to the Contractor;
  - 2) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed;
  - 3) This Contract may also be immediately terminated by County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within ten (10) business days;
  - 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may

terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

4. ADD Section XI. Execution and Counterparts:

XI. EXECUTION AND COUNTERPARTS:

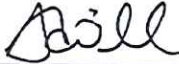
This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #2 / Renewal #2, effective upon the date of the last signature below.

Green Horizon Weatherization LLC  
2282 NW Thurman Street, #3  
Portland OR 97210

Clackamas County Board of County  
Commissioners by:



Authorized Signature

Richard Swift, Director

Adam Clardy-O'Neal

Name / Title (Printed)

Date

6/1/2017

Date

(971) 645-2364

Telephone

Approved as to Form:

638067-99

Oregon Business Registry #

County Counsel

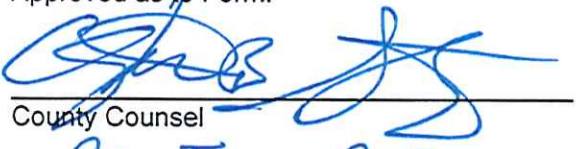
DLLC / Oregon

Entity Type / State of Formation

Date

188797

Oregon CCB #



20 June 2017

**AMENDMENT #2 / RENEWAL #2**

**TO THE CONTRACT DOCUMENTS WITH PERFORMANCE INSULATION & ENERGY SERVICES INC., FOR GENERAL CONTRACTOR'S SERVICES FOR CLACKAMAS COUNTY'S WEATHERIZATION PROGRAM**

This Amendment #2 / Renewal #2 is entered into between **Performance Insulation & Energy Services Inc.**, ("Contractor") and Clackamas County Health, Housing and Human Services ("County") and it shall become part of the Contract documents entered into between both parties on March, 9, 2015.

The Purpose of the Amendment #2 / Renewal #2 is to make the following changes to the Contract;

1. Section I. SERVICES TO BE PROVIDED: County is exercising its option to renew this Contract for one (1) additional year. The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**.
2. Section II. COMPENSATION: The maximum County fiscal year compensation allowed under this Contract is **\$350,000.00**, with a maximum Contract compensation not to exceed \$975,000.00.

Original Contract Amount	\$ 250,000.00
Amendment #1 / Renewal #1	\$ 375,000.00 and adjusted time to fiscal year
<b>Amendment #2 / Renewal #2</b>	<b>\$ 350,000.00</b>
<b>Contract Total</b>	<b>\$ 975,000.00</b>

3. Section X. TERMINATION – AMENDMENT: Item A is hereby deleted in its entirety and replaced with:

**X. TERMINATION - AMENDMENT**

- A. **TERMINATIONS.** This Contract may be terminated for the following reasons:
  - 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days' written notice to the Contractor;
  - 2) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed;
  - 3) This Contract may also be immediately terminated by County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within ten (10) business days;
  - 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may



terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

4. ADD Section XI. Execution and Counterparts:

XI. EXECUTION AND COUNTERPARTS:

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #2 / Renewal #2, effective upon the date of the last signature below.

Performance Insulation & Energy Services Inc.  
12700 SW Hall Blvd., Suite F  
Tigard, OR 97223

Clackamas County Board of County  
Commissioners by:

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Richard Swift, Director

Ryan D Reed / President  
\_\_\_\_\_  
Name / Title (Printed)

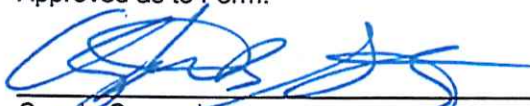
\_\_\_\_\_  
Date

6.5.2017  
\_\_\_\_\_  
Date

503-707-6078  
\_\_\_\_\_  
Telephone

Approved as to Form:

924729-96  
\_\_\_\_\_  
Oregon Business Registry #

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

DBC / Oregon  
\_\_\_\_\_  
Entity Type / State of Formation

20 June 2017  
\_\_\_\_\_  
Date

199448  
\_\_\_\_\_  
Oregon CCB #

**AMENDMENT #2 / RENEWAL #4**

**TO THE CONTRACT DOCUMENTS WITH RICHART FAMILY INC. FOR WEATHERIZATION  
CONTRACTOR SERVICES**

This Amendment #2 / Renewal #4 is entered into between **Richart Family Inc.** ("Contractor") and Clackamas County by and through Health, Housing and Human Services ("County") and it shall become part of the Contract documents entered into between both parties on September 26, 2013.

The Purpose of the Amendment #2 / Renewal #4 is to make the following changes to the Contract;

1. Section I. SCOPE: County is exercising its option to renew this Contract for one (1) additional year. This is the final renewal available on this Contract. The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**.
2. Section II. COMPENSATION: The maximum County fiscal year compensation allowed under this Contract is **\$350,000.00**.
3. Section IX. TERMINATION – AMENDMENT: Item A is hereby deleted in its entirety and replaced with:  
IX. TERMINATION - AMENDMENT

A. TERMINATIONS. This Contract may be terminated for the following reasons: 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days' written notice to the Contractor; 2) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; 3) This Contract may also be immediately terminated by County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

4. ADD Section X. Execution and Counterparts:

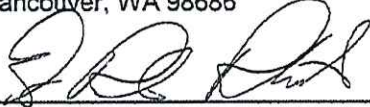
X. EXECUTION AND COUNTERPARTS:

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #2 / Renewal #4, effective upon the date of the last signature below.

Richart Family Inc.  
14600 NE 20<sup>th</sup> Avenue  
Vancouver, WA 98686

  
\_\_\_\_\_  
Authorized Signature

G. RICK RICHART - PRESIDENT  
Name / Title (Printed)

JUNE 21, 2017  
Date

(360) 798-7380  
Telephone

028372-84  
Oregon Business Registry #

FBC / Washington  
Entity Type / State of Formation

50439  
Oregon CCB #

Clackamas County Board of County  
Commissioners by:

\_\_\_\_\_  
Richard Swift, Director

\_\_\_\_\_  
Date

Approved as to Form:

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

26 June 2017  
Date

## AMENDMENT #2 / RENEWAL #4

### TO THE CONTRACT DOCUMENTS WITH ENERGY COMFORT & CONSTRUCTION LLC FOR WEATHERIZATION CONTRACTOR SERVICES

This Amendment #2 / Renewal #4 is entered into between **Energy Comfort & Construction LLC** ("Contractor") and Clackamas County by and through Health, Housing and Human Services ("County") and it shall become part of the Contract documents entered into between both parties on September 26, 2013.

The Purpose of the Amendment #2 / Renewal #4 is to make the following changes to the Contract;

1. Section I. SCOPE: County is exercising its option to renew this Contract for one (1) additional year. This is the final renewal available on this Contract. The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2018**.
2. Section II. COMPENSATION: The maximum County fiscal year compensation allowed under this Contract is **\$350,000.00**.
3. Section IX. TERMINATION – AMENDMENT: Item A is hereby deleted in its entirety and replaced with:

#### IX. TERMINATION - AMENDMENT

- A. TERMINATIONS. This Contract may be terminated for the following reasons:
  - 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days' written notice to the Contractor; 2) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; 3) This Contract may also be immediately terminated by County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

4. ADD Section X. Execution and Counterparts:

#### X. EXECUTION AND COUNTERPARTS:


This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #2 / Renewal #4, effective upon the date of the last signature below.

Energy Comfort & Construction LLC  
15635 SE 114<sup>th</sup> Ave., Ste. 110  
Clackamas, OR 97015

Clackamas County Board of County  
Commissioners by:

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Richard Swift, Director

Graciela Pepelaskov, Managing Member  
\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Date

6/5/17  
\_\_\_\_\_  
Date

503-657-3434  
\_\_\_\_\_  
Telephone

Approved as to Form:

218081-91  
\_\_\_\_\_  
Oregon Business Registry #

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

DBC / Oregon  
\_\_\_\_\_  
Entity Type / State of Formation

20 June 2017  
\_\_\_\_\_  
Date

160327  
\_\_\_\_\_  
Oregon CCB #

July 6, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment #8 to the Neighborhood Stabilization Program 1 Agreement with  
Oregon Housing and Community Services for the Transfer of Program Income

<b>Purpose/ Outcome</b>	This Amendment will close out the Neighborhood Stabilization Program 1 (NSP1) with the Oregon Housing and Community Services Department (OHCS) and allow for the County's Housing and Community Development Division to transfer approximately \$300,435.00 of NSP1 Program Income into the County's Community Development Block Grant (CDBG) Program.
<b>Dollar Amount and Fiscal Impact</b>	This Amendment will add approximately \$300,435.00 to the CDBG program, for allocation to projects within Clackamas County. No other impacts are anticipated. No General funds are impacted.
<b>Funding Source</b>	Oregon Housing and Community Services Department NSP1 funds
<b>Duration</b>	This amendment closes out the NSP1
<b>Previous Board Action/ Review</b>	NSP 1 Grant Approval, April 22, 2010
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide sustainable and affordable housing.</li> <li>2. Ensure safe, healthy and sure communities</li> </ol>
<b>Contact Person</b>	Kevin Ko – Housing and Community Development: 503-655-8359
<b>Contract No.</b>	CD-04/09/10

**BACKGROUND:** The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Amendment #8 to the NSP1 Agreement between OHCS and Clackamas County. NSP is a federal program whose purpose was to bring stability to neighborhoods that were negatively impacted by foreclosures when the housing bubble burst in 2007. The County received \$1,922,527 of NSP1 funds and made loans to help low-income families purchase foreclosed properties. As these NSP loans get repaid, the repayments are considered NSP program income and may be re-loaned for NSP eligible properties. Over the past 7 years as these loans were repaid, the county began accumulating NSP program income as NSP eligible properties became scarce. This was occurring across the nation, and HUD decided that the NSP should be closed out and any program income be transferred into the jurisdictions' CDBG program.

OHCS is the administrator of the NSP in Oregon, and is allowing its cities and counties to transfer any NSP program income being retaining into the CDBG program of each jurisdiction. Clackamas County has retained approximately \$300,435 of NSP1 program income that will be transferred into the County's CDBG program upon execution of Amendment #8 to NSP1 Agreement.

**RECOMMENDATION:** We recommend the approval of this Amendment #8 and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health, Housing Human Services

**STATE OF OREGON  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

*Neighborhood Stabilization Program I*

**GRANT AGREEMENT NO. 1088  
AMENDMENT NO. 08**

This is Amendment No.08 (the "Amendment") to Grant Agreement No.1088, dated June 24, 2009 (the "Agreement") executed by and between the State of Oregon acting by and through its Housing and Community Services Department ("OHCS"), and Clackamas County, ("Subgrantee").

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. The Agreement is hereby amended (affected language is **bolded** with new language in amended provisions indicated by underlining and deleted language in amended provisions indicated by [brackets]) by changing "5. Consideration" to read as follows:

5. Consideration

OHCS has approved for Subgrantee to transfer all Program Income currently on hand and received in the future from any NSP funded project to your current Community Block Development Grant Program (CDBG) as approved by the U.S. Department of Housing and Urban Development (HUD) stated in the Federal Register/Vol. 81, No. 114.

Subgrantee shall receipt all NSP Program Income to their Integrated Disbursement Information System (IDIS) for the current year the transfer is made, upon approval by HUD Portland Field Office. Subgrantee acknowledges all future Program Income received will not be reported to OHCS, you will continue receipting into IDIS for eligible CDBG activities. Subgrantee shall ensure all Program Income transfers will be receipted to IDIS within five (5) business days of OHCS approval. Instructions to receipt Program Income into IDIS are attached: Attachment A.

It is the Subgrantee's responsibility to determine if the CDBG Con Plan/Action Plan requires an amendment and that all NSP Program Income funds transferred are subject to all CDBG Program Income statutory and regulatory requirements.

2. Except as expressly amended above, all other terms and conditions of the Agreement remain in full force and effect.
3. The parties expressly affirm and ratify the Agreement as herein amended.
4. OHCS certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: By signature on this Amendment, the undersigned hereby certifies Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.



**AGREED:**

**SUBGRANTEE:**

Clackamas County

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Authorized by:	Title	Date
----------------	-------	------

TIN #: \_\_\_\_\_

**AGENCY:**

STATE OF OREGON ACTING BY AND THROUGH ITS  
HOUSING AND COMMUNITY SERVICES DEPARTMENT

Authorized Signature:

---

Margaret Solle Salazar, Director or designee	Date
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July 6, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment #5 to the Neighborhood Stabilization Program 2 Agreement with  
Oregon Housing and Community Services for the Transfer of Program Income

<b>Purpose/ Outcome</b>	This Amendment will close out the Neighborhood Stabilization Program 2 (NSP2) with the Oregon Housing and Community Services Department (OHCS) and allow for the County's Housing and Community Development Division to transfer approximately \$159,564.00 of NSP2 Program Income into the County's Community Development Block Grant (CDBG) Program.
<b>Dollar Amount and Fiscal Impact</b>	This Amendment will add approximately \$159,564 to the CDBG program, for allocation to projects within Clackamas County. No other impacts are anticipated. No General funds are impacted.
<b>Funding Source</b>	Oregon Housing and Community Services Department (OHCS) NSP2 funds
<b>Duration</b>	This amendment closes out the NSP2.
<b>Previous Board Action/ Review</b>	NSP 2 Grant Approval, May 6, 2010
<b>Strategic Plan Alignment</b>	1. Provide sustainable and affordable housing. 2. Ensure safe, healthy and sure communities
<b>Contact Person</b>	Kevin Ko – Housing and Community Development: 503-655-8359
<b>Contract No.</b>	CD-37-09/10

**BACKGROUND:** The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Amendment #5 to the NSP2 Agreement between OHCS and Clackamas County. NSP is a federal program whose purpose was to bring stability to neighborhoods that were negatively impacted by foreclosures when the housing bubble burst in 2007. The County received \$940,714 of NSP2 funds and made loans to help low-income families purchase foreclosed properties. As these NSP loans get repaid, the repayments are considered NSP program income and may be re-loaned for NSP eligible properties. Over the past 7 years as these loans were repaid, the county began accumulating NSP program income as NSP eligible properties became scarce. This was occurring across the nation, and HUD decided that the NSP should be closed out and any program income be transferred into the jurisdictions' CDBG program.

OHCS is the administrator of the NSP in Oregon, and is allowing its cities and counties to transfer any NSP program income being retaining into the CDBG program of each jurisdiction. Clackamas County has retained approximately \$159,564 of NSP2 program income that will be transferred into the County's CDBG program upon execution of Amendment #5 to the NSP2 Agreement.

**RECOMMENDATION:** We recommend the approval of this Amendment #5 and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health, Housing Human Services

**STATE OF OREGON  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

*Neighborhood Stabilization Program 2*

**GRANT AGREEMENT NO. 1123  
AMENDMENT NO. 05**

This is Amendment No.05 (the "Amendment") to Grant Agreement No.1123, dated April 9, 2010 (the "Agreement") executed by and between the State of Oregon acting by and through its Housing and Community Services Department ("Lead Member"), and Clackamas County Department of Community Development, ("Consortium Member").

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. The Agreement is hereby amended (affected language is **bolded** with new language in amended provisions indicated by **underlining** and deleted language in amended provisions indicated by **[brackets]**) by changing "II. Time of Performance" and "Attachment I, Sect. II Administrative Requirements, C. Reporting and Payment Procedures, 1. Program Income" to read as follows:

**II. Time of Performance**

NSP2 funding is subject to strict statutory deadlines for expenditure. The Lead Member must ensure that at least 50 percent of allocated funds are expended within two years from the date HUD signs the grant agreement and 100 percent of these funds are expended within three years from the date HUD signs the grant agreement. Services of the Consortium Member shall start on the 12<sup>th</sup> day of April, 2010 and end on the **[11<sup>th</sup> day of February, 2017] 16<sup>th</sup> day of March 2018**. The Consortium Member shall expend no less than \$1,248,765.00 by February 11, 2012 and the balance of funds by February 11, 2013. The term of this Agreement and the provisions herein shall be extended cover any additional time period during which the Consortium Member remains in control of NSP2 funds or other NSP2 assets, including program income, but the deadline for expenditure of allocated funds is absolute (absent statutory change).

**Attachment I, Sect. II Administrative Requirements, C. Reporting and Payment Procedures, 1. Program Income**

Effective when this Amendment is signed by all parties, Lead Member has approved for Consortium Member to transfer all Program Income currently on hand and received in the future from any NSP funded project to your current Community Block Development Grant Program (CDBG) as approved by the U.S. Department of Housing and Urban Development (HUD) stated in the Federal Register/Vol. 81, No. 114.

Consortium Member shall receipt all NSP Program Income to their Integrated Disbursement Information System (IDIS) for the current year the transfer is made, upon approval by HUD Portland Field Office. Consortium Member acknowledges all future Program Income received will not be reported to Lead Member, you will continue receipting into IDIS for eligible CDBG activities. Consortium Member shall ensure all Program Income transfers will be receipted to IDIS within five (5) business days of Lead Member approval. Instructions to receipt Program Income into IDIS are attached: Attachment #2.

It is the Consortium Member's responsibility to determine if the CDBG Con Plan/Action Plan requires an amendment and that all NSP Program Income funds transferred are subject to all CDBG Program Income statutory and regulatory requirements.

2. Except as expressly amended above, all other terms and conditions of the Agreement remain in full force and effect.
3. The parties expressly affirm and ratify the Agreement as herein amended.
4. Consortium Member certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: By signature on this Amendment, the undersigned hereby certifies for Consortium Member under penalty of perjury that the undersigned is authorized to act on behalf of Consortium Member and that Consortium Member is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**AGREED:**

**CONSORTIUM MEMBER:**

Clackamas County Department of Community Development

\_\_\_\_\_  
Authorized by: Title Date

TIN #: \_\_\_\_\_

**AGENCY:**

STATE OF OREGON ACTING BY AND THROUGH ITS  
HOUSING AND COMMUNITY SERVICES DEPARTMENT

Authorized Signature: \_\_\_\_\_  
Margaret Solle Salazar, Director or designee Date

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July 6, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment #2 to the Neighborhood Stabilization Program 3 Agreement with  
Oregon Housing and Community Services for Grant Closeout

<b>Purpose/ Outcome</b>	This Amendment will close out the Neighborhood Stabilization Program 3 (NSP2) with the Oregon Housing and Community Services Department (OHCS). There was no activity in the NSP3, no program income has been retained
<b>Dollar Amount and Fiscal Impact</b>	No Impact. No General funds are impacted.
<b>Funding Source</b>	Oregon Housing and Community Services Department NSP3 funds
<b>Duration</b>	This amendment closes out the NSP3.
<b>Previous Board Action/ Review</b>	NSP 3 Grant Approval, December 20, 2012
<b>Strategic Plan Alignment</b>	Provide sustainable and affordable housing. Ensure safe, healthy and sure communities.
<b>Contact Person</b>	Kevin Ko – Housing and Community Development: 503-655-8359
<b>Contract No.</b>	CD-27-12/13

**BACKGROUND:** The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Amendment #2 to the NSP3 Agreement between OHCS and Clackamas County. NSP is a federal program whose purpose was to bring stability to neighborhoods that were negatively impacted by foreclosures when the housing bubble burst in 2007. The County did not use any NSP funds, however the NSP3 Agreement was held open to allow the county to use the program if it became necessary. Amendment #2 to the NSP3 agreement will close out the NSP3 program.

**RECOMMENDATION:** We recommend the approval of this Amendment #2 and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health, Housing Human Services

STATE OF OREGON  
HOUSING AND COMMUNITY SERVICES DEPARTMENT

*Neighborhood Stabilization Program 3*

**GRANT AGREEMENT NO. 1723  
AMENDMENT NO. 02**

This is Amendment No.02 (the "Amendment") to Grant Agreement No.1723, dated December 17, 2012 (the "Agreement") executed by and between the State of Oregon acting by and through its Housing and Community Services Department ("Grantee"), and Community Development Division of the Health, Housing and Human Services Department of Clackamas County ("Subrecipient").

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. The Agreement is hereby amended (affected language is **bolded** with new language in amended provisions indicated by **underlining** and deleted language in amended provisions indicated by **[brackets]**) by changing "Exhibit B, Sect. II Administrative Requirements, C. Reporting and Payment Procedures, 1. Program Income" to read as follows:

**Exhibit B, Sect. II Administrative Requirements, C. Reporting and Payment Procedures,  
1. Program Income**

Effective when this Amendment is signed by all parties, Grantee has approved for Subrecipient to transfer all Program Income currently on hand and received in the future from any NSP funded project to your current Community Block Development Grant Program (CDBG) as approved by the U.S. Department of Housing and Urban Development (HUD) stated in the Federal Register/Vol. 81, No. 114.

Subrecipient shall receipt all NSP Program Income to their Integrated Disbursement Information System (IDIS) for the current year the transfer is made, upon approval by HUD Portland Field Office. Subrecipient acknowledges all future Program Income received will not be reported to Grantee, you will continue receipting into IDIS for eligible CDBG activities. Subrecipient shall ensure all Program Income transfers will be receipted to IDIS within five (5) business days of Grantee approval. Instructions to receipt Program Income into IDIS are attached: Attachment #1.

It is the Subrecipient's responsibility to determine if the CDBG Con Plan/Action Plan requires an amendment and that all NSP Program Income funds transferred are subject to all CDBG Program Income statutory and regulatory requirements.

2. Except as expressly amended above, all other terms and conditions of the Agreement remain in full force and effect.
3. The parties expressly affirm and ratify the Agreement as herein amended.
4. Subrecipient certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: By signature on this Amendment, the undersigned hereby certifies for Subrecipient under penalty of perjury that the undersigned is authorized to act on behalf of Subrecipient and that Subrecipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**AGREED:**

**SUBRECIPIENT:**

Community Development Division of the Health, Housing and Human Services Department of Clackamas County

\_\_\_\_\_  
Authorized by: Title Date

TIN #: \_\_\_\_\_

**AGENCY:**

STATE OF OREGON ACTING BY AND THROUGH ITS  
HOUSING AND COMMUNITY SERVICES DEPARTMENT

\_\_\_\_\_  
Authorized Signature: Margaret Solle Salazar, Director or designee Date

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July 6, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #4 to the Intergovernmental Agreement with  
Multnomah County, for a Public Health Officer

<b>Purpose/Outcomes</b>	Amendment #4 extends the term of the agreement one year and adds funding. The Health Officer provides health and medical consultation and leadership services and will serve as the Health Officer of record for Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The amendment adds \$185,438 for a new total of \$689,664
<b>Funding Source</b>	Local Public Health Authority grant funds through the Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 01, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	The Original contract was approved by the BCC. June 26, 2014 Agenda item 062614-A15, Amendment #1 July 9, 2015 Agenda item 070915-A7, Amendment #3 July 7, 2017 Agenda item 070716-A2
<b>Strategic Plan Alignment</b>	1. Efficient and effective Services 2. Build a strong infrastructure
<b>Contact Person</b>	Dawn Emerick, Public Health Director – 503-655-8479
<b>Contract No.</b>	6836-4

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #4 to the Intergovernmental Agreement with Multnomah County. The Health Officer provides health and medical consultation and leadership services and will serve as the Health Officer of record for Clackamas County.

Amendment #1: added \$165,300, extended the term through June 30, 2016 and was approved by the BCC on July 9, 2015.

Amendment #2 removed language from the monthly payment scale and reduced the number of FTE's. This did not require BCC approval.

Amendment #3 adds 169,426, bringing the contract total to \$504,226. Amendment #3 extends the term of the agreement through June 30, 2017. Amendment #3 is effective July 01, 2016 through June 30, 2017. Amendment #3 was reviewed by County Counsel on June 28, 2016.

Amendment #4 adds \$185,438, bringing the contract total to \$ \$689,664. Amendment #4 extends the term of the agreement for one year. Amendment #4 is effective July 01, 2017 through June 30, 2018. Amendment #4 was reviewed by County Counsel on June 08, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

**MULTNOMAH COUNTY**  
**INTERGOVERNMENTAL AGREEMENT AMENDMENT**  
*(Amendment to change Contract provisions during contract term)*

Contract Number 201403  
Amendment: 4

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2017 between Multnomah County, Oregon, hereinafter referred to as County, and Clackamas County, hereinafter referred to as Contractor.

The parties agree the following changes are made to Contract number 201403:

1. The renewal term of this contract is July 1, 2017 to June 30, 2018.
2. Any funding adjustment of more than ten percent (10%) between major budget categories (Personnel and Internal Services) shall require the Contractor's prior written approval. Invoices will include a breakdown of current and year-to-date totals for individual personnel and each overall major budget category.
3. Attachment B Fiscal Year 2018 Budget is added to this contract.
4. \$185,438 in funding is added to this contract for the above referenced renewal term.
5. All other terms and conditions of the contract shall remain the same.

**MULTNOMAH COUNTY, OREGON:**

**CONTRACTOR:**

County Chair or Designee: N/A

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

Date: N/A

Print Name: \_\_\_\_\_

Dept Director or Designee: Joanne Fuller (JD)

Title: \_\_\_\_\_

Date: 5/2/17

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

**REVIEWED:**

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney Bernadette Nunley/CJ

Approved as to form by: \_\_\_\_\_

Date: 05/02/17

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



**Multnomah County Health Department**  
**Tri-County Health Officer Program: Clackamas County 201403**  
**Attachment B: Fiscal Year 2018 Budget**

<b>WBS</b>	<b>WBS Title</b>	<b>Category</b>	<b>Cost Element</b>	<b>Line item</b>	<b>Total</b>
4CA97-02-1	Clackamas County	1-Personnel	60000	Permanent	\$ 106,135.00
			60130	Salary Related Expns	\$ 34,961.00
			60140	Insurance Benefits	\$ 18,082.00
		<b>1-Personnel Total</b>			<b>\$ 159,178.00</b>
		3-Materials & Services	60180	Printing	\$ 150.00
			60230	Postage	\$ 50.00
			60240	Supplies	\$ 1,225.00
			60260	Travel & Training	\$ 4,000.00
			60270	Local Travel/Mileage	\$ 500.00
		<b>3-Materials &amp; Services Total</b>			<b>\$ 5,925.00</b>
		4-Internal Services	60350	Central Indirect	\$ 4,282.00
			60355	Dept Indirect	\$ 15,074.00
			60370	Intl Svc Telephone	\$ 979.00
		<b>4-Internal Services Total</b>			<b>\$ 20,335.00</b>
<b>Grand Total</b>					<b>\$ 185,438.00</b>

July 6, 2017

Board of Commissioners,  
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with Compass Group USA, Inc. d.b.a.  
Bateman Community Living for Food Service for Five Clackamas County  
Older Americans Act Nutrition Program Meal Sites

<b>Purpose/Outcomes</b>	Agreement with Compass Group USA, Inc. d.b.a. Bateman Comm. Living to provide Food Service for five OAA funded meal sites in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$344,500. Funded by Social Services Div. agreement with Oregon Dept of Human Services, State Unit on Aging.
<b>Funding Source</b>	Federal Older American Act (OAA) - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<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>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	8358

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Agency Service Contract with Compass Group USA, Inc., dba Bateman Community Living. This agreement provides funding for food services through Compass Group USA, Inc.; d.b.a. Bateman Community Living, to five Older Americans Act (OAA) funded senior nutrition program meal sites. The sites are located in Estacada, Gladstone, Oregon City, Molalla, and Sandy and provide meals for persons age 60 and over. These meals are served at the above Sites as either the noon meal served at the Senior Center or as Meals on Wheels® delivered by a volunteer. The goal of the program is to help residents meet their nutritional and social needs. This helps them to remain independent and involved in the community as long as possible.

In December 2013 Social Services advertised for a contractor to provide Older American Act funded food services in Clackamas County during Fiscal Year 2014-15, with an option to renew for four additional years. Compass Group USA, Inc.; d.b.a. Bateman was the only responder so an agreement with them was negotiated. This is the fourth agreement under that RFP process.

Total amount of the contract is \$344,500 for up to 93,000 meals. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The contract begins July 1, 2017 and continues through June 30, 2018.

**Recommendation**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

CONTRACT FOR SERVICES

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION  
AREA AGENCY ON AGING

And

COMPASS GROUP USA, Inc., dba

BATEMAN COMMUNITY LIVING

Fiscal Year 2017-18

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## AGENCY SERVICE CONTRACT

This contract is between Clackamas County acting by and through the Health, Housing, & Human Services department, Social Services Division, hereinafter called "COUNTY," and Compass Group USA, Inc., by and through Bateman Community Living Division, hereinafter called "AGENCY."

### I. SCOPE OF SERVICES

A. AGENCY agrees to accomplish the following work under this contract:

Food Service - produce and bulk deliver meals to Five (5) Senior Nutrition Program meal sites in Clackamas County (Estacada, Gladstone, Molalla, Oregon City, and Sandy). Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal ordered and delivered from the central kitchen.

Scope of Work, Performance Standards and Guidelines for Service is Exhibit 1, attached hereto.

B. Services required under the terms of this agreement shall commence July 1, 2017. This agreement shall terminate June 30, 2018. This contract is the result of the formal proposal process conducted January 2014. This is the fourth renewal agreement under this process.

### II. COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis, as described in Exhibit 3, "Budget and Units of Service," attached hereto. The maximum net compensation is \$344,500.

B. Method of Payment. To receive payment, the Agency shall submit monthly billings and accompanying back-up reports by the 10th business day of the month following the billing period, as described in Exhibit 2. The billings and back-up reports will be on forms provided or approved by County. The billings are for:

1. Number of meals ordered by and delivered from kitchen to each of the sites.
2. Consumables or other supplies that meal sites purchase from Agency will be paid for by individual sites.
3. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such



withholding of payment for causes may continue until the Agency submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the Agency

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.

D. Access to Records. The County, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Agency which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the Agency were in excess of the amount to which the Agency was entitled, then the Agency shall repay the amount of the excess to the County.

### III. MANNER OF PERFORMANCE

A. Compliance with Applicable Laws and Regulations. The Agency shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

B. Special Federal Requirements: Older Americans Act of 1965, as amended in 2006. Common rule restricts lobbying (Volume 56, NO38 of Fed. Register, Feb. 1990).

C. Agency shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the County. Agency shall submit copies of final subcontracts to County for approval before disbursing any County funds to subcontractors to provide services under this contract.

Agency may only assign this contract to a parent or affiliated company without prior written approval of County (which shall be attached to the original contract) and subject to such conditions and provisions as County may deem necessary. No such approval by County of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County in addition to the total agreed upon price.

D. Agency certifies that it is an independent contractor and not an employee or agent of the County, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the Agency.

E. Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

#### IV. GENERAL CONDITIONS

A. Indemnity. The AGENCY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts or omissions of the AGENCY or the AGENCY's employees.

B. Insurance.

1. Commercial General Liability

Required by COUNTY                       Not required by COUNTY

Agency shall obtain, at Agency's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of the County, its officers, commissioners and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The County, at its option, may require a complete copy of the above policy.

2. Commercial Automobile Liability

Required by COUNTY                       Not required by COUNTY

Agency shall also obtain, at Agency's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000. The County, at its option, may require a complete copy of the above policy.

3. Additional Insurance Provisions. The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

4. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
5. Insurance Carrier Rating. Coverages provided by the Agency must be underwritten by an insurance company deemed reasonably acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
6. Certificates of Insurance. As evidence of the insurance coverage required by this contract, the Agency shall furnish a Certificate of Insurance to Clackamas County. No contract shall be affected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.
7. Independent Contractor Status. The service or services to be rendered under this contract are those of an independent contractor. Agency is not an officer, employee or agent of the County as those terms are used in ORS 30.265.

8. Primary Coverage Clarification. Agency's coverage will be primary in the event of a loss that is the obligation of Agency's to indemnify pursuant to this Contract.
  9. Cross-Liability Clause. A cross-liability clause or separation of insured's condition will be included in all commercial general liability, professional liability, and errors and omissions policies required by this contract.
- C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by Agency and County.

Modification of the contract shall be mandatory under the following circumstances:

1. A significant change, as determined by County, in programs content or scope of work as described in the contract or RFP for awarding of this contract.
  2. A change in any of the General or Special Provisions.
- D. Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing or delivered by certified mail or in person.

The County may terminate this contract effective upon delivery of written notice to the Agency, or at such later date as may be established by the County, under any of the following conditions:

1. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If Agency fails to provide services or reports as specified by the County in this contract.

5. If Agency fails to comply with any requirements in this contract.

Contract parties hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, epidemic, strikes, disasters, hazardous weather conditions, public enemy, legal acts or public authorities, or delays or defaults caused by public carriers, which cannot reasonable be forecast or provided against.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. Agency shall:

- (a) Make payments promptly, as due, to all persons supplying to Agency labor or materials for the prosecution of the work provided for in this contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from such Agency or subcontractor incurred in the performance of this agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. If Agency fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Agency or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Agency by reason of this agreement.

3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for

all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. Agency shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention incident to sickness and injury to the employees of Agency, of all sums which Agency agrees to pay for the services and all moneys and sums that Agency collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
  5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
  6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Contract Personnel. Agency shall have, or secure, all personnel required in performing the work and services under this contract. Further, Agency specifically agrees that its agents or employees shall possess the experience, knowledge, and skills to qualify them individually for the particular duties they perform.
1. Agency shall maintain a documented system of personnel policies and procedures that shall include, but not be limited to, an orderly system for hiring, dismissal, promotion, layoff, salary increase, fringe benefits, vacation, salary classification plan, affirmative action and other related personnel practices. A copy of the policies and procedures shall be made available to County upon request.

2. Agency shall assure that safe and healthy working conditions exist at all worksites in compliance with the Oregon Safe Employment Act and rules promulgated there under.
3. Agency's employees, volunteers or agents performing under this contract are not deemed to be employees of County in any manner whatsoever. Employees of Agency shall not be entitled to any other benefits except those provided by Agency. Agency is solely and entirely responsible for its acts and acts of its agents, employees or volunteers.
4. Agency shall maintain the following minimum standards with regard to wages and benefits for all employees:
  - a. All employees shall receive wages and benefits which are equal to the wages and benefits required by applicable state and federal laws.
  - b. Agency shall provide personnel administration based on merit principles and methods governing the appointment, promotion, transfer, layoff, removal and discipline of its employees, and other aspects of employment. All appointments and promotions shall be made on the basis of merit and fitness, as determined by a valid, reliable, competitive process.

#### G. Participant Rights

1. Client Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

2. Grievance. Agency shall comply with County Client Grievance Procedure as follows:

Any person with a complaint regarding services delivered under this contract shall report it to the meal site manager who will get full details. The meal site manager shall notify Agency and County of the nature of the complaint. Agency shall either take prompt, appropriate, corrective action or shall

promptly provide County with a factual explanation of the situation and potential solutions for resolution. County shall mediate all disputes as necessary and shall notify the complainant of the response or corrective action resolving the complaint.

3. Discrimination Prohibited. It shall be a policy of the Agency that it shall not discriminate in admission, accessibility, treatment or employment in its programs, activities and facilities on the basis of race, creed, color, sex, age, ancestry, national origin, religion or disability. Agency, and any party with which it enters into formal agreements, will comply with all requirements imposed by and pursuant to the regulations of Title VI of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973.

- H. Future Support. The County makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

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- I. Integration. This contract contains the entire agreement between the County and the Agency and supersedes all prior written or oral discussions or agreements. This contract consists of four sections plus the following attachments which by this reference are incorporated herein:

Exhibit 1 Scope of Work and Performance Standards and Guidelines  
Exhibit 2 Reporting Requirements  
Exhibit 3 Budget and Units of Service  
Exhibit 4 AGENCY Information

V. SIGNATURES

AGENCY

Compass Group USA, Inc., dba  
BATEMAN COMMUNITY LIVING

\_\_\_\_\_  
By  
Rodney Knauf  
Name

Regional Vice President –  
Bateman Community Living  
Title

\_\_\_\_\_  
Date

101 Pine Park Drive  
Street Address

Lafayette, LA 70508  
City/Zip

(404) 227-0090      (225) 208-1720  
Phone Number      Fax

56-1874931  
Tax ID Number

61-170-1327  
DUNS Number

CLACKAMAS COUNTY

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

\_\_\_\_\_  
Signing on Behalf of the Board

Richard Swift, Director  
Health, Housing, & Human Services

\_\_\_\_\_  
Date

**Exhibit 1**  
**Scope of Work and Performance**  
**Standards and Guidelines for Service**

**A. PURPOSE OF THE SERVICES**

The purpose of this contract is the cooperation of both parties in providing the Older Americans Act funded Food Service for people in Clackamas County age 60 and older. The goal in providing these services is to assist with maintaining older residents in their own homes as long as practically possible.

**B. DESCRIPTION OF SERVICES**

FOOD SERVICE - produce and bulk deliver meals to (5) Senior Nutrition Program meal sites in Clackamas County (Estacada, Gladstone, Molalla, Oregon City, and Sandy). Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. The newer DRIs include Recommended Dietary Allowances (RDA) for older adults.

**C. PERFORMANCE STANDARDS**

**FOOD SERVICES**

Objective: a. To produce and deliver contracted number of meals to specified COUNTY sites throughout the contract period.

Elements:

1. Agency submits each month's menu to County by the first day of the preceding month. Menus must meet the following standards:
  - a. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater; and meet the Dietary Guidelines for Americans as issued January, 2010. (Milk is part of Site Management.) AGENCY will use nutrient analysis software to assure meals are in compliance with nutritional requirements.
  - b. Meals must also meet the State of Oregon, Dept of Humans Services, Office of Aging and People with Disabilities, State Unit on Aging, targeted nutrient values as published in the Oregon Congregate & Home-Delivered Nutrition Program Standards. <http://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/Pages/Nutrition-Program.aspx>

- c. The cycle for the cycle menu system must be at least nine weeks long.
- d. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third DRI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the updated 2015-2020 Dietary Guidelines for Americans.  
<http://health.gov/dietaryguidelines/2015/guidelines/>
- e. Menus should reflect the tastes and appetites of the current population being served.
- f. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
  - Dessert. Dessert may be offered to increase the calorie or other required nutrient content of the meal. If provided, portion should be one-half cup per serving. For cookies, plan two small 2½" diameter or one large 4" diameter cookie. Cake piece should not be greater than 2" x 2".
  - Condiments and Garnishes. Condiments are to be used to compliment the menu. Such things are: mustard, catsup, salad dressing, lemon, cranberry sauce, tartar sauce, etc.
- g. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
- h. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day is also be encouraged.
- i. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Meal sites need to be informed of changes as soon as possible as they are required to post the menu.

Objective: b. To provide Special Diet Meals as ordered by each site.

Elements:

- 1. Menus shall be planned and meals available for the modified diets listed below:
  - a. Uncalculated Diabetic. Eliminate items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should not exceed 40% of the total calories.

- b. Moderate Sodium Restricted. Eliminate menu items or foods that are naturally high in sodium (not to exceed 1050 milligrams per meal).
- c. Low Cholesterol. Eliminate menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Site Managers are responsible for obtaining a written request for these meals from a participant's physician. Since meal site personnel cannot control what participants eat, all special diets have only moderate modifications. The responsibility to adhere to a special diet is the participant's alone.

Objective: c. To use standardized recipes and portion control.

Elements:

1. Recipes used by AGENCY should be adapted to the requirements of a Title III Senior Nutrition meal.
2. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
3. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
4. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective: d. To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. No home-canned food or raw milk may be used. Donated food that meets the above standards may be used.

Objective: e. To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

1. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months for each production kitchen.
2. A copy of each inspection report is to be kept in a file, along with a written plan (including timelines) of any required corrective action, at the production kitchen, available for COUNTY representative visits.

3. AGENCY must establish and use sanitary procedures for packaging and transporting food from central kitchen to meal sites. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
4. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the AGENCY's files.
5. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective: f. To employ qualified, trained personnel to assure satisfactory performance.

Elements:

1. AGENCY must have at least one employee at each production kitchen that has completed a community college-level food service sanitation course.
2. AGENCY must have a new employee orientation.
3. AGENCY must have a training plan that includes training for employees and supervisory staff.

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## **Exhibit 2 Reporting Requirements**

### **A. INVOICES**

Agency shall submit invoices in a format designated or approved by County. These invoices are due by the 10th working day of the subsequent month. The County shall make payment to Agency within 21 days of receipt of each invoice submitted.

Invoices for units of service provided shall bear the Agency's name and address and be signed by an authorized representative of Agency. The authorized signator shall verify that the services purchased have been performed. Invoices may be submitted electronically via e-mail as an attachment.

Agency shall submit a monthly financial summary which will itemize the number of meals bulk delivered to each site from the central kitchen.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the Agency submits required reports, performs required services, or establishes to the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the Agency.

Agency shall return to the County all funds which were expended in violation of this contract.

### **B. AUDIT/MONITORING**

Agency shall permit authorized representatives of the County and other applicable audit agencies of the state or federal government, to review the records of the Agency in order to satisfy program audit and evaluation purposes deemed necessary by the County and permitted under law.

Agency agrees to participate with the County in any evaluation project or performance report, as designated by the County or applicable state or federal agency, and to make available all information required by any such evaluation process.

### **C. ADMINISTRATION**

The County Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the County representative in matters related to this contract.

The Agency shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

**Exhibit 3  
Budget and Units of Service**

**A. BUDGET**

The County's payment to the Agency will be based on the funding amounts specified and provision of the units of service according to this Exhibit. The per meal rate will be adjusted on a quarterly, or annual, basis to reflect the projected fiscal year end total meals provided. The projection will be calculated by both the Agency and the County and agreed upon.

The per meal rate will be calculated based on the following numbers

No. of Meals	Rate/Meal	Maximum III-C1 Funds	Maximum III-C2 Funds	Maximum NSIP	Maximum Dollars
84,001 to 87,000	\$ 3.944	\$108,901	\$159,981	\$74,246	\$343,128
87,001 to 90,000	\$ 3.824	\$109,317	\$160,593	\$74,250	\$344,160
90,001 to 93,000	\$ 3.704	\$109,447	\$160,783	\$74,242	\$344,472
93,001 to 96,000	\$ 3.584	\$109,280	\$160,538	\$74,246	\$344,064
96,001 to 99,000	\$ 3.465	\$108,862	\$159,923	\$74,250	\$343,035
99,001 to 102,000	\$ 3.349	\$108,281	\$159,071	\$74,246	\$341,598
102,001 to 105,000	\$ 3.228	\$107,205	\$157,490	\$74,246	\$338,940
105,001 to 108,000	\$ 3.153	\$107,845	\$158,429	\$74,250	\$340,524
108,001 to 111,000	\$ 3.109	\$109,698	\$161,153	\$74,248	\$345,099
111,001 to 114,000	\$ 3.065	\$111,444	\$163,717	\$74,248	\$349,410
114,001 to 117,000	\$ 3.022	\$113,131	\$166,195	\$74,248	\$353,574
117,001 to 120,000	\$ 2.978	\$114,666	\$168,450	\$74,244	\$357,360
121,700 (at the 120,001 + rate)	\$ 2.933	\$114,496	\$168,201	\$74,249	\$356,946

AGENCY agrees to provide the required match as specified in this Exhibit below. Match is calculated using the following formula: (Total Service Expenditures to be charged to Federal funds/.85) - (Total Service Expenditures to be charged for Title IIIB, IIIC1, and IIIC2 services) X .67. Example: 100/.85=118; 118-100=18; 18 X .67=12; the required match is 12.

AGENCY has indicated that match will be Regional Director's time in contract coordination. No match is required for NSIP funds.

The total match amount required will vary based on the total III-C dollars paid out. See table below:

Maximum Meals for Rate	III-C Per Meal Rate	Total III-C Dollars	Match Required
87,000	\$3.091	\$268,882	\$31,791
90,000	\$2.999	\$269,910	\$31,913
93,000	\$2.906	\$270,230	\$31,951
96,000	\$2.811	\$269,818	\$31,902
99,000	\$2.715	\$268,785	\$31,780
102,000	\$2.621	\$267,352	\$31,610
105,000	\$2.521	\$264,695	\$31,296
108,000	\$2.466	\$266,274	\$31,483
111,000	\$2.440	\$270,851	\$32,024
114,000	\$2.414	\$275,162	\$32,534
117,000	\$2.387	\$279,326	\$33,026
120,000	\$2.359	\$283,116	\$33,474
121,700	\$2.323	\$282,697	\$33,425

The following is a breakdown of estimated annual meal deliveries for rate calculation for the first quarter of FY16/17:

MEAL SITE	No. MEALS	RATE	TOTAL
ESTACADA	15,000	\$3.704	\$55,560
GLADSTONE	9,000	\$3.704	\$33,336
MOLALLA	18,000	\$3.704	\$66,672
PIONEER	35,250	\$3.704	\$130,566
SANDY	15,750	\$3.704	\$58,338
Totals	93,000		\$344,472



**Exhibit 4  
AGENCY Information**

AGENCY PROFILE

1. AGENCY IDENTIFICATION:

Compass Group USA, Inc., by and through  
its Bateman Community Living Division  
Legal Name

2400 Yorkmont Drive  
Address

\_\_\_\_\_  
Mailing Address Mailing Zip

Charlotte NC 28217  
City State Zip

(704) 328-4334  
Phone Number

2. IRS/STATE NONPROFIT NUMBER:

56-1874931

DUNS: 611701327 (Compass Group, USA)

3. Authorized Official

Name: Rodney Knauf  
Title: Regional Vice Pres.  
Bateman Comm. Living  
Address: 101 Pine Park Drive  
Lafayette, LA 70508

Phone: (404) 227-0090

4. TYPE OF AGENCY: Public - for Profit Corporation

5. TYPE OF PROGRAM: Senior Nutrition Provider

6. AGENCY BOARD OF DIRECTORS:

Adrian Meredith  
Palmer Brown

Frequency of Meetings: Annually

7. AGENCY INFORMATION:

The following have been approved and adopted by the Agency's Board of Directors:

	<u>YES</u>	<u>NO</u>	Approved Usage Certificate	<u>YES</u>	<u>NO</u>
Written Personnel Policies	X		Fire Marshal	X	
Staff Job Descriptions	X		Co. Health	X	
Written Benefits Policies	X		County Zone	N/A	
Affirmative Action Plan	X				
Nondiscrimination Plan	X				
State/Federal Certifications	X				

Current Certificate of Incorporation for the State of Oregon:

Date: January 17, 1995

Last Total Program Audit:

Date: December 24, 2016

Types and Amounts of Insurance Held:

Producer – Willis of North Carolina, Inc.

- Companies Affording Coverage:
- A. National Union Fire Ins. Co. of Pittsburg
  - B. ACE American Insurance Co
  - C. New Hapshire Insurance Co.

General Liability:	General Aggregate	\$10,000,000
	Products-Comp/Op Agg.	\$5,000,000
	Personal & Adv. Injury	\$1,000,000
	Each Occurrence	\$1,000,000

Automobile Liability:	Combined Single Limit	\$2,000,000
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Excess Liability	Other than Umbrella - each occurrence	\$10,000,000
	aggregate	\$10,000,000

Workers Comp and Employers' Liability

Statutory Limits

Each Accident	\$2,000,000
Disease - Policy Limit	\$2,000,000
Disease - Each Employee	\$2,000,000

8. AGENCY CERTIFICATION STATEMENT: I certify that to the best of my knowledge, the information contained in the Agency Profile is accurate and complete and that I have the legal authority to commit this Agency to a contractual agreement.

\_\_\_\_\_  
Signature, Rodney Knauf

Regional Vice Pres. – Bateman Comm.  
Living  
Title

\_\_\_\_\_  
Date

July 6, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Interagency Agreement with North Clackamas Parks and  
Recreation District/Milwaukie Center to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Interagency Agreement with the NCPR- Milwaukie Center to provide Older American Act (OAA) funded services for persons within the North Clackamas Parks and Recreation District (NCPR).
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$338,329. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging.
<b>Funding Source</b>	The Older American Act - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	Yearly renewal agreement
<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>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	8344

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Interagency Agreement with the NCPR-Milwaukie Center to provide Older American Act (OAA) funded services for persons living within the North Clackamas Parks and Recreation District. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than NCPR- Milwaukie Center showed an interest in providing these services within the North Clackamas Parks and Recreation District, so an intergovernmental agreement with the NCPR- Milwaukie Center was negotiated. This is the second agreement under this RFP.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health Housing and Human Services

INTERAGENCY AGREEMENT #8344

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION  
AREA AGENCY ON AGING

and

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
MILWAUKIE CENTER

Fiscal Year 2017-2018

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## INTERGOVERNMENTAL AGREEMENT

### I. PURPOSE

This agreement provides the basis for a cooperative working relationship between Clackamas County Health, Housing, & Human Services Department/Social Services Division, herein referred to as H3S-SSD, and North Clackamas Parks and Recreation District/Milwaukie Center, herein referred to as NCPRD-MILWAUKIE, with the common goal of providing social services to clients of the Aging and Disability Services program.

### II. SCOPE OF WORK AND COOPERATION

A. NCPR-MILWAUKIE agrees to accomplish the following work under this contract for Older American Act (OAA) funded services:

1. **CASE MANAGEMENT** - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring. A unit of service is one hour of documented activity with the identified individual
2. **REASSURANCE**: Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE** - A service that (a) provides individuals with information on services available within the communities; (b) links individuals to the services and opportunities that are available within the communities; (c) to the maximum extent practicable, establishes adequate follow-up procedures. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)). A unit of service is one documented contact with an individual.
4. **PUBLIC OUTREACH/EDUCATION** - Services or activities targeted to provide information to groups of current or potential clients and/or to aging network partners and other community partners regarding available services for the elderly. Examples of this type of service would be participation in a community senior fair, publications, publicity campaigns, other mass media campaigns, presentations at local senior centers where information on OAA services is shared, etc. A unit of service is one activity.
5. **TRANSPORTATION** - Transportation provides one-way rides to older persons who are unable to manage their transportation needs independently. A unit of service is one one-way ride provided to an individual.
6. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. Respite care includes: (1) in-home respite (personal care, home care, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other non-residential program; (3) institutional respite provided by placing the care recipient in an

institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual. A unit of service is one hour of service.

7. **FOOD SERVICE** - Food Service is the production of meals for the congregate and home delivered meal recipients of the NCPR-Milwaukie Center. Each meal must contain at least one-third of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered or a "late cancel".
  8. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the North Calckamas Park and Recreation District to enhance visibility and encourage participation. A unit is one meal served.
  9. **PHYSICAL ACTIVITY AND FALLS PREVENTION** - Programs based on best practices for older adults that provide physical fitness, group exercise, and music, art, and dance-movement therapy, including programs for multi-generational participation that are provided through local educational institutions or community-based organizations. Programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations are highly recommended. (OAA 102(a)(14) E, D, F). A unit is one class session.
  10. **Low Income Home Energy Assistance Program (LIHEAP) Intakes** – A service provided by NCPR-MILWAUKIE staff to assist vulnerable, homebound, low income County residents in completing applications for LIHEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2013 deadline.
- B. NCPR-MILWAUKIE agrees to accomplish the following work under this contract for Ride Connection funded services:
1. Provide rides using NCPR-MILWAUKIE operated vehicles, volunteers and/or private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.
- C. Purpose, Service Descriptions and Service Objectives are Exhibit 1, attached hereto.

D. H3S-SSD agrees to:

1. Provide technical assistance in service provision, budget and reporting.
2. Provide structured opportunities to NCPR-MILWAUKIE staff to network with similar program providers.
3. Provide training opportunities to NCPR-MILWAUKIE staff.

### III. COMPENSATION AND RECORDS

A. Compensation. H3S-SSD shall compensate the NCPR-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is **\$338,329**:

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	\$24,657
Older Americans Act III-C1	93.045	\$108,623
Older Americans Act III-D	93.043	\$2,400
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$39,865
Special Program Allocation (State Fund)	N/A	\$3,000
Low Income Energy Assistance (LIEAP)	N/A	\$975
Ride Connection – In District	N/A	\$33,076
STF/Ride Connection – Expanded Service	N/A	\$33,047
STF/Ride Connection: Vehicle Maintenance	20.513	\$6,281
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$7,034
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$16,767

B. Method of Payment. To receive payment the NCPR-MILWAUKIE shall submit invoices and accompanying progress reports as follows:

1. As required in Exhibit 4.
2. Provider match required for OAA funds is 11.12% for Titles III-B, III-C and III-D, and 34.34% for Title III-E.
3. NCPR-MILWAUKIE will invoice and receive reimbursement from the State of Oregon Adults and Persons with Disabilities office (APD) for eligible Medicaid Home Delivered Meals delivered to APD Clients as authorized by APD Case Managers.
4. All requests for payment are subject to the approval of H3S-SSD and will be submitted to H3S-SSD ADS Contract Specialist.
5. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPR-MILWAUKIE fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail



to perform or document the performance of contracted services, the H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the NCPR-MILWAUKIE submits required reports, performs required services, or establishes the H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the NCPR-MILWAUKIE.

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed..
- D. Access to Records. H3S-SSD, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the NCPR-MILWAUKIE which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the NCPR-MILWAUKIE were in excess of the amount to which the NCPR-MILWAUKIE was entitled, then the NCPR-MILWAUKIE shall repay the amount of the excess to the H3S-SSD.

#### IV. LIAISON RESPONSIBILITIES

H3S-SSD ADS Contract Specialist will act as liaison from H3S-SSD for this service agreement. Milwaukie Center Supervisor will act as liaison from NCPR-MILWAUKIE.

#### V. SPECIAL REQUIREMENTS

See Exhibit 1 - Purpose, Service Descriptions and Service Objectives

- A. Compliance with Applicable Laws
  - 1. Federal Terms. The NCPR-MILWAUKIE shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
  - 2. State Statutes. NCPR-MILWAUKIE expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
  - 3. Conflict Resolution. If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, NCPR-MILWAUKIE may in writing request H3S-SSD to resolve the conflict. NCPR-MILWAUKIE shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The H3S-SSD shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The NCPR-MILWAUKIE shall remain obligated to independently comply with all applicable laws and no action by the H3S-SSD shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

4. Criminal Records and Abuse Checks. NCPR-MILWAUKIE agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the NCPR-MILWAUKIE; volunteers of the NCPR-MILWAUKIE; employees and volunteers of NCPR-MILWAUKIE's subcontractors and direct care providers of clients for which NCPR-MILWAUKIE provides service authorization.

H3S-SSD will assist NCPR-MILWAUKIE to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for NCPR-MILWAUKIE's subject individuals as requested.

5. Mandatory Reporting of Elder Abuse. SUBREPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the NCPR-MILWAUKIE's clients to whom the NCPR-MILWAUKIE provides services.
6. Americans with Disabilities Act. NCPR-MILWAUKIE will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

7. Confidentiality of Client Information.

- i. All information as to personal facts and circumstances obtained by the NCPR-MILWAUKIE on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, H3S-SSD and NCPR-MILWAUKIE will share information as necessary to effectively serve DHS Clients.

B. AGENCY Standard Terms and Conditions. The NCPR-MILWAUKIE shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – AGENCY Standards Terms and Conditions.

C. Indemnity.

1. Non-Medical rides for Medicaid clients funds – NCPR-MILWAUKIE shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of NCPR-MILWAUKIE or its officers, employees, Subcontractors, or agents.

2. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPR-MILWAUKIE shall indemnify, hold harmless, and defend Ride Connection, TriMet, its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from NCPR-MILWAUKIE’s performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of NCPR-MILWAUKIE, its employees, representatives, or subcontractors.
  3. Special Transportation Funds – To the fullest extent permitted by law, NCPR-MILWAUKIE agrees to fully indemnify, hold harmless and defend Ride Connection, Tri-Met, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of NCPR-MILWAUKIE, its subcontractors, employees or agents under this Agreement.
- D. Insurance. During the term of this contract NCPR-MILWAUKIE shall maintain in force at its own expense, each insurance noted below:
1. Commercial General Liability
    - i. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,066,700 each occurrence/\$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
    - ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPR-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPR-MILWAUKIE shall maintain this insurance for the term of this contract.
    - iii. Required for Special Transportation Funding – NCPR-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPR-MILWAUKIE shall maintain this insurance for the term of this contract.
  2. Commercial Automobile Liability
    - i. Required by State of Oregon for non-medical rides for Medicaid clients – Commercial Automobile Liability insurance with a combined single limit, of not less than \$1,066,700 each accident for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
    - ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPR-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS

30.270. NCPR-MILWAUKIE shall maintain this insurance for the term of this contract.

- iii. Required for Special Transportation Funding – NCPR-MILWAUKIE certifies that it has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPR-MILWAUKIE shall maintain this insurance for the term of this contract.

### 3. Additional Insurance Provisions

- i. Required by State of Oregon for non-medical rides for Medicaid clients – insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
- ii. Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
  - a) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
  - b) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
  - c) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iii. Required for Special Transportation Funding – the insurance shall:
  - a) include Ride Connection, Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation, and
  - b) give Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage.

### E. Workers' Compensation

1. NCPR-MILWAUKIE and all employees working under this contract are subject employees under the Oregon Workers' Compensation Law and will comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
2. NCPR-MILWAUKIE warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. NCPR-MILWAUKIE must indemnify Ride Connection for any liability incurred by Ride Connection as a result of NCPR-MILWAUKIE's breach of the warranty under this Paragraph.

- F. Accessibility to Programs, Services and Activities. NCPR-MILWAUKIE will meet the requirements of Title II of the ADA, Section 504 of the Rehabilitation Act and DHS Policy 010-005.

1. NCPR-MILWAUKIE will ensure the following for all programs, services and activities provided through this contract:
  - i. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;
  - ii. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;
  - iii. When communicating with individuals make available:
    - a) Written materials in alternate format,
    - b) Qualified interpreters or auxiliary aids and services to refer individuals,
    - c) And access via text telephone (TTY);
  - i. When a location for a service, program or activity is not physically accessible NCPR-MILWAUKIE will have a plan for making that service, program or activity available at an alternate location, either with NCPR-MILWAUKIE or with a sub-contractor;
  - ii. Display notices in NCPR-MILWAUKIE's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
  - iii. Cooperate with periodic H3S-SSD reviews for compliance with the ADA and Section 504 and follow NCPR-MILWAUKIE policy to address complaints and noncompliance.

#### VI. AMENDMENTS.

This agreement may be amended at any time with the concurrence of both parties.

Amendments become a part of this agreement only after the written amendment has been signed by both parties and the County Administrator.

#### VII. TERM OF AGREEMENT

This agreement becomes effective **July 1, 2017** and is scheduled to terminate **June 30, 2018**.

Termination. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

The H3S-SSD may terminate this contract effective upon delivery of written notice to the NCPR-MILWAUKIE, or at such later date as may be established by the H3S-SSD, under any of the following conditions:

- A. If H3S-SSD funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
- C. If any license or certificate required by law or regulation to be held by the NCPR-MILWAUKIE to provide the services required by this contract is for any reason denied, revoked, or not renewed.

- D. If NCPR-MILWAUKIE fails to provide services or reports as specified by the H3S-SSD in this contract.
- E. If NCPR-MILWAUKIE fails to comply with any requirements in this contract.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Future Support. The H3S-SSD makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

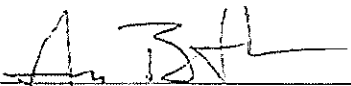

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VIII. SIGNATURE PAGE TO AGREEMENT

This agreement consists of eight (8) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 AGENCY Information

SIGNATURES

<p><b>GOVERNMENTAL UNIT</b></p> <p><u>North Clackamas Parks and Recreation District</u></p>  <p>_____ Gary Barth, Director Business &amp; Community Services</p> <p><u>6/21/17</u> _____ Date</p>	<p><b>CLACKAMAS COUNTY</b></p> <p>Commissioner Jim Bernard, Chair Commissioner Sonya Fischer Commissioner Ken Humberston Commissioner Paul Savas Commissioner Martha Schrader</p> <p><b>Signing on Behalf of the Board</b></p> <p>_____ Richard Swift, Director Health, Housing, &amp; Human Services Dept</p> <p>_____ Date</p>
<p><b>Approved as to Content:</b></p>  <p>_____ Marty Hanley, Center Supervisor</p> <p><u>6/21/17</u> _____ Date</p>	<p><b>Approved as to Content:</b></p> <p>_____ Brenda Durbin, Social Services Div. Director</p> <p>_____ Date</p>

July 6, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Service Agreement with  
Clackamas Women’s Services for Emergency Shelter for  
Victims of Domestic Violence

<b>Purpose/Outcomes</b>	Contractor provides emergency shelter and services to people in our community experiencing domestic violence.
<b>Dollar Amount and Fiscal Impact</b>	\$59,497
<b>Funding Source</b>	State of Oregon Housing and Community Services, State Homeless Assistance Program funds. No County General Funds are involved.
<b>Duration</b>	July 1, 2017 through June 30, 2018
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S’s strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	8334

**BACKGROUND:**

Social Services Division of the Health, Housing and Human Services Department requests approval of an Agency Service Agreement with Clackamas Women’s Services (CWS). CWS provides emergency shelter and services for victims of domestic violence. CWS provides comprehensive solutions for adults and children impacted by sexual assault, domestic violence, stalking, the sex industry and elder abuse. Services include a 24/7 crisis line, transitional and long-term supports and services, referral and advocacy services, mental health counseling, support groups, legal advocacy, youth violence prevention and community/workplace education.

This agreement is effective July 1, 2017 through June 30, 2018 in the amount of \$59,497. CWS is paid on a fixed unit basis for shelter night stays. There are no match requirements or County General Funds involved. This has been approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the approval of this agreement, and that Richard Swift, H3S Director, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health Housing and Human Services Department



## AGENCY SERVICE CONTRACT

### Contract # 8334

This contract is between Clackamas County, acting by and through its department of Health, Housing, & Human Services, Social Services Division, hereinafter called "COUNTY," and CLACKAMAS WOMEN'S SERVICES, hereinafter called "AGENCY."

#### I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:

To operate a shelter for the purpose of providing temporary emergency shelter for homeless women and children in Clackamas County who are survivors of domestic violence, with counseling services to clients in residence as outlined in *Exhibit A: Scope of Work & Performance Standards* attached hereto.

- B. Services required under the terms of this agreement shall commence **July 1, 2017** of this agreement and shall terminate **June 30, 2018**.

#### II. COMPENSATION AND RECORDS

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I: Scope of Services and completing the requirements of *Exhibit B: Reporting Requirements* attached hereto.

\$36.00 per person in residence per night, up to a maximum compensation of **\$59,497** for 1,652 bed nights.

Total maximum compensation under this contract shall not exceed **\$59,497**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

- B. Method of Payment. To receive payment, AGENCY shall submit invoices and accompanying reports as follows:

As required in *Exhibit B: Reporting Requirements and Exhibit C: Budget*.

Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until AGENCY submits required reports, performs required services, or establishes COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of

AGENCY which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, then AGENCY shall repay the amount of the excess to COUNTY.

### III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. AGENCY shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in **Exhibit D, Special Requirements**, attached hereto and incorporated herein. AGENCY must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this contract. Further, any violation of AGENCY'S warranty, in this contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this contract, to pursue and recover any and all damages that arise from the breach and the termination of this contract, and to pursue any or all of the remedies available under this contract, at law, or in equity, including but not limited to:
1. Termination of this contract, in whole or in part;
  2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
  3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.
- These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- B. Precedence. When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.
- C. Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.
- D. Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of Clackamas County, State or Oregon or Federal government. AGENCY is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.
- E. Tax Laws. AGENCY represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
2. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
3. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

IV. GENERAL CONDITIONS

- A. Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY and its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demands attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents and employees, in performance of this contract.

If AGENCY is a public body, AGENCY's liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

- B. Insurance.

1. Commercial General Liability Insurance

Required by COUNTY       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

2. Commercial Automobile Insurance

Required by COUNTY       Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

3. Professional Liability Insurance

Required by COUNTY       Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000

general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

4. Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the AGENCY's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.
  5. Additional Insured Provision. The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
  6. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days' written notice COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
  7. Insurance Carrier Rating. Coverages provided by AGENCY must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  8. Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY shall furnish a Certificate of Insurance to county. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  9. Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.
  10. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.
- C. Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personam jurisdiction of said courts.
- D. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

- E. 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 or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
- F. Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.
- G. Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
- H. Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.
- I. Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:
  - 1. AGENCY shall:
    - a. make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
    - b. pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
    - c. not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
    - d. pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - 2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.
  - 3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:
    - a. for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
    - b. for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
    - c. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

4. AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.
  5. As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
  6. **Workers' Compensation.** All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
- J. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.
- K. Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.
- L. Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

V. TERMINATION


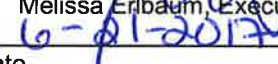
- A. Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.
- B. Termination With Cause. COUNTY, by written notice of default (including breach of contract) to AGENCY, may terminate this agreement effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:
1. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
  2. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
  3. If any license or certificate required by law or regulation to be held by AGENCY to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
  4. If AGENCY fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
  5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and

after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

This contract consists of five (5) sections plus the following attachments which by this reference are incorporated herein:

- Exhibit A: Scope of Work and Performance Standards
- Exhibit B: Reporting Requirements
- Exhibit C: Budget
- Exhibit D: Special Requirements
- Attachment 1: Invoice Template

**AGENCY**

By:   
\_\_\_\_\_  
Melissa Erlbaum, Executive Director  
  
\_\_\_\_\_  
Date  
256 Warner Milne Road  
\_\_\_\_\_  
Street Address  
Oregon City, Oregon 97045  
\_\_\_\_\_  
City / State / Zip  
(503)655-8600 /  
\_\_\_\_\_  
Phone / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Service Department

\_\_\_\_\_  
Date

**EXHIBIT A**

**SCOPE OF WORK AND PERFORMANCE STANDARDS**

The purpose of the services contracted is to provide homeless women and children with temporary, emergency shelter at a facility operated by AGENCY.

1. When using Emergency Housing Assistance (EHA) and State Homeless Assistance Program (SHAP) funds, AGENCY shall serve only certified households whose eligibility has been determined using EHA and SHAP program eligibility criteria as stated in:

***Oregon Housing and Community Services, State Homeless Funds Program Operations Manual***, as amended and found electronically at:

<https://www.oregon.gov/ohcs/CRD/hss/State-Homeless-Programs-Operations-Manual-FINAL-5-1-17m.pdf>

and

Oregon Housing and Community Services Department OAR 813.046 DIVISION 46 EMERGENCY HOUSING ASSISTANCE (EHA) as amended and OAR 813.240 DIVISION 240 HOMELESS ASSISTANCE as amended, both found electronically at:  
<http://arcweb.sos.state.or.us/pages/rules/access/numerically.html>

2. AGENCY shall assure that EHA program services are available to EXTREMELY LOW INCOME, LOW INCOME and VERY LOW INCOME HOUSEHOLDS, including but not limited to, persons more than 65 years of age, disabled persons, farm workers and Native Americans that are homeless.

Current Income Guidelines established annually by the U.S. Department of Housing and Urban Development to determine eligibility for assistance are as follows:

HUD 2017 INCOME GUIDELINES			
Family Size	Extremely Low	Very Low Income	Low Income
	30%	50%	80%
1	15,700	26,150	41,850
2	17,950	29,900	47,800
3	20,200	33,650	53,800
4	22,400	37,350	59,750
5	24,200	40,350	64,550
6	26,000	43,350	69,350
7	27,800	46,350	74,100
8	29,600	49,350	78,900

3. AGENCY shall meet OHCS recordkeeping requirements for the adequate documentation of homeless status when determining the eligibility of households served with EHA and SHAP funds.
4. AGENCY shall require all recipients of EHA services to participate in programs or activities that will increase household self-sufficiency.
5. AGENCY shall, and shall cause to have Denial, Appeal and Fair Hearing procedures accessible to applicants upon request.
6. AGENCY may terminate assistance provided by EHA- and SHAP-funded activities to participants who violate program requirements. AGENCY shall have in place a procedure which governs the



termination and grievance process. These procedures should describe the program requirements and the termination process, as well as the grievance procedure which recognizes the rights of individuals who may be affected. Termination and grievance procedures shall be clearly communicated and easily understood by program participants and readily available upon request, or posted in a public location.

7. AGENCY shall assure that completed applications and household benefits are valid and correct.
8. AGENCY shall maintain clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program assistance services.
9. AGENCY shall maintain clear procedures for dealing with applicants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY.
10. AGENCY shall maintain clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to COUNTY.
11. AGENCY shall assure that all necessary documentation is included in client files. This includes documentation of homeless status used to determine program eligibility.
12. In operating the shelter identified above, AGENCY shall ensure that all applicable standards for zoning and safety are met or exceeded, and that required supervision of the facility is provided in keeping with local regulation or requirement.

## EXHIBIT B

### REPORTING REQUIREMENTS

#### Program Specific Reporting

1. AGENCY shall comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements to be compliant with Federal Housing and Urban Development (HUD) standards.
2. In consideration of confidentiality requirements pertaining to domestic violence services, AGENCY may use their in-house ALICE database to meet the reporting requirements. AGENCY shall assure that data entry into ALICE occurs in an accurate and timely manner.
3. As requested, AGENCY shall maintain and provide information to COUNTY as required by state and federal funding sources for reporting purposes. Data collection in ALICE shall include HUD universal data elements, and services. Additional information will be provided by COUNTY for collection of fund source. Information requested will comply with all state and federal laws regarding client confidentiality.
4. Support documentation must be retained on-site, e.g., service records and sign-in logs.

#### Performance Measures

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

- Increased housing stability as measured by the percentage of households served who exit program into permanent housing. Statewide target is 30%.

#### Invoicing

AGENCY, through designated staff, shall submit to COUNTY a monthly invoice that specifies per calendar day the total number of occupied bednights provided by AGENCY and the total amount requested based on **Exhibit C: Budget**. The invoice shall include the contract # **8334**. AGENCY may use the invoice template provided in **Attachment 1**.

Total amount billed for shelter bednight services shall not exceed **\$59,497** based on **Exhibit C: Budget**.

Invoices and required reports may be submitted electronically via e-mail as an attachment and shall be received by COUNTY on or before the 15<sup>th</sup> of each month preceding the reporting period.

In addition, an ALICE report documenting the bednights shall accompany the invoice. Information on the invoice and the data on the ALICE report must correlate. The ALICE-generated report will act as back up to the invoice.

Invoices and reporting shall be submitted to:  
Clackamas County Social Services Division  
Attn: Jessica Diridoni  
PO Box 2950  
Oregon City, Oregon 97045

Or electronically to: [jdiridoni@clackamas.us](mailto:jdiridoni@clackamas.us)

Within thirty (30) days after receipt of the invoice, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to AGENCY.

**EXHIBIT C**

**BUDGET**

Total maximum compensation under this contract shall not exceed **\$59,497**.

COUNTY will pay AGENCY **\$36.00** per person in residence per night with payments to be made as outlined in **Exhibit B: Reporting Requirements**. The maximum compensation allowed under this contract for emergency shelter bednights is **\$59,497** SHAP funds, for a total of **1,652** bednights.

Total maximum compensation under this contract shall not exceed **\$59,497**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

**EXHIBIT D**

**SPECIAL REQUIREMENTS**

1. AGENCY certifies to the best of its knowledge and belief that neither it nor any of its principals:
  - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have within a three-year period preceding this agreement 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 records, making false statements, or receiving stolen property;
  - (c) Are 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 within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the AGENCY is unable to certify to any of the statements in this certification, such AGENCY shall attach an explanation to this proposal.

2. In case of suspected fraud by applicants, employees, or vendors, AGENCY shall cooperate with all appropriate investigative agencies, and shall assist in recovering invalid payments.
3. AGENCY shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this agreement and shall not release or disclose any such information except as directly connected with the administration of the particular Clackamas County program(s) or as authorized in writing by the applicant or recipient. All records and files shall be appropriately secured to prevent access by unauthorized persons.

AGENCY shall ensure that all officers, employees, and agents are aware of and comply with this confidentiality requirement.

4. AGENCY shall ensure that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by funds delegated under this agreement.
5. AGENCY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this contract.
6. AGENCY will 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).

7. AGENCY will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. AGENCY certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in AGENCY's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) AGENCY's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations.
  - (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection (a) above.
  - (d) Notifying the employee in the statement required by subsection (a) that as a condition of employment on such contract, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  - (e) Notifying the AGENCY within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
  - (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

**ATTACHMENT 1  
 INVOICE TEMPLATE**

# INVOICE

**Clackamas Women's Services**  
 254 Warner Milne Road  
 Oregon City, Oregon 97045  
 Phone: (503)655-8600

Invoice Date: \_\_\_\_\_  
 Invoice Number: \_\_\_\_\_  
**Contract # 8334**  
**Program: Temporary  
 Emergency Shelter**

**To:** Clackamas County Social Services Division  
 Attention: Jessica Diridoni  
 2051 Kaen Road  
 Oregon City, Oregon 97045  
 Direct Line: (503)655-8646 / Fax: (503)655-8889

**Contract # 8334**

Month Service Provided
Month-Year

DATES OF SERVICE	SERVICE DESCRIPTION	LINE TOTAL
		\$

**CERTIFICATION**

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

**Prepared by:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Authorized Signer:** \_\_\_\_\_

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



Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Personal Services Contract Amendment and Renewal No. 2 with Boys & Girls Aid Society to Provide Emergency Shelter Services to Youth**

<b>Purpose/ Outcomes</b>	This Renewal continues the purchase of emergency shelter beds Clackamas County purchases from Boys and Girls Aid Society. The Amendment replaces Section VI. Termination-Amendment.
<b>Dollar Amount and Fiscal Impact</b>	Renewing for 3 years - \$145,302 (\$48,434 per year)
<b>Funding Source</b>	These beds are funded through General Funds
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2020
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Ensure safe, healthy, and secure communities. Shelter care is an integral part of the Juvenile Department's continuum of service model. This resource allows youth to be placed outside their home when behavior is creating a public safety concern or when there are family issues that create a need for temporary out-of-home placement.
<b>Contact Person</b>	Christina L. McMahan, Director – 503-655-8342 ext. 3171

**BACKGROUND:**

Attached is a contract renewal for professional emergency shelter services between Clackamas County Juvenile Department and Boys and Girls Aid Society (BGAID). The juvenile department must have short term and immediate shelter care resources for those youth not able to be returned to their families and/or need a non-detention placement due to individual issues, needs, or concerns. The goal is to provide emergency shelter care for youth in support of family reunification, short term housing, or transition into another program in a 1-14 day out-of-home placement.

The contract with BGAID is for \$48,434.00 per year for emergency shelter care beds providing shelter care and assessment services continuing July 1, 2017 through June 30, 2020. The full amount comes from the general fund. County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached renewal with Boys and Girls Aid Society to provide emergency shelter services to youth residing in Clackamas County who are involved with the Clackamas County Juvenile Department.

Respectfully submitted,

Christina L. McMahan, Director

Placed on the Agenda of July 6, 2017 by the Procurement Division

**AMENDMENT #2 / RENEWAL #2**

**TO THE CONTRACT DOCUMENTS WITH BOYS AND GIRLS AID SOCIETY OF OREGON  
FOR CLACKAMAS COUNTY JUVENILE EMERGENCY SHELTER CARE**

This Amendment #2 / Renewal #2 is entered into between **Boys and Girls Aid Society of Oregon** (“Contractor”) and Clackamas County (“County”) and it shall become part of the Professional Services Contract entered into between both parties on October 8, 2015.

The Purpose of the Amendment #2 / Renewal #2 is to make the following changes to the Contract;

1. Section I. **SCOPE** is hereby changed as follows:  
The Contract termination date is hereby changed from June 30, 2017 to **June 30, 2020**. County is exercising the option to renew the remaining three (3), one-year term renewals available under this Contract.
2. Section II. **COMPENSATION** is hereby changed as follows:  
The maximum fiscal year Compensation authorized under this Contract shall remain at \$48,434.00. Fiscal year is defined as July 1 to June 30.

ORIGINAL CONTRACT	\$ 48,434.00
Amendment #1	updated Contract language
Renewal #1	\$ 48,434.00
<b>Amendment #2 / Renewal #2</b>	<b>\$ 145,302.00 (3 year renewal)</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 242,170.00</b>

3. Section VI. Termination-Amendment is hereby deleted in its entirety and replaced with:  
**VI. TERMINATION - AMENDMENT**  
A. TERMINATIONS. This Contract may be terminated for the following reasons: 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days’ written notice to the Contractor; 2) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; 3) This Contract may also be immediately terminated by County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate



this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

- B. This Contract and any amendments to the Contract will not be effective until approval in writing by an authorized representative of the Board of County Commissioners of Clackamas County and Contractor.

4. ADD Item VII. EXECUTION AND COUNTERPARTS:

VII. **EXECUTION AND COUNTERPARTS:**

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #2 / Renewal #2, effective upon the date of the last signature below.

Boys and Girls Aid Society of Oregon  
018 SW Boundary Ct.  
Portland OR 97239

Clackamas County Board of County  
Commissioners by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

Approved as to Form:

000535-12

\_\_\_\_\_  
Oregon Business Registry #

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

DNP – Oregon

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date



July 6, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Memorandum of Understanding between the Local Workforce Development Board, Clackamas Workforce Partnership (CWP), and Others Relating to the Operation of the WorkSource Clackamas (WSC) One-Stop Service Delivery System

<b>Purpose/Outcome</b>	This MOU allows the Economic Development Division of Business & Community Services, and the other parties to the agreement to begin operation of the WorkSource Clackamas (WSC) one-stop service delivery system.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	July 1, 2017 through June 30, 2020.
<b>Previous Board Action/Review</b>	Approved the Partnership Agreement with Clackamas Workforce Partnership (CWP) at the 01/07/2016 Business Meeting.
<b>Strategic Plan Alignment</b>	Grow a vibrant economy
<b>Contact Person</b>	Cindy Knudsen, <i>Business &amp; Economic Dev. Coordinator</i> , 503-742-4328

**BACKGROUND:**

In December 2015, the BCC approved a Partnership Agreement with the Clackamas Workforce Partnership which lays out the relationship between the Chief Elected Official (CEO) mandated by the Federal government to be connected to the local Workforce Development Board.

This Memorandum of Understanding is also mandated by the Workforce Innovation and Opportunity Act (WIOA), which will include a cost sharing agreement, all directly connected to our America's Job Center, or in our case WorkSource Clackamas. All mandated partners who cohabitate at the High Street Center (OED, DHS, etc.) are also required signers.

In this case, the BCC is providing approval of the MOU with no direct ties to oversight or funding. That role is handled by the Clackamas Workforce Partnership's role and local leadership team. As there are multiple agencies providing approval, electronic signatures will be requested in addition to hard copy so that they can be combined in to one final recordable version.

This MOU has been reviewed and approved by County Counsel.

**RECOMMENDATION:** Staff respectfully recommends that the Board of County Commissioners approve and sign the attached Memorandum of Understanding with the Clackamas Workforce

Partnership (CWP) and others relating to the operation of WorkSource Clackamas (WSC) One-Stop Service Delivery System.

**ATTACHMENTS:**

1. Memorandum of Understanding - Clackamas County Local Workforce Area
2. Workforce Innovation and Opportunity Act Services Matrix
3. Previously approved Partnership Agreement

Respectfully submitted,

Laura Zentner, Deputy Director  
Business & Community Services



## Memorandum of Understanding Clackamas County Local Workforce Area

This Memorandum of Understanding is between the Local Workforce Development Board, Clackamas Workforce Partnership (CWP), the Chief Elected Officials representing Clackamas County (CEOs), the Oregon Employment Department (OED), Higher Education Coordinating Council (HECC), Department of Human Services (DHS) – Self-Sufficiency, Department of Human Services (DHS) – Vocational Rehabilitation, and Easter Seals Oregon relating to the operation of the WorkSource Clackamas (WSC) one-stop service delivery system. This document ensures compliance with the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations, and provides the framework to achieve our shared goal of providing a comprehensive, demand-driven, seamless customer-facing service delivery system.

### I. BACKGROUND

On July 22, 2014, President Obama signed the Workforce Innovation and Opportunity Act (WIOA). The WIOA is designed to strengthen and improve the nation's public workforce system and help get Americans, including disconnected youth and those with significant barriers to employment, into high-quality jobs and careers and help employers hire and retain skilled workers.

In June 2016, the Departments of Education and Labor issued the final regulations to implement WIOA. The regulations clarify the need and expectation to modernize the nation's workforce system and represent a more integrated, job-driven approach to support communities and expand job growth.

The regulations reaffirm the role of the one-stop delivery system as the cornerstone of the public workforce development system and expect required partners to collaborate to support a seamless customer-focused service delivery network. The regulations further require that these partners co-locate, coordinate, and/or integrate resources, activities and information, so that the system as a whole is accessible for individuals and employers alike. The ultimate goal is to increase the long-term employment outcomes for individuals seeking services, especially those with significant barriers to employment.

In response to the passage of WIOA, the Oregon State Workforce Investment Board (OWIB) developed and approved a new Unified Strategic Workforce Plan. The Unified Strategic Workforce Plan supports the vision of WIOA and provides the State framework for implementing the new law. The Unified Strategic Workforce Plan confirms WorkSource Oregon (WSO) as the statewide one-stop system and requires workforce partners to leverage resources and staff to support and collaborate around the WSO system and the continued implementation and comprehensive use of the WSO Operational Standards (See Attachment 2.)

At the direction of OWIB and the WIOA, Clackamas Workforce Partnership, the Clackamas County Workforce Development Board, developed a Local Strategic Plan (See Attachment 3) to support the State vision and implement WIOA to most effectively meet the needs of business, local job seekers and workers. The Local Strategic Plan was approved by the OWIB in June 2016 and establishes the framework for the implementation of WIOA in Clackamas County.

### II. WIOA REQUIREMENTS AND REFERENCES

- WIOA Section 121(c) requires that Clackamas Workforce Partnership develop and enter into a memorandum of understanding between Clackamas Workforce Partnership and WSC partners.
- WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area to enter into a memorandum of understanding with Clackamas Workforce Partnership pursuant to WIOA Section 121(c).
- WIOA Section 121(b)(1) identifies the programs and requires that the services and activities under each of those programs must be made available through WSC. The entities that receive the funds for each of these programs and/or have the responsibility to administer the respective programs in the Area are required partners under WIOA Section 121(b)(1).
- WIOA Section 121(b)(1)(A)(ii) requires each required partner to use a portion of available funding to maintain the one-stop delivery system, including infrastructure costs.
- WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the WSC system and that participation in WSC is in addition to other requirements applicable to each partner's program under each authorizing law.

### III. PURPOSES AND RESPONSIBILITIES

WIOA calls for strengthening the alignment of workforce programs by imposing unified strategic planning requirements, common performance accountability measures, and requirements governing the one-stop delivery system. The required workforce programs under WIOA include:



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Organization	Representation
Clackamas County Board of Commissioners	Chief Local Elected Official
Clackamas Workforce Partnership	Workforce Development Board authorized under Title 1B
Higher Education Coordinating Commission	Representing programs authorized under Title II (Adult Literacy)
Oregon Employment Department	Representing programs authorized under the Wagner Peyser Act, programs authorized under State Unemployment Compensation Laws, Trade Adjustment Assistance and NAFTA Transitional Assistance Activities authorized under Chapter 2 of Title II of the Trade Act; Local Veterans Employment Representatives and Disabled Veterans' Outreach Programs, Migrant Seasonal Farmworkers (MSFW)
Oregon Department of Human Services: Self Sufficiency	Representing programs authorized under Temporary Assistance to Needy Families, Supplemental Nutrition Assistance Program (SNAP)
Oregon Department of Human Services, Office of Vocational Rehabilitation	Representing programs authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV)
Easter Seals Oregon	Representing Title V of the Older Americans Act
Dynamic Education Systems, Inc. (DESI) – Contractor of Job Corps*	Representing programs represented under WIOA
Clackamas County Health, Housing, and Human Services (H3S), Community Development Division*	Representing Employment and training activities carried out under the Community Services Block Grant
Housing Authority of Clackamas County (HACC)*	Representing Employment and training activities carried out by the Department of Housing and Urban Development
Clackamas Educational Service District/Clackamas Community College*	Representing Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006
Clackamas County Community Corrections*	Representing Programs authorized under sec. 212 of the Second Chance Act of 2007
Program not currently represented in Clackamas County	Programs authorized under title I of WIOA YouthBuild
Program not currently represented in Clackamas County	Programs authorized under title I of WIOA Native American Programs (This program is not required to participate in the centers)

\*Partners are not currently co-located or written into the MOU or Cost-sharing. Engagement of these partners will happen after this MOU is in effect. If these partners wish to engage and become a party to the MOU, a modification of this document will have to take place.

The purposes of this Memorandum of Understanding (MOU) are to:



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Clackamas County Local Workforce Area

- Define the roles and responsibilities of Clackamas Workforce Partnership and signing parties as it relates to the operation and continued development of the WSC system.
- Coordinate resources to prevent duplication.
- Ensure the effective and efficient delivery of WorkSource services.
- Enhance the WSC system to create a seamless customer experience.
- Increase and maximize access to workforce services for individuals with barriers to employment.
- Establish joint processes and procedures that will enable partners to align and integrate programs and activities across the WSC system.

The parties agree to work collaboratively to carry out the provisions of this MOU and advance the quality and effectiveness of the WSC system. In addition, the parties agree to:

- Participate in continuous partnership building.
- Participate in continuous improvement activities.
- Adherence to common data collection and reporting needs.
- Make available to customers through the WSC system the services that are applicable to partners' programs.
- Participate in the operation of the WSC system consistent with the terms of the MOU, the local workforce plan and requirements of applicable law.
- Participate in staff capacity-building and development, including but not limited to cross-training between partner staff.
- Develop, offer and deliver quality business services that assist targeted industry sectors in overcoming the challenges of recruiting, retaining and developing talent for the regional economy.

#### IV. VISION & GOALS

The parties agree to support the following Vision, Guiding Principles and Goals:

**Vision:** Clackamas County thrives with a skilled workforce that creates sustained economic prosperity for existing and new businesses.

**Guiding Principles:** Collaborative - Responsive - Solution-Oriented - Innovative - Equitable

**Goals:**

- Businesses have the skilled workers they need when they need them.
- Job seekers are trained and/or placed in occupations with opportunities for advancement.
- Emerging workers are aware of career pathways and are work ready.
- Clackamas County has resources to support workforce development.

#### V. TERM

The performance under this MOU shall become effective and commence on **July 1, 2017**, and shall terminate on **June 30, 2020**, unless previously terminated or updated pursuant to the terms of this MOU.

**Disputes:** If disputes arise related to the terms of this MOU, the parties agree to abide by CWP's Mediation/Conflict Resolution Process. Should such process fail to resolve the dispute, the parties agree to follow the process described by the OWIB policy to help reach resolution.

**Modification:** The MOU constitutes the entire agreement between the parties and may be modified, revised, or amended by mutual written consent of all the signatory parties based on legislative and system design changes, the addition of parties to the agreement, governing board direction, or other reasons as agreed to by the parties. The modification will be effective upon the issuance of a written amendment, signed and dated by the parties.



## Memorandum of Understanding Clackamas County Local Workforce Area

**Termination:** Any party to this agreement may terminate their participation in this MOU upon 60 calendar days written notice to all other parties to the agreement. In such case, termination by one or more of the parties does not alter the terms or obligations of any other party to the agreement.

**Renewal:** All parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

### VI. CLACKAMAS WORKFORCE PARTNERSHIP ROLES AND RESPONSIBILITIES

As Clackamas County's Workforce Development Board, Clackamas Workforce Partnership's role in WSC is to assist with the integration of workforce partners into WSC in accordance with WIOA; build additional partnerships, including local employers; convene a Local Leadership Team comprised of system partners; align and coordinate programs; pursue and invest resources; oversee the quality and continuous improvement of the WSC system; and certify WSC Centers.

In addition, WIOA Section 107 requires Clackamas Workforce Partnership to:

- Develop the Local Workforce Plan and coordinate its implementation across WSC partners.
- Conduct Workforce Research and Regional Labor Market analysis.
- Convene, broker, leverage local providers, stakeholders and resources.
- Lead employer engagement to promote business representation, develop linkages, implement effective sector strategies, and ensure workforce investments support the needs of employers.
- Lead efforts to develop and implement career pathways.
- Identify and promote proven and promising practices.
- Maximize the use of technology in the provision of services to job seekers and employers.
- Conduct program oversight to ensure appropriate use, management and investment of workforce resources.
- Negotiate local performance measures.
- Select operators and providers.
- Identify eligible providers of training and career services.
- Assist in the delivery of WIOA programs through the one-stop service delivery system.

The chief elected official shall serve as the grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area. The chief elected official has designated Clackamas Workforce Partnership to receive the grant funds and as the administrative entity for the region's WIOA Title I resources. In addition, CWP coordinates and manages other resources on behalf of State and local partners and pursues additional grants and other resources to address local workforce needs. CWP commits to investing these resources in support of the WSC system. CWP will purchase contracted workforce services to be delivered through or in association with the WSC system to support talent development, job creation, income progression, business competitiveness and expanded opportunities for citizen prosperity.

### VII. PARTNER ROLES & RESPONSIBILITIES

Per Sections § 678.420; 678.500; 678.700 of the *WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule*. See Attachment 1: WIOA Services Matrix 2017-2020

### VIII. LOCATIONS

Clackamas Workforce Partnership has identified the following location as the WSC center for the local workforce development area:

WorkSource Clackamas  
506 High Street  
Oregon City, OR 97045



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Clackamas Workforce Partnership has identified the following locations as the WSC Partner Sites/Specialized Centers for the local workforce development area:

Clackamas Community College Workforce Services  
19600 Molalla Road  
Oregon City, OR 97045

Clackamas County Jail  
2206 Kaen Road  
Oregon City, OR 97045

Department of Human Services: Self-Sufficiency  
16440 SE 82<sup>nd</sup> Drive  
Clackamas, OR 97015

315 South Beavercreek Road  
Oregon City, OR 97045

Department of Human Services: Vocational Rehabilitation  
4382 SE International Way, Suite B  
Milwaukie, OR 97222

#### IX. SERVICE DELIVERY

The WorkSource Clackamas system has been established by Clackamas Workforce Partnership in accordance with WIOA, the Unified Strategic Workforce Plan and the Local Workforce Plan. WIOA Section 121 (b)(1)(B) identifies the programs, services and related activities that must be provided through the WSC delivery system. The Unified Strategic Workforce Plan and Local Workforce Plan further identify Workforce Programs that must be accessible through the WSC system.

The WorkSource Oregon Operational Standards (See Attachment 2: WorkSource Operational Standards) describe the content and services to be available at all WSO Centers and serves as the framework for service delivery in the WSC system. Partners anticipate that these statewide Operational Standards will be updated and expanded upon in the future to incorporate all required WIOA partners.

The WSC system provides the framework to achieve our shared goal of providing a seamless customer facing service delivery system which is available and accessible universally, but especially focused and targeted to populations in most need of the services. Through WSC centers, customers will have access to career and training services. Access is offered self-serve through the WorkSource Oregon website with links to partner programs and through engagement with center staff for access to partner programs and services that meet their job search and career advancement needs.

In all centers, Basic and Individualized Career Services will be provided to assist participants in evaluating and determining their career plans and service requirements. Where new or increased skills are required to achieve the plan, assistance with access to training and education services are available.

Business services are intended to assure that the training and support provided job seekers also aligns with the needs of the local area's employers for recruiting, training and retaining talent and supports career pathways for job seekers. Clackamas Workforce Partnership is responsible for assisting in these activities to assure the desired outcomes.

#### X. INCREASED AND MAXIMIZED ACCESS

WSC is designed to be universally accessible, customer centered and offer training and related resources that are driven by the needs of the local economy. WSC must be responsive to all job seekers of all skill levels, but especially low-income and other underserved residents, including those receiving public assistance, those with disabilities, individuals with low basic skills and communities of color.

To that end, WSC is an essential partner and key asset to the region's effort to stem the tide of poverty and provide our most vulnerable residents with an opportunity to secure steady work at family supporting wages. Several local initiatives, such as LEAP Forward, Reboot NW, Clackamas Works!, NW Promise and industry specific diversity recruitment and training initiatives, have been integrated





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with the WSC system to ensure the broadest array of services for our most vulnerable residents. This integrated team approach promotes partnership, maximizes resources, aligns efforts, reduces duplication of services and improves results.

Through this MOU, WSC partners commit to working together to focus efforts and resources to ensure the needs of job seekers and workers with barriers to employment are effectively addressed in the WSC system. This necessitates that we work together to prioritize services and increase outreach to individuals with barriers to employment, a group that includes members of the following populations:

- Long-term Unemployed
- Veterans
- English Second Language Learners
- Individuals with Background Issues
- Low-Income Individuals
- Families Living in Poverty
- Rural Communities
- Youth and Young Adults
- Individuals with Disabilities and Mental Health Challenges
- Basic skills deficient

### XI. ONE STOP OPERATOR ROLES AND RESPONSIBILITIES

The role of the One Stop Operator in the WSC system will be to:

1. Provide an objective assessment of service delivery in the center, applying a customer service assessment from a lean principles/quality assurance viewpoint.
2. Analyze customer service flow and provide feedback to maximize center efficiencies
3. Evaluate the implementation of WorkSource Oregon Standards, adherence to local WorkSource MOUs, and compliance with all local, state and federal policies and guidance.
4. Develop recommendations for continuous improvement by researching and identifying best practices and tools being use in other One Stop Systems.
5. Monitor for ongoing compliance with One-Stop certifications, MOUs, WorkSource Oregon Operational Standards.
6. Report quarterly to the workforce area any recommendations for improvements concerning service delivery, compliance with WSO standards, MOUs, local, state and federal policies or guidance.
7. Recommend operational changes and follow up on approved changes for timely implementation.
8. Establish a methodology for measuring and ensuring services, especially workshops, are of the highest quality and are meeting customer needs and the needs of the local area's labor market
9. Utilize employer, customer and staff feedback to drive continuous improvement

The One-Stop Operator will be identified before July 1, 2017 and will report to CWP.

### XII. PARTNER PROGRAMS, SERVICES AND ACCESS

Partner programs are committed to delivering services through the WSC system in accordance with WIOA, the Unified Strategic Workforce Plan, the Local Workforce Plan and the WorkSource Oregon Operational Standards. The partner programs covered by this commitment and MOU include:

- Clackamas Workforce Partnership
- Oregon Employment Department
- Higher Education Coordinating Commission (HECC)
- Department of Human Services – Self-sufficiency
- Department of Human Services – Vocational Rehabilitation
- Easter Seals Oregon
- Dynamic Educational Systems, Inc. – Job Corps Contractor\*



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- Clackamas County Health, Housing, and Human Services – Community Development Division\*
- Housing Authority of Clackamas County\*
- Clackamas Educational Service District/Clackamas Community College\*
- Clackamas County Community Corrections

\*\*Partners are not currently co-located or written into the MOU or Cost-sharing. Engagement of these partners will happen after this MOU is in effect. If these partners wish to engage and become a party to the MOU, a modification of this document will have to take place.

### XIII. DATA SHARING, CUSTOMER TRACKING & CONFIDENTIALITY

WSC is a shared system that promotes the alignment and integration of programs and services to better serve common regional customers. Sharing customer service-level data between partner organizations is essential to seamless customer service and to achieving the vision and promise of the WSC system. All WSC partners commit to developing a data sharing agreement that promotes customer service and advances the goal of delivering a seamless, customer focused WSC system.

The WorkSource Oregon Management Information System (WOMIS) will be used to register and enroll all customers in WSC. Each program will utilize its own data system to record and report customer services delivered in WSC to the Local Leadership Team and the Workforce Development Board. All partners will have access to OED shared network.

The parties agree to comply with provisions of WIOA, the Wagner-Peyser Act, the Rehabilitation Act of 1973, and the Adult Education and Literacy Act, and any other applicable requirements of state or federal law to assure that customer information shall be shared solely for the purpose of enrollment, referral, or provisions of services. When required under applicable state or federal law a release of information will be obtained from the customer before sharing confidential protected information. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies, procedures, and guidance of the other parties.

### XIV. PERFORMANCE REPORTING

Clackamas Workforce Partnership will provide performance information related to all services and programs it provides through WSC system including but not limited to:

- Demographic breakdown of participants (gender, age, race) by program
- Total number served by Center and program
- Customer engagement in WSC Core products and services
- Total number served in skill development and training activities
- Customer feedback on services

Each partner will provide performance information related to all services and programs it provides through the WSC system, including, but not limited to:

- Quarterly - Demographic breakdown of participants (gender, age, race) by partner program and service provider location
- Quarterly - Total number served by partner program and service provider location
- Quarterly – Measurable Skill Gain by partner program and service provider location
- Total number placed in jobs by program and talent pool – N/A for Title II partner programs
- Starting wages – N/A for Title II partner programs

WIOA performance measures will be reported on the schedule that the partner program is required to meet by Federal oversight agencies; measures to include:

- Employment in the 2nd quarter following exit from program services



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- Employment in the 4th quarter following exit from program services
- Median Earnings 2nd quarter following exit from program services
- Effectiveness in Serving Employers – N/A for Title II partner programs

WSPM services are comprehensive and performance-based. Where available, performance information will be collected and evaluated on a quarterly basis, reviewed by the Regional Leadership Team, and shared with the Workforce Development Board.

XV. TECHNOLOGY

To meet the requirements of WIOA, Clackamas Workforce Partnership will convene WSC local partners to develop strategies to maximize the effectiveness of WSC by facilitating the connections among the data systems used by WSC partners and recommend solutions to better serve WSC customers through the use of technology.

Clackamas Workforce Partnership will coordinate with applicable partners the design, purchase and maintenance of all publically facing WSC networks, computers and printers. These costs will be considered part of the shared infrastructure costs of the WSC system.

XVI. REFERRALS

**Referrals and service coordination will occur when a customer in any of the programs party to this agreement can benefit and meet eligibility requirements.** Resources and services partners will provide and outlines how those services will be accessible through the WSC system; and how each partner's services and efforts will be tailored to serve the priority populations identified by WIOA and the Local Board including:

- Methods of referrals between partners for appropriate services and activities
- Tracking referrals and related activities
- Coordination and follow through
- Shared data systems and documentation, if possible

XVII. COMMON BRAND

WSC is a shared system. The common one-stop delivery brand is WorkSource Clackamas. All services, signage, print publications, digital publications and other informational and on-line materials will be branded in accordance with the WorkSource Oregon Style Guide.

XVIII. RESOURCE SHARING

In accordance with WIOA section 121 and implementing regulations, each partner must use a portion of its funds to support applicable career services and WSC infrastructure costs. **Attachment 4: Infrastructure and Additional Cost Sharing Agreement** and **Attachment 5: Cost Sharing Workbook** identifies the specific infrastructure/shared costs and the method by which those costs will be supported with WIOA and Federal cost principles, which require that all costs must be allowable, reasonable, necessary, and allocable to the program as well as all other applicable legal requirements. As the local Workforce Development Board, Clackamas Workforce Partnership is responsible for managing the Cost Sharing Agreement as well as collecting and disbursing the shared resources outlined within the Agreement. Cost allocation is based upon the premise that Federal programs are to bear an equitable proportion of shared costs based on the benefit received by each program. The allocation of costs must be consistent with the Uniform Guidance at 2 CFR 200.4 and 2 CFR 200.405. (Training and Employment Guidance Letter WIOA #17-16, page 11)

WorkSource Clackamas WIOA Partners agree and to share the costs of the following:

1. Infrastructure Funding Agreement
  - a. Defined as WorkSource Clackamas infrastructure costs including only space for the resource room: Supplies; Communications, Equipment Rental/Maintenance, Furniture & Equipment, Premises Expenses, and Utilities – as related to doing business in the resource room.
  - b. Proposed methodology for cost sharing: Eligibility Determinations, meaning those co-enrolled in WOMIS.



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2. Career Services: Workshops
  - a. Defined as: funded by parties of the MOU, available to the general public, based on eligibility in the WorkSource Clackamas system.
  - b. Proposed methodology for cost sharing: Eligibility Determinations, meaning those co-enrolled in WOMIS.
3. Career Services: One-Stop Operator
  - a. Defined as: the neutral 3<sup>rd</sup> party, contracting with Clackamas Workforce Partnership to provide overall quality assurance of the WorkSource Clackamas Center.
  - b. Proposed methodology for cost sharing: Eligibility Determinations, meaning those co-enrolled in WOMIS.

XIX. EQUAL OPPORTUNITY

The parties agree to obey all applicable state and federal nondiscrimination laws. The parties shall not unlawfully discriminate against any customer, applicant for employment, or employee of a party to this MOU or other entity. The parties shall adhere to the policies, procedures, and guidance issued by State partner agencies and Clackamas Workforce Partnership regarding equal opportunity, nondiscrimination, and increased accessibility. Nothing in this Section shall be construed as limiting the parties' agreement to increase and maximize access for individuals with barriers to employment under Section XVII. of this MOU.



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XX. MODIFICATIONS AND AMENDMENTS

This MOU may be modified, revised, or amended by mutual written consent of all the signatory Parties. A written request must be submitted to the named parties. The modification shall not be effective unless agreed to in writing by all Parties in an Amendment to this MOU, properly executed and approved in accordance with applicable Oregon law and fiscal rules.

XXI. SIGNATURES

\_\_\_\_\_  
Jessica Amaya, Interim SSP Program Manager

For Department of Human Services – Self-Sufficiency

\_\_\_\_\_  
Doug Franklin, MS CRC, VR Clackamas Branch Manager

For Department of Human Services – Vocational Rehabilitation

\_\_\_\_\_  
David Cheveallier, President/CEO

For Easter Seals Oregon

\_\_\_\_\_  
Holley Oglesby, Designated Procurement Officer

For Higher Education Coordinating Commission

\_\_\_\_\_  
Jim Pfarrer, Division Director Workforce Operations

For Oregon Employment Department

\_\_\_\_\_  
Bridget Dazey, Executive Director

For Clackamas Workforce Partnership, the Clackamas County Workforce Development Board

\_\_\_\_\_  
Jim Bernard, Chair on Behalf of the Board of County Commissioners



Memorandum of Understanding  
Clackamas County Local Workforce Area

**Attachments:**

1. WIOA Services Matrix 2017-2020
2. WorkSource Oregon Operational Standards
3. Clackamas Workforce Partnership Local Plan
4. Cost Sharing Agreement
5. Cost Sharing Workbook

SERVICE	DESCRIPTION (Refer to WIOA and WSO Standards for more details)	DELIVERY METHOD*	ORGANIZATION**							
			CWP	OED	HECC	DHS-YR	DHS-SS	Easter Seals Oregon	C.I.E.O	Job Corps-DESI
<b>BASIC CAREER SERVICES</b>										
Eligibility	Eligibility determination for Core Workforce Programs	Direct Technological Linkage - WorkSource Oregon Registration (WOMIS)								
Greeting, Outreach & Orientation	Greeting, outreach, intake and orientation (including worker profiling) to information and services available through the WSC system.	Exploratory service will be shared amongst partners included on the MOU. Outreach in the community will occur for the workforce system's behalf by each program, in addition to their individual outreach.								
Initial Assessment	Of skill levels including literacy, numeracy and English language proficiency and supportive service needs.	Access to preassessment and/or thru interview								
Labor Exchange Services	Includes job search, placement, job listings, referrals, information on in-demand jobs and occupations, non-traditional employment	iMatchskills Labor Exchange system								
Referrals	Provision of referrals to and coordination of activities with other programs and services within WSC and beyond.	Referrals to each other's programs will be aligned during a Lean project. Attachment 3 will be included after the project is complete.								
Labor Market Statistics	Job vacancies, required job skills, , local in-demand jobs and earnings, skill requirements and opportunities for advancement.	Individuals can access this information on their own or through one-on-one coaching.								
Program Performance and Cost Information (ETPL)	Information regarding program performance and cost information on eligible providers of training services by program and type of provider.	Provided through one-on-one coaching.								
Support Service Information	Information related to the availability of supportive services, including child care, medical assistance (Medicaid and CHIP), SNAP, EITC, TANF	Provided through one-on-one coaching.								
Unemployment Insurance Claim Filing and Information	Meaningful assistance in filing an unemployment insurance claim.	Provided through Reemployment Assistance Program								
Financial Aid Availability	Assistance in establishing eligibility for programs of financial aid not provided under WIOA.	Provided through one-on-one coaching.								
<b>BASIC CAREER SERVICES</b>										
Comprehensive Assessment	May include diagnostic testing, in depth interviewing.	Provided through one-on-one coaching.								
Individual Employment Plan	To identify employment goals, achievement objectives, combination of services.	Developed through a series of meetings and conversations with a Career Coach.								
Career Planning	Customer centered approach that includes the development of appropriate service strategies, support services and other workforce investment activities necessary to obtain and retain employment.	Individuals can begin this process on their own using various online resources and and continue through one-on-one coaching.								
Pre-Vocational Services	short term, includes learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills.	Provided through one-on-one coaching.								
Internships/Work Experiences	Linked to careers	Provided through one-on-one coaching.								
Financial Literacy Services	Youth - to help achieve longterm financial stability	Provided through one-on-one coaching.								
ESL	English language acquisition and integrated education and training programs.	Individuals can access this service on their own or through their career coach.								
Skill Validation	Talent link description	Determined through one-on-one coaching.								
Follow-Up Services	Must be provided as appropriate, including counseling for up to 12 months after first day of employment.	Provided through one-on-one coaching.								
<b>BASIC CAREER SERVICES</b>										
Adult Education and Literacy	Instruction to to address deficiencies in basic academic skills, including reading, writing, mathematics. Also includes English language acquisition.	Determined through one-on-one coaching.								
On-the-Job Training	A hire first program that reimburses employers for the extraordinary cost of training employees.	Developed and implemented through a Career Coach.								
ITAs/Scholarships	An account to support individuals to obtain occupational training.	Developed and implemented through an Career Coach.								
Current Worker Training	Training provided to currently employed workers to advance or retain employment.	Developed and implemented through a Career Coach.								
Customized Training	Conducted with a commitment of an employer to employ an individual upon successful completion of the training.	Developed and implemented through a Career Coach.								

SERVICE	DESCRIPTION (Refer to WIOA and WSO Standards for more details)	DELIVERY METHOD*	ORGANIZATION**								
			CWP	OED	HECC	DHS-YR	DHS-SS	Easter Seals Oregon	CI.E.O	Job Corps-DESI	
Sector Partnerships	Develop, convene and implement sector partnerships.	Describe how partners engage									
Customized Screening and Referrals	Referrals of qualified participants in training services to employers.	Provided through a WSC staff member									
Customized Recruitments	Customized recruitment events including targeted job fairs.	Provided through a WSC staff member									
Human Resource Consultation	Writing/reviewing job descriptions, developing performance evaluation and personnel policies, analyzing employee turnover, honing interviewing techniques, etc.	Provided through a WSC staff member									
Customized LMI	For specific employers, sectors, industries or clusters.	Provided through a WSC staff member									
Rapid Resonse	Assistance in managing reduction in workforce.	Provided by a Rapid Response Team member									
Tax Credits	Assistance in accessing tax credits	Provided by Workforce Operations Division; promoted by WorkSource Clackamas staff									
Marketing Services	To promote the benefits of working with the WSC system.	Provided through a WSC staff member									
OTHER SERVICES (Describe)											
<b>**Organization Responsible:</b>											
Identify the agency and/or organization used to support the indicated service.											



**Partnership Agreement  
Between the  
Clackamas Workforce Partnership and the  
Clackamas County Board of County Commissioners**

**November, 2015**

**Partnership Agreement Between  
Clackamas Workforce Partnership and the Clackamas County Board of County  
Commissioners**

**1. Parties**

This Agreement is between the Workforce Investment Council of Clackamas County DBA Clackamas Workforce Partnership (CWP) and the Clackamas County Board of County Commissioners (CCBCC), hereinafter collectively referred to as the "parties."

This replaces and supersedes the Memorandum of Agreement dated February 6, 2015.

**2. Clackamas Workforce Partnership Responsibilities**

CWP shall:

- A. Perform workforce board duties as required by the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), the State of Oregon, Federal and State of Oregon grant agreements, other applicable Federal, State and local laws, rules and agreements and this Partnership Agreement;
- B. Remain a nonprofit Oregon corporation in good standing with Federal tax exempt status;
- C. Serve as the Clackamas workforce area's fiscal agent and administrative entity as designated by the CCBCC;
- D. Develop the annual budget, subject to the approval of CCBCC;
- E. Establish standards for and oversee the Clackamas workforce system, subject to the terms of a Memorandum of Understanding ("MOU") executed with partner agencies;
- F. Develop and approve the Clackamas workforce area's strategic workforce plan for submission to the Governor;
- G. Deliver an annual report on activities during the preceding year;
- H. Purchase insurance; to the extent it is available, to reasonably cover risks and liabilities;
- I. Solicit and accept public and private funds;
- J. Maintain strong linkages with private industry, local governments, and local educational and economic development agencies;
- K. Procure and award workforce area contracts make purchases and enter into leases as authorized by the budget;
- L. Maintain a system to hear and resolve grievances and complaints brought by customers and other interested parties;
- M. Furnish copies of audit reports to the CCBCC;
- N. Comply with all applicable Federal, State and local laws, rules, policies and procedures;

**Partnership Agreement Between  
Clackamas Workforce Partnership and the Clackamas County Board of County  
Commissioners**

- O. Establish and maintain an audit committee and maintain as a member the county employee described in section 3G. The audit committee shall prepare or supervise the preparation of all financial statements and other official financial information provided to the public; design and implement systems of internal controls to ensure CWP compliance with applicable laws, policies and procedures and appropriate risk management measures; facilitate an annual independent audit process, including engaging an independent certified public accountant and receiving all reports from the accountant; and issue an RFP for audit services every three to five years using federal procurement guidelines.
- P. Have authority to administer job-training/workforce development programs and services not limited to those services authorized by WIOA, and may receive any available funds that are unrelated to WIOA.
- Q. In the event liability for CWP workforce expenditures or operations occurs, the following priorities shall apply:
  - i. First Priority: CWP shall attempt to recover funds from the contractor, agent for third party causing the liability;
  - ii. Second Priority: CWP shall attempt to recover funds from an insurance carrier or bond issuer;
  - iii. Third Priority: CWP shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
  - iv. Fourth Priority: CWP shall repay the liability utilizing the contingency fund established for this purpose.
  - v. Final Priority: As a last resort and only to the extent required by the WIOA or other federal or state law, County shall repay any otherwise unpaid liability.
- R. CWP will indemnify and hold the CCBCC members and officers harmless from all liability resulting from their CCBCC service, to the extent allowed by law and permitted by the terms of the grants administered by CWP;
- S. Adopt and amend bylaws, which shall be consistent with this agreement and subject to review and approved by CCBCC; and,
- T. Appoint the Clackamas Workforce Partnership's Board of Directors.

**3. CCBCC Responsibilities**

CCBCC shall:

- A. Appoint CWP Board members;
- B. Identify one Commissioner to operate as ex-officio on the CWP Board and Executive Committee;

**Partnership Agreement Between  
Clackamas Workforce Partnership and the Clackamas County Board of County  
Commissioners**

- C. Review and approve the Clackamas workforce area's strategic workforce plan for submission to the governor;
- D. Designate the fiscal agent and administrative entity of the workforce area;
- E. Provide oversight of CWP Bylaws;
- F. Perform oversight and other responsibilities assigned to local elected officials pursuant to WIOA, State of Oregon laws, policies and grant agreements;
- G. Provide one employee of County with expertise and experience in WIOA grant accounting and administration to serve on the CWP audit committee; and,
- H. Have annual oversight and agreement of the CWP annual budget.

**4. Dispute Resolution**

If a dispute arises among the parties, the CWP Board and the CCBCC shall each select two members to meet and attempt to resolve the dispute. The meeting shall be chaired by a neutral party who may be a hearing officer selected by the Oregon Employment Department. The neutral chair may make a motion and call for a vote if a mutually agreed upon resolution cannot be reached and the neutral chair shall, in the case of a deadlock, cast the deciding vote. The decision shall be binding upon the CWP Board and CCBCC.

**5. Rebranding**

The CWP and CCBCC may elect to "rebrand" by changing their names. Any such change shall not invalidate this agreement and shall merely serve to substitute the new name for the name contained in this agreement.

**6. Duration**

This agreement shall take effect when authorized by CWP and CCBCC. Any of the parties may withdraw from this Agreement by giving advance written termination notice to the other parties on or before December 31<sup>st</sup>. Termination shall be effective at midnight of the following June 30<sup>th</sup>, the end of the workforce program year. This agreement shall remain in effect until terminated by either party in accordance with this paragraph.

**7. Amendment**

Any amendment to this agreement must be in writing signed by both parties and must make specific references to this agreement. Upon the request of either party, the parties shall enter into discussions with the other concerning amendment to this agreement.

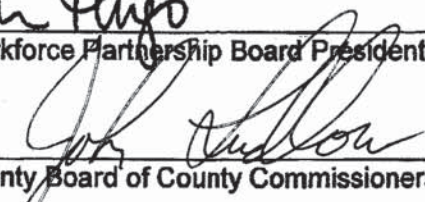
**SIGNATURES**

**Partnership Agreement Between  
Clackamas Workforce Partnership and the Clackamas County Board of County  
Commissioners**

The parties agree to each of the terms of this Agreement by signing below.

  
\_\_\_\_\_  
Clackamas Workforce Partnership Board President

12/17/2015  
Date

  
\_\_\_\_\_  
Clackamas County Board of County Commissioners Chair

1-7-16  
Date E.I.



**NORTH CLACKAMAS  
PARKS & RECREATION DISTRICT**

Administration

Scott Archer, Director  
North Clackamas Parks and Recreation District  
150 Beaver Creek Road  
Oregon City, OR 97045

July 6, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Agreement with the Oregon State Marine Board (OSMB)  
as part of the Maintenance Assistance Program (MAP) for FY 2017-18

<b>Purpose/ Outcomes</b>	Allows NCPRD to participate in the State of Oregon’s Maintenance Assistance Program (MAP) for FY 2017-18, which reimburses the District for maintenance of boating facilities.
<b>Dollar Amount and Fiscal Impact</b>	This Grant Agreement represents an additional \$4,750 of revenue.
<b>Funding Source</b>	A total of \$3,166.67 is required in matching funds, which will come from the NCPRD General Fund for the Maintenance Division.
<b>Duration</b>	July 1, 2017 through June 30, 2018
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>- Building public trust through good government</li> <li>- Ensuring safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Scott Archer, <i>Director</i> , 503-742-4421 Kevin Cayson, <i>Park and Facilities Manager</i> , 503-794-8030

**BACKGROUND:**

The North Clackamas Parks and Recreation District requests the approval of a grant agreement with the Oregon State Marine Board (OSMB) as part of its Maintenance Assistance Program (MAP) for FY 2017-18. The District has been awarded this grant on an annual basis since 1998.

The renewal of this grant allows the Oregon State Marine Board to assist NCPRD with maintenance funding at Milwaukie’s Riverfront Park, which is managed by the District. This grant comes with a maximum value of \$4,750 and requires a match of \$3,166.67 from the NCPRD General Fund.

**RECOMMENDATION:**

Staff recommends the Board approve the grant agreement and authorizes the Business and Community Services Director, Gary Barth to sign on behalf of North Clackamas Parks and Recreation District.

**ATTACHMENTS:**

1. Allocation Certification Agreement Maintenance Assistance Program (MAP) 2017-18
2. Award Letter from Oregon State Marine Board
3. Approved Grant Application Lifecycle Form

Respectfully submitted,

Scott Archer, Director  
North Clackamas Parks and Recreation District

**NORTH CLACKAMAS PARK DISTRICT  
ALLOCATION CERTIFICATION AGREEMENT  
MAINTENANCE ASSISTANCE PROGRAM (MAP) 2017-18**

This Maintenance Assistance Program (MAP) Allocation Certification Agreement is entered into by and between the State of Oregon, acting by and through the Oregon State Marine Board, hereinafter called "OSMB" and North Clackamas Park District, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

- I. The Recipient certifies that:
  - A. A budget has been adopted that includes the MAP allocation amount of **\$4,750.00** state funds for the fiscal year period of July 1, 2017 to June 30, 2018; and
  - B. The attached Site Inventory lists facilities and site elements maintained by the Recipient; and
  - C. MAP funds will be spent only to maintain improved marine facilities identified in the Site Inventory in accordance with MAP procedures and policies; and
  - D. During the season of use identified on the Site Inventory the facilities will be open and maintained for public use; and
  - E. That the amount of any user fee, identified on the Site Inventory, that is presently charged or will be charged during the fiscal year, includes the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and
  - F. OSMB will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and
  - G. MAP funds will not exceed sixty-percent of the overall maintenance cost of eligible boating facilities; and
  - H. A minimum of **\$3,166.67** matching resources will be provided. Matching funds do not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The percentage of shared use has been documented for areas such as restrooms and parking that serve eligible marine facilities and other park uses.
  - I. MAP funds are principally targeted for labor, supplies, or contract services that will be expended at the eligible marine facilities. Expenditures for program administration, supervision, or other general service assessments will be limited to a maximum of fifteen-percent.
  - J. MAP funds will not be expended for capital construction projects or used as match to other grants.
  - K. The Recipient agrees that the MAP Program is designed to supplement funds expended at eligible marine facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on the Site Inventory.
  - L. The Recipient shall immediately notify OSMB of any changes in operation or maintenance practices, fees, season of use, or public access. The Recipient agrees to reimburse OSMB any MAP funds deemed an overpayment as a result of such changes.
  - M. The Recipient agrees to reimburse OSMB any excess MAP funds not expended within the Maintenance Assistance Program – FY2017-18

fiscal year that exceed the ten-percent maximum carry forward amount.

N. The Recipient agrees to provide at the end of the fiscal year an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the Site Inventory.

II. OSMB certifies that:

A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved boating facilities .

B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible marine facilities identified on the Site Inventory.

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

OSMB: State of Oregon, acting by and through its Oregon State Marine Board

RECIPIENT:  
North Clackamas Park District

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

By: Scott Brewen  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

Title: Director

Title: \_\_\_\_\_

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

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



# Site Inventory

Maintenance Assistance Program 2017-2018

Recipient: North Clackamas Park District

Site Name: Milwaukie Riverfront Park				Use Fee: \$0.00	Fee Reduction: 0%	
Funding Source: MAP						
Feature	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Flush Restroom		12	PSO-	9	\$1,050.00	\$1,050.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	19	0			\$0.00	\$0.00
Boat Trailer Stalls	20	12	PSO	12	\$1,200.00	\$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Boarding Dock, total linear feet	220	7	PSO	12	\$700.00	\$700.00
<u>MAP Allocation for 7 site elements at Milwaukie Riverfront Park</u>					Allocation Subtotal:	\$4,750.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$4,750.00
<b>Total Grant for North Clackamas Park District (1 site)</b>					<b>Total Allocation:</b>	<b>\$4,750.00</b>



# Oregon

Kate Brown, Governor

## State Marine Board

435 Commercial St. NE, Suite 400  
P.O. Box 14145  
Salem, OR 97309-5065  
(503) 378-8587  
Fax (503) 378-4597



June 21, 2017

Kevin Cayson, Park Maintenance Supervisor  
North Clackamas Park District  
150 Beaver Creek Rd.  
Oregon City, OR 97045

Re: 2017-18 Maintenance Assistance Program (MAP) grant

Dear Mr. Cayson;

Based on its past MAP participation, North Clackamas Park District has been tentatively selected to receive a MAP grant from the Oregon State Marine Board. Grant funds could be used only to supplement routine maintenance expenses at improved public boating facilities from July 1, 2017 through June 30, 2018 (FY18). The grant would require a minimum 40% local match.

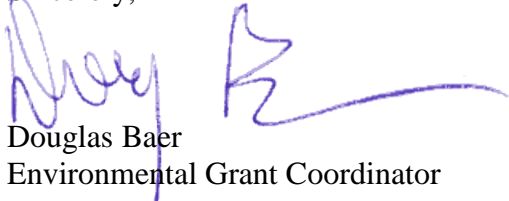
To accept the MAP grant award you must formally agree to participate in this voluntary program. You must certify that you agree to comply with program rules. At the end of the year, you must also provide an accounting of your maintenance expenses from both local funds and grant funds.

If you choose to accept the grant award and participate in MAP for FY18, sign the attached MAP Allocation Certification Agreement and return it via email.

Please note that the grant amount is based on the Site Inventory portion of the agreement. Review it carefully to ensure that it accurately reflects current site conditions. Contact me with any changes or corrections before you sign the agreement.

Thank you for providing access for Oregon boaters. Please contact me at [douglas.baer@oregon.gov](mailto:douglas.baer@oregon.gov) or 503-378-2603 if you have any questions.

Sincerely,



Douglas Baer  
Environmental Grant Coordinator

Encl.: MAP Allocation Certification Agreement w/ Site Inventory

# Grant Application Lifecycle Form

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

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

## \*\* CONCEPTION \*\*

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

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

Application for:  Subrecipient funds  Direct Grant  
Lead Department: NCPRD - Maintenance Division Grant Renewal?  Yes  No

Name of Funding Opportunity: Oregon2017-18 Maintenance Assistance Program (MAP) Grant  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Kevin Cayson  
Requestor Contact Information: 503-794-8030  
Department Fiscal Representative: Laura Zentner, BCS Deputy Director, x4351  
Program Name or Number (please specify): North Clackamas Parks and Recreation District, Maintenance Division (113-5400-07702)  
Brief Description of Project:

North Clackamas Park District has been tentatively selected to receive a MAP grant from the Oregon State Marine Board. Grant funds could be used to supplement routine maintenance expenses at improved public boating facilities from July 1, 2017 through June 30, 2018 (FY18). The allocation calculated by OSMB for FY 17/18 is \$4,750 with \$3,166.67 in NCPRD matching funds.

Name of Funding (Granting) Agency: Oregon State Marine Board

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

Website: <http://www.oregon.gov/OSMB/Pages/Facilities.aspx>  
Contact: Douglas Baer, OSMB Environmental Grants Coordinator  
(503) 378 2603; PO Box 14145, Salem OR 97309

**OR**

Application Packet Attached:  Yes  No

Completed By: N/A Date \_\_\_\_\_

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

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

Competitive Grant  Non-Competing Grant/Renewal  Other Notification Date: \_\_\_\_\_  
CFDA(s), if applicable: \_\_\_\_\_  
Announcement Date: N/A Announcement/Opportunity #: \_\_\_\_\_  
Grant Category/Title: Maintenance Assistance Program (MAP) Max Award Value: \$ 4,750.00  
Allows Indirect/Rate: N/A Match Requirement: \$ 3,166.67  
Application Deadline: Application not required Other Deadlines: \_\_\_\_\_  
Grant Start Date: 7/1/2017 Other Deadline Description: \_\_\_\_\_  
Grant End Date: 6/30/2018  
Completed By: \_\_\_\_\_  
Pre-Application Meeting Schedule: \_\_\_\_\_

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

**Mission/Purpose:**

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

This annual grant renewal provides financial assistance to NCPRD in maintaining the boat launch at Milwaukee Riverfront Park, a site managed by NCPRD.

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

This grant supports NCPRD's mission by promoting access to parks and recreation opportunities, such as boating. The grant agreement goes directly to the guiding purpose of the Maintenance Division, allowing the District to better maintain public facilities.

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

We are the Parks provider for the City of Milwaukee (owner of Milwaukee Riverfront Park). As parks and recreational professionals, we are the agency best suited to perform this work.

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

The objectives of the grant are to acquire, improve, and maintain boating facilities that serve recreational boaters. NCPRD plans to meet this objective by using the grant funds to maintain the boat dock and launch area at Milwaukee Riverfront Park.

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

Yes, the grant contributes to the NCPRD Maintenance program which serves to maintain NCPRD's parks and facilities.

**Organizational Capacity:**

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

Yes. The grant requires maintenance staff to perform the required maintenance on the boating facility. NCPRD's Proposed 2017-18 Budget includes 13.88 program staff (8.88 regular full-time employees and 5.0 temporary or part-time employees).

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

N/A - No partners.

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

N/A - Not a pilot project.

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

N/A - Not a new program or grant agreement.

**Collaboration**

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

N/A - No collaboration between County departments is necessary in the execution of this grant agreement.

**Reporting Requirements**

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

NCPRD must immediately notify OSMB of any changes in operation or maintenance practices, fees, season of use, or public access.

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

This is an annual grant NCPRD has been awarded for the last 10+ years. It is a successful grant and allows NCPRD to supplement funds expended at NCPRD-managed boating facilities.

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

NCPRD must agree to provide an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the Site Inventory at the end of the fiscal year (2017-18).

**Fiscal**

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

Yes. NCPRD must expend funds to maintain the boat facilities regardless. The grant simply subsidizes that work that NCPRD does already.

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

NCPRD General Fund Dollars as approved in the 2017-18 NCPRD Proposed Budget.

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

Yes. A minimum of \$3,166.67 of matching resources are required. These matching funds do not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day-use components.

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

Continuous - On an annual basis.

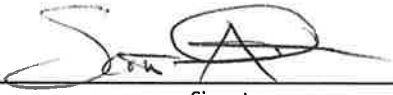
5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

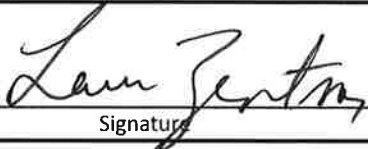
No.

Program Approval:

Name (Typed/Printed)	Date	Signature
<b>** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **</b>		

**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
SCOTT ARCHER	6/21/17	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Laura Zentner	6/22/17	
Name (Typed/Printed)	Date	Signature

**IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.**

**Section V: Board of County Commissioners/County Administration**

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

**For applications less than \$150,000:**

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
DAVID D. KRUPP	6/22/17	
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #:  Date:

OR

Policy Session Date:

County Administration Attestation

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



# Oregon

Kate Brown, Governor

## State Marine Board

435 Commercial St. NE, Suite 400  
P.O. Box 14145  
Salem, OR 97309-5065  
(503) 378-8587  
Fax (503) 378-4597



June 21, 2017

Kevin Cayson, Park Maintenance Supervisor  
North Clackamas Park District  
150 Beaver Creek Rd.  
Oregon City, OR 97045

Re: 2017-18 Maintenance Assistance Program (MAP) grant

Dear Mr. Cayson;

Based on its past MAP participation, North Clackamas Park District has been tentatively selected to receive a MAP grant from the Oregon State Marine Board. Grant funds could be used only to supplement routine maintenance expenses at improved public boating facilities from July 1, 2017 through June 30, 2018 (FY18). The grant would require a minimum 40% local match.


To accept the MAP grant award you must formally agree to participate in this voluntary program. You must certify that you agree to comply with program rules. At the end of the year, you must also provide an accounting of your maintenance expenses from both local funds and grant funds.

If you choose to accept the grant award and participate in MAP for FY18, sign the attached MAP Allocation Certification Agreement and return it via email.

Please note that the grant amount is based on the Site Inventory portion of the agreement. Review it carefully to ensure that it accurately reflects current site conditions. Contact me with any changes or corrections before you sign the agreement.

Thank you for providing access for Oregon boaters. Please contact me at [douglas.baer@oregon.gov](mailto:douglas.baer@oregon.gov) or 503-378-2603 if you have any questions.

Sincerely,



Douglas Baer  
Environmental Grant Coordinator

Encl.: MAP Allocation Certification Agreement w/ Site Inventory

**NORTH CLACKAMAS PARK DISTRICT  
ALLOCATION CERTIFICATION AGREEMENT  
MAINTENANCE ASSISTANCE PROGRAM (MAP) 2017-18**

This Maintenance Assistance Program (MAP) Allocation Certification Agreement is entered into by and between the State of Oregon, acting by and through the Oregon State Marine Board, hereinafter called "OSMB" and North Clackamas Park District, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

- I. The Recipient certifies that:
  - A. A budget has been adopted that includes the MAP allocation amount of **\$4,750.00** state funds for the fiscal year period of July 1, 2017 to June 30, 2018; and
  - B. The attached Site Inventory lists facilities and site elements maintained by the Recipient; and
  - C. MAP funds will be spent only to maintain improved marine facilities identified in the Site Inventory in accordance with MAP procedures and policies; and
  - D. During the season of use identified on the Site Inventory the facilities will be open and maintained for public use; and
  - E. That the amount of any user fee, identified on the Site Inventory, that is presently charged or will be charged during the fiscal year, includes the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and
  - F. OSMB will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and
  - G. MAP funds will not exceed sixty-percent of the overall maintenance cost of eligible boating facilities; and
  - H. A minimum of **\$3,166.67** matching resources will be provided. Matching funds do not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The percentage of shared use has been documented for areas such as restrooms and parking that serve eligible marine facilities and other park uses.
- I. MAP funds are principally targeted for labor, supplies, or contract services that will be expended at the eligible marine facilities. Expenditures for program administration, supervision, or other general service assessments will be limited to a maximum of fifteen-percent.
- J. MAP funds will not be expended for capital construction projects or used as match to other grants.
- K. The Recipient agrees that the MAP Program is designed to supplement funds expended at eligible marine facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on the Site Inventory.
- L. The Recipient shall immediately notify OSMB of any changes in operation or maintenance practices, fees, season of use, or public access. The Recipient agrees to reimburse OSMB any MAP funds deemed an overpayment as a result of such changes.
- M. The Recipient agrees to reimburse OSMB any excess MAP funds not expended within the Maintenance Assistance Program – FY2017-18



fiscal year that exceed the ten-percent maximum carry forward amount.

N. The Recipient agrees to provide at the end of the fiscal year an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the Site Inventory.

II. OSMB certifies that:

A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved boating facilities .

B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible marine facilities identified on the Site Inventory.

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

OSMB: State of Oregon, acting by and through its Oregon State Marine Board

RECIPIENT:  
North Clackamas Park District

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

By: Scott Brewen  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

Title: Director

Title: \_\_\_\_\_

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

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

# Site Inventory

Maintenance Assistance Program 2017-2018

Recipient: North Clackamas Park District

Site Name: Milwaukie Riverfront Park		Use Fee: \$0.00			Fee Reduction: 0%	
Funding Source: MAP						
Feature	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Flush Restroom		12	PSO-	9	\$1,050.00	\$1,050.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	19	0			\$0.00	\$0.00
Boat Trailer Stalls	20	12	PSO	12	\$1,200.00	\$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Boarding Dock, total linear feet	220	7	PSO	12	\$700.00	\$700.00
<u>MAP Allocation for 7 site elements at Milwaukie Riverfront Park</u>					Allocation Subtotal:	\$4,750.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$4,750.00
<b>Total Grant for North Clackamas Park District (1 site)</b>					<b>Total Allocation:</b>	<b>\$4,750.00</b>



July 6, 2017

Board of County Commissioners  
Clackamas County  
Board of North Clackamas Parks and Recreation District

Members of the Board:

**Approval of Amendment #2 to an Agreement with Enviser, Inc. for Full Coverage Mechanical Services to Maintain Facility Equipment at the North Clackamas Aquatic Park**

<b>Purpose/ Outcomes</b>	Allows NCPRD to continue working with Enviser, Inc. to perform full coverage mechanical services to maintain the facility equipment at the Aquatic Park.
<b>Dollar Amount and Fiscal Impact</b>	This amendment represents \$142,100 in expenditures over the next two years.
<b>Funding Source</b>	NCPRD General Fund Budget Line Item: 113-5400-07705-431000-82327
<b>Duration</b>	July 1, 2017 thru June 30, 2019
<b>Previous Board Action</b>	Amendment #1 approved at the 9/22/2016 Business Meeting
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>- Building public trust through good government</li> <li>- Ensuring safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Scott Archer, <i>Director</i> , 503-742-4421 Kandi Ho, <i>Recreation Services Manager</i> , 503-794-8001
<b>Contract No.</b>	N/A

**BACKGROUND:**

The North Clackamas Parks and Recreation District requests the approval of Amendment #2 to the agreement with Enviser, Inc. for full coverage mechanical services to maintain the facility equipment at the North Clackamas Aquatic Park.

This contract was awarded to Enviser, Inc. in 2015 following an RFP process. Enviser was chosen based on scoring of their submitted proposal, references and qualifications. Enviser has been a good partner and NCPRD would like to continue working with them to provide reliable service on necessary facility equipment.

This amendment has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approve Amendment #2 to the agreement with Enviser, Inc. and authorizes the Business and Community Services Director, Gary Barth, to sign on behalf of North Clackamas Parks and Recreation District.

**ATTACHMENT:**

1. Amendment #2 to the Contract Documents with Enviser, Inc. for Aquatic Park Facility Equipment Maintenance

Respectfully submitted,

Scott Archer, Director  
North Clackamas Parks and Recreation District

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH ENVISE, INC. FOR AQUATIC PARK FACILITY  
EQUIPMENT MAINTENANCE**

This Amendment #2 is entered into between Envisé, Inc. (“Contractor”) and the North Clackamas Parks and Recreation District (“County”) and it shall become part of the Contract documents entered into between both parties on December 10, 2015.

The Purpose of the Amendment #2 is to make the following changes to the Contract;

1. Section I. **SCOPE** is hereby changed as follows: This Amendment is exercising the option to renew the two (2) remaining additional one (1) year terms available on the Contract. The Contract expiration date is hereby changed from June 30, 2017 to **June 30, 2019**. The updated Scope of Work for Services provided (Schedules 1, 3, 4, and 5) are attached as **Exhibit A** and hereby incorporated by reference. Schedule 2 in the Original Contract and any subsequent Amendment is hereby removed in its entirety.
2. Section II. **COMPENSATION** is hereby changed as follows: The maximum fiscal year Compensation is as follows: FY 2017/2018 the fiscal year Compensation amount is \$70,000.00; FY 2018/2019 the fiscal year Compensation amount is \$72,100.00. For the two (2) year renewal the maximum Compensation total is **\$142,100.00**. The maximum Compensation authorized under this contract shall not exceed \$307,100.00. Fiscal year (FY) is defined as July 1 to June 30.

Original Contract Amount	\$ 95,000.00
Amendment #1 / Renewal #1	\$ 70,000.00
<b><u>Amendment #2</u></b>	<b><u>\$ 142,100.00</u></b>
<b>Contract Total</b>	<b>\$ 307,100.00</b>

3. Add Section **VII. HAZARD COMMUNICATION**

**HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County’s request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

4. Add Section **VIII. CONTRACT DOCUMENTS**

**CONTRACT DOCUMENTS.** This Contract consists of the following documents which are listed in descending order of precedence: Amendment #2, Amendment #1/Renewal #1, Original Contract and Exhibit A.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Enviser, Inc.  
4800 N. Channel Ave.  
Portland OR 97217

Clackamas County Board of County  
Commissioners by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

Approved as to Form:

1100630-96  
Oregon Business Registry #

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

FBC / California  
Entity Type / State of Formation

\_\_\_\_\_  
Date

208047  
Oregon CCB #

# EXHIBIT A

CONTRACTOR UPDATED SCOPE OF WORK FOR SERVICES AND  
ASSOCIATED FEES  
FOR FISCAL YEARS 2017/2018 AND 2018/2019