

AGENDA

Thursday, January 5, 2017 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2017-01

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Introduction and Welcoming of the New Board Member, Ken Humberston
2. Selection of the Board of County Commissioner's Vice Chair for 2017

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

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

A. Health, Housing & Human Services

1. Approval for Amendment No. 1 to the Intergovernmental Agreement with Washington County for the Cities Readiness Initiative Program – *Public Health*
2. Approval of a Sub-recipient Agreement with FamilyCare, Inc. for Chronic Disease Directors Diabetes Prevention Program – *Health Centers*
3. Approval to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds through Tri-County Metropolitan Transportation District of Oregon (Tri-Met) for Operational Funding for the Mt. Hood Express Bus Service - *Social Services*
4. Approval to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds through Ride Connection, Inc. for Services Provided by Members of the Transportation Consortium of Clackamas County for Clackamas County Seniors and People with Disabilities – *Social Services*

5. Approval to Apply for a Continuation Grant for Oregon Department of Transportation 5310 Enhanced Mobility Funds through Tri-County Metropolitan Transportation District of Oregon for Preventative Maintenance and Operations Funding for the Mt. Hood Express and Purchased Service for Boring Residents – *Social Services*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Oregon Department of Transportation (ODOT) for the Local Agency Certification Program

C. Elected Officials

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

IV. DEVELOPMENT AGENCY

1. Approval of an Agreement with Clackamas Mall LLC for the Clackamas Regional Center Property Enhancement Program

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

January 5, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for Amendment #1 of the Intergovernmental Agreement with
Washington County for the Cities Readiness Initiative Program

Purpose/Outcomes	Amendment #1 of the Agreement increases the funding to Clackamas County for the Cities Readiness Initiative Program.
Dollar Amount and Fiscal Impact	The Amendment will increase the agreement value by \$6,871 for a maximum value of \$32,092.
Funding Source	No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2017
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Previous Board Action	The Board has review and approved this agreement on June 29, 2016 agenda item 062916-A10.
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	7828_01

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to the Intergovernmental Agreement with Washington County for the Cities Readiness Initiative Program.

The Cities Readiness Initiative Program is a nationwide program designed to help large urban areas create plans to administer medicine or chemical agents for the purpose of disease prevention to 100% of their populations. The State of Oregon contracts these funds to Washington County who administers this program on the State's behalf. The Portland Metropolitan CRI program is in its ninth year and includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington, and Yamhill counties.

Amendment #01 increases the agreement by \$6,871 for a maximum value of \$32,092. This Amendment is effective upon signature and continues through June 30, 2017. This Amendment has been reviewed by County Counsel on December 5, 2016.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

CONTRACT AMENDMENT NO. 1

This amendment is made and entered into by and between, Clackamas County (Contractor") and Washington County, a political subdivision of the State of Oregon ("County").

This amendment modifies that certain contract between the parties, the original contract number being CA 16-1094.

The contract is amended as follows:

The contract is increased in the amount of \$6,871 . Attachment A, COMPENSATION TERMS, is amended as follows:

COMPENSATION TERMS: Washington County agrees to pay Clackamas County, as a sub-recipient of this federal funding, a maximum of \$32,092 between July 1, 2016 and June 30, 2017. Any adjustments to the final grant funds will be reflected in an amendment to this IGA.

Invoices must be on a reimbursement basis. Supporting documentation from accounting software should be submitted along with any invoice and should tie to the amount being requesting to be paid.

Please submit invoices to the following:

Adrienne Donner
Washington County Dept. of Health and Human Services
155 North First Avenue, MS-6A
Hillsboro, OR 97124
Adrienne_Donner@co.washington.or.us

If Clackamas County does not spend or obligate its award 60 days prior to June 30, 2017 (April 30, 2017), the unspent funds will be retained by Washington County for reallocation.

CFDA #93.069 Public Health Emergency Preparedness

Effective Date of Amendment: 12/1/2016, or upon final signature, whichever is later.

All other terms and conditions of the original contract shall remain in full force and effect.

CONTRACTOR:

Signature

Printed Name

Contract No: _____

Date

Title

Telephone Number

Email

WASHINGTON COUNTY:

Signature

Printed Name

Date

Title

COPY

Richard Swift
Director

January 5, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with FamilyCare, Inc.
for Chronic Disease Directors Diabetes Prevention Program

Purpose/Outcomes	Coordinated Care Organizations (CCOs) will contract with selected certified providers of the National Diabetes Prevention Program (NDPP) or YMCA Diabetes Prevention Program (YDPP) to develop a payment model and engage health care providers within their system to assess for pre-diabetes and identify patients appropriate for DPP.
Dollar Amount and Fiscal Impact	The total amount of the agreement is \$90,000. No County General funds are involved.
Funding Source	National Association of Chronic Disease Directors' (NACDD)
Duration	Effective September 1, 2016 and terminates June 30, 2017.
Previous Board Action	No previous Board actions have been taken on this agreement.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Dawn Emerick 503-742-8479
Contract No.	7928

BACKGROUND:

Clackamas County Public Health Division (CCPHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Sub-Recipient Agreement with FamilyCare, Inc. for Chronic Disease Directors Diabetes Prevention Program.

Sustainable Relationships for Community Health (SRCH) and National Association of Chronic Disease Directors' (NACDD) Diabetes Prevention Program (DPP) is engaging Coordinated Care Organizations (CCOs) to contract with selected certified providers of the National Diabetes Prevention Program (NDPP) or YMCA Diabetes Prevention Program (YDPP) to develop a payment model and engage health care providers within their system to assess for pre-diabetes and identify patients appropriate for DPP.

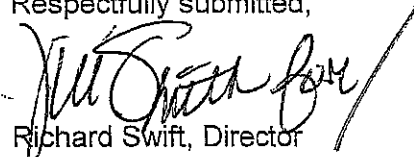
The total amount of this agreement is \$90,000. No County General funds are involved. The agreement is effective September 1, 2016 and terminate on June 30, 2017. This agreement has been reviewed by County Counsel on November 30, 2016.

The agreement is retro-active due to language negotiations with Sub-Recipient to ensure grant compliance regulations were met.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", with a long horizontal stroke extending to the right.

Richard Swift, Director
Health, Housing, and Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-025**

Program Name: *SRCH – 2016 – National Assoc. of Chronic Disease Directors Diabetes Prevention Program*
 Department Program/Project Number: *08383-40154*

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

Clackamas County Data

Grant Accountant: <i>Sherry Olson (Whitehead)</i>	Program Manager: <i>Julle Aalbers</i>
Clackamas County – Public Health Division 2051 Kaen Road Oregon City, OR 97045 Phone (503) 742-5342 swhitehead@co.clackamas.or.us	Clackamas County – Public Health Division 2051 Kaen Rd. Oregon City, OR 97045 Phone (503) 655-8405 Julieaal@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: <i>Bill Murry, COO</i>	Program Representative: <i>Mackenzie Petersen, MSW</i>
FamilyCare, Inc. 825 NE Multnomah St., suite 1400 Portland, OR 97232 503-734-3147 BillM@familycareinc.org	FamilyCare, Inc. 825 NE Multnomah St., suite 1400 Portland, OR 97232 503-488-3602 MackenzieP@familycareinc.org
DUNS: 063916173	

RECITALS

1. FamilyCare, Inc. (SUBRECIPIENT), is a 501(c)(4) nonprofit Coordinated Care Organization that provides integrated patient-centered care to approximately 130,000 Oregonians covered by OHP/Medicaid. The SUBRECIPIENT program will manage existing health concerns and accountable for health outcomes of the population they serve. They act as an umbrella organization that governs and administers care for OHP members in their local communities.
2. Program description: Sustainable Relationships for Community Health (SRCH) and National Association of Chronic Disease Directors' (NACDD) Diabetes Prevention Program (DPP) is engaging Coordinated Care Organizations (CCOs) to assist the SRCH consortium in building a closed loop referral system from the health care provider to the community based program, to contract with and develop a payment model with selected providers of the National Diabetes Prevention Program (NDPP) or YMCA Diabetes Prevention Program (YDPP) and engage health care providers within their system to assess for pre-diabetes and identify patients appropriate for DPP.
3. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of **September 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the 2015 – 2017 State of Oregon Intergovernmental Agreement by and through the Oregon Health Authority for the Financing of Public Health Services (Agreement No. 148002) and the U.S. Department of Health and Human Services, that is the source of the grant funding, in addition to compliance with requirement of Title 45 of the Code of Federal Regulations, Part 74. A copy of the applicable sections of the grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the 2015 – 2017 Intergovernmental Agreement, Sustainable Relationships for Community Health, issued to the COUNTY by the U.S. Department of Health and Human Services. **CFDA NO. 93.484**. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$90,000.00**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Quarterly & Final Performance Reports. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement. In the event that Federal Funds are not received, the County will reimburse SUBRECIPIENT with County Funds until an Amendment to reduce the award is issued or the Agreement is terminated.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT chooses to use the federally-authorized *de-minimis* indirect cost rate of 10%, which is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B. SUBRECIPIENT further certifies that it is a "major nonprofit organization" according to the definition in 2 CFR 200.414(a), and will follow the classifications of different types of indirect cost expenses as outlined in 2 CFR 200.414(a-b).
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- k) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (quarterly and final) during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT,

in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a quarterly basis.

- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F & G), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- n) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions and to perform checks for inclusion on the debarment list for all covered transactions made under this agreement as outlined in 2 CFR 180.220. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c)(4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have

access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- s) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for State of Oregon Grant Intergovernmental Agreement #148002, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

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

- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution and for the purposes of the program should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY unless such disclosures are made pursuant to federal law, including the Health Insurance Portability and Accountability Act (HIPAA). SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

11. Procurement Waiver

The Oregon Health Authority has issued a waiver, in writing, for the exemption of SUBRECIPIENT from procurement requirements related to the selection and contracting of service providers under this Agreement. SUBRECIPIENT will contract for program services under this Agreement by leveraging existing relationships with geographically and culturally appropriate providers for their customer population.

12. General Agreement Provisions.

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

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

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

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

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit A: SUBRECIPIENT Statement of Program Objectives

FamilyCare, Inc.
Subrecipient Grant Agreement #17-025 – Contract # 7928
Page 9 of 17

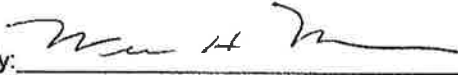
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Quarterly & Final Performance Reports
- Exhibit F: Final Financial Report

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers. AGREED as of the Effective Date.

FAMILYCARE, INC.

By: 

William Murray, Chief Operating Office
12/14/16

Date

825 NE Multnomah, Suite 1400

Street Address
Portland, Oregon 97232

City/State/Zip
(503) 734-3147 / (503) 734-3197

Phone Number /Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

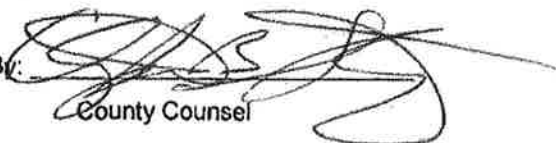
Richard Swift, Director
Department of Health, Housing, & Human Services

Date

Recording Secretary

Date

Approved to Form

By: 

County Counsel

21 Nov 2016

Date

EXHIBIT A
STATEMENT OF PROGRAM OBJECTIVES

PROGRAM NAME: SRCH – 2016 – National Assoc. of Chronic Disease Directors Diabetes Prevention Program	AGREEMENT # 17-025
SUB-RECIPIENT: FamilyCare, Inc.	

PURPOSE:

SUBRECIPIENT will assist the Sustainable Relationships for Community Health (SRCH) consortium in building a closed loop referral system from the health care provider to the community based program and to contract with selected providers of the NATIONAL DIABETES PREVENTION PROGRAM (NDPP) or YMCA Diabetes Prevention Program (YDPP) as well as engaging health care providers in their system to assess for pre-diabetes and identify patients appropriate for Diabetes Prevention Program (DPP).

SCOPE OF PROGRAM:

- A. SUBRECIPIENT agrees to accomplish the following work under this contract:
1. Offer expertise in development of closed loop referral system from health care providers within FamilyCare, Inc. Health system to the community based program, Diabetes Prevention Program (NDPP or YDPP).
 2. Assist SRCH consortium in identifying current providers of NDPP or YDPP and with building capacity
 3. Assist in engaging providers in FamilyCare, Inc. Health system to assess for pre-diabetes and identify patients appropriate for DPP and document in Electronic Health Record (HER).
 4. Develop cost model for DPP program for program recruitment, participation and retention.
 5. Assist SRCH consortium in reimbursement system for DPP providers and case management.
 6. Implementation of Coordinated Care Organization (CCO) portion of NACDD work plan.
 7. Attend and participate in SRCH Institutes, technical assistance calls and consortium meetings.
 8. Assist SRCH consortium in aggregated data extractions regarding FamilyCare, Inc. Health members as mutually agreed.
 9. Participate in Oregon Health Authority (OHA) led SRCH evaluation team.
- B. Clackamas County Public Health will
1. Manage SRCH project.
 2. Participate in SRCH Institutes and consortium meetings.
 3. Act as liaison to other consortium members.
 4. Communicate to CCO relevant information regarding system change and project outcomes.
 5. Explore and establish case management for diabetes prevention program if needed.
 6. Assist in piloting and monitoring referral process.
 7. Work with SRCH consortium to build capacity of community-based programming.

**EXHIBIT B
 SUBRECIPIENT PROGRAM BUDGET**

**PROGRAM: SRCH – 2016 – National Assoc. of Chronic Disease Directors Diabetes
 Prevention Program**

Budget Items by Class Categories	Federal Grant Dollars
a. Personnel	\$10,900
b. Fringe Benefits	\$0
c. Travel	\$0
d. Equipment	\$0
e. Supplies	\$0
f. Contractual	\$71,000
<i>Contracts with DPP provider's to provide DPP program to 100 members</i>	
g. Construction	\$0
h. Other	\$0
i. Total Direct Charges (sum of a-h)	\$81,000
j. Indirect Charges (Federal <i>de minimis</i> 10%)	\$8,100
k. Totals (i + j)	\$90,000
l. Program Income	

EXHIBIT C
CONGRESSIONAL LOBBYING CERTIFICATE

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

FamilyCare, Inc. National Assoc. of Chronic Disease Directors Diabetes Prevention Program-Project 40154

Organization Name

Award Number or Program Name

WILLIAM H. MURRAY

Name and Title of Authorized Representative

William H. Murray

12/16/10

Signature

Date

EXHIBIT D
REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST

PROGRAM NAME: SRCH – 2016 – National Assoc. of Chronic Disease Directors Diabetes Prevention Program	AGREEMENT #17-025
SUB-RECIPIENT: FamilyCare, Inc.	

COMPENSATION AND RECORDS

- A. COUNTY shall reimburse SUBRECIPIENT for satisfactorily completing activities and meeting performance goals described in EXHIBIT A, above.
- B. The total reimbursement to SUBRECIPIENT shall not exceed **\$90,000.00**.
- C. COUNTY agrees to pay SUBRECIPIENT true and verifiable expenses on a quarterly basis after payment is received from the State of Oregon.
- D. Method of Payment: To receive reimbursement, SUBRECIPIENT shall submit Request for Reimbursement Form (Exhibit D.1) on a quarterly basis as follows:

SUBRECIPIENT shall submit Request for Reimbursement Form (Exhibit D.1) quarterly for true and verifiable expenses under this Agreement. Requests shall be submitted to Clackamas County Public Health, Attn: Sherry Olson (Whitehead) 2051 Kaen Road, Suite 367, Oregon City, Oregon 97045, or electronically to: swhitehead@co.clackamas.or.us. When submitting electronically, designate SUBRECIPIENT name and award (**#17-025**) in the subject of the e-mail. Requests for Reimbursement shall be submitted 30 days following quarter end, except for the final request, which shall be submitted 15 days after the end of the term of this Agreement. A fully-completed Final Financial Report (Exhibit F) must accompany the final Request for Reimbursement for payment to be issued.

Within thirty (30) days after receipt of the bill, provided that the Program Supervisor has received all required programmatic reporting and approved all expenses listed on the invoice, COUNTY shall pay the amount requested to SUBRECIPIENT.

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

**Exhibit D1
 REQUEST FOR REIMBURSEMENT**

Note: This form derives from the approved budget in your grant Agreement.
 All expenditures must have adequate supporting documentation.

Subrecipient	FamilyCare, Inc.	Grant Number:	17-025
Address:	825 NE Multnomah St., suite 1400	Report Period:	
	Portland, OR 97232	Contract #:	7928
Contact Person:	Bill Murray, COO	Federal Award #:	
Phone Number:	503-734-3147	CFDA(s):	93.484
E-mail:	BillM@familycareinc.org		

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
Personnel	\$ 10,900	\$ -	\$ -	\$ -
Contracts with DPP providers	\$ 71,000	\$ -	\$ -	\$ -
Indirect Costs	\$ 8,100	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Grant Funds Requested	\$ 90,000	\$ -	\$ -	\$ -

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

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

Prepared by: _____
Authorized Signer: _____
Date: _____

Department Review

Program Officer Name: _____
Department: _____
Signature: _____ **Date:** _____

EXHIBIT E QUARTERLY AND FINAL PERFORMANCE REPORT

Performance Reporting Schedule

SUBRECIPIENT must submit a **Quarterly** Performance Report, to Clackamas County, no later than the 30th day of the following month.

SUBRECIPIENT must submit a **Final** Performance Report no later than July 15, 2017 along with the final request for payment.

Performance Reporting Content and Format

The reports may be provided electronically. Reports must be submitted on company letterhead and contain a summary discussion on each of the following performance measures:

- (a) Names of Diabetes Prevention Program (DPP) Providers with contracts in place
- (b) Report on provider engagement activities
- (c) Number of members referred to DPP
- (d) Number of members who have enrolled in DPP by provider
- (e) Number of members who have reached core completion of 9 out of 16 sessions
- (f) Copy of reporting on deliverables to Oregon Health Authority (OHA) and National Association of Chronic Disease Directors (NACDD) as required in the NACDD work plan.

Reporting Adverse Conditions or Material Impairments to Award Performance

In addition to the Quarterly and Final Performance Reports, SUBRECIPIENT must notify Clackamas County Program Manager of developments that have a significant impact on grant-supported activities. SUBRECIPIENT must inform Clackamas County Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability of SUBRECIPIENT to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**EXHIBIT F
 FINAL FINANCIAL REPORT**

Program Name: SRCH – 2016 – National Assoc. of Chronic Disease Directors Diabetes Prevention Program	Agreement #: 17-025
Federal Award #:	Date of Submission: XX/XX/XX
Subrecipient: FamilyCare	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	\$90,000
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

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

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

January 5, 2017

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Continuation Grant for Oregon Department of
Transportation Special Transportation Formula Funds through Tri-County Metropolitan
Transportation District of Oregon (TriMet) for Operational Funding for the
Mt Hood Express Bus Service

Purpose/Outcomes	Agreement with TriMet to provide funding for operational funding for the Mt Hood Express bus service
Dollar Amount and Fiscal Impact	The maximum grant award is \$ 21,218. The contract is funded through TriMet agreement with the Oregon Dept. of Transportation.
Funding Source	State Special Transportation Formula Funds - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

The Social Services Division of the Health, Housing, and Human Services Department requests approval to apply for an operations grant for Oregon Department of Transportation Special Transportation Formula (STF) Funds to continue to provide public transit services in the Hoodland area of Clackamas County, especially for seniors and persons with disabilities. The grant application will be for \$10,609 per year for two years for a total award of \$21,218. The grant period is July 1, 2017 to June 30, 2019. The grant, if awarded, would have no effect on staffing. No County General Funds are involved.

The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along the Highway 26 corridor including stops in Welches, Rhododendron, Government Camp and Timberline Lodge. The service connects to Sandy's bus service to provide regional public transit access to employees, local residents and persons who desire to access recreational opportunities year round on Mt. Hood. The Villages Shuttle service provides point-deviated bus service to the Villages at Mt. Hood Communities on weekdays, allowing seniors, persons with disabilities and others who need extra stops and route deviations bus service to access work, medical appointments and other needs. The Mt Hood Express has received these funds for the last six years to assist in

providing public transit services that are fully accessible and meet the needs of vulnerable residents in these rural communities.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

Richard Swift, Director
Health, Housing and Human Services

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: Social Services Division Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: Special Transportation Fund Formula Program

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Teresa Christopherson

Requestor Contact Information: 503-650-5718

Department Fiscal Representative: Same as above

Program Name or Number (please specify): 5355

Brief Description of Project:

This biennial funding process from Oregon Department of Transportation, passes through Special Transportation Formula (STF) Funds to Social Services from TriMet to support the operations of the Mt Hood Express. This grant will provide continued funding to the Mt Hood Express to provide both commuter and local service to the Villages at Mt Hood, with bus service originating in Sandy and running to Government Camp and Timberline. This service provides the only public transportation services for residents of these communities and also provides a vital link for visitors to the Mt Hood area.

Name of Funding (Granting) Agency: State of Oregon - ODOT

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

<https://trimet.org/meetings/stfac/grants.htm>
<https://www.oregon.gov/ODOT/PT/Pages/programs/enhanced-mobility.aspx>

OR

Application Packet Attached: Yes No

Completed By: _____ Date _____

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

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

<input type="checkbox"/> Competitive Grant	<input checked="" type="checkbox"/> Non-Competing Grant/Renewal	<input type="checkbox"/> Other	Notification Date: <u>12/2/2016</u>
CFDA(s), if applicable: <u>N/A</u>			
Announcement Date: <u>12/2/2016</u>	Announcement/Opportunity: <u>N/A</u>		
Grant Category/Title: <u>Special Transportation Fund- Formula</u>	Max Award Value: \$ <u>21,218.00</u>		
Allows Indirect/Rate: <u>N/A</u>	Match Requirement: <u>0</u>		
Application Deadline: <u>1/6/2017</u>	Other Deadlines: _____		
Grant Start Date: <u>7/1/2017</u>	Other Deadline Description: _____		
Grant End Date: <u>6/30/2019</u>			
Completed By: <u>Teresa Christopherson</u>			
Pre-Application Meeting Schedule: _____	<u>12/27/2016</u>		

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 funding aligns with the strategic priority to increase self-sufficiency for our clients as well as ensuring safe, healthy and secure communities by addressing the transportation needs of older adults and adults with disabilities in the community. In addition, the Mt Hood Express supports low income job seekers in accessing employment opportunities.

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

This funding aligns with the division mission to provide quality services and meaningful opportunities for all elderly, disabled, and low-income residents of Clackamas County. The grant provides public transit services to residents of the Hoodland area who would otherwise not have access to transportation resources.

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

N/A

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

Provide public transportation options to seniors and persons with disabilities who reside in rural Clackamas County to access work, school, medical appointments, shopping and recreational opportunities in an area previously unserved by public transit.

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

This provides ongoing funding to the Mt Hood Express program.

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?

The existing program currently has adequate and qualified staff.

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?*

Mt Hood Express is dependent on many partnerships with public and private entities, including the City of Sandy, Oregon Department of Transportation, Western Federal Lands and private business partners in the Hoodland area, including Timberline Lodge, Mt Hood Ski Bowl and the Resort at the Mountain. ODOT and WFL both contribute grant resources and the private partners contribute funds for match. The City of Sandy's transit service is coordinated closely with the Mt Hood Express to improve efficiencies and provide seamless service. All partners are committed to the success of this project.

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

N/A

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

N/A

Collaboration

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

N/A

Reporting Requirements

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

Quarterly reports are submitted to ODOT.

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?*

Grant performance is evaluated on a variety of measures, including number of rides, cost per ride and other data. The data required to complete these performance measures is routinely collected as part of the service. In addition, surveys addressing customer satisfaction and future needs are conducted on a regular basis, at least annually. Data is maintained both by the contracted operator of the service and internally. No additional resources are required.

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

Fiscal reporting is included as a component of the quarterly reports to ODOT>

Fiscal

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

The Mt Hood Express, formerly Mountain Express, has been providing public transit service to residents of the Mt Hood area for over 11 years. In 2013, Mt Hood Express was able to expand service to Government Camp and Timberline with a unique public-private partnership model. The 2015-2016 year brought with it record breaking ridership numbers – 52,126. Ridership increased 23 %, exceeding projections by 3 %, compared to the previous year. For example, the increase in consumer demand in the peak season winter months (December, January, and February) ridership, increased over 34 % with 19,803 riders, compared to the previous year's (2014/2015) 14,716 riders. Approximately 30% of riders are employed in the Mt Hood area and access to public transit allows low income families with limited transportation resources to access employment. Other benefits include economic benefits to business by decreasing pressure on scant parking and improving access to recreational areas and businesses, safety improvement by reducing the number of vehicles on the road and environmental benefits by reducing emissions. The direct impact of these benefits cannot be calculated but the importance to this community and to the county is clear.

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

The other revenue resources required include Federal Lands Access Program grant funds, 5311 grant funds through ODOT, 5310 grant funds through ODOT and the contributions of private partners. An extension of FLAP funds has been approved and applications for 5311 and 5310 for 2017-2019 will be completed over the next few months. Our private partners continue to be committed to the program.

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

There is no match requirement for STF funds.

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

This is continuous funding. This is the 5th funding cycle that Social Services is applying for funds.

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?

This grant funds direct operations only. Other grant funds and county general funds address indirect costs.

Program Approval:

Teresa Christopherson

12/27/2016

Name (Typed/Printed)


Date




Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
<i>Enika Silver</i>	<i>12/27/16</i>	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
<i>Jill Smith</i>	<i>12/28/16</i>	
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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

January 5, 2017

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds through Ride Connection, Inc., for Services Provided by Members of the Transportation Consortium of Clackamas County for Clackamas County Seniors and People with Disabilities

Purpose/Outcomes	Agreement with Ride Connection, Inc to provide funding for Transportation Services to seniors and/or people with disabilities residing in Clackamas County.
Dollar Amount and Fiscal Impact	The maximum grant award is \$967,575. The contract is funded through the Ride Connection, Inc agreement with TriMet and the Oregon Dept. of Transportation.
Funding Source	State Special Transportation Formula Funds - no County General Funds are involved.
Duration	Effective July 1, 2018 and terminates on June 30, 2020
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

The Social Services Division of the Health, Housing, and Human Services Department requests approval to apply for a continuation grant for Oregon Department of Transportation Special Transportation Formula (STF) Funds through Ride Connection, Inc. for services provided by members of the Transportation Consortium of Clackamas County for area seniors and people with disabilities. The consortium includes 25 agencies consisting of elderly and disabled (E&D) transportation providers, advocates and five transit agencies. With the completion of the Regional Elderly and Disabled Transportation Plan, the Consortium was designated as the local coordinating council for Clackamas County. This grant would provide funding for Clackamas County Transportation Consortium rural program partners in the amount of \$656,236 for transportation services and \$311,339 for Consortium urban program partners. Transportation services are offered to area seniors and persons with disabilities that have limited or no access to public transportation. This is the fourteenth funding cycle that Social Services is applying for continuation funding for transportation services to elderly and disabled transportation programs provided by some members of the Clackamas County Transportation Consortium.

The initial two-year grant for expanded service was approved by the BCC at the November 24, 1999 meeting and renewed annually thereafter. The grand total amount of this proposed two year renewal application will be up to \$967,575. The grant, if awarded, would have no effect on staffing. No

County General Funds are involved. This STF funding will fund the Clackamas County Transportation Consortium for FY18/19 and FY19/20 for the following services:

Rural transportation programs operated by Clackamas senior/community centers and the Transportation Reaching People program provide transportation services to seniors and persons with disabilities who live outside of the TriMet district or outside the centers regular service area. Rides are provided by senior center vans and volunteer drivers using their own vehicles. Rides are provided to nutrition sites, medical appointments, personal business and social activities. The specific centers and services included in this Special Transportation Formula Funds for transportation services are the following: Canby Adult Center, Estacada Community Center, NCPR-Milwaukie Center, Molalla Senior Center, Hoodland Senior Center, Pioneer Community Center, Sandy Senior and Community Center, and Transportation Reaching People. The urban funding portion of this grant is for the Transportation Reaching People program providing the same types of rides seniors and persons with disabilities who live inside of the TriMet district. Funding is also provided to Social Services for administrative costs.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

Richard Swift, Director
Health, Housing & Human Services Dept.

Grant Application Lifecycle Form

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

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

**** CONCEPTION ****

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

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

Lead Department: Social Services Division Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: Special Transportation Fund Formula Program

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Stefanie Reid-Danielson

Requestor Contact Information: 503-655-8330

Department Fiscal Representative: Same as above

Program Name or Number (please specify): 05339, 05340, 05346, 05347, 05351

Brief Description of Project:

This biennial funding process from Oregon Department of Transportation, passes through Special Transportation Formula (STF) Funds to Social Services from Ride Connection, Inc. for transportation services provided by members of the Transportation Consortium of Clackamas County to seniors and people with disabilities living in Clackamas County. This grant will provide continued funding to Transportation Reaching People, Social Services' internal transportation program, and program partner community centers around the county. Transportation services are offered to seniors and persons with disabilities who have limited or no access to public transportation. This is the fourteenth funding cycle that Social Services has applied for continuation funding to be used for the TRP program and to fund contracts with community centers for transportation services in their communities.

Name of Funding (Granting) Agency: State of Oregon - ODOT

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

<https://trimet.org/meetings/stfac/grants.htm>
<https://www.oregon.gov/ODOT/PT/Pages/programs/enhanced-mobility.aspx>

OR

Application Packet Attached: Yes No

Completed By: Stefanie Reid-Danielson Date 12/16/2016

**** 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: 12/2/2016
CFDA(s), if applicable: N/A
Announcement Date: 12/2/2016 Announcement/Opp: N/A
Grant Category/Title: Special Transportation Fund- Formula Max Award Value: \$ 967,575.00
Allows Indirect/Rate: N/A Match Requirement: 0
Application Deadline: 1/6/2017 Other Deadlines: 12/16/2016
Grant Start Date: 7/1/2018 Other Deadline Description:
Grant End Date: 6/30/2020 Draft Application Due to Ride Connection
Completed By: Stefanie Reid-Danielson
Pre-Application Meeting Schedule: 12/7/2016

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 funding aligns with the strategic priority to increase self-sufficiency for our clients as well as ensuring safe, healthy and secure communities by addressing the transportation needs of older adults and adults with disabilities in the community

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

This funding aligns with the division mission to provide quality services and meaningful opportunities for all elderly, disabled, and low-income residents of Clackamas County. These transportation services are part of a comprehensive system designed to meet immediate service needs and encourage as much self-help and independence as possible.

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

Social Services, in partnerships with (9) of the area community centers, creates the best model for deliver of transportation services that are based on community need. This enables older adults and adults with disabilities to retain access essential services that assist them in remaining independent and involved in the community as long as possible.

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

Provide transportation services to Clackamas County seniors and persons with disabilities that have limited or no access to public transportation

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

This provides ongoing funding to Social Services Transportation Reaching People program as well as community center partners of the Clackamas County Transportation Consortium.

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?

Grant funds the existing internal program which has adequate qualified operational and administrative staff.

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?

This program is successful because of the existing partnerships with the community center Transportation Consortium members - Canby Adult Center, Estacada Community Center, NCPR-Milwaukie Center, Molalla Senior Center, Hoodland Senior Center, Pioneer Community Center, Sandy Senior and Community Center. The Centers not only deliver rides but also provide nutrition services, health promotion activities and other essential social services to the communities.

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

N/A

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

N/A

Collaboration

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

N/A

Reporting Requirements

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

Service Summary reports are submitted monthly to Ride Connection detailing service/fiscal data. Ride data is also entered monthly into TriMet's E&D Transportation database. Information is also reported to ODOT on a quarterly basis.

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?

Grant performance is evaluated on delivery of rides, cost of the rides delivered and customer satisfaction.

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

Monthly reporting of actual costs on Ride Connection's report form by project.

Fiscal

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

Without this funding, the transportation services currently being provided to seniors and persons with disabilities throughout Clackamas County, both by TRP and by our senior and community center partners, would end, resulting in approximately 70,000 rides to medical and life sustaining medical appointments, congregate meals, shopping and other services being eliminated. For many of our riders, there are not alternate services available in their communities to allow them to remain independent and in their own homes. For many of our riders, the cost of cab rides is prohibitive on a fixed income. For example, a cab ride from Sandy, OR to OHSU for a medical appointment is estimated to be \$95. Loss of transportation can result in failure to receive preventative health care, as well as access to adequate nutrition. While the exact cost of the elimination of these programs cannot be calculated, we believe that both the direct costs to members of our communities who are least able to afford transportation, as well as the costs of emergency medical care and loss of independence resulting in individuals being placed in more expensive care options more than justify the expense of the programs.

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

These programs are also dependent on a variety of funding sources, such as Waivered Medical Non-Medical transportation funds. Other funding sources are long-standing and are expected to continue at this time.

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

There is no match requirement for STF funds.

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

This is continuous funding. This is the 14th funding cycle that Social Services is applying for funds.

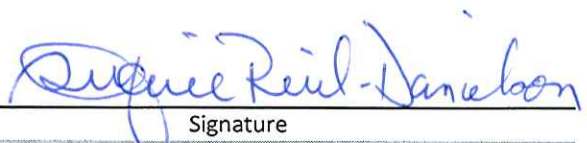
5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

There is a small amount of administrative funds associated with these grants that is assigned to indirect costs. The balance is covered by other funding sources, primarily county general fund.

Program Approval:

Stefanie Reid-Danielson

12/27/2016




Name (Typed/Printed)


Date

Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Teresa Christopherson	12/27/16	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Jill Smith	12/29/16	
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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

January 5, 2017

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Continuation Grant for Oregon Department of
Transportation 5310 Enhanced Mobility Funds through Tri-County Metropolitan
Transportation District of Oregon (TriMet) for Preventative Maintenance and Operations
Funding for Mt Hood Express and Purchased Service for Boring Residents

Purpose/Outcomes	Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund preventative maintenance for the Mt Hood Express bus service and purchased services providing elderly and disabled transportation to the Boring area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$139,028. These funds will be used to pay for preventative maintenance for the Mt Hood Express buses, as well as funding to provide community-based elderly and disabled transportation services in the Boring area coordinated by the Sandy Senior and Community Center. Match funds will be provided by the county and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	Federal Transit Administration 5310 Elderly and Disabled Transportation grant. No county general funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

The Social Services Division of the Department of Health, Housing and Human Services requests approval to apply to Oregon Department of Transportation Rail and Public Transit Division to fund preventative maintenance for the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to medical and social services to elderly and disabled residents. Clackamas County Social Services has received 5310 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

Match is provided through private contributions. Preventative maintenance funds are also sought for vehicles operated by the Transportation Reaching People program. Match is provided with Special Transportation Funds.

This agreement also funds the continuation of the community-based elderly and disabled transportation services in the Boring area. These services will be coordinated by the Sandy Senior and Community Center. The county has received funding for this service since 2013. Match will continue to be provided with Special Transportation Funds.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

Richard Swift, Director
Health, Housing and Human Services

Grant Application Lifecycle Form

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

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

**** CONCEPTION ****

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

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

Lead Department: Social Services Division Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: 5310 Enhanced Mobility Grant Program

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Teresa Christopherson

Requestor Contact Information: 503-650-5718

Department Fiscal Representative: Same as above

Program Name or Number (please specify): 5355

Brief Description of Project:

This biennial funding process from Oregon Department of Transportation, passes through Federal 5310 to Social Services to fund preventative maintenance for county owned vehicles used in public and community based transportation programs, as well as expanded service for seniors and persons with disabilities . This grant will provide continued funding to the Mt Hood Express to provide both commuter and local service to the Villages at Mt Hood, with bus service originating in Sandy and running to Government Camp and Timberline. This service provides the only public transportation services for residents of these communities and also provides a vital link for visitors to the Mt Hood area. The grant also funds preventative maintenance services on two vehicles operated through Social Services' Transportation Reaching People program which provides services to seniors and persons with disabilities throughout Clackamas County. The service also provides contracted transportation services through the Sandy Senior Center to senior and disabled residents of the Boring area who were left without transportation options when Boring withdrew from the TriMet service district.

Name of Funding (Granting) Agency: State of Oregon - ODOT

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

<https://trimet.org/meetings/stfac/grants.htm>
<https://www.oregon.gov/ODOT/PT/Pages/programs/enhanced-mobility.aspx>

OR

Application Packet Attached: Yes No

Completed By: _____ Date _____

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 12/2/2016
CFDA(s), if applicable: N/A
Announcement Date: 12/2/2016 Announcement/Opportunity: N/A
Grant Category/Title: 5310 Enhanced Mobility Grants Max Award Value: \$ 139,028.00
Allows Indirect/Rate: N/A Match Requirement: 10.38%
Application Deadline: 1/6/2017 Other Deadlines: _____
Grant Start Date: 7/1/2017 Other Deadline Description: _____
Grant End Date: 6/30/2019
Completed By: Teresa Christopherson
Pre-Application Meeting Schedule: 12/27/2016

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 funding aligns with the strategic priority to increase self-sufficiency for our clients as well as ensuring safe, healthy and secure communities by addressing the transportation needs of older adults and adults with disabilities in the community. In addition, the Mt Hood Express supports low income job seekers in accessing employment opportunities.

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

This funding aligns with the division mission to provide quality services and meaningful opportunities for all elderly, disabled, and low-income residents of Clackamas County. The grant provides supports safe, reliable vehicles in various programs as well as providing direct services for unserved residents of the community of Boring.

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

N/A

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

Provide public transportation options to seniors and persons with disabilities who reside in rural Clackamas County to access work, school, medical appointments, shopping and recreational opportunities. Grant funds will be used to maintain vehicles to provide safe and reliable transportations as well as provide direct service to the residents of Boring.

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

This provides ongoing funding to the Mt Hood Express program and Transportation Reaching People Program. It also provides ongoing funding for service to Boring residents adversely impacted by the withdrawal of Boring from the TriMet service district.

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?

The existing program currently has adequate and qualified staff.

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?

Mt Hood Express is dependent on many partnerships with public and private entities, including the City of Sandy, Oregon Department of Transportation, Western Federal Lands and private business partners in the Hoodland area, including Timberline Lodge, Mt Hood Ski Bowl and the Resort at the Mountain. ODOT and WFL both contribute grant resources and the private partners contribute funds for match. The City of Sandy's transit service is coordinated closely with the Mt Hood Express to improve efficiencies and provide seamless service. All partners are committed to the success of this project. Transportation Reaching People partners with nine senior and community centers throughout Clackamas County to provide coordinated accessible services. The residents of Boring are served by Sandy Senior Center.

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

N/A

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

N/A

Collaboration

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

N/A

Reporting Requirements

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

Information is reported to ODOT on a quarterly basis.

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?

Grant performance is evaluated on a variety of measures, including number of rides, cost per ride and other data. The data required to complete these performance measures is routinely collected as part of the service. In addition, surveys addressing customer satisfaction and future needs are conducted on a regular basis, at least annually. Data is maintained both by the contracted operator of the service and internally. No additional resources are required.

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

Fiscal reporting is included as a component of the quarterly reports to ODOT.

Fiscal

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

Without this funding, the transportation services currently being provided to seniors and persons with disabilities throughout Clackamas County, both by TRP and by our senior and community center partners, would end, resulting in approximately 6,300 rides to medical and life sustaining medical appointments, congregate meals, shopping and other services being eliminated. For many of our riders, there are not alternate services available in their communities to allow them to remain independent and in their own homes. For many of our riders, the cost of cab rides is prohibitive on a fixed income. For example, a cab ride from Sandy, OR to OHSU for a medical appointment is estimated to be \$95. Loss of transportation can result in failure to receive preventative health care, as well as access to adequate nutrition. While the exact cost of the elimination of these programs cannot be calculated, we believe that both the direct costs to members of our communities who are least able to afford transportation, as well as the costs of emergency medical care and loss of independence resulting in individuals being placed in more expensive care options more than justify the expense of the programs. Approximately 30% of the riders of the Mt Hood Express are employed in this area and access to public transit allows low income families with limited transportation resources to access work opportunities.

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

The other revenue resources required include Federal Lands Access Program grant funds, 5311 grant funds through ODOT, 5310 grant funds through ODOT and the contributions of private partners. An extension of FLAP funds has been approved and applications for 5311 and 5310 for 2017-2019 will be completed over the next few months. Our private partners continue to be committed to the program. For the Transportation Reaching People program renewal grant funding is currently being sought for Special Transportation Funds (STF).

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

The match requirement is 10.38%. STF is used to match for the Boring and TRP projects and private partner funding is used to match for preventative maintenance.

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

This is continuous funding. This is the 5th funding cycle that Social Services is applying for funds.

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?

This grant funds preventative maintenance and contracts only. No staffing is included.

Program Approval:

Teresa Christopherson

12/27/2016




Name (Typed/Printed)

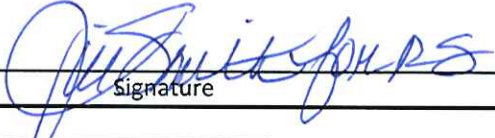
Date

Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
<i>Erika Silver</i>	<i>12/27/16</i>	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
<i>Jill Smith</i>	<i>12/28/16</i>	
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.



M. BARBARA CARTMILL
DIRECTOR

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

January 5, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oregon Department of
Transportation (ODOT) for the Local Agency Certification Program

Purpose/Outcomes	This is a new Local Agency Certification Program Agreement that will replace an existing agreement for the Department of Transportation & Development when using funds from the Federal Highway Administration
Dollar Amount and Fiscal Impact	N/A
Funding Source	Federal Highway Administration Funding
Duration	20 Years
Previous Board Action	03/27/08: ODOT/County Local Agency Certification Program Agreement No. 24688 executed. 08/21/14: ODOT/County Local Agency Certification Program Agreement No. 29025 executed.
Strategic Plan Alignment	1. Build public trust through good government 2. Build a strong infrastructure
Contact Person	Joel Howie, Civil Engineering Supervisor – DTD Engineering 503-742-4658

The County's Department of Transportation & Development is certified to utilize County contracts for both design and construction. This reduces contract administration costs and gives the County more direct control over these projects. Changes in state and federal laws require updates to the County's existing Local Agency Certification Program Agreement. Additionally, ODOT implemented changes in procedures to consultant contracting, civil rights, and managing bridge projects, and these procedural changes are included in the revised agreement.

Without the new certification program agreement updates, the only option for the County when using funds from the Federal Highway Administration (FHWA) is to use ODOT contracts for both design and construction. This would increase the length of time in order to hire consultant and construction contractors and increase the overall timeframe of implementing federally funded projects.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of this Intergovernmental Agreement with ODOT for the Local Agency Certification Program.

Respectfully submitted,
Barbara Cartmill
Director

**Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM AGREEMENT**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and Clackamas County, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have the authority to perform.
2. Under the authority of Title 23 United States Code (USC), the Federal Highway Administration (FHWA) is accountable for all programs under the Federal-Aid Highway Program; and State is responsible for project-level activities associated with Title 23 USC, Section 106. State, pursuant to the 2015 Oregon Department of Transportation Federal-Aid Highway Program Stewardship and Oversight Agreement (Stewardship Agreement), is responsible for all reviews and approvals associated with the design, construction, award, and final inspection of federal-aid projects off the National Highway System (NHS) excluding the exceptions noted in said Agreement. State, pursuant to Title 23 Code of Federal Regulations (CFR) Part 1.11, Title 23 CFR Part 635.105, and the Stewardship Agreement, may further delegate certain federal-aid project authorities to well-qualified and suitably equipped local public agencies. State retains responsibility under federal law and regulations for all delegated activities.
3. The Local Agency Certification Program (Certification Program) allows State to certify a local agency's procedures and to delegate authority to a Certified local agency to administer federal-aid projects that are off the NHS. In a letter dated March 13, 2013, FHWA additionally authorized State to allow Certified local public agencies to perform work on locally owned and maintained facilities that are on the NHS, in the areas in which a local public agency has been Certified. State retains responsibility to administer and oversee federal-aid projects on the NHS and on State-owned NHS facilities. At the discretion of FHWA and State, a Certified local public agency may perform federal-aid project work on a State-owned NHS facility. The March 13, 2013 letter from FHWA can be found at: <http://www.oregon.gov/ODOT/TD/AT/Pages/Local-Program.aspx>
4. This Agreement shall supersede and replace Agreement No. 29025, and its subsequent amendment, in its entirety.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties that for the federal-aid projects covered by this agreement the following provisions shall apply:

TERMS OF AGREEMENT

As used in this Agreement, abbreviations shall mean as follows:

AASHTO	American Association of State Highway and Transportation Officials
ADA	Americans with Disabilities Act
AKA	Also Known As
BDDM	Bridge Design and Drafting Manual
BOLI	Oregon State Bureau of Labor and Industries
CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprise
EEO	Equal Employment Opportunity
FAPG	Federal-Aid Policy Guide
FHWA	Federal Highway Administration
NHS	National Highway System
OAR	Oregon Administrative Rules
ODOT	Oregon Department of Transportation
OJT	On-the-Job Training
OMB	Office of Management and Budget
ORS	Oregon Revised Statutes
PS&E	Plans, Specifications and Estimates (includes schedule)
PTESC	Professional, Technical and Expert Services Contracts (This term, for the purpose of this Agreement, shall be synonymous with State's term "personal services contracts")
USC	United States Code
USDOT	United States Department of Transportation

Certification

1. Agency understands that State retains responsibility to administer and oversee all federal-aid projects in accordance with the Stewardship Agreement with FHWA.
2. Parties agree Agency's Department of Transportation and Development is fully Certified in the following areas:
 - Design (not including bridge design);
 - Advertising; Bid and Award; and
 - Construction Contract Administration.

Certification in these areas means:

- a. Agency may perform work in the certified areas for **federal-aid projects off the NHS and projects that are on locally-owned and maintained NHS facilities** as agreed to in Supplemental Project Agreements, and

- b. Agency may request to perform work on a State-owned NHS facility on a project-by-project basis. To obtain approval to work on the State owned NHS facility, Agency must submit a written request to State's Regional Local Agency Liaison with a copy to the State's Certification Program Manager. State's Regional Local Agency Liaison and State's Certification Program Manager will review the request and advise Agency in writing if the request is approved or denied. If approved, all work will be subject to the terms of a Supplemental Project Agreement.
3. Parties agree that Agency is also authorized to pursue Certification in the areas of:
 - Consultant selection including: Direct Appointment, Informal, Formal; and
 - Bridge Design.
4. Pursuing Certification means that Agency is granted limited authority to administer Agency's federal-aid projects on a test basis in the areas in which Agency is seeking certification subject to the following process:
 - a. Agency must submit a written application for each area for which it seeks to become Certified to State's Regional Local Agency Liaison with a copy to State's Certification Program Manager. Agency must receive written approval from State's Certification Program Manager to pursue certification.
 - b. Upon State's approval of Agency's request to pursue certification Agency agrees to perform test project(s) defined by State.
 - c. State will conduct performance measurement and quality assurance reviews during all phases of the test projects. At the conclusion of the required test project(s), an assessment will be made by Agency and State to determine whether Agency should proceed to full Certification status or continue with another test project.
 - d. Upon successful completion of the test projects for each area of Certification, and written approval by State, Agency shall be Certified to administer future federal-aid projects defined by State in accordance with this Agreement.
 - e. An amendment to this Agreement shall be required to reflect the full Certified status in the applicable area(s).
5. State shall retain responsibility for all environmental review, permitting, agreements or approvals that are necessary as a result of the federal action. State shall administer on behalf of Agency, State's Civil Rights Plan including the Disadvantaged Business Enterprise (DBE) program, Equal Employment Opportunity (EEO) program, and On-The-Job Training (OJT)/APPRENTICESHIP program. Professional, Technical and Expert Services Contracts (PTESC) shall conform to FHWA requirements and all requirements outlined under the subtitle "Professional, Technical and Expert Services Contracts" shown below in this Agreement.

6. Agency understands and agrees that while federal-aid projects may originate from one or more of Agency's other divisions or departments only Agency's Department of Transportation and Development and Agency's Certification Program Liaison shall provide quality control, oversight and have final approval authority for all such federal-aid projects and ensure that rules, regulations, and processes outlined in this Agreement are followed.
7. At Agency's request, or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to projects. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations.
8. State and Agency shall each assign a liaison to coordinate activities under this Agreement and assure that the interests of both Parties are considered during all phases of any projects. State's Regional Local Agency Liaison shall provide program advice and support as needed throughout all projects.
9. Agency understands and agrees that final approval for full Certification of each area it is seeking Certification is conducted through State's Certification Program Manager in conjunction with State's Region Manager and may be rescinded at any time upon Agency's written request or if, in the opinions of State's Certification Program Manager and State's Region Manager, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved under the Certification Program.
10. State shall conduct random oversight reviews on Agency's Certification Program and projects through State's Certification Program Manager at least once every two (2) years after Agency has been awarded full Certification status. State may, at any time, initiate a formal audit using professional auditing standards of a federal-aid project.
11. The terms of this Agreement shall begin on the date all required signatures are obtained and shall terminate twenty (20) years following the date all required signatures are obtained, unless extended by an executed amendment. This Agreement may also be terminated upon Agency's or State's written request pursuant to the **Termination** section of this Agreement.
12. This Agreement shall supersede and replace Agreement No. 29025 in its entirety. Supplemental Project Agreements under Agreement No. 29025 shall remain in full force and effect. It is agreed that all existing Supplemental Project Agreements entered into under the authority granted in Certification Program Agreement No. 29025 shall continue under the authority of Agreement No. 30923, and shall be effectively amended with this Agreement to replace any references to Agreement No. 29025 with a reference to Agreement No. 30923. Invoices for construction, preliminary engineering and right of way work incurred prior to the replacement of Agreement No. 29025 can be invoiced by Agency and paid for by State under Agreement No. 30923 and the existing Supplemental Project Agreements.

Certified Agency Performing Work For Non-Certified Agency

1. Agency may perform work on behalf of a non-Certified agency in the areas in which Agency is Certified, or is currently seeking Certification, if Agency has obtained written approval from State. To obtain approval, Agency must submit a written request to State's Regional Local Agency Liaison with a copy to the State's Certification Program Manager. State's Regional Local Agency Liaison and State's Certification Program Manager will review the request and advise Agency in writing if the request is approved or denied.
2. If State approves Agency's request, the non-Certified agency and Agency must enter into a separate agreement which identifies the responsibilities between the two parties. Agency must submit a copy of the agreement to the State's Regional Local Agency Liaison and State's Certification Program Manager. The non-Certified agency must already have a signed federal-aid funding agreement with State on such a project. State and Agency will then enter into a Supplemental Project Agreement covering the non-Certified agency's project. Agency shall be responsible for the entire project, costs and non-participating costs. Long-term maintenance of a non-Certified agency project will be the responsibility of the non-Certified agency unless otherwise indicated in the Supplemental Project Agreement.

Program Administration

Projects must be consistent with the Regional Transportation Plan and appear in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program if the projects receive federal funding through Title 23 Code of Federal Regulations (CFR).

Project Funding Request

1. Agency shall submit a separate agreement to State for each project, hereinafter referred to as "Supplemental Project Agreement." The Supplemental Project Agreements will be signed by both Agency and State before any federal-aid project work begins. At least one (1) of Agency's approval authorities, as identified in the **Signature Authorities** section of this Agreement, is required to sign the Supplemental Project Agreements. The Supplemental Project Agreements will, at a minimum, cover specific project details including project name, Agency's project manager's title or designee, description of work, schedule, and funding sources. The Supplemental Project Agreements shall include services to be provided by State, Agency, or others.
2. State shall submit a separate written project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act – NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award, and Construction Contract Administration). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. Agency shall not

proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations. The federal funding for projects covered by individual Supplemental Project Agreements is contingent upon approval by FHWA.

3. Agency shall, on any project that uses federal funds in project development, submit final PS&E documents, construction schedule, environmental requirements and right of way certification to State's Regional Local Agency Liaison at least six (6) weeks prior to bid opening. State shall review such submittals and then submit a request to FHWA for approval of federal-aid participation for the construction phase when federal-aid participation is desired in this phase.

Finance

1. Federal funds shall be applied toward individual project costs at the current federal-aid matching ratio, unless otherwise agreed to and allowed by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the individual projects which are not covered by federal funding, unless otherwise agreed to and specified in the Supplemental Project Agreements. Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. State considers Agency a subrecipient of the federal funds it receives as reimbursement under the Supplemental Project Agreements. State will also determine and clearly state in the Supplemental Project Agreement if recipient is a subrecipient or vendor, using criteria in 2 CFR 200.330.
2. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating costs, future allocations of federal funds, or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves Agency processes, procedures, or contract administration outside the *Local Agency Guidelines Manual* that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
3. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase on any individual federal-aid project shall be charged to the project, unless otherwise mutually agreed upon by the Parties. State shall simultaneously invoice FHWA and Agency for State's project costs, and Agency agrees to reimburse State for the federal-aid matching State share and any non-participating costs as determined in accordance with paragraph two (2), above upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid.
4. If Agency makes a written request for the cancellation of a federal-aid project, Agency shall bear one hundred (100) percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or

circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred.

5. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in **General Provisions section**, paragraph 3 herein. The cost of this audit can be partially prorated to the federal program.
6. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of each project directly to State's Regional Local Agency Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and State's Supplemental Project Agreement. Such invoices shall a) have an invoice number, b) reference a vendor number, c) include a "remit to" name and address, d) reference this Certification Program Agreement Number 30923, e) include State's Expenditure Account number f) reference State's Supplemental Project Agreement number, g) identify the project by the project name in the Supplemental Project Agreement, and h) itemize and explain all expenses for which reimbursement is claimed. Invoices for services including, but not limited to, preliminary engineering and construction engineering shall be presented for periods of not less than one-month duration, based on actual expenses to date. (See paragraph seven (7) of Construction Activities and Administration of this Agreement for the construction contractor invoice period.) All invoices received from Agency must be approved by State's Regional Local Agency Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR Parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA.
7. Agency shall, upon State's written request for reimbursement, in accordance with Title 23, CFR Part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a. Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in

which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Regional Local Agency Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- b. Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Regional Local Agency Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
8. Agency shall maintain all project documentation in keeping with State and FHWA standards and specifications for all individual projects. This shall include, but is not limited to, daily work records, quantity documentation, material invoices, quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.
9. State shall submit all claims received from Agency for federal-aid participation to FHWA and compile accurate cost accounting records. State shall pay Agency all reimbursable costs on each project. State may request from Agency a statement of costs to date at any time by submitting a written request. When the actual total cost of each project has been computed, Agency shall furnish State with an itemized statement of final costs. Agency shall pay one hundred (100) percent of the final total actual project costs. The actual cost of services provided by State will be charged to the individual projects and will be included in the total cost of the projects. An estimate of State's costs will be provided to Agency prior to the start of each project phase on individual projects. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction.
10. Agency agrees to refund to State all federal funds paid to Agency, if FHWA requests such funds from State, because Agency has not followed a process, rule or procedure outlined in Agency's procedures, this Agreement or Supplemental Project Agreements. Refund from Agency shall be within thirty (30) days upon State's written notification. If Agency does not repay State within thirty (30) days, State shall withhold Agency's proportionate share of State Highway Trust Fund distribution until repayment has been made in full.
11. Agency shall, upon completion of each individual federal-aid project that constructs or improves any facility that would not be eligible for State Highway Trust Fund moneys subject to Oregon Constitution, Article IX, section 3a, complete and file with the appropriate County Clerk, a Memorandum of Agreement and Acknowledgment of Federal Assistance. The Memorandum of Agreement and Acknowledgment of Federal Assistance is marked as Exhibit A, attached hereto and by this reference made a part of this Agreement. In such circumstances, the individual Supplemental Project Agreement will include this Exhibit.

Standards

1. In accordance with Agency's standard contract specifications and design standards manual, Agency shall include in the title sheet of the plans the following: federal-aid project number, location sketch, title of project, project limits, and a provision for approving official(s) signature(s) and date(s) and scale(s). A plan sheet index and list of applicable Oregon Standard Drawings and supplemental Agency plans will be included on the first sheet following the title sheet. Agency agrees that Plans, Specifications and Estimates (PS&E) and construction plans shall, at a minimum, be in conformance with the current, State-approved edition of the following unless otherwise requested by Agency and approved by State, which are incorporated hereto by reference, and made a part of this Agreement:
 - a. All AASHTO policies and guidelines;
 - b. *Oregon Standard Specifications for Construction (Oregon Department of Transportation and APWA Oregon Chapter)* and Agency's Amendments as approved by State, unless otherwise approved in writing by State's Certification Program Manager;
 - c. *Manual on Uniform Traffic Control Devices (MUTCD)* and Oregon Supplements;
 - d. Oregon Temporary Traffic Control Handbook and National Association of City Transportation Officials Bikeway Design Guide; (In the event of a conflict, the MUTCD and Oregon Supplements shall take precedence. These guidelines shall not be used on any project that is on or impacts a state highway.)
 - e. *Transportation Research Board's Highway Capacity Manual*;
 - f. Local Agency Certification Procedures found in the *Local Agency Guidelines Manual*;
 - g. Title 23 and Title 49 USC and Title 23 and Title 49 Code of Federal Regulations (CFR);
 - h. *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*;
 - i. *ODOT Right of Way Manual*;
 - j. *ODOT's Bicycle & Pedestrian Design Guide (current version)*; and
 - k. *ODOT Bridge Section Load Rating Procedures. Use Tier 2 (LRFR) for bridges designed using Load Resistance Factor Design.*
 - l. *AASHTO LRFD Bridge Design Specification (current version)*
 - m. *AASHTO Guide Specifications for LRFD Seismic Bridge Design (current version)*
2. Agency and State agree to the following notification process for Agency changes to Agency Standard Construction Specifications.

- a. State shall inform Agency of changes to the Oregon Standard Specifications through its regular written notification process. Agency shall ensure that any changes State makes to the Oregon Standard Specifications are integrated and implemented in Agency's approved specifications or relevant documents as required by state and federal regulations.
 - b. Agency shall submit to State for review any changes to the most current version of the Agency's General Conditions and Technical Specifications for federal-aid projects prior to implementation of proposed changes. Agency shall use track changes or similar tracking function to show said changes to the Part 100's General Conditions.
 - c. Modifications to technical specifications are made with each individual project and are shown in the proposed special provisions. These can be reviewed in conjunction with the Agency's Standard Construction Specifications and other construction documents. In the future, when the Agency's Standard Construction Specifications book is updated, the Agency will use "document compare" or a similar function to show all changes between the current approved version and the proposed version.
 - d. If State takes exception to any proposed changes, State will provide Agency with written response prior to the affected project advertisement date or a reasonable amount of time.
3. Agency agrees that for any project or portion thereof on the Oregon State Highway System or State owned facility, the design standards shall be in compliance with standards specified in the current *ODOT Highway Design Manual* and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current *Oregon Standard Specifications for Highway Construction* and current *Contract Plans Development Guide*.
 4. Agency agrees that for any project or portion thereof on the Oregon State Highway System or State-owned facility any design element that does not meet *ODOT Highway Design Manual* design standards must be justified and documented by means of a design exception. Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State will review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA will review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.
 5. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the *Manual on Uniform Traffic Control Devices and Oregon Supplement* as adopted in Oregon Administrative Rule (OAR) 734-020-0005 for any individual project. Agency must obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on the Oregon State Highway System pursuant to OAR 734-020-0430.

6. The standard unit of measurement for all aspects for any individual project shall be English Units. All project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.
7. Agency must provide written notification to State's Bridge Inventory Coordinator when a bridge project is complete so the initial inspection can be scheduled. This information must be submitted within 120 days of the issuance of Second Notification. Agency must submit the following information electronically for any bridge project to State's Senior Local Bridge Standards Engineer and email bridge@odot.state.or.us
 - a. As-Constructed Drawings (signed, final copy containing final construction notes).
 - b. A copy of the foundation report.
 - c. Pile Records and drill logs. (If applicable).
 - d. Hydraulic Reports. (scour analysis report included in this report)
 - e. Stamped Load Rating calculation book with a CD containing all electronic files. (Agency shall notify the State's Senior Local Bridge Standards Engineer if there is a contract in place to load rate the bridge. If there is not a contract in place, Agency shall hire a consultant to obtain the load rating. Agency shall provide a stamped report with a CD containing all electronic files to the State's Senior Local Bridge Standards Engineer when it is complete.)

Professional, Technical and Expert Services Contracts

1. If Agency seeks Certification in the area(s) of consultant selection, then Agency shall select Architectural and Engineering (A&E) and Non-A&E personal services consultants using the Direct Appointment, Informal and Formal consultant selection procurement processes, and Agency shall follow the process identified in paragraph 4 of the **Certification** section above. Agency's projects, must follow applicable laws and requirements prescribed by State for this process as described in the Consultant Selection – Direct Appointment Guidance document and the Local Agency Guidelines. Agency's projects for Informal and Formal consultant selection process must follow applicable requirements and laws in the Informal and Formal Consultant Selection Guidance document and the Local Agency Guidelines.
2. If Agency is Certified by State to perform in any area of consultant selection, and Agency elects not to engage the services of a professional, technical and expert services consultant using such approved processes to perform any work covered by this Agreement, Agency may request State's two-tiered consultant selection process, as allowed by OAR 137-048-0260, or work with another Certified local agency to solicit consultants to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects.
3. Use of any one of these alternative processes is required to ensure federal reimbursement. State, or another Certified agency through which the Agency chooses to

obtain consultant services, will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, Title 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. If Agency seeks to obtain consultant services from another Certified agency, that Certified agency must have entered into a master Certification agreement with State to perform the same consultant services Agency is seeking to use; or will follow the processes approved by State for obtaining consultant services. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or contractors, including any consultant, prior to receiving written authorization to proceed from State or Certified agency that Agency engages to perform services. Any amendments to such contract(s) also require State's approval or the approval of Certified agency that Agency engages to perform services.

4. Agency shall follow the procedures set out in the Local Agency Guidelines Manual to request DBE contract goals, and ensure the appropriate DBE provisions and goals for A&E and related services are incorporated in the solicitation documents prior to Agency advertising a request for proposals. State's Office of Civil Rights will review and determine goals for each contract as appropriate. Agency shall submit additional civil rights forms and reports as required in the Local Agency Guidelines Manual.

Preliminary Engineering

1. State shall, at project expense, review, process and approve or submit for approval to the federal regulators all environmental statements. State shall, if State prepares these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
2. Agency or its consultant shall, a) conduct the necessary field surveys, b) conduct environmental studies, c) conduct traffic investigations, d) conduct foundation explorations and hydraulic studies, e) either acquire or assist State with acquisition of necessary right of way and/or easements in accordance with the **Right of Way** section of this Agreement, f) perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates, g) conduct all public involvement processes and h) identify and obtain all required permits necessary for the construction of any individual project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction. All design exceptions from AASHTO design standards shall be reviewed by State for concurrence prior to advertisement of final plans and specifications.
3. Agency's bridge design must be performed by qualified consultants, and may be contracted for the Agency by State, or by Agency. If Agency wants to become Certified in bridge design, Agency must first follow the certification process identified in paragraph 4 of the **Certification** section above.
4. If Agency wants to conduct bridge design by using qualified consultants contracted by

Agency, then Agency must follow the certification process for consultant selection identified in paragraph 4 of the **Certification** section above. Additionally, Agency will need to:

- a. follow 23 CFR part 172, ORS 279C, and the processes set forth in the *Local Agency Guidelines Manual*;
 - b. notify State's Regional Local Agency Liaison and Certification Program Manager, in writing, of Agency's intent to hire consultants to design bridge(s) on individual Project(s) including information on how Agency will meet the qualified staffing requirement identified in the Appendix to Chapter 14 of Section C of the *Local Agency Guidelines Manual*;
 - c. obtain State's written approval of Agency's proposed qualified staff, who shall be identified in the relevant Supplemental Project Agreement; and
 - d. if Agency utilizes a Qualified Agency Project Manager in lieu of an Agency Bridge Lead to oversee and administer the consultant bridge design contract, the Agency shall coordinate through their Regional Local Agency Liaison the review of the consultant services agreement and cost proposal, and the design acceptance package (DAP).
5. Agency understands that use of an Agency-hired consultant for bridge design is for regular types of bridges that do not fit into the "major or unusual" category as defined in State's *Bridge Design and Drafting Manual*. FHWA policy requires State's Bridge Section to approve Agency's proposal of "major or unusual" type of bridge design before proceeding to design.

Right of way

1. Agency agrees that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
2. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of projects provided Agency or its consultant are qualified to do such work, as required by the *ODOT Right of Way Manual*, and Agency has obtained prior approval from State's Region Right of Way office to do such work.
3. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. On any project that has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at project expense, shall be responsible for coordinating certification of the

right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Regional Local Agency Liaison, who will forward the request to State's Region Right of Way office on all projects. Agency must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency shall contact State's Regional Local Agency Liaison, who will contact State's Region Right of Way office for additional information or clarification on behalf of Agency.

4. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
5. Agency ensures that all project right of way monumentation will be conducted in conformance with ORS 209.155.

Title VI

1. Agency agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, Title 49 CFR part 21, and Executive Order 11246, relative to the employment practices under any contract awarded in conjunction with this Agreement. If Agency fails to comply with any federal or state Civil Rights requirements identified in this Agreement, sanctions may be imposed by FHWA or State as appropriate, including, but not limited to:
 - a. Withholding of payments to Agency under this Agreement until Agency causes compliance, or
 - b. Cancellation, termination, or suspension of this Agreement, in whole or in part.
2. Agency shall consider Title VI issues from the beginning of project development, through the entire project process, including project closure. Agency understands and agrees to comply with the Title VI requirements listed in the *Local Agency Guidelines Manual*, attached hereto by reference and made a part of this Agreement. In order to meet the requirements of the Title VI of the Civil Rights Act of 1964, Agency shall develop one of the following items, which must be approved by State's Office of Civil Rights:
 - a. A Title VI Program Plan (applicable to local governments serving populations over 200,000 in population); or
 - b. A Title VI Program Plan or a Nondiscrimination Agreement (applicable to local governments serving populations under 200,000 in population).
3. Complaint Procedures: Agency shall comply with Title VI by deferring all Civil Rights discrimination complaints to State's Office of Civil Rights and Agency must include the following language in any of its contracts under the Certification Program:

“Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the Department or its subrecipients, consultants, and contractors on the basis of age, disability, race, color, national origin, sex, or income status may bring forth a complaint of discrimination under Title VI and related statutes to the Oregon Department of Transportation, Office of Civil Rights, 355 Capitol Street NE, Salem, Oregon, 97301; (503)986-3169.”

Construction – Bid, Award and Contract Administration

Civil Rights

Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity Program (EEO), and On-the-Job Training (OJT)/APPRENTICESHIP

1. Agency shall follow the procedures set out in the *Local Agency Guidelines Manual* to request Civil Rights contract goals and ensure the appropriate civil rights program provisions and goals for construction contracts are incorporated in the solicitation documents prior to Agency advertising for construction bids. State's Office of Civil Rights will review and determine civil rights goals and provisions for each contract as appropriate. Agency shall submit additional civil rights forms and reports as required in the *Local Agency Guidelines Manual*.
2. Agency agrees to adopt the ODOT *DBE Program Plan*, available at: http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe_prog_plan.aspx
Agency, its contractors and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).
3. Agency, its contractors and subcontractors shall comply with the Disadvantaged Business Enterprise (DBE) Program requirements, as referenced in the *Local Agency Guidelines Manual*, incorporated hereto by reference and made a part of this Agreement. Agency agrees to ensure that the DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT REQUIREMENTS and the DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS, listed in the *Local Agency Guidelines Manual*, shall be a part of all solicitations for bids on all federal-aid

construction contracts. Agency agrees to ensure that the above provisions (including references therein) shall be incorporated into all contracts and subcontracts (regardless of tier) describing the work to be performed by DBEs on projects financed in whole or in part with federal funds. Failure by Agency to carry out these requirements on any project is a material breach of contract, which may result in the termination of the contract or such other remedy as State deems appropriate. Federal regulations Title 49 CFR part 26, as approved by USDOT, are also incorporated by reference and shall be made a part of any contract specifications and this Agreement.

4. Agency, its contractors and subcontractors shall comply with the EEO and the OJT/APPRENTICESHIP requirements, as referenced in the *Local Agency Guidelines Manual*, incorporated hereto by reference and made a part of this Agreement. Agency agrees to ensure that the EEO and OJT/APPRENTICESHIP requirements, listed in the *Local Agency Guidelines Manual*, shall be a part of all solicitations for bids on all federal-aid construction contracts or subcontracts of ten thousand dollars (\$10,000) or more. Title 23, USC, Section 140, Equal Employment Opportunity, as in effect on May 1, 1982, is incorporated hereto by reference and shall be made a part of any contract specifications and this Agreement. The OJT/APPRENTICESHIP requirements shall also be part of all solicitations for bids on all federal-aid construction contracts or subcontracts when OJT/APPRENTICESHIP is assigned and is in implementation of Title 23 USC Section 140(a). Federal regulations Title 23 CFR part 230, as approved by USDOT, are also incorporated hereto by reference and shall be made a part of any contract specifications and this Agreement.
5. Agency, its contractors and subcontractors shall not discriminate on the basis of age, disability, race, color, national origin, sex, income status or religion in the award, administration, and performance of any federal-aid contract in the administration of EEO and OJT/APPRENTICESHIP requirements under Title 23 CFR Part 230.
6. Agency shall include in all construction bid books, relative to receiving federal-aid, the following paragraph.

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR Part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).”
7. State shall make available to Agency, by electronic medium, all current and pertinent DBE, EEO and OJT/APPRENTICESHIP forms. Agency will include the forms in Agency’s bid books, as defined in Agency’s manual and procedures as appropriate. State’s Office of Civil Rights will be available to provide EEO, OJT/APPRENTICESHIP and DBE training during the test projects.
8. State shall review and determine goals or requirements for DBE and

OJT/APPRENTICESHIP for each project as appropriate. To initiate this review, Agency shall submit to State's Regional Local Agency Liaison, approximately thirteen (13) weeks before bid opening, the plans, specifications (ninety (90) percent complete), engineer's estimate, cost and completion data as well as the DBE/OJT/APPRENTICESHIP Civil Rights Sheet (also known as (aka) "yellow sheet") by electronic means, fax, or hard copy. State's Regional Local Agency Liaison shall submit the documents to State's Office of Civil Rights. If Agency disagrees with State's assigned goals or requirements for DBE and OJT/APPRENTICESHIP, Agency and State shall discuss, however, State will have final determination.

9. Agency understands that the DBE provisions and bid document inserts are required even if the DBE goal is set to zero (0). Federal regulations encourage contractors to involve DBE firms even if the DBE goal is zero (0). Agency shall request all prime bidders to submit the Subcontractor Solicitation and Utilization Report (SSUR) (State form 734-2721) to the Agency within ten (10) days of bid opening. Agency shall forward the SSURs by electronic means to State's Office of Civil Rights regardless of whether the DBE goal is greater than zero (0).
10. As set out in the *Local Agency Guidelines Manual*, Agency shall send to State's Office of Civil Rights a list of the prime bidders with bid amounts for all bidders and, if required by the DBE COMMITMENT REQUIREMENTS, also send each bidder's completed "DBE Commitment Certification and Utilization Form" (State form 734-2785) and any good faith efforts-related information within two (2) working days of bid opening. If the DBE goal is greater than zero (0), State's Small Business Program Manager will evaluate the bids for DBE compliance and notify the Agency of the results. Agency shall not notify bidders of contract award until they have received the evaluation from State. If the DBE goal is greater than zero (0), Agency shall require in its notice of award that the responsive low bidder submit a Committed DBE Breakdown and Certification Form (State form 734-2531) for each DBE firm committed at time of bid to meet the goal. After award, and prior to contract execution, Agency shall send electronic copies of all completed Committed DBE Breakdown and Certification forms as required by the DBE COMMITMENT REQUIREMENTS to State's Office of Civil Rights, with a copy to State's Regional Local Agency Liaison, for review and approval by State's Small Business and DBE Program Manager. If State's review and approval are required, Agency shall not award any contracts under this Agreement prior to receiving written approval of said forms from State's Small Business and DBE Program Manager.
11. Agency shall comply with the goals or requirements for DBE, and OJT/APPRENTICESHIP established by State for each federal-aid project.
12. If Agency's lowest bidder has not met the DBE goal on a project, State's Office of Civil Rights shall determine if good-faith efforts were made and make a recommendation to Agency regarding award as it applies to meeting the DBE goal assigned for that particular project. If State's Office of Civil Rights determines that Agency's apparent low bidder has not made good faith efforts, State's Office of Civil Rights will provide a paragraph to be included in a letter to the contractor from Agency that the bidder is non-responsive. The paragraph will include the reason for the determination that the bid is non-responsive and provide the bidder an opportunity for administrative reconsideration. Agency shall use the

information provided by State's Office of Civil Rights verbatim and make no changes to the wordage when submitting to the contractor. If the bidder requests administrative reconsideration, Agency shall notify State's Office of Civil Rights and State's Office of Civil Rights shall conduct the administrative reconsideration. State's Office of Civil Rights shall provide the results of the administrative reconsideration to Agency. Agency shall use the information provided by State's Office of Civil Rights verbatim and make no changes to the wordage when submitting to the contractor. Agency shall defend the administrative reconsideration committee decision with State and Department of Justice providing assistance.

13. If a protest is filed involving a DBE goal, State's Office of Civil Rights shall provide a written response to the protest and forward to Agency for finalizing and signature. Agency shall use verbatim the wordage provided by State's Office of Civil Rights in connection with the DBE goal issue. If Agency disagrees with the response, Agency may discuss with State's Office of Civil Rights, however, State's Office of Civil Rights has the final determination.
14. State shall provide support, compliance monitoring and on-site reviews (as required) for the DBE, EEO, and OJT/APPRENTICESHIP programs. State shall deliver to Agency the Standard Precon package for each project. State shall act on behalf of Agency regarding all Civil Rights contract administration activities and shall report any discrepancies or issues to Agency, not the Contractor. Agency shall forward the "Committed DBE Breakdown and Certification Form" to State's Office of Civil Rights for verification that the DBE goal continues to be met. Agency maintains responsibility to uphold the DBE, EEO, and OJT/APPRENTICESHIP programs with the contractor.

Construction Activities and Administration

1. Agency understands and agrees that Certification is only for the low bid contracting process. If Agency wishes to use an alternate method of bidding other than low bid, Agency shall contact State's Regional Local Agency Liaison to obtain State's and/or FHWA written approval.
2. Agency may use Additive Alternate Bidding (aka Bid Alternates). Agency's first Additive Alternate Bidding project using the Certification Program will be considered a test project and Agency will need to inform State's Regional Local Agency Liaison at ninety (90) percent PS&E.
3. Agency agrees that contract administration, quality control, quality assurance, material sampling and testing will be accomplished in accordance with Agency's current standards for federal-aid projects, or Agency may use State's current Construction Manual. Said manuals are incorporated hereto by reference, and made a part of this Agreement.
4. Agency shall determine whether state Bureau of Labor & Industries (BOLI) wage rates apply or if BOLI and federal Davis-Bacon wage rates must be compared and the higher of the two (2) rates paid per classification. Agency will need to inform State's Regional Local Agency Liaison of the determination at ninety (90) percent PS&E. Agency shall monitor labor compliance and prevailing wage rate compliance.

5. Agency shall include in the bid book the requirement of a bid guaranty in an amount not to exceed ten (10) percent of the bid amount; a performance bond in an amount equal to the full contract price; and a payment bond in the amount equal to the full contract price. Each bid guaranty, performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. Agency will ensure that State is included as either a dual obligee or a named additional obligee under the performance bond. Proof of said bonding will be provided to State's Regional Local Agency Liaison by the acquiring Party.
6. If Agency awards a construction contract, Agency shall follow Agency's materials quality program. Agency shall process and pay all contractor progress estimates, make final contractor payment, check final quantities and costs, and oversee and provide inspection services during the construction phase of each project.
7. State will reimburse Agency for construction contractor payments within ten (10) working days of receipt of payment request from Agency. Once State's Regional Local Agency Liaison has received invoice from Agency, State's Regional Local Agency Liaison shall forward the invoice to State's Financial Services Office for payment. Receipt of payment requests shall include the items listed in paragraph six (6) of the **Finance** Section of this Agreement.
8. Agency shall prepare contract and bidding documents, advertise for bid proposals, award all contracts, and conduct all contract administration. Upon Agency's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract and making contractor payments.
9. Agency shall send State, within 120 days of the issuance of Second Notification for the construction contract, a final copy of "As Constructed" plans if a roadway project is on or affects the Oregon State Highway System. For all bridge projects both on and off the Oregon State Highway System where State has responsibility for inspection of such bridges, Agency shall submit the as-constructed documentation and other reports in accordance with paragraph seven (7) of the **Standards** section above.

Contract Claims and Contractor Change Orders

1. Agency shall follow Agency's procedures for contractor claims and Contract Change Orders as described in Agency's standards for federal-aid projects. Agency's contract specifications are required to include a process for dispute and claim resolution.
2. Agency cannot exceed any state or federal funding authorization without following State's process, and obtaining approval for an increase in project authorization.
3. FHWA retains approval authority over:
 - a. Waiver for Buy America provisions;
 - b. Any sensitive or controversial change, or any change for which FHWA review and approval is specifically requested;

- c. Changes to scope of work or extension of project limits shown in project documents previously approved by FHWA; and
 - d. Changes that affect environmental mitigation or commitments.
4. State retains approval authority over certain changes to projects. The notification of proposed changes must be sent to State's Regional Local Agency Liaison for approval prior to the Agency approving a Contract Change Order in any of the following areas:
- a. Changes which affect environmental mitigation classification or commitments;
 - b. Right of way access control on or impacting State's facilities;
 - c. Changes in the scope of work or extension of the contract limits shown in project documents approved by State and FHWA;
 - d. Any contract change altering the DBE goals or requirements;
 - e. Any impact or changes to traffic mobility including width, height, weight, length, access to the route or additional travel delay on or impacting State's facilities; and
 - f. Any change(s) resulting in less than AASHTO Design Standards for projects on the NHS.

Railroads

Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Regional Local Agency Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 Subpart I, and Title 23 part 646 subpart B shall be included in the total project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and at project expense, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

Utilities

Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Regional Local Agency Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison. Only those utility relocations which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subpart A and B, shall be included in the total project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties. (Agency shall not perform any utility work on Oregon State Highway System right of way without first receiving written authorization from State.)

Maintenance Responsibilities

Agency shall, upon completion of each project, maintain, operate, and provide power as needed to operate the projects at its own cost and expense for the useful life of each project. The useful life of each project shall be identified as eight (8) years for pavement overlay projects, seventy-five (75) years for bridges, and twenty years (20) for all other projects, unless otherwise indicated in the individual Supplemental Project Agreements. In the event a project will include or affect a state highway, this provision does not address maintenance of that state highway.

General Provisions

1. Agency further agrees to comply with all applicable Civil Rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
2. Agency agrees and understands that it will conduct all contracting in compliance with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS Chapters 279A, 279B, and 279C, the provisions of ORS 279C.505, 279C.515, 279C.520, 279.530, and 279B.270, Title 23 CFR parts 1.11, 140, 635, 710, and 771; 2 CFR 1201; Title 49 CFR parts 24 and 26; and 2 CFR 200 subpart F; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, provisions of the FAPG, *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*, *Local Contract Review Board Contracting Rules*, and Agency's applicable contracting rules of procedure adopted, pursuant 279A.060 and 279A.065(5). State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim, and not by reference.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, USDOT Office of Inspector General, FHWA, any other federal government agency, and their duly authorized representatives shall have access to such fiscal records and other books, project documents, papers, plans and writings of Agency pertaining to work covered by the Supplemental Project Agreements to perform examinations and audits and make excerpts and transcripts. Agency is responsible for using its procedures, as approved by State, for project documentation and long term retention of project documentation. In all contracts, Agency shall expressly require that the contractor and subcontractor(s) maintain the records and keep the records accessible and available at reasonable times and places for a minimum period of six (6) years from the date of final payment under the contract or subcontract or until the conclusion of any audit, controversy or litigation arising out of or related to the contract, whichever date is later, unless a different period is required by law. See the Secretary of State's Retention Schedule; e.g. OAR Chapter 166, Division 150 for counties and Division 300 for state agencies. This shall include, but is not limited to:

- a. daily work records;
 - b. quantity documentation;
 - c. material invoices and quality documentation;
 - d. certificate of materials origin;
 - e. process control records;
 - f. project diary;
 - g. erosion control reports;
 - h. temporary protection and direction of traffic reports;
 - i. foreign steel summary;
 - j. test results; and
 - k. inspection records to ensure that projects are completed in conformance with approved plans and specifications.
4. Agency shall retain and keep all files and records for a minimum of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (2 CFR 1201).

Agency and State Indemnifications

CONTRIBUTION

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 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such

expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

3. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

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

INDEMNIFICATION

1. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.
2. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's

interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

3. Agency, subject to any limitations imposed by State law and the Oregon Constitution, agrees that on all projects where Agency is contracting for services pursuant to this Agreement or performing project management for the project to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all contract related claims and suits, including but not limited to all contract claims brought by any contractor arising out of the contractor's work, Agency's supervision of any individual project, or Agency's failure to comply with the terms of this Agreement and Supplemental Project Agreements.

Insurance

1. Agency shall require its contractor(s) to list the State of Oregon, Oregon Transportation Commission and its members, and Department of Transportation, its officers and employees, as additional insured in the insurance certificates required of contractor(s) under any contract. Prior to Notice to Proceed, contractor shall provide insurance certificates to Agency. For railroad insurance, the maximum dollar amounts of coverage to be reimbursed for federal funds with respect to bodily injury, death and property damage is limited to a combined amount of two million dollars (\$2,000,000) per occurrence with an aggregate of six million dollars (\$6,000,000) applying separately to each annual period. FHWA must approve any exceptions to the maximum railroad protective insurance limits. Agency should contact local railroad for insurance requirements. The insurance coverages shall be in effect for the life of the contract.
2. Agency shall include State as a third party beneficiary in the specifications of Agency's construction contract on any projects, with express authority to enforce the terms and conditions of the contract.

Workers' Compensation Coverage

All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand dollars (\$500,000) must be included. Agency shall ensure that each of its contractors complies with these requirements.

Termination

1. This Agreement or Supplemental Project Agreements may be terminated by mutual written consent of both Parties.
2. State may terminate or rescind this Agreement or Supplemental Project Agreements if Agency fails to comply with the requirements of the above-mentioned agreements, and after receipt of written notice from State, fails to correct such compliance issue within ten (10) days or such longer period as State may authorize.

3. State may terminate this Agreement or Supplemental Project Agreements effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make federal fund reimbursements to Agency as provided under the Certification Program.
 - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Certification Program is prohibited or State is prohibited from reimbursing Agency with federal funds.
4. Any termination of this Agreement or Supplemental Project Agreements shall not prejudice any rights or obligations accrued to the Parties prior to termination.

Lobbying Restrictions – pursuant to Form FHWA-1273, Required Contract Provisions

1. Agency certifies by signing the Agreement that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, for each Supplemental Project Agreement, Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.

- e. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

Signature Authorities

1. Agency agrees that it has the means to provide adequate expertise and has support staff available to perform the functions being subdelegated. The support staff may include consultants or state services. Agency shall ensure that any contracts entered into with consultants, contractors or subcontractors shall adhere to the same requirements as those required of Agency under this Agreement.
2. Agency's approval authorities for any work performed by Agency under conditional Certification, and after final Certification has been granted, shall be identified in a letter to be provided to State. The letter must be sent to State's Certification Program Manager upon execution of this Agreement. If any of the titles identified by Agency as having approval authority change, Agency shall immediately send a new letter to State's Certification Program Manager and State's Region Manager identifying all the Parties by title that have approval authority. State's Certification Program Manager will provide a copy of any updates to the State's Regional Local Agency Liaison. Agency agrees that the signatures on each project prospectus, Supplemental Project Agreement, contract, and all project development phases shall adhere to said approval authority.
3. Agency and State certify and represent that the individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency and State.
4. The provisions of this Agreement shall apply to all federal-aid Supplemental Project Agreements Agency enters into with State. If needed, and agreed to by both State and Agency, the provisions of this Agreement may be modified by use of special provisions in the Supplemental Project Agreements. In the event of a conflict, the Supplemental Project Agreement shall control over this Agreement.
5. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
6. This Agreement and the attached and incorporated exhibits constitute the entire agreement between the Parties on the subject matter hereof. Supplemental Project Agreements will incorporate this Agreement and the exhibit(s) for purposes of those specific projects. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the

specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Clackamas County, acting by and through its elected officials

By _____
Title:

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Agency Legal Counsel

Date _____

Agency Contact:

Joel Howie, Civil Engineering Supervisor
Clackamas County Department
of Transportation and Development
150 Beavercreek Road
Oregon City, OR 97045
503-742-4658
JHowie@co.Clackamas.or.us

State Contact:

Mahasti Hastings,
ODOT Local Area Liaison
123 NW Flanders St.
Portland, OR 97209
503-731-8595
Mahasti.V.HASTINGS@odot.state.or.us

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

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Certification Program Manager

Date _____

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Mark Schumock, Assistant Attorney
General by email dated December 19th,
2016

Agency/State
Agreement No. 30923

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

Agency is fully Certified in the following functional areas as marked below:

- Design
- Advertising, Bid and Award
- Construction Contract Administration

Agency may seek Certification status in the following functional areas as marked below:

- Direct Appointment Consultant Selection
- Informal Consultant Selection
- Formal Consultant Selection
- Bridge Design

Agency/State
Agreement No.

After recording, return to:

EXHIBIT A
MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF FEDERAL ASSISTANCE
[State Recording Authority: ORS 93.710 and ORS 205.130(2)]

Agreement Number:
Project Name:
Key Number:

Supplemental Project Agreement No. _____ between the (Insert Agency Name) and the State of Oregon, Department of Transportation was executed on _____. Pursuant to paragraph _____, Agency Obligations, page _____ of the Supplemental Project Agreement, upon the recording of this document, the (Insert Agency Name) received federal funds for the Project described in the Supplemental Project Agreement. The property and assets under the jurisdiction of the (Insert Agency Name) were improved with the assistance from the United States Government. Such assistance was provided to (Insert Agency Name), in reimbursement of costs associated with the (Insert Project Name). The use and disposition of said property is subject to the terms of the above noted Supplemental Project Agreement, copies of which may be obtained from the Director of ODOT and is also subject to 2 CFR 1201. A description of the improved property is attached.

(Insert Agency Name)

By: _____ (Notary Stamp)
(Name of person)

Title: _____

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____ (Notary Stamp)

Title: Active Transportation Section Manager

State of Oregon: County of Marion

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

Oregon Department of Transportation; 555 13th St. NE, Suite 2, SE; Salem, OR 97301.

DRAFT

Approval of Previous Business Meeting Minutes:

November 9, 2016

November 23, 2016

December 1, 2016

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Wednesday, November 9, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION

1. Veterans Day Presentation 2016
Ericka Silver and Maureen Thompson, Health, Housing & Human Services presented the staff report including a PowerPoint presentation.

~Board Discussion~

Chair Ludlow introduced a video about Larry Dahl and the Larry Dahl memorial. The Board thanked all Veteran's for their service to our Country and invited all in the audience up front for a photo.

Sherry Hall, County Clerk gave a brief rundown of the election results from yesterday, (November 8, 2016).

II. CITIZEN COMMUNICATION

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

1. Jose Hernandez, Milwaukie – spoke regarding tax relief for Veterans.
2. Mack Woods, Canby – spoke regarding support and tax relief for Veterans.

~Board Discussion~

III. PUBLIC HEARING

1. First Reading of **Ordinance No. 07-2016** Amending County Code Chapter 2.10, Hamlets and Villages

Jeffery Munns and Stephen Madkour, County Counsel presented the staff report.

~Board Discussion~

Chair Ludlow opened the public hearing and stated there are several folks here to speak.

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

1. Bill Merchant, Representing the Hamlet of Beavercreek – supports the amendments with a couple of comments.

~Board Discussion~

2. Geoffrey Janke, Oak Grove – supports most of changes with two exceptions.(submitted written testimony)
3. George Wilson, Rhododendron – opposes the amendments.
4. Paula Siverly, Brightwood – opposes the amendments - supports training.

~Board Discussion~

5. Carol Burk, Rhododendron – opposes most of the amendments - supports training.

~Board Discussion~

Chair Ludlow closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we read the ordinance by title only.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: No.

Chair Ludlow: Aye – the motion passes 4-1 – he asked the Clerk to assign a number and read the ordinance by title only.

Chair Ludlow asked if the Commissioners have any proposed changes or amendments to the draft ordinance at this time.

Commissioner Savas made a motion to have language put back in the ordinance. There was no second. Commissioner Bernard explained that the language was removed by County Counsel for clarity.

~Board Discussion~

Stephen Madkour stated if the Board would like this ordinance effective upon passing we will need to add an emergency clause to the ordinance at the second reading.

Chair Ludlow stated the second reading of this ordinance will be at the Wed. Nov. 23, 2016 business meeting at 10 AM.

IV. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

A. Department of Transportation & Development

1. Approval of Portland Metropolitan Area Transportation Agreement Termination Notice
2. **Board Order No. 2016-119** Adopting the Vacation of Sunset Drive and River Street
3. Approval of an Intergovernmental Agreement No. 31262 with Oregon Department of Transportation for the Curve Advisory Reporting System (CARS) Partnership
4. Approval of a Supplemental Project Agreement No. 31087 with Oregon Department of Transportation for the Canby (MJ LEE) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

2. Approval of an Intergovernmental Agreement between the City of Portland Bureau of Police and the Clackamas County Sheriff's Office for the Regional Automated Property Information Database (RAPID) - ccso

C. Department of Communications (C-Com)

1. Approval of the Purchase of Public Safety Hardware and Software from CenturyLink Communications LLC.

D. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Oregon Metro to Provide Work Crew Services

E. Department of Employee Services

1. Approval of Amendments to Clackamas County's Providence Health Plan Documents
2. Approval of an Addendum to the Administrative Services Agreement between Clackamas County and Providence Health Plan

V. WATER ENVIRONMENT SERVICES

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

1. Approval of a Goods and Services Contract between Tri-City Service District and Metro Presort, Inc. for the Provision of New Utility Billing Printing and Mailing Services -
Procurement
2. Approval of a Goods and Services Contract between Clackamas County Service District and Metro Presort, Inc. for the Provision of New Utility Billing Printing and Mailing Services - *Procurement*
3. Approval of a Goods and Services Contract between Surface Water Management of Clackamas County and Metro Presort, Inc. for the Provision of New Utility Billing Printing and Mailing Services - *Procurement*
4. **Resolution No. 2016-120** Approval of Tri-City Service District to Contribute Assets to Water Environment Services Partnership

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:50 AM

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

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Wednesday, November 23, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

EXCUSED: Commissioner Jim Bernard

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION

1. Presentation of a Video “Inside Clackamas County” Showcasing Drive to Zero Campaign
Tim Heider, Public & Government Affairs introduced the video.
~Board Discussion~

II. CITIZEN COMMUNICATION

1. Eugene Zaharie, Milwaukie – wanted to discuss other options for the Wichita Park property (consent agenda item V.1).
Chair Ludlow stated we will have staff from North Clackamas Parks and Recreation District get back to Mr. Zaharie regarding his questions.

III. PUBLIC HEARING

1. Second Reading of Ordinance No. 07-2016 Amending County Code Chapter 2.10, Hamlets and Villages and Declaring an Emergency (*first reading was 11-9-16*)
Jeffery Munns and Stephen Madkour, County Counsel presented the staff report. They discussed the proposed changes to the ordinance as a result at the first reading.

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

Chair Ludlow opened the public hearing and stated there are folks signed up to speak.

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

1. Bill Merchant, Beaver Creek – supports ordinance and proposed changes.
2. Steven Graper, Rhododendron CPO – would like language in ordinance for a hamlet or village for self-determination.
~Board Discussion~
3. Geoffrey Janke, Oak Grove Jeffery, representing CCI – would like some modifications in the language – read testimony.
~Board Discussion~
4. Lori Freeman Swanson, Molalla CPO – important to hear what people are saying.
5. George Wilson, Rhododendron – feels he has been treated unfair by this board. He has an appointment with an attorney.

~Board Discussion~

Chair Ludlow closed the public hearing and mentioned the changes that were discussed today. He then asked for a motion.

MOTION:

Commissioner Smith: I move we read the ordinance by title only and the changes discussed today.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Smit: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: No.

Chair Ludlow: Aye – the motion passes 3-1.

Jeffery Munns County Counsel read the ordinance by title only and he also read the changes in full.

Chair Ludlow asked for a motion to adopt the ordinance.

MOTION:

Commissioner Smith: I move we read adopt Ordinance No. 07-2016 amending County Code Chapter 2.10, Hamlets and Villages and Declaring an Emergency.

Commissioner Schrader: Second.

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

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: No.

Commissioner Smit: Aye.

Chair Ludlow: Aye – the motion passes 3-1.

IV. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of a Non-Federal Sub-recipient Agreement with Oregon Child Development Coalition, Inc. (OCDC) for Preschool Promise Services – *Children, Youth & Families*
2. Approval of an Intergovernmental Sub-recipient Agreement with Oregon Trail School District No. 46 for Preschool Promise Services – *Children, Youth & Families*

B. Department of Transportation & Development

1. **Board Order No. 2016-121** Adopting the Vacation of a Portion of Nickel Road
2. Approval of a Contract with Parametrix, Inc. for On-Call Environmental Consultation Service – 2016-2020 - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of the Annual Clackamas County Investment Policy - *Treasurer*

3. Approval of an Entry and Construction Agreement Clackamas County Sheriff's Office and the Clackamas County Peace Officers Benevolent Foundation – ccsso

D. Department of Disaster Management

1. Approval of Fiscal Year State Homeland Security Grant Program Agreement with the State of Oregon for a Clackamas County Public Information Plan

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of a Land and Water Conservation Fund Grant Agreement with Oregon Parks and Recreation Department, North Clackamas Parks and Recreation District, and City of Milwaukie for the Development of Wichita Park

VI. DEVELOPMENT AGENCY

1. Approval of a Quitclaim Deed for Development Agency Surplus Property

VII. WATER ENVIRONMENT SERVICES

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

1. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1 and the U.S. Geological Survey for Johnson Creek Monitoring
2. Approval of a Joint Funding Agreement between the Surface Water Management Agency of Clackamas County and the U.S. Geological Survey for Tualatin River Monitoring
3. Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1 and the Oregon Department of Transportation for a Flexible Service Agreement for Equipment and Services
4. Approval of an Intergovernmental Agreement between the Surface Water Management Agency of Clackamas County and the Oregon Department of Transportation for a Flexible Service Agreement for Equipment and Services

VIII. COUNTY ADMINISTRATOR UPDATE

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

IX. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11 47 AM

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BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

Thursday, December 1, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION

1. Presentation of the Tourism Development Grant Awards for 2016-17 and Recognition of Awards Given to Tourism Staff and Programs in 2016
Danielle Cowan, Tourism & Cultural Affairs Director introduced Aaron Liesemann and Jarrod Lyman, TCA Staff. They presented the staff report and a PowerPoint presentation that included a report of the slate of tourism development grant recipients for fiscal year 2016/2017 and recognition of the US Travel Association, Tourism Travel Research Association and MarCom for outstanding accomplishments from Clackamas County Tourism & Cultural Affairs in 2016.
The Board thanked Danielle and her staff for their outstanding work.

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – spoke regarding the Nov. election, measure 97 and road funding.

III. BOARD DISCUSSION ITEM

Business & Community Services

1. **Resolution No. 2016-122** Adopting the Expansion for the North Urban Clackamas County Enterprise Zone
Cindy Hagen, Business & Economic Development presented the staff report.
~Board Discussion~ Commissioner Bernard state he would abstain from voting because he owns property in the area.

MOTION:

Commissioner Smith: I move we approve the resolution for the expansion of the North Urban Clackamas County Enterprise Zone.
Commissioner Savas: Second.
Clerk calls the poll:
Commissioner Bernard: Abstain.
Commissioner Smith: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – the motion passes 3/0.

IV. COUNTY ADMINISTRATOR UPDATE

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

V. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:36 AM

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www.clackamas.us/bcc/business.html



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

January 5, 2017

Development Agency Board
Clackamas County

Members of the Board:

**Agreement with Clackamas Mall LLC for the
Clackamas Regional Center Property Enhancement Program**

Purpose/Outcomes	Agreement with Clackamas Mall LLC for the Clackamas Regional Center Property Enhancement Program for maintenance of the improvements for a period of ten years.
Dollar Amount and Fiscal Impact	Reimbursement of \$50,000 for costs of Property Improvements
Funding Source	No General Fund resources are currently allocated to this program.
Duration	Ten years from date of Agreement execution.
Previous Board Action	Clackamas Town Center Urban Renewal District Work Program was accepted on April 11, 2013.
Strategic Plan Alignment	Build a Strong Infrastructure Ensure safe, healthy and secure communities
Contact Person	Dan Johnson, Development Agency Manager 503.742.4325

BACKGROUND: The Development Agency began the Clackamas Regional Center Property Enhancement Program in January of 2015. The Program's purpose is to help ensure the long-term positive image and support the economic health of the area. The Program will reimburse participating business owners up to 75% of construction costs associated with eligible improvements, up to a maximum of \$50,000. Before reimbursement, the Participant must enter into an Agreement to maintain the improvements for a period of ten years.

Clackamas Mall LLC has completed their improvements, which consisted of renovation, cleaning up and installing irrigation for the south landscape area along SE Sunnyside Road. Per terms of the Agreement, they have requested reimbursement.

RECOMMENDATION: Staff recommends the Board approve and authorize the Chair to sign the Clackamas Regional Center Property Enhancement Program Agreement with Clackamas Mall LLC.

Respectfully submitted,

Dan Johnson, Manager
Clackamas County Development Agency

Return to:
Clackamas County Development Agency
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045

Tax Statements shall be sent to:
No Change

**CLACKAMAS REGIONAL CENTER PROPERTY
ENHANCEMENT PROGRAM AGREEMENT**

This Agreement (“Agreement”) is entered into on this ____ day of _____, 20____ (“Effective Date”), by and between Clackamas Mall, LLC (“Participant”) and the Clackamas County Development Agency (“Agency”), the Urban Renewal Agency of Clackamas County, a corporate body politic.

RECITALS

WHEREAS the Clackamas Regional Center Property Enhancement Program (the “Program”) is an incentive-based program designed to encourage eligible property owners to improve the appearance of the property and adjacent streetscapes; and

WHEREAS, the Clackamas Regional Center is a major hub for residential and business communities in unincorporated Clackamas County, and the Clackamas County Development Agency is seeking opportunities to partner with the business community through the Program; and

WHEREAS, the Participant is the fee simple owner of the improved real estate described on the attached Exhibit A (the “Property”), which is zoned and located in a manner consistent with the Program requirements; and

WHEREAS, the Participant has entered into a letter of commitment with the Agency dated June 20, 2016 (the “Letter of Commitment”) which sets forth the Participant’s commitment to improve the appearance of the Property, and the Agency’s commitment to fund a portion of the work described herein. The Letter of Commitment is attached hereto as Exhibit C and is incorporated herein by reference.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated

herein by this reference, and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Agency and Participant hereby agree as follows:

1. The Agency and Participant agree to fulfill their respective obligations set forth in the Letter of Commitment and Participant agrees that all work performed to construct, maintain, and repair the building and site improvements, which are described in the attached Exhibit B (collectively, the "Improvements"), must conform with standards of good workmanship consistent with practices in the community and all applicable federal, state and county building codes.
2. Except with the prior consent of Agency or as otherwise expressly provided herein, Participant must not in any way alter, remodel, replace or damage any of the Improvements or the improved building, nor may Participant perform any acts which would adversely affect the appearance of the Improvements, the building or Property. The restrictions described above include, but shall not be limited to:
 - (a) Any painting of the Improvements or the improved building; however, Agency shall be deemed to have consented to any repainting of the Improvements or improved building using the quality and color of paint presently existing if prior notice was given to Agency, and Agency shall not unreasonably refuse to consent to any proposed painting which is in keeping with the character of the improved building.
 - (b) Any sandblasting or other destructive or damaging cleaning of any of the Improvements or the improved building.
 - (c) Any repairs, renovation, rehabilitation, reconstruction, alterations, expansion or demolition which would adversely affect the appearance or the integrity of the Improvements or the improved building, as determined by the Agency.
 - (d) Regardless of the provisions of this paragraph 2, Participant shall be authorized to reconstruct, repair or refinish the Improvements or the improved building without the prior written consent of the Agency in the event of damage due to casualty loss, deterioration, or wear and tear, so long as such reconstruction, repair or refinishing by Participant uses in-kind materials and workmanship and restores the Improvements or the improved building to the character and condition provided for in this Agreement. However, Participant may make no alterations or changes to the appearance of the Improvements without obtaining the prior written consent of Agency.
3. Participant agrees to maintain the Improvements, the improved building and the Property

- in good condition and in no event permit it to deteriorate beyond its present condition.
4. Participant shall not devote the Property to uses inconsistent with applicable laws, rules, and regulations of any governmental agency having jurisdiction.
 5. The written consent of Agency, as required in paragraph 2 above, may be requested by Participant by submitting a reasonably detailed written proposal to the then current Manager of the Clackamas County Development Agency. If the proposal is not accepted or rejected within thirty (30) days of its submission, Participant may proceed with the proposed alteration.
 - (a) If Participant reasonably believes that an emergency exists and the written proposal specifically states that an emergency exists, the period for reply shall be forty-eight (48) hours. If the emergency threatens to damage any portion of the Improvements or the improved building, any action necessary to prevent such damage may be taken without first obtaining written consent if notice is immediately given to Agency that the work is being performed.
 - (b) The final product of all work performed pursuant to an emergency must be consistent with the provisions of Section 2.
 6. If the improved building is destroyed by fire or other casualty to the extent of seventy percent (70%) of the value of the improved building, and reconstruction is not practicable, then the rights granted to Agency by this Agreement shall extinguish, and this Agreement shall be of no further affect. If the improved building is not so damaged, or if the damage was caused by the willful or negligent acts of the Participant, the Participant must proceed to restore and rehabilitate the improved building to a condition which is as close as reasonably possible to its condition prior to the casualty after obtaining Agency's approval of the restoration and rehabilitation plans.
 7. The term of this Agreement shall be for a period of ten (10) years from the date hereof. This Agreement shall be binding upon Participant and any successors to Participant's interest in the property, but Participant shall have no personal liability arising out of any acts or events occurring after any transfer or conveyance of Participant's interest in the building and the land on which it stands, provided that the Participant is not in default of the terms of this Agreement at the time of the transfer. Participant may convey its interest in the building if notice is given to Agency prior to, or at the same time as, the conveyance.
 8. In the event that Participant violates or threatens to violate any of the terms of this Agreement, County shall have the following rights which shall be cumulative:

- (a) To obtain a temporary or permanent injunction restraining Participant from committing a violation, ordering Participant to comply with the terms of this Agreement or requiring the Participant to restore the building to the condition required by this Agreement;
 - (b) To receive damages from Participant to reimburse Agency for the grant of funds made by Agency related to the Improvements; and
 - (c) Any other rights afforded by law.
9. Participant agrees to pay all taxes of any kind imposed upon the property including Agency's interest in the Agreement.
10. Any notice required or permitted to be given under the terms of this Agreement must be either hand delivered or sent by certified mail to Participant or Agency at their respective addresses as follows:

AGENCY:

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

PARTICIPANT:

or at such other address designated in writing by Participant or Agency from time to time. Except as expressly provided herein to the contrary, any such notice shall be deemed effective when actually received by the addressee or two (2) business days from the date of mailing, whichever first occurs.

11. Participant shall be in exclusive control of the property that is the subject of this Agreement, and Agency shall not in any event whatsoever be liable for any injury or damage to any property or to any person on, in, or about the property. Participant agrees to indemnify and defend Agency and its elected officials, officers, employees and agents from, and reimburse Agency for any cost (including but not limited to attorney's fees), claim, loss, or liability suffered directly or from a third-party claim arising out of or related to Participant's ownership, operation, or use of the building and the Site Improvements, including defects in construction of the Improvements, latent or otherwise. No inspection of, or inspection report on, the building and site improvements by Agency shall be construed as a determination by the Agency that the building and site improvements are in safe condition, habitable, or fit for any particular purpose.

12. By making this Agreement, Agency is not obligating itself or any other agency with respect to any discretionary action relating to the property, including governmental agency approvals, which are or may be required.
13. Participant agrees that for the term of this Agreement Agency shall have the right, during regular business hours, and upon reasonable prior notice, to access the property for the purpose of monitoring the course of construction and the subsequent use, maintenance, and repair of the Improvements.
14. The parties agree that this Agreement may be recorded in the records of Clackamas County.
15. All of the covenants, agreements and restrictions contained herein, whether affirmative or negative, shall run with the land and shall be binding upon the Participant and its assigns, and each successor in interest to the Property or any portion thereof, and be in favor of the Agency, regardless of whether the Agency owns or holds any interest in real property adjacent to the Property.

DATED this ____ day of _____, _____.

PARTICIPANT:

By: _____

STATE OF OREGON)
) ss.
 County of _____)

This instrument was acknowledged before me on _____, 20__ by _____
 as the _____ of _____.

 Notary Public for Oregon
 My Commission Expires: _____

The foregoing Agreement is hereby acknowledged and accepted by the Clackamas County Development Agency this ____ day of _____, _____.

AGENCY:
CLACKAMAS COUNTY DEVELOPMENT AGENCY, a corporate body politic

By: _____
Chair

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20__ by _____
as the _____ of _____.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT "A" - Part I

Legal Description of the "Developer Tract"

PARCEL I:

Lot 1, CLACKAMAS TOWN CENTER, as the same is recorded September 26, 1980 in Book 82, page 13, Plat Records of the County of Clackamas and State of Oregon.

TOGETHER WITH that portion of Lot 2, CLACKAMAS TOWN CENTER, described in deed recorded as Fee No. 2006-076100 as follows:

A tract of land located in Clackamas Town Center situated in the Southwest quarter of Section 33, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas, State of Oregon and being more particularly described as follows:

Commencing at the Southwest corner of Section 33; thence North 1°48'00" East, along the West line of said Section 33 a distance of 1725.64 feet; thence South 88°12'00" East 90.00 feet to the Northwest corner of Lot 2 of Clackamas Town Center; thence South 89°05'31" East along the North line of said of Lot 2 a distance of 375.48 feet; thence North 81°24'29" East 270.01 feet; thence, leaving said Lot 2 line, North 0°54'29" East 298.95 feet; thence North 89°51'26" East 70.00 feet to the POINT OF BEGINNING; thence North 89°51'26" East 77.61 feet; thence North 0°50'27" East 6.00 feet; thence North 88°51'26" East 334.96 feet; thence North 0°54'29" East 35.02 feet; thence South 89°51'26" West 412.57 feet; thence South 0°54'29" West 41.02 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion of said Lot 1 described in deed recorded as Fee No. 2006-076097 as follows:

A tract of land located in Clackamas Town Center situated in the Southwest quarter of Section 33, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas, State of Oregon and being more particularly described as follows:

Commencing at the Southwest corner of Section 33; thence North 1°48'00" East, along the West line of said Section 33 a distance of 1725.64 feet; thence South 88°12'00" East 90.00 feet to the Northwest corner of Lot 2 of Clackamas Town Center; thence South 89°05'31" East along the North line of said of Lot 2 a distance of 375.48 feet; thence North 81°24'29" East 270.01 feet to the POINT OF BEGINNING; thence North 0°54'29" East 298.95 feet; thence North 89°51'26" East 70.00 feet; thence South 0°54'29" West 294.80 feet; thence North 89°05'31" West 37.50 feet; thence South 81°24'29" West 32.93 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that portion conveyed to Clackamas County for public roadway along Monterey Avenue as described in instrument recorded August 23, 2007 as Fee No. 2007-072964.

EXHIBIT "B" - IMPROVEMENTS

Clackamas Town Center Landscape RFP

4-25-16

Scope: Includes renovating, cleaning up and irrigating the south landscape area along SE Sunnyside Rd.

- Clean-up the area along the fence line of the existing bio-swale.
 - Remove all invasive plants at a minimum of two (2) feet from the inside of the fence line.
 - Remove, cutback and prune all trees along the south side of the bio-swale on the inside and outside of the fence.
 - Remove any garbage and debris in the area.
- Elevate the existing trees in the scope area for visibility and clearance.
 - Elevate all trees to a minimum of 6-8', depending on location.
 - Elevate all street trees to 12".
 - Deadwood and thin trees as needed.
- Spray out and remove the existing turf and vegetation in the scope area.
- Install and rototill 6" of 70-30 soil amendments into all areas.
 - Rototill amendments to a depth of 12".
- Install gray basalt accent boulders per plan.
 - Boulders to weigh between one (1) and one and a half (1.5) tons per.
 - Approximately forty (40) tons will be used.
- Install an as-built irrigation system for all areas.
 - Install 12" pop up spray heads with MP Rotator nozzles in all planting areas.
 - Install 4" pop up spray heads with MP Rotator nozzles in all turf areas.
 - Tie into the existing turf zone/parking strip and convert the existing heads to MP Rotators.
 - All main irrigation parts to consist of either Hunter or Rain Bird commercial components.
 - All added valves must be tied back to the existing controller.
- Purchase, deliver and install all plant material per plan and specifications.
 - All substitutions on plant material regarding size, quantity and variety, must be declared upon proposal submittal.
 - All plant material must be of good quality, rooted and full in nature.
 - All trees must be staked.
- Purchase, deliver and install four (4) hanging basket brackets and 18" 'City' hanging baskets with irrigation on the lampposts along SE Sunnyside.
- Install medium fir bark at a depth of 2" in all new planting areas.
- Install hydro seed in all new turf areas.
 - Pro-time Sun Fine Lawn or equivalent.
- Clean-up all areas daily while working on the project.
- Clean-up all areas at job completion.
- Provide a one year warranty for both labor and material for irrigation repairs and plant replacement.

Provide a monthly cost for maintaining the renovated area.

Plant List and Quantities:

Trees:

- 2 2.5" Carpinus betula 'Fastigiata'
- 6 6-7' Chamaecyparis ob. 'Compacta'

Shrubs:

- 5 5 gal Camelia 'Kramers Supreme' Red
- 19 5 gal Cornus sericea Arctic fire
- 25 5 gal Physocarpus op. 'Amber Jubilee'
- 43 5 gal Berberis thun. 'Concorde'
- 24 24-30" Euonymus a. 'Compacta'
- 234 30" Ilex meserveae 'blue girl'
- 17 30-36" Rhododendron catawbiense 'Boursault'
- 74 5 gal Spiraea x bumalda 'Gold Flame'
- 35 5 gal Hydrangea paniculata 'Limelight'
- 80 5 gal Nandina domestica 'Gulf Stream'
- 37 3 gal Knock Out Rose 'Red'

Grasses:

- 45 5 gal Grass, Calamagrostis a. 'Karl Foerster'
- 25 1 gal Grass, Carex testacea
- 134 2 gal Grass, Pennisetum a. 'Hamel'
- 8 5 gal Grass, Miscanthus sin. 'Morning Light'

Perennials:

- 11 1 gal Crocosmia x crocosmiiflora 'Lucifer'
- 14 1 gal Polystichum munitum
- 31 1 gal Echinacea purpurea
- 113 1 gal Hemerocallis sp. 'Stella D'Oro'
- 25 1 gal Heuchera micrantha 'Palace Purple'
- 33 1 gal Bergenia c. 'Winterglow'
- 68 1 gal Sedum spectabile 'Autumn Joy'
- 233 1 gal Rudbeckia f. 'Little Goldstar'

Misc. Area Plantings:

1 gal Mixed Native Shade Plants (Planted at 30" O.C. - 360 total)

- (60) 1 gal Mixed Ferns; Polystichum munitum, Dryopteris erythrosora - Autumn Brilliance, Blechnum spicant - Deer
- (60) 1 gal Mixed Astilbe: 'Visions in White', 'Sugarberry', 'Visions in Pink', 'Visions'
- (60) 1 gal Mixed Azalea: 'Gumpo White', 'Hino-Crimson' (red), 'Gumpo Pink'
- (30) 1 gal Gaultheria shallon
- (60) 1 gal Mixed Hostas: 'Frances Williams', 'Patriot', 'Wide Brim', 'Sum and Substance'
- (30) 1 gal Mahonia repens
- (20) 1 gal Mahonia aquifolium
- (20) 1 gal Nandina d. 'Harbor Belle'
- (20) 1 gal Pieris japonica 'Purity'

5 gal Mixed Shade Plants (Planted in groups of five throughout the one gallon native area -- 25 total)

- (10) 5 gal Hydrangea 'Endless Summer 'BloomStruck'
- (10) 5 gal Loropetalum chinensis 'Razzleberry'
- (5) 5 gal Viburnum davidi

Groundcovers:

- (355) 4" Pachysandra terminalis (Planted at 18" O.C.)
- (73) 1 gal Hakonechloa m. 'All Gold' (Planted at 24" O.C.)

Additional Items:

- (4) 18" City Hanging baskets with Heavy Duty Hangers

EXHIBIT C

LETTER OF COMMITMENT

DAN JOHNSON
MANAGER



DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Date: June 16, 2016

Daniel J. Wilson
Operations Manager
Clackamas Town Center/General Growth Properties, Inc.
12000 SE 82nd Avenue, Suite 1093
Happy Valley, OR 97086

RE: Letter of Commitment - Clackamas Regional Center Property Enhancement Program

Property Owners: General Growth Properties, Inc.
Property Address: 12000 SE 82nd Avenue, Suite 1093, Happy Valley, OR 97086
Commitment Expires:

Please sign both copies of the enclosed Commitment Letter. Return one copy to Clackamas County in the enclosed envelope along with any required items within 10 days of receipt of this letter.

AMOUNT AND TERMS:

Amount of Grant:

Design Costs: 50% of costs, up to \$5,000 maximum

Construction: 75% of costs, up to \$50,000 maximum

Property Owner Responsibilities prior to reimbursement of funds:


- Property owner will retain a consultant to complete the final design and construction documents for improvements.
- Property owner will pay consultant directly for design services and completion of construction documents.
- Property owner will obtain all necessary permits and approval from regulating agencies and pay all associated fees.
- Property owner will submit design documents to Agency and receive approval.
- Property Owner will obtain a minimum of three bids for construction of improvements.
- Contract will be between the Property Owner and Contractor.

- Property owner must submit proof of course of construction and property insurance to Agency, naming the Clackamas County Development Agency as an Additional Insured.
- Property owner will manage construction.
- Property Owner will pay Contractor directly when construction is complete.
- Property Owner will notify Agency of completion of Construction and submit a request for payment with an itemized bill outlining all costs associated with improvements.

Agency Responsibilities:

- Agency will review design documents for compliance with program and County standards.
- Agency will issue approval of design and cost estimates for project.
- Agency will give approval to begin construction of improvements.
- After notification by Property Owner of completion of project, Agency will schedule inspection of improvements to ensure work is done to specifications.
- After submission of itemized billing for improvements, Agency will authorize payment to be issued to Property Owner within 30 days of receiving invoices.

COMMITMENT ISSUED BY:



 Dan Johnson, Manager
 Clackamas County Development Agency
 150 Beaver Creek Road
 Oregon City, OR 97015

I hereby accept the terms and conditions of this commitment.	
PROPERTY OWNER	Date: <u>6/20/16</u>
