



Commissioners encourage public to attend public meeting digitally.

BOARD OF COUNTY COMMISSIONERS  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

# AGENDA

## \*Revised

Added Consent Agenda items F. 1 & 2

**Thursday, May 7, 2020 - 10:00 AM**

### **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2020-34

#### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **\*\*\*COVID-19 Update**

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

1. Second Hearing for Resolution No. \_\_\_\_\_ Amending the Transportation System Development Charges Methodology Report, Modifying the TSDC Rate Schedule to establish new rates for Single Family Residential Homes and Accessory Dwelling Units – first hearing was 4-16-2020 (Deidra Landon, DTD)

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

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

1. Approval of Amendment No. 2, to Intergovernmental Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
2. Approval for Amendment No. 5 to Agreement 8904 to a Professional Services Agreement with Dental Medical Staffing (DMS) for Temporary Staffing Services – *Health Centers*
3. Approval of the Intergovernmental Agreement with Multnomah County, for participation in the Public Health Officer Program – *Public Health*
4. Approval to Accept a Grant Award from the Oregon Community Recovery Fund of the Oregon Community Foundation, for COVID-19 Operating Expenses – *Social Services*
5. Approval of Amendment No. 6 of the Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for Early Learning HUB – *Children, Family & Community Connections*
6. Approval of Amendment No. 7 of the Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for Early Learning HUB – *Children, Family & Community Connections*

**B. Department of Transportation & Development**

1. Approval to Partner with Molalla River Watch in Applying for an Oregon Watershed Enhancement Board Grant for the Replacement of the Woodcock Creek (Grimm Rd) Bridge No. 06267
2. Approval to Apply for a BUILD Discretionary Transportation Grant to Replace the Bridge Across the Bull Run River

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**D. Juvenile Department**

1. Approval of Amendment No. 10 to the Intergovernmental Agreement with Multnomah County for Secure Custody Detention Beds at Donald E. Long Detention Facility

**E. Public & Government Affairs**

1. Board Order No. \_\_\_\_\_ for an Extension of the Cable Television Franchise with Beaver Creek Cooperative Telephone Company
1. Approval of an Intergovernmental Agreement with Multnomah County for Use of Videography Services of Clackamas County On-Call Videographers

**\*F. Disaster Management**

1. Authorization for Disaster Management Director to Sign the Community Block Grant COVID-19 HUD Grant Agreement
2. Authorization for Disaster Management Director to Sign the Emergency Solutions Grant COVID-19 HUD Grant Agreement

**III. DEVELOPMENT AGENCY**

1. Execution of a Property Use Agreement with Comcast Cable Communications Management, LLC

**IV. WATER ENVIRONMENT SERVICES**

1. Approval of a Contract Amendment No. with R.L. Reimers Company for the Tri-City Hypochlorite and NPW Pump Station Improvements Project - *Procurement*

**V. 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.)*

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

May 7, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #2, to Intergovernmental Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Older Americans Act Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #2 with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons in the Oregon City service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$18,186 for a revised agreement maximum of \$171,937. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Amendment is effective April 1, 2020 and terminates on June 30, 2020
<b>Previous Board Action</b>	061319-A1
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>County Counsel</b>	Amendment in a format approved by County Counsel
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9315; Subrecipient #20-003

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #2; with Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Molalla/Mulino service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

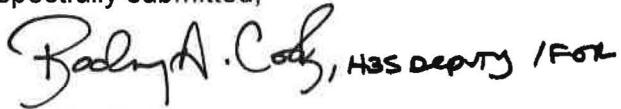
This amendment adds \$18,186 in funding for the 2019-20 fiscal year effective April 1, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel.

Page 2 – Staff Report: H3S#9270  
April 30, 2020

**RECOMMENDATION:**

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

Respectfully submitted,

 Bradley A. Cook, H3S DEPUTY / FOL

Richard Swift, Director  
Health Housing & Human Services

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9315 Subrecipient #: 20-003 Board Agenda #: 0691319-A1

Division: Social Services Amendment Number: 21

Contractor: Foothills Community Church as manager of: Molalla Adult Comm. Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$18,186.

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This Amendment #2, when signed by the Foothills Community Church as manager of Molalla Adult Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 1, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

1. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
  4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$153,751**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** The COUNTY's funding of **\$44,477** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052,

Foothills Community Church DBA: Molalla Adult Community Center  
Subrecipient Grant Agreement #20-003, Amendment 2

93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and \$4,800 from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

4. **Other Funds.** The COUNTY's funding of \$69,601 for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The \$33,248 in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The \$1,625 in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

5. **4. Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is \$171,937. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding of \$62,663 in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and \$4,800 from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** The COUNTY's funding of \$69,601 for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The \$33,248 in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The \$1,625 in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

II. **AMEND:** Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

**TO READ:** Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

Amend

Molalla Adult Community Center Services  
Fiscal Year 2019-20

Federal Award Numbers	OAA II B	OAA II C1	OAA II C2	OAA II D	OAA Match	NSIP Funds	Other State funds	Ride Conn/TriMet		TriMet	Medicaid	LIHEAP	P.L. (if applicable)	NO. OF UNITS	TOTAL COST	Reimbursment Rate
	Funds	Funds	Funds	Funds	Funds	Funds		STF Funds	5310	STF Funds	Funds	Funds				
CFDA Number	93.044	93.045	93.045	93.043		93.053		N/A	OR-55-512	N/A	N/A	N/A				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
Case Management	7,749				862									103.37 Hrs	\$8,611	\$26.18
Reassurance	4,899				545									157	\$5,444	\$31.23
Information & Assistance	1,085				121									81	\$1,206	\$13.44
PublicOutreach	300				33									8	\$333	\$50.00
Transportation - OAA II-B	0				0								0	0	\$0	\$5.00
OAA - Meal Site Mgmt		6,707	7,853		1,619								21,840	22,750	\$38,019	\$1.25
Food Service - Frozen HDMs			14,555		1,819	5,041								7,100	21,215	\$0.71
APD Medicaid HDMs			(11,358)		(1,263)	(3,054)					36,968		(3,720)	3,875	\$17,573	\$7.79
OPI HDMs							0							0	\$0	\$0.00
Evidence-based Health & Wellness programming				10,700	0		0							142.6 Classes	\$10,700	\$75.04
Non Medical Medicaid Rides										1,606	3,294			350	\$4,900	\$14.00
Transport - Ride Conn Out of Dist.								23,716					1,355	2,710	\$25,071	\$8.75
Vehicle Maintenance - Ride Conn.					\$513.50				\$4,800							
Special Tran. Formula-TAXI and/or Van								40,985						1,532	\$40,985	N/A
LIHEAP intakes												1,825		65	\$1,525.00	\$25.00
<b>TOTALS</b>	<b>\$14,033</b>	<b>\$8,707</b>	<b>\$11,050</b>	<b>\$10,700</b>	<b>\$4,049</b>	<b>\$1,988</b>	<b>50</b>	<b>\$64,701</b>	<b>\$4,800</b>	<b>\$1,606</b>	<b>\$40,262</b>	<b>1625</b>	<b>\$19,475</b>		<b>\$175,681</b>	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

County Contract Amount: \$153,751

Federal Award Totals \$49,277

To Read

Foothills Community Church  
 Molalla Adult Community Center Services  
 Fiscal Year 2019-20

Federal Award Numbers	OAA III B	OAA III B	OAA III C1	OAA III C1	OAA III C2	OAA III C2	OAA III D	Match	NSIP	Other	Ride Conn/Title		Title	Medicaid	LIHEAP	P.L. (if applicable)	NO. OF UNITS	TOTAL COST	Reimbursement Rate	
	Funds	Funds	Funds	Funds	Funds	Funds	Funds				STF	5310								STF Funds
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043	N/A	93.053	State	Funds	DR-25-912	N/A	N/A	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	
COVID Grant Award						13,886		N/A										\$13,886		
Case Management	7,749	2,150						862									378.11 hrs	\$10,761	\$26.18	
Reassurance	4,899	2,150						545									236	\$7,594	\$31.23	
Information & Assistance	1,085							121									81	\$1,206	\$13.44	
Public Outreach	380							33									6	\$333	\$50.00	
Transportation - OAA III-B	-							0								0	0	\$0	\$5.00	
OAA - Meal Site Mgmt			6,707		7,853			1,619									21,840	22,750	\$36,019	\$1.26
Food Service - Frozen HDMs					14,585			1,619	5,041								7,100	21,215	\$0.71	
APD Medicaid HDMs					(11,358)			(1,263)	(3,054)					36,968		(3,720)	3,875	\$17,573	\$7.79	
OPI HDMs									0							0	0	\$0	\$0.00	
Evidence-based Health & Wellness programming							10,700	0	0								142.6	Classes	\$10,700	\$75.04
Non Medical Medicaid Rates													1,606	3,294			350	\$4,900	\$14.00	
Transport - Ride Con Out of Dist.											23,718					1,355	2,710	\$25,071	\$8.75	
Vehicle Maintenance - Ride Conn.								\$513.50				\$4,800						\$5,314		
Special Trans. Formula-TAXI and/or Van											40,985						1,532	\$40,385	N/A	
LIHEAP Intakes														1,625			65	\$1,625	\$25.00	
<b>TOTALS</b>	<b>14,083</b>	<b>4,300</b>	<b>6,707</b>	<b>-</b>	<b>11,050</b>	<b>13,886</b>	<b>10,700</b>	<b>4,046</b>	<b>1,966</b>	<b>-</b>	<b>84,781</b>	<b>4,800</b>	<b>1,606</b>	<b>40,262</b>	<b>1,625</b>	<b>19,475</b>		<b>199,180</b>		

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

County Contract Amount: \$171,937




Federal Award Totals 67,463



Foothills Community Church DBA: Molalla Adult Community Center  
Subrecipient Grant Agreement #20-003, Amendment 1

Except as set forth herein, the SUBRECIPIENT and COUNTY ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

<b>Foothills Community Church</b>	<b>CLACKAMAS COUNTY</b>
By:  Dale Satrum, Lead Pastor	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
Date: <u>4/21/2020</u>	<b>Signing on Behalf of the Board:</b>
<b>Approved as to Content:</b>	
 Cecily Rose, Center Manager Molalla Adult Community Center	 Richard Swift, Director Health, Housing & Human Services Dept.
Date: <u>4/16/2020</u>	Date: _____

May 7, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for Amendment #5 to Agreement #8904 to a Professional Services Agreement with Dental Medical Staffing (DMS) for Temporary Staffing Services.

<b>Purpose/Outcomes</b>	Contractor will provide professional staffing services as requested by Clackamas Health Centers (CHC) to support staffing needs as they arise in the clinical operations.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum is being increase by \$220,000, bringing the contract maximum to \$370,000.
<b>Funding Source</b>	No County General Funds are involved. Fee for service through Health Centers' clinics.
<b>Duration</b>	Effective March 1, 2020 and terminates on December 31, 2021
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. It was approved on April 22, 2020.
<b>Contact Person</b>	Deborah Cockrell 503-742-5495
<b>Contract No.</b>	8904_05

**BACKGROUND:**

Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval of Amendment #5 to Agreement #8904 to a Professional Services Agreement with Dental Medical Staffing for the purpose of providing temporary staffing services.

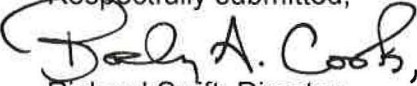
In recent months CHC has had to utilize staffing services more than initially anticipated due to a shortage of qualified providers. CHC dental clinics have a greater need for services than experienced in years' past and the recent opening of a new pediatric dental clinic. Due to this need for providers CHC plans on developing and soliciting a Request For Proposals (RFP) for staffing services in the next year with the intent to award to multiple vendors. In order to prevent a break in services we need to increase the contract value by \$220,000, bringing the total contract value to \$370,000. The additional funding will support services while the RFP is being developed and published.

This is a retroactive agreement due to receiving invoices for services from the month prior. Amendment #5 to the Agreement is effective March 1, 2020 will continue with December 31, 2021.

**RECOMMENDATION:**

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

Respectfully submitted,

  
Beth A. Cook, H3S Deputy / For  
Richard Swift, Director  
Health, Housing, and Human Services



**DENTAL MEDICAL STAFFING, INC.**

Professional Services Contract #8904 – Amendment #5

Page 2 of 2

A. Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I at a rate outlined in Exhibit A.

The total payment to CONTRACTOR shall not exceed **\$370,000.00**.

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

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

**DENTAL MEDICAL STAFFING, INC.**

**CLACKAMAS COUNTY**

By: Debbie Allmaras  
Debbie Allmaras – Bookkeeper

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

4/8/2020  
Date

**Signing on behalf of the Board:**

410 NE 181<sup>st</sup> AVE  
Street Address

Portland OR 97230  
City/State/Zip

Richard Swift, Director  
Health, Housing and Human Services Department

Debbie Allmaras  
Bookkeeper  
phone: 503-618-8367  
fax: 503-492-2545  
debbie@dentalmedicalstaffinginc.com

\_\_\_\_\_  
Date

May 07, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement with  
Multnomah County, for participation in the Public Health Officer Program

<b>Purpose/Outcomes</b>	The Health Officer Program provides health and medical consultation and leadership services to our Public Health Officer of record for Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The contract Maximum value is \$33,068.
<b>Funding Source</b>	Local Public Health Authority grant funds through the Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 01, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	No Previous Board Action has been taken.
<b>Strategic Plan Alignment</b>	1. Efficient and effective Services 2. Build a strong infrastructure
<b>Counsel Review</b>	County Counsel has review and approved this document on April 27, 2020
<b>Contact Person</b>	Richard Swift, interim Public Health Director , 503-650-5694
<b>Contract No.</b>	9700

**BACKGROUND:**

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

The contract maximum value is \$33,068. The agreement is effective July 01, 2020 through June 30, 2021.

Page 2 Staff Report  
May 07, 2020  
Agreement #9700

**RECOMMENDATION:**

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

Respectfully submitted,

Handwritten signature of Bradley A. Cook, H3S deputy director. The signature is written in black ink and includes the name "Bradley A. Cook" followed by "H3S deputy director" in a smaller, less legible script.

Richard Swift, Director  
Health, Housing, and Human Services

**MULTNOMAH COUNTY**  
**INTERGOVERNMENTAL AGREEMENT**  
**CONTRACT HD-IGA-R-12133-2020**

This is an Agreement between Clackamas County Public Health Division (CCPHD) and Multnomah County (COUNTY).

**I. PURPOSE:**

The purpose of this agreement is for COUNTY to define roles and responsibilities for participation in the regional Tri-County Health Officer Program (TCHOP).

This includes:

- 1) Providing public health and medical consultation and leadership services to Clackamas County Public Health Division (CCPHD) through a team of qualified public health physicians.
- 2) Aligning Health Officer services regionally.
- 3) Detailing the Clackamas County Health Officer's role in the TCHOP.

It is understood the services will be primarily consultative and that these services will be performed both at CCPHD facilities and at other places. It is further understood that this agreement supports a regional approach to Health Officer services for Washington, Clackamas and Multnomah counties.

The Regional Health Officer Team will consist of four Health Officers. Clackamas and Washington Counties will each have one dedicated Health Officer who will serve as the Health Officer of record for the county to which they are assigned. Multnomah County will house the lead Health Officer for the region and will also have one Deputy Health Officer.

**II. STATEMENT OF WORK**

The parties agree as follows:

1. The term of this agreement shall be from **July 1, 2020 - June 30, 2021**.
2. This Contract HD-IGA-R-12133-2020 replaces Contract No. 201403.
3. COUNTY is responsible for implementation and leadership of the Tri-County Regional Health Officer Program and for housing the lead Health Officer who is primarily responsible for the following aspects of the TCHOP:
  - A. Technical direction and support of the other Health Officers as needed;
  - B. Completion of budgets, finance mechanisms, and intergovernmental agreements necessary to maintain the TCHOP;
  - C. Maintaining operational systems for key health officer functions (e.g., timely response to urgent public health needs and media requests);
  - D. Support for CCPHD Health Officer in developing and maintaining effective relationships with the medical community, media, elected officials, and important community leaders; and

- E. Continued alignment of a regional approach to providing health officer services including, but not limited to:
  - 1) Organizing regional assignments and representation;
  - 2) Spearheading collaboration of regional public health response activities when appropriate); and
  - 3) Maintaining the CCPHD Health Officer's access to a Google email address and Google Drive.
  
- 4. In general, the portfolio of functional responsibilities may be distributed among the Health Officers based on individual county needs, regional needs, individual Health Officer's knowledge, skills, abilities, developmental needs, and areas of special expertise. The Tri-County Regional Health Officer team will provide the following:
  - A. Communicable disease consultation;
  - B. Consultation specific to emergency preparedness plans and participation in emergency preparedness training, drills, and exercises;
  - C. Consultation to assist in compliance with applicable Oregon statutes, rules, county codes and contractual obligations;
  - D. Consultation to staff and/or community medical providers regarding evaluation, monitoring and treatment of tuberculosis, and provision of in-clinic care for patients with TB; and
  - E. 24/7 support for urgent communicable disease or unexpected community emergencies requiring urgent public health intervention.
  
- 5. Quality of service will be assured as follows:
  - A. The four Health Officers shall share 24/7 on-call support; the schedule will be mutually agreed upon by the participating physicians. 24/7 on-call support includes being accessible by phone or electronic communication. The four Health Officers shall respond to non-urgent individual communicable disease consultation phone calls and emails the same day in 90% of cases, and will respond to 90% of urgent consultation request situations within 30 minutes. The four Health Officers will cover functional responsibilities for each other when one is on leave, with consultation for communicable diseases and other urgent situations being the top priority.
  - B. Supervision: The CCPHD Director will provide supervision of the CCPHD Health Officer with technical support and assistance from the Multnomah County Lead Health Officer.
  - C. Work Prioritization: Will be at the discretion of the CCPHD Director and CCPH Health Officer
  - D. Process Evaluation: The Multnomah County Lead Health Officer, Clackamas County Health Officer and Clackamas County Public Health Division Director (or designee) will meet at least twice yearly to identify areas for improvement, alignment, and support.



6. **CCPHD** will

- A. Recruit, hire, supervise, direct, insure, and retain a Health Officer for the program with support from the TCHOP.
- B. Provide phone, computer, technical support, travel, training, and all other employer oversight and control.

III. **LIAISON RESPONSIBILITY**

The Multnomah County Lead Health Officer will act as the liaison from COUNTY. The Clackamas County Public Health Director (or designee) will be liaison for Clackamas County.

IV. **TERMS**

- 1. CCPHD agrees to pay COUNTY for 0.07 FTE for the Lead Health Officer who is primarily responsible for the program activities listed in number II(3) above.
- 2. COUNTY shall provide an itemized bill for actual costs once a month at an amount not to exceed \$2,800.00 CCPHD will reimburse COUNTY within 30 days of receipt of an accurate invoice each month. The total amount of this contract shall not exceed \$33,068.00 (for the period 7/01/2020 - 06/30/2021).
- 3. Both parties understand that the COUNTY may request that this agreement be amended to increase or decrease the compensation amount annually if costs prove to be higher or lower than anticipated at the agreement commencement.

Invoice Mailing Address:

Clackamas County Public Health  
Division 2051 Kaen Road #367  
Oregon City, Oregon 97045

V. **TERMINATION**

This agreement may be terminated by mutual consent of both parties upon 30 days written notice.

VI. **INDEMNIFICATION**

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, CCPHD shall indemnify, defend and hold harmless COUNTY from and against all liability, loss and costs arising out of or resulting from the tortious acts or omissions of CCPHD, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COUNTY shall indemnify, defend and hold harmless CCPHD from and against all liability, loss and costs arising out of or resulting from the tortious acts or omissions of COUNTY, its officers, employees and agents in the performance of this agreement.

VII. **INSURANCE**

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

#### **VIII. ADHERENCE TO LAW**

Each party shall comply with all federal, state, and local laws and ordinances applicable to this agreement

#### **IX. NON-DISCRIMINATION**

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

#### **X. ACCESS TO RECORDS**

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

#### **XI. SUBCONTRACTS AND ASSIGNMENT**

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

#### **XII. DEBT LIMITATION**

This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein that would conflict with law are deemed inoperative to that extent.

#### **XIII. SPECIAL REQUIREMENTS**

CCPHD and COUNTY agree to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and any other applicable local, state, or federal law.

Each party is an independent contractor and has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.

No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

#### **XIV. THIS IS THE ENTIRE AGREEMENT**

This agreement consists of fourteen sections and constitutes the entire agreement between the parties. Modifications to this agreement are valid only if made in writing and signed by all parties.

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**CONTRACTOR SIGNATURE**

***I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.***

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

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

Name (print): \_\_\_\_\_

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

---

**MULTNOMAH COUNTY SIGNATURE**

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: \_\_\_\_\_

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

**Department Director Review (optional):**

Director or Designee: Patricia Charles-Heathens/ps

Date: 4/17/2020

**County Attorney Review:**

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: \_\_\_\_\_

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

May 7, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board

Approval to Accept a Grant Award  
 from the Oregon Community Recovery Fund of the Oregon Community Foundation, for  
COVID-19 Operating Expenses

<b>Purpose/Outcomes</b>	Board approval is needed to accept the grant revenue funding for general operating supporting, especially in relation to COVID-19.
<b>Dollar Amount and Fiscal Impact</b>	\$97,000 revenue
<b>Funding Source</b>	Oregon Community Foundation, Oregon Community Recovery Fund, #401473, H3S#9689.
<b>Duration</b>	March 24, 2020 to March 23, 2021
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Counsel Review</b>	The grant award letter was approved April 13, 2020.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	Grant #401473, H3S#9689

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval to accept an unsolicited Grant Award from the Oregon Community Recovery Fund of the Oregon Community Foundation for \$97,000.

The Oregon Community Foundation awarded Clackamas County Social Services the grant from its Oregon Community Recovery Fund in recognition of the important work that Social Services does to provide essential and emergency services to community members most in need. The award is meant to support the crucial assistance that will be provided in response to COVID-19. Funding is for general operating supporting, especially in relation to COVID-19. There are no match requirements and minimal reporting. County Counsel has approved the grant award letter, and the Emergency Operations Center has approved.

May 7, 2020

**RECOMMENDATION:**

Staff recommends the Board approve and accept this grant award and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

 Betsy A. Cook, H3S deputy / FOX

Richard Swift, Director  
Health, Housing and Human Services Department



March 27, 2020

Brenda Durbin, Director
Clackamas County Social Services
2051 Kaen Road
Oregon City, OR 97045

Dear Brenda:

Congratulations! We are pleased to inform you that a grant in the amount of \$97,000 was approved for your organization by OCF's board of directors on March 24, 2020. Please note: the grant check (payment) is forthcoming in a separate mailing.

Grant Purpose: for general operating support, especially in relation to COVID-19 response in Clackamas County

The formal name of each fund that supported your project is listed below.

Oregon Community Recovery Fund of The Oregon Community Foundation (\$97,000)

Award Terms: Your organization's endorsement of the check will constitute agreement to use the funds as stated above and as stipulated in the following paragraphs.

Grantees are required to notify the foundation of any development that significantly affects the operation of the organization. Prior approval from the foundation must be obtained for any modifications to project objectives, site, personnel, timeline or budget. If there are any changes in your organization's status or tax classification, the foundation must be notified promptly. In the event of loss of tax-exempt status under federal laws, any unspent funds shall be returned to the foundation immediately.

The grant period ends one year from the date the funds were awarded. If all funds have not been expended at that point, a plan for use of the remaining funds must be provided to the foundation. If this plan is approved by the foundation, the unspent funds will not need to be returned to the foundation. Full records of revenues and expenditures related to this grant must be made available upon the foundation's request.

The foundation's donors and staff are to receive no personal benefits or services for this grant that are not otherwise extended to the general public without cost.

PORTLAND
1221 SW YAMHILL ST.
SUITE 100
PORTLAND, OR 97205
(503) 227-6846

BEND
15 SW COLORADO AVE.
SUITE 375
BEND, OR 97702
(541) 382-1170

EUGENE
440 E BROADWAY
SUITE 160
EUGENE, OR 97401
(541) 431-7099

MEDFORD
818 W EIGHTH ST.
MEDFORD, OR 97501
(541) 773-8987

SALEM
530 CENTER ST. NE
SUITE 230
SALEM, OR 97301
(503) 779-1927

OREGONCF.ORG

PRESIDENT AND CEO
MAX WILLIAMS

BOARD OF DIRECTORS
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KIMBERLY COOPER, Vice Chair
BILL BERG, Treasurer
CAROLYN WALKER, Secretary
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PENNY ALLEN
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PETER BRAGDON
BOBBIE CONNER
PATRICK CRITESER
SU EMBREE
ROMY MORTENSEN
PETE NICKERSON
SABRINA PARSONS
PATRICK REITEN

**Public Recognition for Your Project and Its Supporters:** Many nonprofits like to publicize their grant award. An OCF press page is available at <https://oregoncf.org/grants-and-scholarships/grants-resources/grantee-press-kit> with our logo and information about the foundation. The names of the funds contributing to your grant should be listed as noted earlier in this letter.

**Grant Reporting:** An evaluation report on the grant-supported project will be due March 26, 2021. The Standard Grant Evaluation Form may be found at <https://oregoncf.org/grants-and-scholarships/grants-resources/grantee-reporting>. If your organization is on track to meet project objectives at that point, a subsequent report will not be required.

---

The foundation is happy to be of assistance to you and extends best wishes for your continued success. Please contact us with any questions you have.

Sincerely,



Max Williams  
President

MMW:ld

OCF Grant # 401473

# 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: H3S/SSD Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: Oregon Community Foundation - Unsolicited Grant  
Funding Source:  Federal  State  Local:  
Requestor Information (Name of staff person initiating form): Jessica Diridoni  
Requestor Contact Information: [jdiridoni@clackamas.us](mailto:jdiridoni@clackamas.us)  
Department Fiscal Representative: Jennifer Snook, Jennifersno@clackamas.us  
Program Name or Number (please specify): Oregon Community Foundation, COVID-19, H3S# 9689  
Brief Description of Project:

This is an unsolicited grant in the amount of \$97,000. There was no application and funds have already been sent to the County. Oregon Community Foundation awarded Clackamas County Social Services a grant from the Oregon Community Recovery Fund in recognition of the important work that Social Services does to provide essential and emergency services to community members most in need. The award is for general operating support, especially in relation to COVID-19 response in Clackamas County.

Name of Funding (Granting) Agency: Oregon Community Foundation

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

<https://oregoncf.org/>

OR

Application Packet Attached:  Yes  No

Completed By: Jessica Diridoni Date 4/22/2020

\*\* 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  Other Funding Agency Award Notification Date: 3/24/2020  
CFDA(s), if applicable: N/A  
Announcement Date: N/A- unsolicited grant Announcement/Opportunity #: N/A  
Grant Category/Title: #401473 Max Award Value: \$97,000  
Allows Indirect/Rate: not specified Match Requirement: N/A  
Application Deadline: N/A Other Deadlines: N/A  
Grant Start Date: 3/24/2020 Other Deadline Description:  
Grant End Date: 3/23/2021  
Completed By: Jessica Diridoni Program Income Requirement: N/A  
Pre-Application Meeting Schedule: N/A



**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 and/or Division's Mission/Purpose/Goals?

1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.

2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.

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

N/A unsolicited direct grant to Social Services.

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

N/A unsolicited direct grant to Social Services.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

COVID-19 response.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

Yes. No additional staff needed at this time.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

N/A

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

N/A

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

N/A

**Collaboration**

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

Coordinate with EOC & County Counsel if any funds are to be used on contracting.

**Reporting Requirements**

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

An evaluation report on the project will be due March 26, 2021.

2. How will grant performance be evaluated? 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?

No requirements by funder other than evaluation report (above),

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

Full records of revenues and expenditures related to this grant must be made available upon the foundation's request.

**Fiscal**

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

Yes.

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

No.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. 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?

Covers general operating supporting, especially in relation to COVID-19. Doesn't specify restriction.

Program Approval:

Erika Silver

4/27/2020

approved via email

Name (Typed/Printed)

Date

Signature

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

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.\*\***

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Brenda Durbin	4/22/2020	approved via email
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Richard Swift		
Name (Typed/Printed)	Date	Signature

<b>FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)</b>		
Name (Typed/Printed)	Date	Signature

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

*(Required for all grant applications. If your grant is awarded, 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:**

<b>COUNTY ADMINISTRATOR</b>	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.**

May 7, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #6 of the Intergovernmental Agreement with  
Oregon Department of Education, Early Learning Division for Early Learning HUB

<b>Purpose/Outcome</b>	Clackamas County Children, Family & Community Connections Division functions as the Clackamas Early Learning HUB coordinating body that identifies early learning resources and services to children 0 to 6 and their families to help align resources in order to increase the number of children who arrive at kindergarten ready to learn, increase family stability, and increase coordination and efficacy of the Early Learning System.
<b>Dollar Amount and Fiscal Impact</b>	Adds \$1,080,790 for a maximum grant award of \$5,793,498.85 No County General Funds are involved.
<b>Funding Source</b>	State of Oregon, Department of Education Early Learning Division Intergovernmental Agreement #5803, Amendment 6
<b>Duration</b>	Effective date October 1, 2019 and terminates on September 30, 2021
<b>Previous Board Action/Review</b>	Approval of Amendment #5 on December 19, 2019.
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review and approval: April 21, 2020 County Risk Management review and approval April 29, 2020.
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	H3S7534

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement Amendment 6 with Oregon Department of Education, Early Learning Division for Early Learning HUB Coordination and services. The 2013 Legislature authorized the creation of 16 regional community-based Early Learning Hubs to make support available, accessible, and effective for children and families, particularly those from underserved communities. Hubs bring together the following sectors in order to improve outcomes for youth children and their families: Early Care and Education, Preschool Promise, Health, Human Services and Business.

This Amendment #6 adds \$1,080,790 for a maximum value of \$5,793,498.85, and extends the end date to September 30, 2021. It has been reviewed by County Counsel and Risk Management.

*Healthy Families. Strong Communities.*

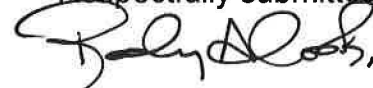
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

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

**RECOMMENDATION:**

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

Respectfully submitted,

 *Richard Swift, H3S Director / FOU*

Richard Swift, Director  
Health, Housing & Human Services

**Agreement Number 5803**

**Restatement of Agreement #5803 and Amendment #6 to  
Restated Agreement #5803**

This document is a restatement and amendment of Agreement Number 5803 (“Agreement”) between the State of Oregon, by and through its Department of Administrative Services, Procurement Services, acting on behalf of the Department of Education (“ODE”), Early Learning Division (“ELD”) and the Early Learning Council (“ELC”) and

**Clackamas County  
2051 Kaen Road  
Oregon City, OR 97045  
Telephone: 503-650-5678  
Facsimile: 503-650-5674  
E-mail address: [rodcoo@co.clackamas.or.us](mailto:rodcoo@co.clackamas.or.us)**

hereinafter referred to as “County,” each a “Party” and collectively “Parties.”

Work to be performed under this Agreement relates principally to the ODE

**Early Learning Division  
700 Summer Street NE #350  
Salem, Oregon 97301  
Agreement Administrator: Denise Swanson or delegate  
Telephone: 503-798-7120  
E-mail address: [Denise.Swanson@state.or.us](mailto:Denise.Swanson@state.or.us)**

The restated Agreement incorporates all prior amendments to this Agreement effective on or before January 31, 2020. This document also reflects the revisions made to this restated Agreement by this Amendment #6 to this restated Agreement. New language is indicated by **bold underlined font** and deleted language is indicated by ~~strikethrough font~~.

The changes made to the restated Agreement by this Amendment #6 are effective on February 1, 2020 (“Amendment Effective Date”) and shall apply to work performed on or after February 1, 2020.

**I. Restated Agreement**

**1. Effective Date and Duration.**

Upon signature by all applicable parties, this Agreement shall become effective on the later of: (i) January 1, 2016 or, (ii) when required, the date this Agreement is approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~January 31, 2020~~ **September 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

## 2. Agreement Documents.

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit C, Part 1: Subcontractor Insurance Requirements for Preschool Promise Providers
- (7) Exhibit C, Part 2: Hub Subcontractor Insurance Requirements
- (8) Exhibit D: Required Federal Terms and Conditions
- (9) Exhibit E, Part 1: Great Start Program Requirements
- (10) Exhibit E, Part 2: Family Support Services Program Requirements
- (11) Exhibit E, Part 3: Kindergarten Partnership and Innovation Program Requirements
- (12) Exhibit E, Part 4: School Readiness Program Requirements
- (13) Exhibit E, Part 5: Healthy, Stable and Attached Families Program Requirements
- (14) Exhibit E, Part 6: Preschool Promise Program Requirements
- (15) Exhibit E, Part 7: Focused Child Care Network Program Requirements
- (16) Exhibit E, Part 8: Early Care and Education Sector Planning
- (17) Attachment 1: Governance Structure
- (18) Attachment 2: Formalized Collaborative Relationships
- (19) Attachment 3: Outcomes, Metrics, Baselines, and Targets

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified herein.

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

For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

## 3. Consideration.

- a. The maximum, not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$4,712,708.85~~ **\$5,793,498.85**. ODE will not pay County any amount in excess of the not-to-exceed amount for completing

the Work, and will not pay for Work until this Agreement has been signed by all parties.

- b. ODE will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

- 4. **Vendor or Sub-Recipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, ODE's determination is that:

County is a sub-recipient;      OR       County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.556 (Family Support Services – Title IV-B2)

- 5. **ELD's Agreement Administrator for this Agreement is:**

- a. **Denise Swanson**  
**Early Learning Division**  
**700 Summer Street NE #350**  
**Salem, Oregon 97301**  
**Telephone: 503-798-7120**  
**E-mail address: denise.swanson@state.or.us**
- b. **ELD may change its Agreement Administrator by providing County with written notice.**

- II. Except as expressly amended, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties, and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

- III. **Certification.** The individual signing on behalf of County hereby:

- a. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) County is not subject to backup withholding because (i) County is exempt from backup withholding, (ii) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified County that County is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of County, s/he has authority and knowledge regarding County's payment of taxes, and to the best of her/his knowledge, County is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.657; and any local taxes administered by the Oregon Department of Revenue under



ORS 305.620; (c) County is an independent contractor as defined in ORS 670.600; and (d) the supplied County tax identification numbers are true and accurate;

- b.** Certifies that, to the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
  - c.** Certifies that County has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.
  - d.** Certifies that County and County’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.
- IV.** County is required to provide its Federal Employer Identification Number (FEIN). By County’s signature on this Agreement, County hereby certifies that the FEIN provided to ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN within 10 days.

[Section Left Blank]

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.**

**V. Signatures.**

**Clackamas County:**

**By:**

---

Authorized Signature

Title

Date

**State of Oregon, acting by and through its Department of Administrative Services,  
Procurement Services:**

**By: Kelly Mix**

---

Authorized Signature

Title: Deputy Chief Procurement Officer

Date

**State of Oregon, acting by and through its Department of Education:**

**By:**

---

Authorized Signature

Title:

Date

**Approved for Legal Sufficiency: By Jake Hogue via email, dated 1/14/2020.**

## EXHIBIT A

### Part 1 Statement of Work

#### 1. Equity Policy Statement.

The ELD supports all of Oregon's young children and families to learn and thrive. All of our work as a Division is in service to children, families, and communities.

We know that underserved communities represent Oregon's best opportunity to improve educational outcomes. Strength-based approaches and Asset-based mindsets will support our efforts to institutionalize equity. We recognize that in order for each and every child and family to learn and thrive, we have to provide differentiated, person-centered resources and support.

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

County and service providers must ensure that:

- a. ~~Your~~ **Its** entire organization works to build a climate that promotes acceptance, inclusion and respect of all individuals;
- b. ~~Your~~ **Its** staff understands the communities they serve, in a non-static manner, including the communities' culture, values, norms, history, customs, and particularly the types of discrimination, marginalization, and exclusion they face in this country. This knowledge must be applied in a responsive, non-limiting and non-stereotyping manner;
- c. ~~Your~~ **Its** staff interacts with service users in a way that demonstrates an understanding of cultural norms, values, everyday practices and routines, including food, greetings and family conventions;
- d. ~~Your~~ **Its** staff engages in continuous learning about their own biases, assumptions, and stereotypes that limit their ability to be culturally responsive, and to understand how these biases affect their work with service users and use this knowledge to engage service users at a higher level of inclusion and respect; and
- e. ~~Your~~ **Its** organization uses data to understand the service population and to determine service needs. Data must be used in the determination of target populations and the prioritization of services.

May 7, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #7 of the Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for Early Learning HUB

<b>Purpose/Outcome</b>	Clackamas County Children, Family & Community Connections Division functions as the Clackamas Early Learning HUB coordinating body that identifies early learning resources and services to children 0 to 6 and their families to help align resources in order to increase the number of children who arrive at kindergarten ready to learn, increase family stability, and increase coordination and efficacy of the Early Learning System. This amendment adds Preschool Promise Coordination funds.
<b>Dollar Amount and Fiscal Impact</b>	Adds \$10,280.75 for a maximum grant award of \$5,803,779.60 No County General Funds are involved.
<b>Funding Source</b>	State of Oregon, Department of Education Early Learning Division Intergovernmental Agreement #5803, Amendment 6
<b>Duration</b>	Effective date October 1, 2019 and terminates on September 30, 2021
<b>Previous Board Action/Review</b>	Approval of Amendment #6 on May 7, 2020.
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review and approval: April 21, 2020 County Risk Management review and approval April 29, 2020
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	H3S7534

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement Amendment 7 with Oregon Department of Education, Early Learning Division for Early Learning HUB Coordination and services. The 2013 Legislature authorized the creation of 16 regional community-based Early Learning Hubs to make support available, accessible, and effective for children and families, particularly those from underserved communities. Hubs bring together the following sectors in order to improve outcomes for youth children and their families: Early Care and Education, Preschool Promise, Health, Human Services and Business.

This Amendment #7 adds \$10,280.75 for a maximum value of \$5,803,779.60. It has been reviewed by County Counsel and Risk Management.

*Healthy Families. Strong Communities.*

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

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

**RECOMMENDATION:**

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

Respectfully submitted,

 Beryl A. Cook, H3S Deputy / FOM

Richard Swift, Director  
Health, Housing & Human Services

**Agreement Number 5803**

**Amendment #7 to  
Agreement #5803**

This is Amendment No. 7 to Agreement No. 5803 (“Agreement”) between the State of Oregon, by and through its Department of Administrative Services, Procurement Services, acting on behalf of the Department of Education (“ODE”), Early Learning Division (“ELD”) and the Early Learning Council (“ELC”) and

**Clackamas County  
2051 Kaen Road  
Oregon City, OR 97045  
Telephone: 503-650-5678  
Facsimile: 503-650-5674  
E-mail address: rodcoo@co.clackamas.or.us**

hereinafter referred to as “County,” each a “Party” and collectively “Parties.”

Work to be performed under this Agreement relates principally to the ODE

**Early Learning Division  
700 Summer Street NE #350  
Salem, Oregon 97301  
Agreement Administrator: Denise Swanson or delegate  
Telephone: 503-798-7120  
E-mail address: Denise.Swanson@state.or.us**

This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

**I. AMENDMENT**

The Agreement is amended as follows (deleted language is indicated by ~~strikethrough font~~; new language is indicated by **underlined and bold font**):

**AGREEMENT, Section 3**

**3. Consideration.**

- a. The maximum, not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$5,793,498.85~~ **\$5,803,779.60**. ODE will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

## **EXHIBIT A, Part 2, Payment and Financial Reporting**

See revised EXHIBIT A, Part 2, Payment and Financial Reporting, attached to this Amendment.

- II.** Except as expressly amended, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties, and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
- III. Certification.** The individual signing on behalf of County hereby:
- a.** Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) County is not subject to backup withholding because (i) County is exempt from backup withholding, (ii) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified County that County is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of County, s/he has authority and knowledge regarding County's payment of taxes, and to the best of her/his knowledge, County is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.657; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620; (c) County is an independent contractor as defined in ORS 670.600; and (d) the supplied County tax identification numbers are true and accurate;
  - b.** Certifies that, to the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
  - c.** Certifies that County has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.
  - d.** Certifies that County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.
- IV.** County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to

ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.**

**V. Signatures.**

**Clackamas County:**

**By:**

---

Authorized Signature

Title

Date

**State of Oregon, acting by and through its Department of Administrative Services,  
Procurement Services:**

**By: Cort Dokken**

---

Authorized Signature

Title: Procurement Manager

Date

**State of Oregon, acting by and through its Department of Education:**

**By:**

---

Authorized Signature

Title:

Date

**Approved for Legal Sufficiency: Not Required.**



## **EXHIBIT A**

### **Part 2 Payment and Financial Reporting**

#### **1. Payment Provisions**

- a.** As consideration of services provided by County during the period specified in Agreement Section 1. Effective Date and Duration, ODE will pay, in accordance with the payment provisions of this Agreement, an amount not to exceed the amount specified in Section 3.a Consideration of this Agreement, to be paid as follows:

- (1)** Beginning January 1, 2016 through June 30, 2017:  
\$27,438.68 per month for Hub Coordination
- (2)** Beginning June 01, 2017 through June 30, 2017:  
\$36,615.28 lump sum for Hub Coordination in addition to the amounts identified in this Exhibit A, Part 2.1.a.1

- (3)** Beginning July 1, 2017 through September 30, 2017:  
\$26,498.50 per month for Hub Coordination

Beginning October 1, 2017 through June 30, 2019:  
\$25,606.38 per month for Hub Coordination

Beginning July 1, 2019 through September 30, 2019:  
\$25,363.00 per month for Hub Coordination. Any unspent funds for this time period may be expended from February 1, 2020 through June 30, 2021 with ELD's prior written approval.

Beginning October 1, 2019 through June 30, 2021:  
\$25,363.00 per month for Hub Coordination

Beginning July 1, 2021 through September 30, 2021:  
\$25,363.00 per month for Hub Coordination

- (4)** Beginning July 1, 2016 through June 30, 2017:  
\$1,249.33 per month for Preschool Promise Coordination

Beginning July 1, 2017 through September 30, 2017:  
\$1,547.25 per month for Preschool Promise Coordination

Beginning October 1, 2017 through June 30, 2018:  
\$1,836.03 per month for Preschool Promise Coordination

Beginning July 1, 2018 through June 30, 2019:



**DAN JOHNSON**  
DIRECTOR

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

May 7, 2020

Board of Commissioners  
Clackamas County

Members of the Board:

Approval to apply for a BUILD Discretionary Transportation Grant  
to replace the bridge across the Bull Run River

<b>Purpose/ Outcomes</b>	Approval to apply for a BUILD Discretionary Transportation Grant to replace the bridge across the Bull Run River on Bull Run Road.
<b>Dollar Amount and Fiscal Impact</b>	\$8.9 million in grant funds will be requested. Matching funds in the amount of \$2.25 million (20%) will be provided from Road Use Funds.
<b>Funding Source</b>	Federal Highway Administration and Clackamas County Road Use Funds. Weyerhaeuser will contribute \$10,000. No county general funds will be involved.
<b>Duration</b>	Grant award would occur no later than December 2020. Project would begin in 2020 and be complete no later than September 2025.
<b>Previous Board Action</b>	The Board previous approved a similar grant application for funding from the same federal program last year in a Business Session on July 11, 2019.
<b>Strategic Plan Alignment</b>	1. This project supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience roads in good condition" 2. This item aligns with "Build a Strong Infrastructure" by requesting grant funds to replace a bridge located in the rural area.
<b>Counsel Review</b>	This items does not require Counsel Review. Finance has reviewed the lifecycle form.
<b>Procurement Review</b>	1. Was this item processed through Procurement? <b>NO</b> 2. If no, provide brief explanation: <b>item is a grant</b>
<b>Contact Person</b>	Stephen Williams, Principal Transportation Planner - 742-4696

**BACKGROUND:**

Since 2009, the US Department of Transportation, has annually offered discretionary grants for vital transportation improvements, previously known as TIGER Grants, but now known as the BUILD Grant program. The emphasis for the program is on smaller grants (less than \$25 million) for transportation infrastructure with emphasis on rural areas. Full replacement of the bridge over the Bull Run River on Bull Run Road is a strong candidate for BUILD funding. The bridge is over 127 years old and has a sufficiency rating of 25 (out of 100). This bridge is the only connection to Bull Run area of northeast Clackamas County with a population of 360 for emergency response and access to services in Sandy. It is also a critical connection for the Portland Water Bureau to access the Bull Run Reservoir, which is the primary water source for over 1,000,000 people in the Portland area and is very important to the timber industry. Applications are due on May 18, 2020.

**RECOMMENDATION:**

Staff respectfully recommends approval to apply for the BUILD grant in the amount of \$8.8 million and submit the attached Letter of Support.

Respectfully submitted,

*Steve Williams*

Stephen Williams- Principal Transportation Planner

# 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:  Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No  
**If renewal, complete sections 1, 2, & 4 only**

Name of Funding Opportunity: \_\_\_\_\_  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): \_\_\_\_\_  
Requestor Contact Information: \_\_\_\_\_  
Department Fiscal Representative: \_\_\_\_\_  
Program Name or Number (please specify): \_\_\_\_\_  
Brief Description of Project:

Name of Funding (Granting) Agency: \_\_\_\_\_

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

**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	Other	Funding Agency Award Notification Date: _____
CFDA(s), if applicable: _____			Announcement/Opportunity #: _____
Announcement Date: _____			Max Award Value: _____
Grant Category/Title: _____			Match Requirement: _____
Allows Indirect/Rate: _____			Other Deadlines: _____
Application Deadline: _____			Other Deadline Description: _____
Grant Start Date: _____			<div style="border: 1px solid black; height: 20px;"></div>
Grant End Date: _____			Program Income Requirement: _____
Completed By: _____			
Pre-Application Meeting Schedule: _____			

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

**Mission/Purpose:**

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

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

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

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

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

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

**Collaboration**

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

**Reporting Requirements**

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

2. How will grant performance be evaluated? 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?

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

**Fiscal**

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

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

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?


4. 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?

Program Approval:

Name (Typed/Printed)	Date	Signature
<b>** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **</b>		
<b>**ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.**</b>		

**Section IV: Approvals**

DIVISION DIRECTOR (or designee, if applicable)		
		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR or ELECTED OFFICIAL (or designee, if applicable)		
		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

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

*(Required for all grant applications. If your grant is awarded, 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.**

May 7, 2020

Office of Infrastructure Finance and Innovation  
Office of the Secretary of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

**Re: 2019 BUILD Application for Replacement of the Bull Run Bridge in Clackamas County, Oregon**

Dear BUILD Application Review Committee:

The Clackamas County Board of County Commissioners wishes to express their strong support for the 2020 BUILD Transportation Discretionary Grant to replace the Bull Run Bridge in Clackamas County, Oregon. At our May 7, 2020 Business Meeting, the Board of County Commissioners approved the BUILD grant application submission. Through this approval we also authorized the use of county road funds to provide the required \$2.2 million match. We are pleased to note that the project is a Public Private Partnership project which includes a contribution of \$10,000 by Weyerhaeuser Corporation in support of the project.

The 127 year old Bull Run Bridge is a vital facility for the residents of the Bull Run watershed, the economy of Clackamas County and the Portland region that may need to be closed to traffic in the next 5 to 10 years due to structural deterioration and must be replaced as soon as possible. Residents of this area of Clackamas County experience an enviable quality of life in a rural upland location with access to Sandy, Oregon, a very attractive community, just 10 to 15 minutes away. But, if the Bull Run Bridge is not replaced and is taken out of service, the quality of life of local residents will be seriously impacted. Closure of the bridge will add at least 1½ hours to each round trip to Sandy, Oregon by area residents to access all types of places of work, businesses, services, schools and medical facilities. The longer trip required to meet all of life's needs would not only cost time, but also money. At the current price of gas in Clackamas County (\$2.89), each family would experience an increase in their annual fuel costs of over \$5,100.

The Bull Run Bridge is also the only route available for use by logging trucks and equipment into the Bull Run watershed. The timber industry is one of the most important employers in the area, but if the Bull Run Bridge is closed, access to the area for timber harvest will be lost resulting in the loss of many jobs in the area.

Further, the Bull Run Bridge is also the main access route for the Bull Run River Reservoirs #1 and #2, the water source for Portland and the surrounding cities, and if the bridge is closed, it would impede maintenance and operations at the reservoirs.

The Bull Run Bridge is vital to the health, safety and welfare of residents of the upland area of Clackamas County and the Portland area. Replacement of the bridge is the only way to avoid closure of this important access route, possible within the next 5 to 10 years. We urge that the Bull Run Bridge replacement project be selected for funding through the US DOT BUILD program.

Thank you for your time and consideration of this project proposal.

Sincerely

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

Jim Bernard, Chair  
On Behalf of the Clackamas County Board of Commissioners





**DAN JOHNSON**  
DIRECTOR

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

May 7, 2020

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval to Partner with Molalla River Watch in Applying for an Oregon  
Watershed Enhancement Board Grant for the Replacement of the  
Woodcock Creek (Grimm Rd) Bridge #06267**

<b>Purpose/ Outcomes</b>	Approval to partner on an application for an Oregon Watershed Enhancement Board Restoration Grant, approval of the grant lifecycle form, and sign the attached grant support letter.
<b>Dollar Amount and Fiscal Impact</b>	Total estimated construction cost: \$660,000
<b>Funding Source</b>	OWEB Grant: \$330,000 Road Fund Match: \$330,000
<b>Duration</b>	It is expected the grant duration will end October of 2022.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. The grant will fund part of the construction to replace an existing bridge that will safely and efficiently connect with goods, services, employment and people.</li> <li>2. The grant will allow for securing adequate funding to replace the existing bridge on Grimm Road over Woodcock Creek.</li> </ol>
<b>Counsel Review</b>	This items does not require Counsel Review. Finance has reviewed the lifecycle form.
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this item processed through Procurement? <b>NO</b></li> <li>2. If no, provide brief explanation: <b>item is a grant</b></li> </ol>
<b>Contact Person</b>	Devin Patterson, Project Manager 503-742-4666

**BACKGROUND:**

Inspections of the existing Grimm Road Bridge over Woodcock Creek have indicated significant scour and undermining of the existing four-sided box bridge. The bridge is located approximately 1200 feet south of the intersection of Grimm Road and Munson Road in southern Clackamas County. The existing bridge is approximately 50-years old and 28 feet long by 30 feet wide, and is a complete barrier to passage of endangered species throughout much of the year. After discussions with regulatory agency personnel from the U.S. Army Corps of Engineers, Oregon Department of Fish and Wildlife, and National Marine Fisheries Service, Department of Transportation and Development (DTD) staff have selected the construction of a modular bridge as the most appropriate and cost-effective alternative for the replacement. The estimated construction cost of the project is \$660,000.

The Oregon Watershed Enhancement Board (OWEB) has a restoration grant funding opportunity and the funding priorities include the removal or remediation of structures such as roads, culverts, and channels to improve water quality and/or fish habitat of which this project fits appropriately. The OWEB grant requires the application to come from the local watershed council and Molalla River Watch (MRW) is the local council. The project fits MRW's priorities and MRW is willing to submit the application in partnership with the County. The grant requires a minimum 25 percent match, however, MRW and DTD staff believe the grant application will be more competitive with a 50 percent match. Therefore, DTD staff are proposing a funding request of \$330,000 with a similar County Road Fund match.

**RECOMMENDATION:**

Staff respectfully requests approval to partner with Molalla River Watch in applying for an Oregon Watershed Enhancement Board grant, approval of the grant lifecycle form, and the Board of County Commissioner's Chair signature on the attached letter of support.

Respectfully submitted,

*Devin Patterson*

Devin Patterson, Project Manager  
Department of Transportation and Development

Attachments: Grant lifecycle form  
BCC Letter of Support

# 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:  Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No

Name of Funding Opportunity: OWEB In-Stream Habitat Restoration Grant  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Devin Patterson  
Requestor Contact Information: [devinpat@clackamas.us](mailto:devinpat@clackamas.us) (503-742-4666)  
Department Fiscal Representative: Diedre Landon  
Program Name or Number (please specify): Transportation Engineering & Construction  
Brief Description of Project: Replacement of a 10-foot box culvert with an open-bottom modular bridge

The Department of Transportation and Development intends to assist the Molalla River Watch in applying for an Oregon Watershed Enhancement Board (OWEB) grant to replace the Woodcock Creek (Grimm Rd) Bridge #06267. The four-sided box bridge is located approximately 1200 feet south of the intersection of Grimm Road and Munson Road in southern Clackamas County. The existing bridge is approximately 50-years old and 28 feet long by 30.20 feet wide. The wing walls at the upstream ends are experiencing significant scour and undermined. The Woodcock Creek channel at the bridge is constricted due to the a large amount of sediment aggradation and the channel at the bridge is not passable to aquatic species throughout most of the year. Based on discussions with the U.S. Army Corps of Engineers, National Marine Fisheries Service, and Oregon Department of Fish and Wildlife, replacing the existing structure with a new structure designed to meet State and Federal fish-passage requirements is the most reasonable and permissible option.

Name of Funding (Granting) Agency: Oregon Watershed Enhancement Board (OWEB)

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

<https://www.oregon.gov/oweb/grants/Pages/restoration.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: \_\_\_\_\_  
CFDA(s), if applicable: \_\_\_\_\_  
Announcement Date: \_\_\_\_\_ Announcement/Opportunity #: \_\_\_\_\_  
Grant Category/Title: OWEB Restoration Max Award Value: \$330,000 (Total project estimate = \$660,000)  
Allows Indirect/Rate: Yes Match Requirement: 25% (50% is proposed)  
Application Deadline: 05/11/2020 Other Deadlines: \_\_\_\_\_  
Grant Start Date: 01/01/2021 Other Deadline Description: \_\_\_\_\_  
Grant End Date: 10/01/2022  
Completed By: \_\_\_\_\_  
Pre-Application Meeting Schedule: \_\_\_\_\_ n/a

## 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?

The County's Strategic Plan includes "Build a Strong Infrastructure". DTD's Mission statement includes "to provide transportation maintenance and construction services... to residents, property owners, businesses and the traveling public so they and future generations can experience and invest in a safe, well-designed and livable community".

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

The purpose of the Transportation Engineering & Construction Line of Businesses is to provide design, construction and project management services to users of the transportation system so they can experience well-managed projects and connect with goods, services and people, now and in the future.

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

The County is best suited to perform this work, as the project will upgrade a County asset. Molalla River Watch is a partner in this grant application, but they do not have the expertise to manage this type of work.

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

The objective(s) of the grant are to help protect and restore healthy watersheds and natural habitats that support thriving communities and strong economies. Replacing the existing four-sided box bridge will allow restoration of the stream channel to a natural condition.

**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?**

The grant will not fund an existing program; but the grant from the Oregon Watershed Enhancement Board will fund an existing Capital Improvement Project.

**Organizational Capacity:**

**1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?**

*If no, can staff be hired within the grant timeframe?*

Yes, DTD has adequate and qualified staff. Staff requirements include qualified and experienced Project Manager's, Inspectors, Right-of-Way staff and management who have previously managed the design and construction of bridges.

**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?**

Yes, partnership efforts are required. Our intent is to partner with Molalla River Watch as well as the Oregon Dept. of Fish and Wildlife (ODFW). The official grant Applicant will be Molalla River Watch (Asako Yamamuro), the local watershed council, which is required by the granting agency. Molalla River Watch, Inc. is a 501(c)(3) nonprofit organization created in 1992 by a group of local concerned citizens for the purpose of protecting, preserving and restoring the flora, fauna and water quality of the Molalla River and its tributaries. The Lower Molalla River and Milk Creek Watershed Assessment, funded by Molalla River Watch and the Willamette Basin Conservation and Recovery Plan (ODFW, NOAA 2011) identified habitat degradation and fish passage barriers in the Molalla Watershed as key limiting factors for anadromous fish population recovery.

**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.)?**

This is not a pilot project.

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

This is not a new program.

**Collaboration**

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

This would be a DTD project. Engagement of other departments is not anticipated.

**Reporting Requirements**

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

The reporting requirements are expected to include annual or quarterly Progress Reports, a Project Completion Report, and a Post-Implementation Status Report.

**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?**

Performance would be evaluated within the Transportation Engineering & Construction Line of Businesses performance measures.

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

It is likely an annual project status report will be required until project completion.

**Fiscal**

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

Yes, the OWEB grant will pay up to 50% of the total project cost of approximately \$606,000.

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

County Road fund would expect to pay the remaining portion of the grant.

--

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

Yes, a 25% minimum match is required. County Road fund will pay for the match in addition to in-kind services provided by the Oregon Department of Fish & Wildlife and Molalla River Watch. To be competitive with other grant applications, a 50% match is proposed. The total project cost is estimated at \$606,000 requiring a match of approximately \$303,000 from the County Road Fund.

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

County Road fund is a continuous source of funding.


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?


Yes, the grant covers DTD's audited indirect costs.

Program Approval:

Joel Howie	04/06/2020	Signature
Name (Typed/Printed)	Date	Signature
<b>** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **</b>		

**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Mike Bezner	04/13/2020	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Dan Johnson	04/13/2020	
Name (Typed/Printed)	Date	Signature

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

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

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

COUNTY ADMINISTRATOR	Approved: <input 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.



**DAN JOHNSON**  
DIRECTOR

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

May 7, 2020

Oregon Watershed Enhancement Board  
775 Summer Street NE, Suite 360  
Salem, Oregon 97301-1290

**RE: Support of the OWEB Restoration Grant Application for Woodcock Creek at Grimm Road Fish Passage Improvement Project Submitted by the Molalla River Watch (MRW)**

To whom it may concern:

This letter is in strong support of MRW's grant proposal to improve fish passage through an undersized four-sided box bridge on Woodcock Creek at Grimm Road. On behalf of Clackamas County and as a partner with long-term interest in the restoration and protection of our local natural resources, the County lends our support and interest in working with the MRW on this project.

This project will develop a long-term solution related to a fish-passage barrier on Woodcock Creek and would provide approximately 11 additional miles of upstream habitat to aquatic species. The existing County-maintained box bridge is undersized for purposes of water conveyance and has a concrete bottom which is perched approximately sixteen inches on the outfall, making it a barrier to most or all aquatic species including ESA-listed Coho, Chinook and Winter Steelhead.

Clackamas County has a long-term, invested interest in the restoration and protection of our local natural resources, and we continue our commitment to the enhancement and recovery of ESA-listed species County-wide, including those within the Molalla River Basin. Therefore, we encourage OWEB and its reviewers to favorably consider the grant application for this project proposed for Woodcock Creek at Grimm Road.

Sincerely,

Jim Bernard  
Chair, Board of County Commissioners

DRAFT

Approval of Previous Business Meeting Minutes:

April 2, 2020

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, April 2, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

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

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **\*\*\*COVID-19 Update**

Nancy Bush gave a brief update regarding COVID-19.

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [ClackCoNews@clackamas.us](mailto:ClackCoNews@clackamas.us).
- Be sure to include your name and area when you email.

## **I. CONSENT AGENDA**

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

### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Schrader: Second.  
the Clerk called the roll  
Commissioner Humberston: Aye.  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval of Amendment #2 to the Intergovernmental Agreement #HD-ICA-E-690-2018 with Multnomah County for the Human Immunodeficiency Virus (HIV) Early Intervention and Outreach (EIO) project – *Public Health*
2. Approval if Contract Amendment #1 with Bateman Community Living to provide Frozen Meals for the Home Delivered Meal Services for Older Adult Community Nutrition Programs– *Social Services*
3. Approval of a Grant Agreement with Northwest Housing Alternatives for Emergency Shelter Services – *Social Services*
4. Approval of Grant Agreement with Clackamas Women's Services for Emergency Shelter Services – *Social Services*



5. Approval of a Person Services Agreement with Folk Time for Peer Support Services - *Procurement*
6. Approval of a Professional Services Agreement with Kittelson & Associates, Inc. to develop Last Mile Shuttle Plans for the Oregon City Shuttle, Clackamas Industrial Shuttle, West Linn/OC/Tualatin Commuter Shuttle, and the Milwaukie Industrial Shuttle - *Procurement*
7. Approval of a Personal Services Agreement with Regional Toxicology Services, LLC dba Cordan Health Solutions, for Health Centers Drug Testing Services - *Procurement*

**B. Department of Transportation & Development**

1. **Resolution No. 2020-26** Declaring a Public Necessity and Purpose of Acquisition of Rights-of-Ways and Easements for the Dryland Road Guardrail Project and Authorizing Good Faith Negotiations and Condemnation Actions
2. **Resolution No. 2020-27** Declaring a Public Necessity and Purpose of Acquisition of Rights-of-Ways, Easements, and Fee Property for the Fuller Road Station Project and Authorizing Good Faith Negotiations and Condemnation Actions

**C. Elected Officials**

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

**II. WATER ENVIRONMENT SERVICES**

1. Amendment No. 1 to the Agreement between Water Environment Services and CH2M Hill Engineers, Inc., for Engineering Services for the Tri-City Water Resource Recovery Facility Willamette River Outfall – *Procurement*

Public & Government Affairs staff, Dylan Blaylock will moderate this portion.

**III. CITIZEN COMMUNICATION**

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

1. Cynthia Johnson, Lake Oswego – via phone – asked about rent assistance.
2. Mark Burnum, AMR – via Zoom - wanted to thank the BCC for their leadership.
3. Mark Shull, Sandy – via email – candidate for Commissioner position 4.
4. Sally Miller, Park Place neighborhood – via email – speed on Holcomb Blvd.
5. Michael Wu, Lake Oswego – via email – support of Clackamas Women Services.

**IV. COUNTY ADMINISTRATOR UPDATE**

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

**V. COMMISSIONERS COMMUNICATION**

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

## MEETING ADJOURNED 11:15 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. <https://www.clackamas.us/meetings/bcc/business>**



**JUVENILE DEPARTMENT**  
**JUVENILE INTAKE AND ASSESSMENT CENTER**  
2121 KAEN ROAD | OREGON CITY, OR 97045

May 7, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement No. DCJ-IGA-R-10721-2019 (Formerly  
Contract Number 0607133 Amendment #10)  
Between Multnomah and Clackamas Counties**

<b>Purpose/Outcomes</b>	This is Amendment No 10 to an Intergovernmental Agreement (IGA) with Multnomah County to purchase 13 secure custody detention beds at Donald E. Long Detention Facility for 2020-2021 and 2021-2022. The bed day rate increased for 2020-2021 to \$327.18 from \$318.27, and will increase in 2021-2022 to \$336.34 from \$327.18 based on the four year phase in cost of 3% per year inflation.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value for 2020-2021 is \$1,552,469.10. The maximum contract value for 2021-2022 is \$1,595,933.30.
<b>Funding Source</b>	General Fund, JCP Basic and Diversion, CCSO
<b>Duration</b>	Effective July 1, 2020 through June 30, 2022
<b>Previous Board Action</b>	June 20, 2019 Agenda Item E.1; June 7, 2018 Agenda Item F.3; June 8, 2017 Agenda Item F.2; April 28, 2016 Agenda Item E.1; March 26, 2015 Agenda Item E.1; June 26, 2014 Agenda Item E.1; June 20, 2013 Agenda Item D.1; September 8, 2011 Agenda Item F.1; October 7, 2010 Agenda Item D.1; June 21, 2007 Agenda Item E.1;
<b>Strategic Plan Alignment</b>	1. Provide assessment and detention services to youth so they can receive the appropriate level of monitoring and services that provides for community safety. 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	4/21/2020
<b>Contact Person</b>	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169
<b>Contract No.</b>	DCJ-IGA-R-10721-2019

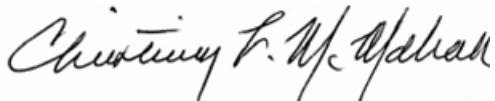
**BACKGROUND:**

Attached is Amendment No. 10 to IGA No 0607133. This IGA has been renamed to Contract Number DCJ-IGA-R-10721-2019. This IGA is to purchase 13 secure custody detention beds from Multnomah County in 2020-2021, and 13 secure custody detention beds from Multnomah County in 2021-2022. Since 1981, Clackamas County has contracted with Multnomah County for access to secure custody for juveniles awaiting process in the juvenile court system.

**RECOMMENDATION:**

Staff recommends the Board approval to apply for the renewal of the Intergovernmental Agreement Number DCJ-IGA-R-10721-2019.

Respectfully submitted,

A handwritten signature in cursive script, reading "Christina L. McMahan".

Christina L. McMahan, Director  
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at 503-655-8788

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

Contract Number DCJ-IGA-R-10721-2019  
(Formerly Contract Number 0607133 Amendment #10)

This is an amendment to Multnomah County's Contract referenced above effective **July 1, 2020**, between Multnomah County, Oregon, hereinafter referred to as County, and **Clackamas County**, hereinafter referred to as Contractor.

The parties agree:

- I. The following changes are made to Agreement No. 0607133:

**(Note:** Wording with ~~strike through~~ is being deleted; wording in ***bold italics*** is being added.)

- A. Amend Section V(A), AGREEMENT TERM AND TERMINATION, to read as follows:

A. The term of this Agreement shall be from July 1, 2007 through June 30, ~~2020~~ ***2022***, with an option to renew for an additional two (2) years applying an annual increase based on the CPI-W calculated on the second half of the preceding fiscal year unless modified or terminated according to the terms of this Agreement.

- B. Amend Section III(C), Compensation Rates and Mode of Payment, §2., to read as follows:

2. Based upon the four (4) year phase-in cost and the 3% per year inflation, Clackamas and Multnomah agree that the bed day rates per year for *thirteen beds (13)* will not exceed the amounts listed below for each year of this Agreement. However, should the Actual Operating Cost per bed day be less than the phase-in cost projected below, Multnomah will charge Clackamas the lower Actual Operating Cost as calculated by Multnomah. Clackamas will pay the full cost of all *thirteen beds (13)* in each year regardless of whether or not they are utilized.

<u>Fiscal Year</u>	<u>Bed Day Rate</u>	<u>Annual Cost of Beds</u>
2007-2008	\$196.18	\$1,005,226.32
2008-2009	\$225.61	\$1,152,867.10
2009-2010	\$259.45	\$1,325,789.50
2010-2011	\$277.15	\$1,416,236.50
2010-2011 (four additional beds)	\$125.00	\$136,500.00
2011-2012	\$282.69	\$1,448,503.56
2012-2013	\$282.69	\$1,444,545.90
2013-2014	\$282.69	\$1,444,545.90
2014-2015	\$288.06	\$1,787,412.30 (17 beds)
2015-2016	\$288.06	\$1,792,309.32
2016-2017	\$288.92	\$1,792,748.60

2017-2018	\$300.00	\$1,861,500.00 (17 beds)
2018-2019	\$309.00	\$1,691,775.00 (15 beds)
2019-2020	\$318.27	\$1,514,328.66 (13 beds)
<b>2020-2021</b>	<b>\$327.18</b>	<b>\$1,552,469.10</b>
<b>2021-2022</b>	<b>\$336.34</b>	<b>\$1,595,933.30</b>

II. All other terms and conditions of the contract shall remain the same.

**MULTNOMAH COUNTY, OREGON:**

County Chair or Designee: \_\_\_\_\_

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

Dept Director or Designee: \_\_\_\_\_

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

**REVIEWED:**

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney **Not Required** \_\_\_\_\_

Date: **Not Required** \_\_\_\_\_

**CLACKAMAS COUNTY, OREGON:**

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

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

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

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

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

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

May 7, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order in the Matter of an Extension of the Cable Television Franchise with  
Beaver Creek Cooperative Telephone Company

<b>Purpose/Outcome</b>	Extend current cable television franchise to allow time for evaluation and negotiations.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Effective May 7, 2020 through May 7, 2021
<b>Previous Board Action/Review</b>	The original franchise agreement was approved by the BCC in March 2008 and extended in March 2018 and March 2019 for one year periods.
<b>Strategic Plan Alignment</b>	Building public trust through good government.
<b>Counsel Review</b>	County Counsel has reviewed and approved
<b>Contact Person</b>	Sue Hildick, Public & Government Affairs, 503-742-5900

**BACKGROUND:**

The Beaver Creek Cooperative Telephone Company (Beaver Creek) Cable Franchise Permit Agreement expired on March 20, 2020, but the contract has continued under the same terms and conditions pursuant to applicable law unless and until the county issues a termination of franchise notice. Beaver Creek is serving over 900 subscribers in the unincorporated area of Clackamas County. The County is currently negotiating a renewal of the cable franchise with Beaver Creek.

This extension, if granted, would not affect either party's rights in the renewal process and includes a provision to preserve the County's right to retroactive PEG funding negotiated in the renewal. The County will evaluate Beaver Creek's legal, technical and financial qualifications to operate the cable system, as well as the community's needs, in its determination of whether to renew the franchise and on what terms and conditions.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the extension of the franchise permit agreement to assure that the terms of the current franchise agreement continue to be met through May 7, 2021.

Respectfully submitted,

Sue Hildick, Director  
Public and Government Affairs

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

In the Matter of Approving an Extension  
of the Cable Television Franchise with  
Beaver Creek Cooperative Telephone  
Company



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

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on May 7, 2020 to consider approving an extension of the cable television franchise with Beaver Creek Cooperative Telephone Company.

**WHEREAS**, Beaver Creek Cooperative Telephone Company holds a cable television franchise with Clackamas County, which expired on March 20, 2020, but the respective contract has continued under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice; and

**WHEREAS**, County staff and representatives of Beaver Creek Cooperative Telephone Company began discussions in the winter of 2019 to evaluate and negotiate terms regarding the renewal of the applicable franchise; and

**WHEREAS**, the amount of time required to conclude negotiations and allow for public review of a new franchise agreement extended beyond the current expiration date; and

**WHEREAS**, it is in the public interest to extend the current franchise for an additional period of time to accommodate the renewal process and avoid a potentially unnecessary disruption of service to affected residents

**NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby order that** the franchise granted to Beaver Creek Cooperative Telephone Company shall be extended until and including May 7, 2021, and that all rights and obligations provided the parties under the franchise agreement shall remain in full force and effect during that period, including the rights of the parties under the Cable Communications Policy Act of 1992 and the Telecommunications Act of 1996. Neither Beaver Creek Cooperative Telephone Company nor the County shall assert any claim, denial or defense based upon the original expiration date of the Franchise Agreement, excepting therefrom that the County may assert in negotiations that any increase in PEG funding included in the new franchise agreement shall include the time period covered by this extension. This extension of the franchise is explicitly conditioned upon written acceptance thereof by the Franchisee.

**DATED** this 7<sup>th</sup> day of May, 2020

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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



May 7, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Multnomah County, for Use of Videography Services of Clackamas County On-Call Videographers

<b>Purpose/Outcome</b>	This agreement allows Clackamas County to facilitate the videography services of its on-call contracts with videographers to perform services for the benefit of Multnomah County.
<b>Dollar Amount and Fiscal Impact</b>	Multnomah County agrees to pay Clackamas the amounts charged by the videographers for services performed under the contract and task orders.
<b>Funding Source</b>	N/A
<b>Duration</b>	Effective March 26, 2020 and terminates on December 31, 2020.
<b>Previous Board Action/Review</b>	N/A
<b>Strategic Plan Alignment</b>	Building public trust through good government.
<b>Counsel Review</b>	April 28, 2020
<b>Contact Person</b>	Sue Hildick, Public & Government Affairs, 503-742-5900

**BACKGROUND:**

Clackamas County has on-call contracts with videographers that allow Clackamas County to submit a task order to the videographer. The videographer will then perform the work as specified in the task order consistent with the contract. Clackamas County has capacity in these contracts that it is willing to allow Multnomah County to utilize to meet their current need for videographer services related to COVID-19 in some capacity. Multnomah County will pay Clackamas County for the use of the services of the videographers that they have under contract.

The Agreement is effective March 26, 2020 and continues through December 31, 2021. This agreement is retroactive due to the time-sensitive video needs of Multnomah County during the Pandemic.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the IGA to allow Clackamas County to facilitate the videography services of its on-call contracts with videographers to perform services for the benefit of Multnomah County.

Respectfully submitted,

Sue Hildick, Director  
Public and Government Affairs



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY AND MULTNOMAH COUNTY**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("Clackamas"), a political subdivision of the State of Oregon, and Multnomah County ("Multnomah"), a political subdivision of the State of Oregon, an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Clackamas County has on-call contracts with videographers that allow Clackamas County to submit a task order to the videographer. The videographer will then perform the work as specified in the task order consistent with the contract. Clackamas County has capacity in these contracts that it is willing to allow Multnomah County to utilize to meet their current needs for videographer services. Multnomah County will pay Clackamas County for the use of the services of the videographers that they have under contract according to the terms below.

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

**TERMS**

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2020, whichever is sooner.
2. **Scope of Work.** Clackamas County agrees to issue task orders to videographers under contract to perform services for the benefit of Multnomah County consistent with the existing contracts. The issuance of these task orders will herein be referred to as ("Work").
3. **Consideration.** Multnomah agrees to pay Clackamas, the amounts charged by the videographers for the services performed under the contracts and task orders from available and authorized funds, a sum not to exceed \$75,000 for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, Clackamas County shall submit monthly invoices for Work performed and shall include the total amount billed to date by the videographers prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Clackamas County following Multnomah County's review and approval of invoices submitted by Clackamas County. Clackamas County shall not submit invoices for, and Multnomah County will not pay, any amount in excess of the maximum compensation amount set forth above. Multnomah County will pay in accordance with the rates listed on **Exhibit A: Producer Pay Rates**, attached to this Agreement.
5. **Representations and Warranties.**
  - A. *Clackamas County Representations and Warranties:* Clackamas County represents and warrants to Multnomah County that Clackamas County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Clackamas County enforceable in accordance with its terms.
  - B. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
  - A. Either Clackamas County or Multnomah County may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
  - B. Either Clackamas County or Multnomah County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to

terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. Clackamas County or Multnomah County shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
  - D. Multnomah County may terminate this Agreement in the event Multnomah County fails to receive expenditure authority sufficient to allow Multnomah County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or Multnomah County is prohibited from paying for such work from the planned funding source.
  - E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
7. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Multnomah County agrees to indemnify, save harmless and defend Clackamas County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Multnomah County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Multnomah County has a right to control.
8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
- A. Kellie Lute or her designee will act as liaison for the Clackamas.

**Contact Information:**

Kellie Lute  
Administrative Services Manager  
Department of Public and Government Affairs  
2051 Kaen Rd.  
Oregon City, OR 97045  
(503) 742-  
[klute@clackamas.us](mailto:klute@clackamas.us)

Jessica Morkert-Shibley or their designee will act as liaison for Multnomah County.

**Contact Information:**

Jessica Morkert-Shibley

Public Affairs Coordinator  
Communications Office  
501 SE Hawthorne Boulevard, ste 600  
Portland, OR 97214  
[jessica.morkert-shibley@multco.us](mailto:jessica.morkert-shibley@multco.us)

## 10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between Clackamas County and Multnomah County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by Clackamas County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Multnomah County, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Multnomah County shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Multnomah County shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Multnomah County shall permit the Clackamas's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the party requesting the work to be performed. The requesting party shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement.
- F. **Hazard Communication.** Multnomah County shall notify Clackamas County prior to using products containing hazardous chemicals to which Clackamas County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Multnomah (40 CFR Part 302), and any amendments thereto. Upon Clackamas County's request, Multnomah County shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Multnomah County and Clackamas County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Multnomah County shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from Clackamas County, which shall be granted or denied in Clackamas County's sole discretion. Clackamas County's consent to any subcontract shall not relieve Multnomah County any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (S), and (T) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. **Force Majeure.** Neither Multnomah County nor Clackamas County shall be held responsible for delay or default caused by events outside of Multnomah County or Clackamas County's reasonable

control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, the parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

- S. **Confidentiality.** Multnomah County acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Multnomah County or its employees or agents in the performance of this Agreement shall be deemed confidential information of Clackamas County ("Confidential Information"). Multnomah County agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Multnomah County uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- T. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

**Clackamas County**

**Multnomah County**

\_\_\_\_\_  
Chair, Board of Clackamas Commissioners

DocuSigned by:  
*Emilie Schulhoff for Deborah Kafoury*  
8474F2A46BFE4A5...

\_\_\_\_\_  
Date

4/22/2020  
\_\_\_\_\_  
Date

## Producer Pay Rates

### **\$28.00/hr Training**

Receiving training from staff.

### **\$32.00/hr Producer**

Script and project development. Operating camera/ audio equipment, interviewing, technical services, post-production, and training as an instructor.

### **\$40.00/hr Lead Producer**

Same duties as Producer but managing a crew of 3 or more.

### **\$40.00/hr Hosting Talent**

Hosting live or recorded production.

### **\$40.00/hr Voiceover Talent**

Providing professional voiceover for an edited production.

### **\$40.00/hr DSB Auditorium Director**

Operating switcher in the Development Services Building auditorium and recording meetings for future playback.

### **\$125.00 / First two hours\***

#### **BCC Hearing Room Audio Technician**

Operating audio mixer during live meetings in the Board of County Commissioners Hearing Room. Creating DVD copies and assisting Director as needed.

### **\$150.00 / First two hours\***

#### **BCC Hearing Room Director**

Operating switcher during live meetings in the Board of County Commissioners Hearing Room. Creating files for channel and website playback. Adding completed meetings to schedule.

\*Producer standard rate (\$32.00) after first two (2) hours.

## Mileage

↗ Will be paid at the current Federal rate

↗ Is paid from county offices to the shoot location

↗ Is not paid for editing purposes, equipment pick-up or drop-off, coming into the office for voiceover, script writing, program scheduling or staff meetings.



**DAN JOHNSON**  
DIRECTOR

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

May 7, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Execution of a Property Use Agreement with Comcast Cable  
Communications Management, LLC

<b>Purpose/Outcome</b>	To enter into an agreement with Comcast to provide communications services to property located at 16575 SE 115 <sup>th</sup> Avenue (Veterans Village site)
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Duration</b>	The agreement expires automatically once communications service provided by Comcast to the property ceases.
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. <i>How does this item align with your department's Strategic Business Plan goals?</i> None</li> <li>2. <i>How does this item align with the County's Performance Clackamas goals?</i> Build public trust through good government.</li> </ol>
<b>Counsel Review</b>	Reviewed and approved by County Counsel on April 27, 2020 (NB)
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was the item processed through Procurement? NO</li> <li>2. If not, provide brief explanation: This is not a contract request. It is an Agreement to allow Comcast to enter onto the property for the purpose of communications.</li> </ol>
<b>Contact Person</b>	Dan Johnson, DTD Director, 503-742-4325

**BACKGROUND:**

Comcast has agreed to provide telecommunications services to the site currently being used for the Veterans Village project. In order to allow Comcast to install and operate the necessary facilities, the Development Agency needs to provide its consent to allow Comcast to access the property. The access permitted under this agreement lasts only as long as Comcast provides service to the property.



**Nancy Bush**

*Director*

Disaster Management  
2200 Kaen Road  
Oregon City, OR 97045

T 503-655-8378

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

May 7, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Authorization for Disaster Management Director to sign HUD COVID-19 Grant Agreement

<b>Purpose/Outcomes</b>	Approval of the application for CARES Act COVID-19 funds for Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Application for \$1,328,722 Community Development Block Grant COVID-19 (CDBG CV) funds during the 2019 program year.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development grant funds. No County General Funds are involved.
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective March 13, 2020 and terminates on June 30, 2022
<b>Previous Board Action</b>	Board members held a preliminary discussion of the allocation of these COVID 19 funds during the April 9, 2020 Public Hearing review of the proposed 2020 Housing and Community Development program, proposed Action Plan.
<b>Contact Person</b>	Nancy Bush, Director 503-655-8665
<b>Contract No.</b>	NA

**BACKGROUND:** In response to the Coronavirus public health crisis, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 was signed into law on March 27, 2020 to help respond to the coronavirus outbreak. The CARES Act allocated additional Community Development Block Grant COVID (CDBG CV) funding for Clackamas County to be used to prevent, prepare for, and respond to the coronavirus (COVID-19).

The Department of Health, Housing and Human Services (H3S) Vulnerable Populations Planning group has been working with the Emergency Operations Center (EOC) command staff to respond to the impacts of this public health crisis that include increased homelessness, unemployment, and food insecurity. The current plan for use of these COVID-19 funds has not been identified at this time. Funding of **\$1,328,722** will be added to the 2019 Action Plan budget, according to grant guidance. Any reprogramming of regular 2019 funds and any new projects and services will require review and approval by the Board of County Commissioners.



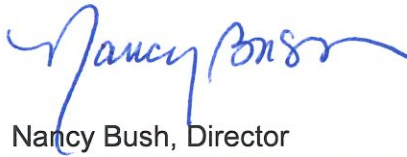
All COVID-19 projects and funding levels will be determined in coordination with the County's COVID-19 Emergency Operations Center activated on February 28, 2020.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners take the following actions:

Authorize the Director of the Department of Disaster Management to sign on behalf of Clackamas County all documents necessary for submitting CARES Act COVID-19 (CDBG CV) applications, receiving funds, and amending applications for programs and projects to meet all grant requirements.

Respectfully submitted,



Nancy Bush, Director

Attachments: CARES Act CDBG CV Letter

# 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: Health, Housing and Human Services Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: CARES Act Community Development Block Grant (CDBG CV)  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Mark Sirois  
Requestor Contact Information: marksir@clackamas.us  
Department Fiscal Representative: Ed Johnson  
Program Name or Number (please specify): CFDA 14.218 Community Development Block Grant COVID (CDBG CV)  
Brief Description of Project:

The CARES Act made available \$1,328,722 Community Development Block Grant Coronavirus (CDBG-CV) funds for Clackamas County. Community Development Block Grant COVID 19 (CDBG-CV) funding. Any any new projects and services will require review and approval by the Board of County Commissioners. All COVID Projects and funding levels will be determined in coordination with the County's COVID 19 Emergency Operations Center. CDBG-CV funds will provide Public Services including: rent assistance for tenants, a housing stabilization fund for landlords, homeless shelter services and, purchasing homeless services supplies.

Name of Funding (Granting) Agency: U.S. Department of Housing and Urban Development (HUD)

Agency's Web Address for Grant Guidelines and Contact Information:  
https://www.hudexchange.info/programs/cdbg/disease/

OR

Application Packet Attached:  Yes  No

Completed By: Mark Sirois April 29, 2020  
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  Other Funding Agency Award Notification Date: April 2, 2020  
CFDA(s), if applicable: CFDA 14.218  
Announcement Date: April 2, 2020 Announcement/Opportunity #: \_\_\_\_\_  
Grant Category/Title: Community Development Block Grant Max Award Value: \$ 1,328,722  
Allows Indirect/Rate: yes Match Requirement: none  
Application Deadline: NA Other Deadlines: TBD  
Grant Start Date: When SF424 signed by HUD Other Deadline Description: \_\_\_\_\_  
Grant End Date: \_\_\_\_\_ TBD  
Completed By: Mark Sirois Program Income Requirement: \_\_\_\_\_  
Pre-Application Meeting Schedule: NA

**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 and/or Division's Mission/Purpose/Goals?

The Department of Health, Housing and Human Services (H3S) Vulnerable Populations Planning group has been working with the Emergency Operations Center (EOC) command staff to respond to the impacts of this public health crisis that include increased homelessness, increased unemployment and increased food insecurity. The CDBG CV grant will provide funding to support our County response to community needs with projects and services to prevent, prepare for and respond to the coronavirus pandemic.

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

The H3S will work with community partners and the Emergency Operations Center to select the best allowable use of these funds for public services and projects in response the the coronavirus.

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

The Community Development Block Grant (CDBG) funds may be used for a range of eligible activities including projects and services that prevent and respond to the spread of infectious diseases such as the coronavirus.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

No, this would be new services in response to COVID. The Community Development Division has an annual allocation of CDBG non-covid funding.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

The Department H3S working with County EOC command numerous division are adequately staffed to utilized these COVID response funds as intended by HUD.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

No partnerships are required. It is recommended that we work with our local health authorities to determine needs, select services and projects and distribute funds

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

Not a pilot project

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

No new program. This is onetime funding.

**Collaboration**

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

Department of Health, Housing and Human Services, County Emergency Operations Center

**Reporting Requirements**

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

Project setup in the HUD Database: Integrated Disbursement and Information System (IDIS), financial reporting and project accomplishment reports in IDIS.

2. How will grant performance be evaluated? 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?

Each activity funded will be tracked in the HUD Database: Integrated Disbursement and Information System (IDIS), financial reporting and project accomplishment reports in IDIS.

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

Financial reporting will be completed in the HUD IDIS system

**Fiscal**

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

Yes. County staff costs charged to this grant will increase the county's allocated costs revenue

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

No other revenues are required.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

No match requirement

4. 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?

Yes the grant does cover indirect costs through administration/staff costs

Program Approval:

Mark Sirois	April 30, 2020	<i>Mark Sirois</i>
Name (Typed/Printed)	Date	Signature
<b>** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **</b>		
<b>**ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.**</b>		

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Mark Sirois	April 30, 2020	<i>Mark Sirois</i>
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR or ELECTED OFFICIAL (or designee, if applicable)</b>		
Name (Typed/Printed)	Date	Signature

<b>FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)</b>		
Name (Typed/Printed)	Date	Signature

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

*(Required for all grant applications. If your grant is awarded, 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:**

<b>COUNTY ADMINISTRATOR</b>	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.**



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

April 2, 2020

Mr. Jim Bernard  
Chairperson Elect of the Board of Commissioners of Clackamas County  
2051 Kaen Road  
Oregon City, OR 97045-4035

Dear Chairperson Elect of the Board of Commissioners Bernard:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department is immediately allocating \$2 billion based on the fiscal year 2020 CDBG formula. The remaining \$3 billion shall be allocated based on needs using best available data, in the following tranches: \$1 billion shall be allocated to States and insular areas within 45 days of enactment of the Cares Act, and \$2 billion shall be distributed to states and local governments at the discretion of the Secretary. Up to \$10 million will be set aside for technical assistance. Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. Your jurisdiction's allocation is \$1,328,722.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The Department is developing a notice that will further describes the CARES Act's provisions, a Quick Guide to the CARES Act flexibilities and other provisions, and other resources

to enable swift implementation of CDBG-CV grants. As these become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits. HUD will provide guidance and technical assistance on DOB and regarding prevention of fraud, waste, and abuse and documenting the impact of this program for beneficiaries.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or [CPDQuestionsAnswered@hud.gov](mailto:CPDQuestionsAnswered@hud.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "John Gibbs", written in a cursive style.

John Gibbs  
Acting Assistant Secretary  
for Community Planning and Development  
U.S. Department of Housing and Urban Development



**Nancy Bush**

*Director*

Disaster Management  
2200 Kaen Road  
Oregon City, OR 97045

T 503-655-8378

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

May 7, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Authorization for Disaster Management Director to sign HUD COVID-19 Grant  
Agreements

<b>Purpose/Outcomes</b>	Approval of the application for CARES Act COVID-19 funds for Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Application for \$646,045 in Emergency Solutions Grant COVID-19 (ESG CV) funds during the 2019 program year.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development grant funds. No County General Funds are involved.
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective March 13, 2020 and terminates on June 30, 2022
<b>Previous Board Action</b>	Board members held a preliminary discussion of the allocation of these COVID-19 funds during the April 9, 2020 Public Hearing review of the proposed 2020 Housing and Community Development program, proposed Action Plan.
<b>Contact Person</b>	Nancy Bush, Director 503-655-8665
<b>Contract No.</b>	NA

**BACKGROUND:** In response to the Coronavirus public health crisis, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 was signed into law on March 27, 2020 to help respond to the coronavirus outbreak. The CARES Act allocated additional Community Solutions Grant funding for Clackamas County to be used to prevent, prepare for, and respond to the coronavirus (COVID-19).

The Department of Health, Housing and Human Services (H3S) Vulnerable Populations Planning group has been working with the Emergency Operations Center (EOC) command staff to respond to the impacts of this public health crisis, which includes increases in homelessness, unemployment, and food insecurity. The current plan for use of these COVID-19 funds is as follows:

Emergency Solutions Grant (ESG CV) funds of **\$646,045** will be added to the 2019 Action Plan program in Health, Housing and Human Services (H3S) Community Development. These funds



will provide **\$450,000** of hotel and motel vouchers for homeless persons and homeless families. Clackamas County will distribute these vouchers in partnership with several community-based shelter providers. The remaining **\$196,045** will be distributed to homeless services providers and county offices as a combination of homeless outreach, homeless shelter operations and services, and Homeless Management Information System (HMIS) HUD reporting requirements expenditures.

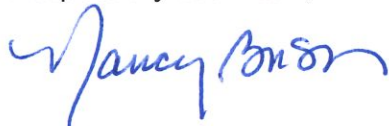
All COVID-19 projects and funding levels will be determined in coordination with the County's COVID-19 Emergency Operations Center activated on February 28, 2020. Clackamas County CARES dollars will be accepted and monitored by Clackamas Disaster Management and the Emergency Operations Center.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners take the following actions:

Authorize the Director of the Department of Disaster Management to sign on behalf of Clackamas County all documents necessary for submitting CARES Act COVID-19 CDBG CV funds applications, receiving funds, and amending applications for programs and projects to meet all grant requirements.

Respectfully submitted,



Nancy Bush, Director

Attachments: CARES Act ESG CV letter



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

April 2, 2020

Mr. Jim Bernard  
Chairperson Elect of the Board of Commissioners of Clackamas County  
2051 Kaen Road  
Oregon City, OR 97045-4035

Dear Chairperson Elect of the Board of Commissioners Bernard:

I am pleased to inform you of special Emergency Solutions Grants (ESG) Program funds HUD is allocating to your jurisdiction in the amount of \$646,045, as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

President Trump signed the CARES Act on March 27, 2020 to help the Nation respond to the coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94). Of this amount, the Department is immediately allocating \$1 billion for ESG-CV grants based on the FY 2020 ESG formula. The rest of the funding for ESG-CV grants will be allocated directly to States or units of local government by a separate formula developed by the Secretary. Up to \$40 million of the additional funds will be set aside for technical assistance.

Given the immediate needs faced by our communities, the Department has announced the first allocation of funds, which are subject to the following flexibilities and conditions provided by the CARES Act:

- The funds may be used to cover or reimburse allowable costs incurred by a State or locality before the award of funding (including prior to the signing of the CARES Act) to prevent, prepare for, and respond to COVID-19;
- The funds are not subject to the spending cap on emergency shelter and outreach under 24 CFR 576.100(b)(1);
- Up to 10 percent of funds may be used for administrative costs, as opposed to 7.5 percent as provided by 24 CFR 576.108(a);
- The funds are exempt from the ESG match requirements, including 24 CFR 576.201;
- The funds are not subject to the consultation and citizen participation requirements that otherwise apply to the Emergency Solutions Grants, however each recipient must

publish how its allocation has and will be used, at a minimum, on the Internet at the appropriate Government web site or through other electronic media;

- The funds may be used to provide homelessness prevention assistance (as authorized under 24 CFR 576.103 or subsequent HUD notices) to any individual or family who does not have income higher than HUD's Very Low-Income Limit for the area and meets the criteria in paragraphs (1)(ii) and (1)(iii) of the "at risk of homelessness" definition in 24 CFR 576.3;
- That recipients may deviate from applicable procurement standards when using these funds to procure goods and services to prevent, prepare for, and respond to coronavirus, notwithstanding 24 CFR 576.407(f) and 2 CFR 200.317-200.326;
- While we encourage you to offer treatment and supportive services when necessary to assist vulnerable homeless populations, individuals and families experiencing homelessness must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used, notwithstanding 24 CFR 576.401(e).

In addition, the Act authorizes the Secretary to grant waivers of and specify alternative requirements for statutes and regulations the Secretary administers in connection with the use of ESG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). These waivers and alternative requirements can be issued when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The Department is developing a notice that will further lay out the CARES Act provisions and other waivers and requirements to enable swift implementation of additional ESG-CV grants. This notice and any subsequent notices of waivers and alternative requirements will be made available on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As your jurisdiction develops its plan to use these grant funds, HUD encourages approaches that prioritize the unique needs of persons experiencing homelessness and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. Your jurisdiction should coordinate with State and local health authorities before undertaking any activity to support state or local pandemic response. HUD encourages you to share successes that may help other grantees. Like other supplemental funding, ESG-CV grants are subject to oversight and tracking, such as requirements to prevent the duplication of benefits. We look forward to working with you to prevent fraud, waste, and abuse and to document the impact of this program for beneficiaries.

Importantly, proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensuring grantees are complying with program requirements and policies, providing demographic and income information about the persons who benefit from funded activities, and allowing HUD to monitor recipients. Your jurisdiction's ongoing attention is essential to ensuring complete and accurate reporting of performance measurement data.

HUD's Office of Community Planning and Development (CPD) is looking forward to working with your jurisdiction to successfully meet the urgent and complex challenges faced by our communities. If you or your staff has questions, please contact your local CPD Field Office Director or [CPDQuestionsAnswered@hud.gov](mailto:CPDQuestionsAnswered@hud.gov).

Sincerely,

A handwritten signature in dark ink, appearing to read "John Gibbs", written in a cursive style.

John Gibbs  
Acting Assistant Secretary  
for Community Planning and Development  
U.S. Department of Housing and Urban Development

# Grant Application Lifecycle Form

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

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

## \*\* CONCEPTION \*\*

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

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

Application for:  Subrecipient funds  Direct Grant  
Lead Department: Health, Housing and Human Services Grant Renewal?  Yes  No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: CARES Act Emergency Solutions Grant  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Mark Sirosis  
Requestor Contact Information: marksir@clackamas.us  
Department Fiscal Representative: Ed Johnson  
Program Name or Number (please specify): CFDA 14.231 Emergency Solutions Grant COVID  
Brief Description of Project:

In response to the Coronavirus public health crisis, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 was signed into law on March 27, 2020 to help respond to the coronavirus outbreak. The CARES Act allocated additional Community Solutions Grant COVID (ESG CV) funding for Clackamas County to be used to prevent, prepare for, and respond to the coronavirus (COVID-19).

Emergency Solutions Grant (ESG CV) funds of \$646,045 will provide \$450,000 of hotel and motel vouchers for homeless persons and homeless families. Clackamas County will distribute these vouchers in partnership with several community based homeless shelter providers. The remaining \$196,045 will be distributed to homeless services providers and county offices as a combination of homeless outreach, homeless shelter operations and services and Homeless Management Information System (HMIS) HUD reporting requirements expenditures.

Name of Funding (Granting) Agency: U.S. Department of Housing and Urban Development (HUD)

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

https://www.hud.gov/program\_offices/comm\_planning/homeless\_esg\_covid-19

OR

Application Packet Attached:  Yes  No

Completed By: Mark Sirosis April 29, 2020  
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  Other Funding Agency Award Notification Date: April 2, 2020  
CFDA(s), if applicable: CFDA 14.231  
Announcement Date: April 2, 2020 Announcement/Opportunity #: \_\_\_\_\_  
Grant Category/Title: Emergency Solutions Grant Max Award Value: \$ 646,045  
Allows Indirect/Rate: yes Match Requirement: none  
Application Deadline: NA Other Deadlines: TBD  
Grant Start Date: When SF424 signed by HUD Other Deadline Description: \_\_\_\_\_  
Grant End Date: \_\_\_\_\_ TBD  
Completed By: Mark Sirosis Program Income Requirement: \_\_\_\_\_  
Pre-Application Meeting Schedule: NA

**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 and/or Division's Mission/Purpose/Goals?

An allocation of one-time funding for homeless services and to prevent, respond to COVID public health crisis

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

We will be contracting a portion of these funds to non-profits operating homeless shelters

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

The CARES Act allocated additional Community Solutions Grant COVID (ESG CV) funding for Clackamas County to be used to prevent, prepare for, and respond to the coronavirus (COVID-19).

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

We will be contracting a portion of these funds to non-profits operating homeless shelters  
Some of the funds will be used to support existing Homeless Management Information System (HMIS) reporting to HUD.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

Social Services Division and Community Development Division have the capacity to perform this work and contract work with non-profit providers

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Partnerships are recommended but not required for this one-time grant

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

This is not a pilot project

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This grant would not create a new program, just one-time funding

**Collaboration**

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

Health, Housing and Human Services - several divisions

**Reporting Requirements**

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

Reports on persons served will be generated by the Homeless Management Information System. Project setup and completion reported will be entered in the HUD Database: Integrated Disbursement and Information System (IDIS)

2. How will grant performance be evaluated? 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?

Performance reports on persons served will be generated by the Homeless Management Information System. Project setup and completion reported will be entered in the HUD Database: Integrated Disbursement and Information System (IDIS).

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

Fiscal reports and invoicing will be through the HUD Database: Integrated Disbursement and Information System (IDIS).

**Fiscal**

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

Yes, The County will get additional allocated costs and many more people will benefit from County services and little to no cost to the County.

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

No match revenues are required for this one-time COVID funding

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

No match required

4. 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?

Yes, the grant has grant administration as an allowable cost which pays for indirect costs

Program Approval:

Mark Sirois

4/30/2020

*Mark Sirois*

Name (Typed/Printed)

Date

Signature

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

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.\*\***

**Section IV: Approvals**

DIVISION DIRECTOR (or designee, if applicable)		
Mark Sirois	4/30/2020	<i>Mark Sirois</i>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR or ELECTED OFFICIAL (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
		<i>Toni Hessevick</i>
Name (Typed/Printed)	Date	Signature

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

*(Required for all grant applications. If your grant is awarded, 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.





**DAN JOHNSON**  
DIRECTOR

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

May 7, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Execution of a Property Use Agreement with Comcast Cable  
Communications Management, LLC

<b>Purpose/Outcome</b>	To enter into an agreement with Comcast to provide communications services to property located at 16575 SE 115 <sup>th</sup> Avenue (Veterans Village site)
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Duration</b>	The agreement expires automatically once communications service provided by Comcast to the property ceases.
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. <i>How does this item align with your department's Strategic Business Plan goals?</i> None</li> <li>2. <i>How does this item align with the County's Performance Clackamas goals?</i> Build public trust through good government.</li> </ol>
<b>Counsel Review</b>	Reviewed and approved by County Counsel on April 27, 2020 (NB)
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was the item processed through Procurement? NO</li> <li>2. If not, provide brief explanation: This is not a contract request. It is an Agreement to allow Comcast to enter onto the property for the purpose of communications.</li> </ol>
<b>Contact Person</b>	Dan Johnson, DTD Director, 503-742-4325

**BACKGROUND:**

Comcast has agreed to provide telecommunications services to the site currently being used for the Veterans Village project. In order to allow Comcast to install and operate the necessary facilities, the Development Agency needs to provide its consent to allow Comcast to access the property. The access permitted under this agreement lasts only as long as Comcast provides service to the property.

**RECOMMENDATION:**

Staff respectfully recommends that the Board execute the attached agreement.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation and Development



Comcast Cable Communications Management, LLC  
c/o Market Development, Comcast Business

**RE:**

**Property Address:**

Street Address (include applicable range, exclude suite numbers)

City, State and Zip

Additional Address Information (optional)

Dear Comcast:

The Owning Entity identified below, being the owner of the premises described above (the "Property"), hereby consents to the installation, operation, and maintenance by Comcast Cable Communications Management, LLC, on behalf of its affiliates (together, "Comcast"), at Comcast's sole cost and expense, of Comcast's cable and other equipment into, over, under, across, and along the Property, to be used by Comcast to provide communications services to tenants and other occupants of the Property.

*Comcast will contact the Owner, or Owner's representative, before work begins. This information will not be used for any other purpose.*

*Owning Entity:*

*Contact name:*

*Contact phone number:*

*Ext.*

*Contact email address:*

*Additional Contact (optional):*

Comcast shall repair any damage to the Property caused by the installation, operation, or maintenance of Comcast's equipment on the Property.

Owner's consent will continue for so long as Comcast provides communications services to tenants or other occupants of the Property. The Access to Property shall bind and benefit the parties and their respective successors and assigns.

Sincerely,

Signature:

Owner or Duly Authorized Agent of Owner

Date Signed:

Print Name:

Full Title:



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract Amendment #2 with R.L. Reimers Company for the  
Tri-City Hypochlorite and NPW Pump Station Improvements Project

<b>Purpose/Outcomes</b>	Execution of Amendment #2 between Water Environment Services and R.L. Reimers Company for the Tri-City Hypochlorite and NPW Pump Station Improvements Project.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #2 adds an additional \$184,870.26 for necessary changes for a total contract not to exceed \$2,142,664.94.
<b>Funding Source</b>	Capital Improvement : 639-01-20100-481020-P632227
<b>Duration</b>	Project completion is set for June 30, 2020.
<b>Previous Board Action</b>	Approval of the original Contract on May 23, 2019.
<b>Strategic Plan Assignment</b>	This project supports the WES Strategic Plan goal to provide properly functioning infrastructure that supports healthy streams and reduces flooding.
<b>County Review</b>	April 23, 2020
<b>Contact Person</b>	Jeff Stallard, 503-742-4694

**BACKGROUND:**

The Work under the original Contract will consist of, but is not limited to furnishing all labor, materials, and equipment necessary to construct a new bulk sodium hypochlorite storage and dosing system including demolition of the existing gaseous chlorine system and scrubber. Improvements to the disinfection system also include new chemical feed metering pump skids, new distribution piping to the chlorine contact basin, a new chlorine mixer system; and chlorine sampler and analyzers, as well as improvements to the existing sodium bisulfite system. The original Engineer's Estimate of Probable Construction Cost of the original design scope was \$2,300,000.

During construction of the Hypochlorite and NPW Pump Station Improvements project, there were three major scope additions:

1. Additional seismic improvements were required to bring the existing structure housing the disinfection system to current seismic code.
2. Spray nozzles and piping were added to allow spraying hypochlorite on the aeration basis when necessary
3. Several yard hydrants connected to the Nonpotable water system were no longer functioning and are being replaced so the yard hydrant system can take advantage of the pump capacity added during this project.

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS and LCRB Rules on March 26, 2019. Bids were publicly opened on April 24, 2019, seven (7) bids were received: R.L. Reimers Co., \$1,947,575.00; Boede Construction, \$2,090,000.00; McClure & Sons, \$2,117,493.00; Slayden, \$2,120,000.00; James W Fowler, \$2,240,442.00; Stettler Supply, \$2,277,965.00; and TEK Construction, \$2,374,000.00. After review of the bids and all necessary documentation, R.L. Reimers Co., was determined to be the lowest responsive bidder.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute Amendment #2 between Water Environment Services and R.L. Reimers Company for the Tri-City WRRF Hypochlorite and NPW Pump Station Improvements. This amendment has a value of \$184,870.26 for a total contract amount not to exceed \$2,142,664.94.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the \_\_\_\_\_ Agenda by the Purchasing Division

AMENDMENT #2

TO THE CONTRACT DOCUMENTS WITH R.L. REIMERS COMPANY FOR THE TRI-CITY WRRF HYPOCHLORITE AND NPW PUMP STATION (BID 2019-26) CONTRACT # 1483

This Amendment #2 is entered into between R.L. Reimers Company ("Contractor") and Water Environment Services ("Owner") and it shall become part of the Contract documents entered into between both parties on May 23, 2019 ("Contract").

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

- 1. Section 1. Contract Price, Contract Documents and Work is hereby amended as follows: There are an additional thirteen (13) line-item changes to the project that are attached as Exhibit B and hereby incorporated by reference. The net total for the changes is \$184,870.26. The total Contract Compensation shall not exceed \$2,142,664.94.

Table with 2 columns: Description, Amount. Rows: Original Contract (\$ 1,947,575.00), Amendment #1 (\$ 10,219.68), Amendment #2 (\$ 184,870.26), Total Amended Contract (\$ 2,142,664.94).

- 2. Section 4. Contract Dates is hereby amended as follows: Notice to Proceed ("NTP") was issued September 13, 2019. Substantial Completion is hereby changed from NTP + 230 days to February 27, 2020. Final Completion is hereby changed from NTP + 260 days to April 16, 2020 is hereby changed to June 30, 2020.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

R.L. Reimers Company
3939 Old Salem Rd., Ste. 200
Albany, OR 97321

Water Environment Services

Authorized Signature

Chair

Title

Recording Secretary

Date

Date

118745-18 DBC / Oregon
Oregon Business Registry Number

Approved as to Form:

County Counsel

Date

**EXHIBIT B**  
**SUMMARY OF ADDITIONAL CHANGES AND CHANGE ORDERS**

**Summary of Cost Changes for the Tri-City Hypochlorite and NPW Pump Station Improvement Project:**

1. CR -12.1 – The plans called for re-using conduit from the electric MCC down to the W3 pumps. The wire that was to be removed from this conduit was not able to be removed. This change addressed running new conduits from the MCC down to the 3W pumps. \$16,669.74
2. CR- 13 – The Lighting in the hypo Pump Room and the Electrical Room was darker than anticipated. The proposed solution was to relocate the lights closer to the ground where HVAC was causing interference and the replace the LED unit with a brighter unit. The Original LED units have been turned over to WES and WES staff will install these elsewhere in the plant. \$6,364.39
3. CR-14 – The original plans did not show a circuit to supply electric to the Tepid Water heat trace. This change included running the circuit, conduit, and wiring to supply power to this heat trace. \$993.27
4. CR-15 – The design didn't include any secondary chlorine dosing points, and Operations has determined a desire for placing spray nozzles at the aeration basin bridges. \$45,837.32
5. CR-16 – During excavation necessary to address the replacement of the conduit to the CAS pump Station (see Item 12 above), there were corroded elbows found. These elbows were replaced while they were exposed and available to provide value to WES. \$747.32
6. CR-17 – The contract documents didn't identify several control wires necessary for flow switches and leak detectors. \$1,832.21
7. CR-18.1 and 18.2 – Many of the existing yard hydrants on our Non-Potable water system are no longer functioning or are at the end of their useful life. This change will provide replacement to the 13 hydrants identified as necessary to support plant operations. \$44,872.00
8. CR-19 – Additional steel installation to accommodate seismic improvement to building. It was assumed that the reinforcing steel in the CMU walls went all the way to the ceiling. This was found to be incorrect, and additional steel needed to be installed to retrofit the building to bring it up to current seismic code. Approximate Change will be \$50,520.24
9. CR-20 – Additional wall clips to accommodate seismic improvement to building. During design it was assumed that the reinforcing steel in the CMU divider wall went into the ceiling. This was found to be incorrect, and additional wall clips were needed to be installed to retrofit the building to bring it up to current seismic code. \$8,632.86
10. CR-21 – During construction, several locations within the tunnel area adjacent to the hypo samples was deteriorated and broken. This change directed the contractor to remove failed sections of concrete and replace them during other planned concrete pours. This work was completed on a T&M basis. \$6,956.31
11. CR-22 – COVID Cleaning of Construction Trailer – In order to ensure that the construction trailer was kept clean during the project, contractor provided cleaning company to disinfect and deep clean the construction trailer being utilized by construction management staff. This cleaning will be used as necessary to support construction at our facility. \$1,444.60

**Total Cost Change Amount: \$184,870.26**

**Schedule Adjustment**

With this additional scope, the contractor has requested a schedule extension through **June 30, 2020**.

**Revised Key Dates:**

- Commencement date: Date of this Notice To Proceed (NTP): September 13, 2018. **No Change**
- Substantial Completion = NTP + 230 days = January 15, 2020 (Revised to February 27th, 2020 with Amendment #1) **No change**
- Final Completion deadline = NTP + 260 days = February 14, 2020 (**Revised to June 30, 2020**)