



# AGENDA

**\*Revised 6/22/21**

**Thursday, June 24, 2021 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2021-49

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**\*\*\*Ice Storm Updates**

**\*\*\*COVID Updates**

**I. HOUSING AUTHORITY OF CLACKAMAS COUNTY 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. Resolution No. 1955 Approving the Housing Authority of Clackamas County FY 2021-2022 Budget for the period of July 1, 2021 through June 30, 2022. The budget is for \$74,704,477.

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

1. Second Reading of County Parks Fine and County Code Changes – *first reading on 6/10/21* (Tom Riggs, Business and Community Services)
2. Approval of a Board Order Approving Solid Waste Management Fee Adjustments for Collection Service (Eben Polk, Department of Transportation and Development)
3. Approval of a Clackamas County Supplemental Budget Resolution for Fiscal Year 2020-2021. Increase in appropriations of \$6,646,390 funded through Fund Balance, Federal and State Operating Grants, and Interfund Transfers (Sandra Montoya, Finance)
4. Approval of Resolution \_\_\_\_\_ for Bid Exemption and Authorization to use the CM/GC RFP Procurement Method for Oak Lodge and Gladstone Community Project (Sarah Eckman, Business and Community Services)

**III. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT 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. Approval of Resolution \_\_\_\_\_ for Bid Exemption and Authorization to use the CM/GC RFP Procurement Method for Oak Lodge and Gladstone Community Project

**IV. WATER ENVIRONMENT SERVICES 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. Approval of Resolution \_\_\_\_\_ for a Water Environment Services Supplemental Budget for Fiscal Year 2020-21 (Chris Storey, Water Environment Services)

**V. 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 a Local Subrecipient Agreement with Children’s Center to Provide Child Abuse Medical Assessments. \$181,800 funded through County General Fund. – CFCC
2. Approval of a Subrecipient Grant Amendment #3 with Community Living Above to provide Youth Marijuana and Substance Abuse Prevention Efforts in West Linn/Wilsonville. Amendment #3 adds \$30,000 for a maximum value of \$120,000 and extends the end date to June 30, 2022. Funded through marijuana Tax Revenue. No County General Fund involvement. – CFCC
3. Approval of a Local Subrecipient Grant Agreement Amendment #2 with Todos Juntos to provide Kindergarten Readiness Partnership and Innovation Services. Amendment #2 adds \$67,630 for a maximum value of \$286,341 and extends the end date to September 30, 2021. Funded through the state of Oregon. No County General Fund involvement. – CFCC
4. Approval of a Local Grant Agreement with Clackamas Women’s Services for Shelter/Advocacy and Crisis Domestic Violence Services. \$214,696 funded through County General Fund. – CFCC
5. Approval of a Subrecipient Grant Amendment #3 with Northwest Family Services for Youth Marijuana and Substance Abuse Prevention Efforts in North Clackamas Middle Schools. Amendment #3 adds \$90,000 for a maximum value of \$360,000 and extends the date to June 30, 2022. Funded through the Clackamas County Marijuana Tax Revenue. No County General Fund involvement. – CFCC
6. Approval of a Local Subrecipient Grant Agreement with Northwest Family Services for Children of Incarcerated Parents and Parenting Inside Out Services. Funded through County General Fund, (\$72,000), State of Oregon Funds (\$40,000), and Juvenile Funds (\$10,000), for a Total of \$122,000. - CFCC

7. Approval of a Local Subrecipient Grant Agreement with Northwest Family Services for Casa Esperanza – Culturally Specific Domestic Violence Shelter and Services. \$117,225 funded through County General Fund. –CFCC
8. Approval of a Local Subrecipient Grant Amendment #4 with Northwest Family Services for Student Resource Coordination. Amendment #4 adds \$60,000 for a maximum of \$330,950. Funded through the Behavioral Health and Children, Family, and Community Connections Marijuana tax funds. No County General Fund involvement. – CFCC
9. Approval of Amendment #01 to the Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Amendment #01 adds \$407,520 increasing the maximum value to \$8,732,212.18. Funded through the State of Oregon. No County General Fund involvement. – Behavioral Health
10. Approval for a Revenue Agreement with CareOregon for the Primary Care Payment Model Program – Per Member Per Month Incentive Program. There is no maximum agreement, revenue is based on number of clients reported. No County General Fund involvement. – Health Centers
11. Approval of an Intergovernmental Agreement with Clackamas Fire District #1 for the Project Hope Program. Contract maximum is \$40,487.20 Funded through the University of Baltimore Combating Opioid Overdose through Community Level Intervention Initiative. No County General Fund involvement. – Public Health
12. Approval of Amendment #1 to the Intra-Agency Agreement with Clackamas Health Centers Division for School Based Health Centers operating funds. The maximum agreement value is \$213,250. Funded through Public Health. No County General Fund involvement. – Public Health
13. Approval of Amendment #1 to a Grant Agreement with Norwest Housing Alternatives for Emergency Shelter Services. This amendment adds \$132,240 with a new maximum of \$344,311. Funded through the State of Oregon. No County General Funds involvement. – Social Services
14. Approval of Amendment #1 to a Grant Agreement with Clackamas Women's Services for Emergency Shelter Services. Amendment #1 adds \$117,760 for a new maximum of \$229,689. Funded through the State of Oregon. No County General Fund involvement. – Social Services
15. Approval of Amendment #5, to Intergovernmental Subrecipient Agreement with the City of Sandy – Sandy Senior and Community Center to Provide Social Services for Clackamas County Residents. This amendment decreases the contract maximum by \$23,278 for a revised agreement maximum of \$181,124 with funding through Older Americans Act and Ride Connection, Inc pass through funds. No County General Fund Involvement. – Social Services
16. Approval of Amendment #5, to Agency Subrecipient Agreement with Friends of Canby Adult Center to Provide Social Services for Clackamas County Residents. The amendment adds \$19,565 with a maximum value of \$247,991 with funding through Older Americans Act, Ride Connection pass-through funds and Low Income Energy Assistance Program. No County General Fund Involvement. – Social Services

17. Approval of Amendment #5, to Intergovernmental Subrecipient Agreement with City of Lake Oswego – Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents. The amendment adds \$42,497 with a maximum value of \$125,726 with funding through Older Americans Act and Ride Connection, Inc pass through funds. No County General Fund Involvement. – Social Services
18. Approval to Apply for Grant from Portland General Electric (PGE) Drive Change Fund to Purchase Electric Vehicles to Provide Services for Seniors, Persons with Disabilities and Low Income Households. The maximum agreement value is \$425,000 with funding through Oregon Clean Fuels Program. No County General Fund involvement. – Social Services
19. Approval of a Subrecipient Grant Amendment #3 with Todos Juntos for Youth Marijuana and Substance Prevention services in Rural Clackamas County. The amendment adds \$60,000 with a maximum value of \$240,000 and extends the end date to June 30, 2022 with funding through Marijuana Tax Revenue. No County General Fund involvement. – CFCC
20. Approval of Amendment #02 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Problem Gambling Programs. The amendment adds \$14,000 with a maximum value of \$8,746,212.18 with funding through The State of Oregon, Oregon Health Authority. No County General Fund involvement. – Behavioral Health
21. Approval to Apply to the 2021-2023 Request for Grant Proposals (RFGP) with State of Oregon Criminal Justice Commission (CJC) for Special Court Grant Program – Mental Health Court. The maximum agreement value is \$254,768 with funding through Oregon Criminal Justice Commission. No County General Fund involvement. - Health Centers
22. Approval to Apply to the 2021-2023 Request for Grant Proposals (RFGP) with State of Oregon Criminal Justice Commission (CJC) for Specialty Court Grant Program – Adult Drug Court. The maximum agreement value is \$242,484 with funding through Oregon Criminal Justice Commission. No County General Fund involvement. - Health Centers
23. Approval to Apply to the 2021-2023 Request for Grant Proposals (RFGP) with the State of Oregon Criminal Justice Commission (CJC) for Specialty Court Grant Program – DUII Court – The maximum value agreement is yet to be determined by the state. Funding through Oregon Criminal Justice Commission. No County General Fund involvement. - Health Centers
24. Approval of Intergovernmental Agreement #169358 with the State of Oregon, acting by and through its Department of Human Services (DHS), for the Job Opportunity & Basic Skills (JOBS) program. The maximum agreement value is \$1,150,550.75 with funding through State of Oregon Department of Human Services. No County General Fund involvement. – CFCC

**B. Transportation & Development**

1. Approval of Intergovernmental Agreement between Clackamas County and Oregon Department of Transportation for OR 212 at Foster Road Intersection Signal Improvements. \$20,000 funded through the County Road Fund. No County General Fund involvement. – DTD
2. Approval of Amendment #1 of a Supplemental Project Agreement #31035 with Oregon Department of Transportation for the Jennings Ave: OR 99E to Oatfield Rd Project. Amendment incorporates language changes to original supplemental agreement. Funded through Federal Surface Transportation Program Funds (\$3,625,283), Surface Transportation Program Fund Exchange (\$1,000,000) and the County Road Fund Match (\$652,626), for a project cost estimate of \$5,277,909. No County General Fund involvement.
3. Approval of a Master Grant Agreement with Oregon Department of Transportation for Fund Exchange Program. Annual funding varies and is determined by Oregon Department of Transportation. The current total amount available to Clackamas County is \$4,071,006.53. No County General Fund involvement.
4. Approval of a Contract with Brown Contracting, Inc. for the Sunnyside Road ADA Ramp Improvements (132nd – 162nd). \$1,477,774 funded through the County Road Fund. No County General Fund involvement.
5. Approval of a Contract with Traffic Safety Supply Company, for the Purchase of Sign and Safety Materials. \$800,000 through June 30, 2027 funded by County Road Fund. No County General Fund involvement.

**C. Finance**

1. Approval of Lease Amendment #2 for the Oak Lodge Library with RCI Interprices LLC. Amendment #2 adds \$7,286.22 with an annual increase of three percent (3%) per year for a three year term. Total potential contract value is \$270,251.76. Funded through Library Tax Dollars. No County General Fund is involvement.
2. Approval of Clackamas County Sheriff's Office, Aurora Airplane Hangar G-6 Lease Agreement with the Raymond V. Meyer & Mary J. Meyer Trust Reserve. \$4,326.00 funded through County General Fund, with an annual increase of three percent (3%) per year, for a five year term. Total contract value is \$22,967.33.
3. Approval of Clackamas County Sheriff's Office Sergeant Damon Coates Boathouse Slip 1F Lease Agreement with Sportcraft Landing Incorporated. \$12,205.50 funded through County General Fund, with an annual increase of three percent (3%) per year, for a five year term. Total contract value is \$64,800.62.
4. Approval of Lease Amendment #2 for the Homestead Building with Homestead Building, LLC for the Sandy Behavioral Health Center. Amendment #2 increases the monthly rent to \$4,300.00. Total contract value is \$51,600.00. No County General Fund involvement.
5. Approval of Lease Amendment #1 for the Butler Building and Adjacent Parking with the Glenn Kent Butler Revocable Living Trust Glenna Kay Butler Living Trust. Monthly rent is \$4,094.25 plus thirteen monthly parking spaces at \$1,625 for a total monthly cost of \$5,719.25. The total contract value \$68,631. Funding through County General.

6. Approval of Extension of Lease #2 for the Willamette Building with Willamette Building Partnership. Monthly rent is \$7,363.96; total annual rent of \$88,367.52, discounted 5% annual rent payment of \$83,949.15. Total maximum contract value of \$273,134.88. Funded through Children, Family, and Community Connections Division funds, supplemented by federal and state grants, and allocated by labor hours logged in each program. No County General Fund involvement.

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval to Purchase Five (5) vehicles from Withnell Motor Corporation, dba Withnell Dodge for use by Clackamas County Sheriff's Office. Cost per vehicle is \$34,448.91, for a total not to exceed \$172,244.55. Funded through County General Fund through the Clackamas County Sheriff's Office budget. – *CCSO*
3. Approval to Purchase Body Cameras from Axon Enterprise for use by Clackamas County Sheriff's Office. \$1,588,994.50 funded through ELED Budget. No County General Fund involvement. – *CCSO*
4. Approval to Apply for Grant Funding through United States Department of Justice; Office , Office of Justice Programs for the Connect and Protect Law Enforcement Behavioral Health Responses Grant Solicitation. Maximum award funded through Department of Justice. No County General Fund Involvement. – *CCSO*
5. Approval to Apply for Grant Funding through United States Department of Justice: Connect and Protect: Law Enforcement and Behavioral Health Response Grant. Maximum Award Value of \$250,000 with a match of estimates the matching funds for year 1 will be \$20,000.00, for year 2 \$45,000.00 and for year 3 \$90,000.00. The Sheriff's Operations, ELED and Levy funds will share in meeting the matching obligation. – *CCSO*
6. Request by Clackamas County Sheriff's Office (CCSO) to enter into the Annual Operating and Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest. \$71,467.66 is the annual operating plan. Funded by USDA, Forest Service. No County General Fund involvement. – *CCSO*
7. Request by the Clackamas County Sheriff's Office (CCSO) to approve modification 004, adding \$10,000.00 in COVID-19 funding to the Cooperative Law Enforcement Services in the Mt. Hood National Forest. This is an increase to \$81,467.66 for the 2021 annual operating plan. Funded by the USDA, Forest Service. No County General Fund involvement. – *CCSO*

**E. Administration**

1. Approval of Amendment #1 with Hawkins Delafield & Wood, LLP to serve as a P3 Legal Advisor. Amendment #1 adds \$1,000,000.00 for a total contract amount of \$1,500,000.00. Funded through County General Fund for 50% of the contract amount with 50% match from the Oregon Courthouse Construction and Improvement Fund.

2. Approval of Amendment #1 with WTP America, LLC dba WT Partnership to serve as a P3 Technical Advisor. Amendment #1 is adds \$2,071,125.00 for a total contract amount of \$2,564,625.00. Funded through County General Fund for 50% of the contract amount with 50% match from the Oregon Courthouse Construction and Improvement Fund.
3. Approval of Amendment #1 with IMG Rebel Advisory, Inc. to serve as a P3 Financial and Transactional Advisor. Amendment #1 is for the amount adds \$900,000.00 for a total contract amount of \$1,200,000.00. Funded through County General Fund for 50% of the contract amount with 50% match from the Oregon Courthouse Construction and Improvement Fund.

**F. Disaster Management**

1. Approval of a contract with DePaul Industries dba DPI Staffing to provide on-call temporary traffic control for the COVID-19 vaccination sites. \$150,000 funded through CARES. No County General Fund involvement.
2. Approval of an Intergovernmental Agreement (IGA) with State of Oregon acting by and through its Department of Administrative Services (DAS) for Vaccine Equity and Incentives. Maximum cost is \$2,238,888.68 through the State of Oregon. No County General Fund involvement.
3. Approval of an Intergovernmental Agreement with the State of Oregon acting by and through its Oregon Business Development Department and Clackamas County for receipt of Personal Protective Equipment. No fiscal impact. No County General Fund involvement.
4. Approval of a FY 18 State Homeland Security Program (SHSP) Grant Agreement extension between Clackamas County and the State of Oregon Regional Fuel Shortage Plan. Agreement will remain the same. No County General Fund involvement.

**G. Tourism**

1. Approval of a contract to receive Regional Cooperative Tourism Program funds for FY20/21 from Travel Portland. This is \$169,511 revenue through Travel Portland's Regional Cooperative Tourism Program. No County General Fund involvement.

**VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT 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.)*

1. Approval of an Intergovernmental Agreement Amendment #1 between North Clackamas Parks and Recreation District and Clackamas Community College for Community Based Instructional Programs. This IGA will provide \$11,631 of revenue. No County General Fund involved.
2. Approval of Amendment #1 to renew Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas Community College for Educational & Enrichment Services. This IGA represents \$51,792 of anticipated instructional expenditure. Funding is included in the budget expenditures for older adult and recreation programming services. No County General Fund involved.

3. Approval of Resolution for a North Clackamas Parks and Recreation District Supplemental Budget (Less than Ten Percent and Budget Reduction) for FY 2020-21 (Sarah Eckman, North Clackamas Parks and Recreation District)

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

#### **VIII. COUNTY ADMINISTRATOR UPDATE**

#### **IX. COMMISSIONERS COMMUNICATION**

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



June 22, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Resolution Adopting the Housing Authority of Clackamas County FY 2021-2022 Budget for the period of July 1, 2021 through June 30, 2022

<b>Purpose/Outcomes</b>	Budget Adoption for the Housing Authority of Clackamas County FY 2021-2022
<b>Dollar Amount and Fiscal Impact</b>	The effect to adopt a budget of \$74,704,477.
<b>Funding Source</b>	HUD, Metro Bond, Metro Measure, County General Funds - Policy Level Proposal
<b>Duration</b>	July 1, 2021 – June 30, 2022
<b>Previous Board Action</b>	Housing Authority of Clackamas County Board Budget Hearing May 24, 2021.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. 2. Build trust through good government
<b>Counsel Review</b>	
<b>Contact Person</b>	Jill Smith 503-742-5336
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (the Authority) is a municipal corporation established under Oregon Revised Statutes Chapter (ORS) 456 to provide low cost housing to individuals meeting criteria established by the U.S. Department of Housing and Urban Development (HUD). The Authority, under the criteria of the Government Accounting Standards Board (GASB), is considered a component unit of Clackamas County, Oregon (the County) because the Board of County Commissioners also governs the Authority. This relationship allows the County to impose its will on the Authority. The County reports the Authority as a blended component unit since the County's H3S Department management has operational responsibility for the Authority.

The Authority is exempt from Oregon Local Budget Law per ORS 294.316 and does not have an annual appropriated budget. Budgets for each HUD grant and line of business within the Authority's operations is used to meet financial management and control objectives. The Authority utilizes these budgets as operations tools but is not required to and does not adopt a legally appropriated budget as defined by GASB.

The Housing Authority provides and develops affordable and safe housing for our low-income neighbors in Clackamas County by administering HUD funded programs that include owning and managing a portfolio of Public Housing and additional affordable housing totaling approximately 1,100 units. The agency also administers the HUD funded Housing Choice Voucher program of over 2,000 vouchers and will administer locally funded rent assistance and service contracts through the Supportive Housing Services fund. The majority of the people we

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serve are extremely low income disabled and elderly, many of them were previously homeless. As the housing crisis grows, more of the people we serve are transitioning out of homelessness and have complex behavioral and physical health needs requiring housing aligned with appropriate services to ensure they remain housed and supported.

### **Revenue Summary**

Total budgeted revenue for HACC is \$74,705,477 including Federal, Metro and local funds. Funds from the Metro Bond and Metro Supportive Housing Measure (10 mil placeholder amount) account for \$44,233,000 of budgeted revenue.

Approximately thirty percent (35%) of HACC's revenues are Federal funds through allocations from Congress through the U.S. Department of Housing and Urban Development (HUD) in the following form:

- Public Housing Operating Subsidy for the operations of public housing;
- Capital Fund Grant for major physical repairs of public housing;
- Voucher Admin Fee for the administration of the voucher program; Housing Assistance Payment for pass through rent assistance to landlords;
- Grants for Family Self-Sufficiency and Resident Services.

### **Expenditure Summary**

Total expenditures are estimated to be \$74,705,477. We continue to work diligently to identify and implement opportunities to reduce program delivery costs and streamline operations in program areas where expenditures exceed revenue.

### **Significant Issues & Changes**

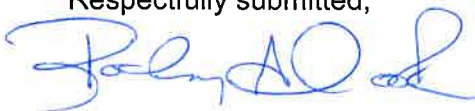
The Metro Supportive Housing Measure will have a dramatic impact on the funding and services that HACC provides the community and will provide new opportunities for housing and supportive services

HUD funding will still have an impact on HACC's budget but to a lesser extent as funding sources and operations diversify.

### **RECOMMENDATION:**

Staff recommends the Board approval of the FY 2021-2022 HACC budget using the ten million dollar placeholder listed in the Supportive Housing Services line item.

Respectfully submitted,



Rodney Cook, Director  
Health, Housing and Human Services Department

Attachments:  
FY22 Budget Detail as of 6/15/21

Housing Authority of Clackamas County  
All Programs Budget  
Fiscal Year 2021/2022

	Public Housing	Housing Vouchers	Local Projects	Central Office	Development	Supportive Housing	Grants	FY22 Total	FY 2021 6/30/2021 Budget	FY 2020 6/30/2020 Budget	FY 2019 6/30/2019 Budget	\$ Change from Prior Year Budget	% Change from Prior Year Budget
<b>Revenue:</b>													
Dwelling rent	1,357,169		581,175					1,938,344	2,039,290	2,383,065	2,223,249	(100,946)	-4.95%
Vacancy loss	(43,000)		(4,561)					(47,561)	(55,817)	(63,443)	(47,202)	8,256	-14.79%
Other tenant income	109,500	29,370	4,800					143,670	143,670	178,790	160,082	-	0.00%
Operating subsidy	2,085,000	1,518,000		127,186			27,000	3,757,186	3,468,120	3,493,992	3,683,350	289,066	8.33%
Housing assistance payments		18,692,000					514,368	19,206,368	16,169,002	15,192,953	14,404,534	3,037,366	18.79%
Mgmt fees				397,650				397,650	397,650	468,206	455,626	-	0.00%
Interest income	500	-	-	-				500	500	20,550	20,931	-	0.00%
County contribution			-	-	150,000		-	150,000	240,960	240,960	271,971	(90,960)	-37.75%
Grant revenue	295,000	86,468			34,233,000	10,000,000	1,353,859	45,968,327	2,271,161	2,169,168	1,147,105	43,697,166	1924.00%
Other/In-kind	-		6,000	-	3,174,653		10,341	3,190,994	2,408,531	1,302,348	769,293	782,463	32.49%
<b>TOTAL REVENUE</b>	<b>3,804,169</b>	<b>20,325,838</b>	<b>587,414</b>	<b>524,836</b>	<b>37,557,653</b>	<b>10,000,000</b>	<b>1,905,568</b>	<b>74,705,477</b>	<b>27,083,067</b>	<b>25,386,589</b>	<b>23,088,939</b>	<b>47,622,410</b>	<b>175.84%</b>
<b>ADMINISTRATIVE EXPENSE:</b>													
Salaries	423,560	775,919	66,934	660,314	649,931	429,045	21,624	3,027,329	2,402,504	2,132,370	1,918,999	624,825	26.01%
Employee benefits	275,438	494,633	41,312	372,615	381,027	283,338	13,774	1,862,137	1,441,247	1,339,754	1,108,321	420,889	29.20%
Legal fees	15,400	2,200	700	3,600	5,000	-	-	26,900	26,900	33,000	28,817	-	0.00%
Staff training/travel	20,000	7,700	500	10,000	7,000	-	-	45,200	46,200	46,700	35,135	(1,000)	-2.16%
Auditing fees	14,966	12,080	909	6,550	10,535	4,227	-	49,267	47,857	46,274	45,534	1,410	2.95%
Other administrative expenses	189,936	257,427	177,202	179,507	1,173,909	28,986	-	2,006,967	1,921,983	1,579,364	1,313,266	84,984	4.42%
Management fee expense	397,650	-	-	-	-	-	-	397,650	397,650	468,206	455,626	-	0.00%
<b>TOTAL ADMINISTRATIVE</b>	<b>1,336,949</b>	<b>1,549,959</b>	<b>287,557</b>	<b>1,232,586</b>	<b>2,227,403</b>	<b>745,597</b>	<b>35,398</b>	<b>7,415,449</b>	<b>6,284,341</b>	<b>5,645,668</b>	<b>4,905,698</b>	<b>1,131,108</b>	<b>18.00%</b>
<b>TENANT SERVICES:</b>													
Salaries	17,037	54,341					54,909	126,287	128,388	110,820	111,800	(2,101)	-1.64%
Benefits	11,614	44,106					37,432	93,152	75,311	68,673	78,031	17,841	23.69%
Other	12,600	-					27,000	39,600	49,416	50,616	70,227	(9,816)	-19.86%
<b>TOTAL TENANT SERVICES</b>	<b>41,251</b>	<b>98,446</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>119,341</b>	<b>259,039</b>	<b>253,115</b>	<b>230,109</b>	<b>260,058</b>	<b>5,924</b>	<b>2.34%</b>
<b>UTILITIES:</b>													
Water	173,000		11,100					184,100	174,600	204,085	182,554	9,500	5.44%
Sewer	361,300		32,200					393,500	380,700	465,779	428,064	12,800	3.36%
Electricity	28,300		10,700	6,900				45,900	44,300	117,400	106,701	1,600	3.61%
Gas	3,900			3,800				7,700	7,500	26,300	25,991	200	2.67%
<b>TOTAL UTILITIES</b>	<b>566,500</b>	<b>-</b>	<b>54,000</b>	<b>10,700</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>631,200</b>	<b>607,100</b>	<b>813,564</b>	<b>743,310</b>	<b>24,100</b>	<b>3.97%</b>

Housing Authority of Clackamas County  
All Programs Budget  
Fiscal Year 2021/2022

	Public Housing	Housing Vouchers	Local Projects	Central Office	Development	Supportive Housing	Grants	FY22 Total	FY 2021 6/30/2021 Budget	FY 2020 6/30/2020 Budget	FY 2019 6/30/2019 Budget	\$ Change from Prior Year Budget	% Change from Prior Year Budget
<b>MAINTENANCE:</b>													
Labor	617,893		27,113	-			-	645,005	680,096	686,769	675,797	(35,091)	-5.16%
Benefits	422,078		20,347	-			-	442,425	478,834	477,600	462,281	(36,409)	-7.60%
Materials	171,600		8,700	-			-	180,300	136,800	171,200	149,416	43,500	31.80%
Garbage contracts	167,800		2,100	-			-	169,900	161,800	157,800	160,707	8,100	5.01%
Other contracts	310,100	-	44,900	6,600			-	361,600	255,600	217,644	268,991	106,000	41.47%
												-	
<b>TOTAL MAINTENANCE</b>	<b>1,689,471</b>	<b>-</b>	<b>103,159</b>	<b>6,600</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,799,230</b>	<b>1,713,130</b>	<b>1,711,013</b>	<b>1,717,192</b>	<b>86,100</b>	<b>5.03%</b>
<b>GENERAL EXPENSES:</b>													
Insurance	96,625	8,000	15,100	3,200			-	122,925	116,525	111,140	96,290	6,400	5.49%
Payment in Lieu of Taxes	86,000							86,000	86,000	104,610	71,500	-	0.00%
<b>TOTAL GENERAL EXPENSES</b>	<b>182,625</b>	<b>8,000</b>	<b>15,100</b>	<b>3,200</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>208,925</b>	<b>202,525</b>	<b>215,750</b>	<b>167,790</b>	<b>6,400</b>	<b>3.16%</b>
<b>OTHER EXPENSES:</b>													
Housing Assistance Payments		18,692,000					514,368	19,206,368	16,613,002	15,192,953	14,404,534	2,593,366	15.61%
Mortgage Payments			13,700				-	13,700	13,700	14,600	51,288	-	0.00%
Grant Expense					34,233,000	9,254,403		43,487,403	-	-	-	43,487,403	
Supp Svcs, in-kind, child care								-	-	189,925	-	-	
Central office							127,186	127,186	122,559	122,559	159,641	4,627	3.78%
Capital Expenditures	-	-	91,330	-	-		1,109,275	1,200,605	1,234,615	1,268,485	574,904	(34,010)	-2.75%
<b>TOTAL OTHER EXPENSES</b>	<b>-</b>	<b>18,692,000</b>	<b>105,030</b>	<b>-</b>	<b>34,233,000</b>	<b>9,254,403</b>	<b>1,750,829</b>	<b>64,035,262</b>	<b>17,983,876</b>	<b>16,788,522</b>	<b>15,190,367</b>	<b>46,051,386</b>	<b>256.07%</b>
<b>TOTAL EXPENSES</b>	<b>3,816,796</b>	<b>20,348,405</b>	<b>564,847</b>	<b>1,253,086</b>	<b>36,460,403</b>	<b>10,000,000</b>	<b>1,905,568</b>	<b>74,349,105</b>	<b>27,044,088</b>	<b>25,404,626</b>	<b>22,984,415</b>	<b>47,305,018</b>	<b>174.92%</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(12,628)</b>	<b>(22,567)</b>	<b>22,567</b>	<b>(728,250)</b>	<b>1,097,250</b>	<b>(0)</b>	<b>(0)</b>	<b>356,372</b>	<b>38,980</b>	<b>(18,037)</b>	<b>104,524</b>	<b>317,393</b>	<b>814.25%</b>
<b>TRANSFERS</b>													
Easton Ridge								-	500,000	350,000	350,000	(350,000)	-100.00%
Development				728,250	(728,250)			-	-				
Local Projects		22,567	(22,567)					-	-				
<b>OPERATING SURPLUS (DEFICIT)</b>													
<b>CONTINGENCY AFTER TRANSFERS</b>	<b>(12,628)</b>	<b>0</b>	<b>(0)</b>	<b>0</b>	<b>369,001</b>	<b>(0)</b>	<b>(0)</b>	<b>356,372</b>	<b>538,980</b>	<b>331,963</b>	<b>454,524</b>		
Estimated Change in Fund Balance/Cash													
Public Housing	(12,628)							(12,628)	126,222				
Development					369,001			369,001	388,493				
Local Project Fund		0	(0)	0			(0)	(1)	24,265				
<b>Budgeted Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

PHA Board Resolution  
Approving Operating Budget

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing -  
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026  
(exp. 07/31/2019)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: .....PHA Code:

PHA Fiscal Year Beginning: .....Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget approved by Board resolution on:
- Operating Budget submitted to HUD, if applicable, on:
- Operating Budget revision approved by Board resolution on:
- Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name:	Signature:	Date:
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In the Matter of Approving the  
Housing Authority's 2021-2022  
Public Housing Operating  
Budget by Project

RESOLUTION NO. 1955

**Whereas**, the Housing Authority Board of Commissioners has reviewed the Public Housing Operating Budget by Project for Fiscal Year ending June 30, 2022 and

**Whereas**, they certify that all regulatory and statutory requirements have been met and that the Housing Authority has sufficient operating reserves to meet the working capital needs of its developments, that the budget expenditures are necessary in the efficient and economical operation of its housing for the purposes of serving low-income residents, and

**Whereas**, the budget indicates a source of funds adequate to cover all proposed expenditures, and

**Whereas**, the calculation of eligibility for federal funding is in accordance with the provisions of the regulations and that all proposed rental charges and expenditures will be consistent with provisions of the law, and

**Whereas**, the Housing Authority will comply with the wage requirements under 24 CFR 968.11 (e) or (f) or 24 CFR 905.120 (c) and (d), and

**Whereas**, the Housing Authority will comply with requirements for the reexamination of family income and composition,

**NOW THEREFORE, BE IT RESOLVED** that the Housing Authority of Clackamas County, Oregon Public Housing Operating Budget by Project is hereby approved for submittal to the U.S. Department of Housing and Urban Development.

Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_

**DATED** this 24 day of June, 2021

**BOARD OF COUNTY COMMISSIONERS OF THE  
HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

\_\_\_\_\_  
Chair

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



June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Second Reading of County Parks Fine and County Code Changes

<b>Purpose/Outcome</b>	<i>Reading of ordinance on June 10<sup>th</sup> (first reading) and 24<sup>th</sup> (second reading) to affirm of fine and adoption of County Code changes relating to County Parks.</i>
<b>Dollar Amount and Fiscal Impact</b>	<i>No fiscal impact.</i>
<b>Funding Source</b>	<i>N/A</i>
<b>Duration</b>	<i>N/A</i>
<b>Previous Board Action/Review</b>	<p><i>Discussed at Issues on 2/9/21: Changes approved at 3/23/2021 Policy Session</i></p> <p><i>Additional language added to County Code revision per discussion by the Board of County Commissioners at first reading on 6/10/2021.</i></p>
<b>Strategic Plan Alignment</b>	<p><i>1. How does this item align with your department's Strategic Business Plan goals?</i></p> <p>Reading this ordinance to adopt this fine and implementing these Code Changes aligns with the BCS strategic result of maintaining clean, safe, healthy parks by providing a mechanism to fine park customers who engage in prohibited behavior, ultimately discouraging the behavior, and providing clarity in park rules and processes.</p> <p><i>2. How does this item align with the County's Performance Clackamas goals?</i></p> <p>Reading this ordinance to adopt this fine and implementing these Code Changes aligns with the Performance Clackamas strategic priority of Honoring our Natural Resources by providing ways to encourage clean, safe and healthy parks and natural resources, and with Building Public Trust through Good Government by clarifying issues in County Code for efficient and accountable management of Parks.</p>



<b>Counsel Review</b>	4/19/2021 AM
<b>Procurement Review</b>	<i>This are policy changes and fine clarification, therefore not subject to procurement review.</i>
<b>Contact Person</b>	Tom Riggs, Parks and Forestry Manager, 503-781-3137, <a href="mailto:triggs@clackamas.us">triggs@clackamas.us</a>
<b>Contract No.</b>	N/A

**BACKGROUND:**

At the 2/9/21 Administrator’s Issues session, BCS – County Parks requested the Board assign a \$115 fine for violations of 6.06.050.L.4, believing it had been overlooked in the updating and adoption of fines in 2020 as there was an omission on the fine spreadsheet. The Board had questions regarding how the rule would be applied and enforced, especially in regard to parks that didn’t provide restroom facilities, and asked staff to come back to a Policy session to discuss the issue.

In preparing for the Policy session, staff discovered that the 6/6/19 Ordinance enacting 050.L.4 already listed a \$150 fine amount, but also found that the current posted County Code Appendix B: Fines lists a \$115 fine, which is consistent with staff recommendation. Finding the existing fine published changed our request from an approval of a fine amount to an affirmation of the existing \$115 fine amount.

BCS – County Parks staff brought information and recommendations to a Policy Session on 3/23/21, including clarification about the fine amount issue, and language about other proposed County Code changes related to Parks. The Board approved all requested changes. County Counsel prepared an ordinance to enact those changes.

**RECOMMENDATION:**

Staff Recommends the second reading of the Ordinance at the June 24<sup>th</sup>, 2021 BCC Business Meeting for final adoption of approved changes.

**ATTACHMENTS:**

Ch. 6.06 park rules exclusion enabling ordinance 4.19.21

Respectfully Submitted,



Sarah Eckman  
Interim Director  
Business & Community Services

**ORDINANCE NO. \_\_\_\_-2021**

**An Ordinance Amending  
Clackamas County Code Chapter 6.06, Park Rules**

WHEREAS, Clackamas County would like to amend the park rules to make several housekeeping corrections and to clarify the park's exclusion policy; and

WHEREAS, the Board would like to clarify that the \$150 fine for public urination and defecation referred to in Ord. 03-2019 has *not* been adopted;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapter 6.06, Park Rules, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

**Section 2:** The fine for public urination and defecation shall remain \$115 as currently indicated in Appendix B, rather than the \$150 fine referenced in Ord. 03-2019.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

## Chapter 6.06

### 6.06 PARK RULES

#### 6.06.010 Policy and Purpose

The purpose of this chapter is to protect County parks, forest and recreational areas, protect the health, safety and welfare of the public using such areas, and insure the best use of and benefits from such areas. The numbering system for this chapter is necessarily *unique* because of the requirements of the County and State criminal justice systems.

[Codified by Ord. 05-2000, 7/13/00; renumbered from 6.06.02 by Ord. 04-2013, 8/22/13]

#### 6.06.020 Definitions

- A. APPROVED CAMPING SHELTER means ground tents, vehicle tents, motorhomes, travel trailers, vans and camper units designed specifically for overnight, outdoor camping, such as Class A, B or C vehicles, towables, and truck campers.
- B. BOARD means the Board of County Commissioners of Clackamas County.
- C. DIVISION means the Clackamas County Parks Division of the Business and Community Services Department and its employees.
- D. ANIMAL, as per ORS 167.310, means any non-human mammal, bird, reptile, amphibian or fish. LIVESTOCK, as per ORS 609.125 means any ratites (large flightless birds), psittacines (parrot & macaw type birds), horses, mules, jackasses, cattle, lamas, alpacas, sheep, goats, swine, domesticated fowl and any fur bearing animal bred and maintained commercially or otherwise, within pens, cages and hutches.
- E. PARK AREA means any County park, forest or recreational area under the jurisdiction of the board, but not any residence located thereon.
- F. PARK EMPLOYEE means a County employee, caretaker, host, or agent.
- G. ~~PARKS DIRECTOR AND/OR THEIR DESIGNEE~~ PARKS MANAGER means the person designated by the Board or the Department of Business and Community Services to administer the County's programs and policies for County parks, forests, and recreation areas.
- H. PEACE OFFICER means a Sheriff, deputy sheriff, constable, marshal, municipal police officer, Oregon State Police officer, and such other persons as may be designated by law.
- I. PROHIBITED ARTICLES means fireworks, weapons, glass, and alcoholic beverages under this Chapter.
- J. RESERVATION includes, but is not limited to, calling, booking online or by email, in advance to obtain a campsite or day-use area.
- K. Other terms shall be defined as set forth in the Oregon Vehicle Code, ORS Chapter 801, unless specifically provided otherwise in this Chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.03 and amended by Ord 04-2013, 8/22/13; Amended by Ord. 01-2016, 3/24/16; Amended by Ord. 07-2018, 6/28/18]

#### 6.06.030 Opening, Closing, Entry Into Parks

- A. The Division is hereby authorized to close to the public any County Park area or portion thereof, restrict the times when any County park area shall be open to such use, and limit or prohibit a recreation use whenever such action is necessary to protect the health or safety of the public, or the safety of the park area or its facilities. Cause for park area closure or limitation, or prohibition, on park area or recreational use includes, but is not limited to: Fire hazard, dangerous weather, water conditions, sanitary protection of the watershed, park area construction or repairs, conservation of fish and wildlife, excessive traffic; unsafe or overcrowded shoreline, ramp, parking or road conditions; the prevention of damage to the park or any of its facilities; or any dangerous, unsafe or unhealthful conditions.
- B. Any County employee designated by the Director of Business and Community Services Department or any peace officer may request, as a condition of the license or permit to enter the County's park areas, that persons entering or about to enter allow inspections of all backpacks, briefcases, suitcases, athletic bags, packages, duffle bags, coolers, ice chests, picnic baskets, and other containers capable of concealing prohibited articles:
1. Inspections under this section may occur anywhere on park property. Persons possessing containers subject to inspection shall be informed that they are free to decline the inspection and then must immediately leave the park area.
  2. If a person already inside the park area possesses a prohibited article, that person shall be considered to have violated the license to enter and use the park area. The person's license is automatically revoked and the person shall be requested to leave immediately.
  3. Any person in violation of park rules is subject to citation and immediate trespass.
- C. The County shall display signs at entrances to the park area that generally identify prohibited articles and provide notification of the request for inspection. The signs shall generally describe prohibited articles, explain the potential request for inspection and the right-to-decline options. Similar explanations may be printed on parking receipts and where available may be displayed at ticket windows on County property where parking passes or admissions are regularly sold.
- D. Fees Required.
1. No person shall enter or use any County park area or any of its facilities without first paying the required fee, if any, unless such entry or use is otherwise authorized by a valid existing permit in the name of said person.
  2. Any permit for entry or receipt for the use of any County park shall be displayed in a way that makes it easily visible from outside the vehicle. Failure to display a permit or receipt in a visible manner is a violation of this section requiring payment.
  3. For all misplaced or stolen parking permits, there shall be a nominal fee for replacement.
- ~~Any permit for entry or receipt for the use of any County park shall be displayed in a way that makes it easily visible from outside the vehicle. Failure to display a permit or receipt in a visible manner is a violation of this section requiring payment.~~
- E. Any County employee designated by the Director of Business and Community Services Department or any peace officer may revoke any permit that has been issued erroneously or where there is reasonable cause to believe the permit holder or any person in his or her custody, control, or family, has violated any of the provisions of these rules or any State, County or federal law. Any person whose permit has been revoked and all other persons in his or her custody, control, and family shall immediately leave the park area.
- F. Any person who violates any of these Park Rules, or who violates any state statute (including the vehicle chapter), County ordinance or code while in a County park, may be ordered to leave the park area.

- G. No person who has been ordered to leave a County Park area shall remain therein or return thereto.
- H. The Division may refuse to admit into a park area any person who has been previously ordered to leave a County park.
- I. The daily opening and closing times for each Clackamas County Park, including but not limited to Barlow Wayside, Barton, Boones Ferry Marina, Boring Station, Carver, Eagle Fern, Feyrer, Hebb, Knights Bridge, Madrone Wall, Metzler, Ed Latourette, Feldheimer , Wagon Wheel, and Wilhoit Springs, shall be established by the ~~Parks Director~~ Parks Manager and/or their designee and posted at the entrance to the park.
- J. Except for authorized overnight camping in accordance with these rules, no person, other than peace officers or authorized County personnel or agents, shall enter or remain in any park area after the daily closing time and before the daily opening time, without prior written authorization.
- K. User fees for campsites are due and shall be paid prior to each day's use. The fee covers use of facilities and services until the vacating time of 1:00 p.m. the following day.
- L. The person registering for the campsite is responsible for all persons using the campsite adhering to all park area rules, but this shall not provide a defense to any person who actually causes, or participates in causing, a violation of said rules.
- M. Campers must maintain campsites in a clean, sanitary, and safe manner.
- N. Unless otherwise posted at the entrance to the park campground, campsites may be occupied only as assigned by a reservation or at the campground registration area.
- O. No more than two (2) vehicles are allowed in a single campsite. The first vehicle is included in the campsite fee. All excess vehicles will be charged an additional fee and may need to be parked in designated overflow parking.
- P. In order to avoid unnecessary congestion of campground roadways and overloading of campground water and sanitation facilities, a park employee may prohibit entry of non-camper vehicles into the campground area. The park employee may issue temporary entry permits to non-camper vehicles when, in their opinion, such entry will not unnecessarily disrupt the operation, safety, and sanitation facilities of the campground.
- Q. Campsites may be accommodated with any approved camping shelter except those areas that have specific designated usage, i.e., RV only, tent only.
- R. Individual campsites are designed to serve one family unit. The following capacities shall apply:
1. Not more than two (2) tents OR one (1) recreation vehicle and one (1) tent per campsite, except where otherwise designated.
  2. A maximum occupancy of 8 persons per site.
  3. No person under the age of 18 shall camp overnight unless accompanied by an adult.
  4. ADA accessible campsites are designed for campers with mobility challenges. Campers with DMV placards or license plates are given priority in these sites. Unless otherwise noted below persons registering for, or occupying, accessible campsite(s) must clearly display an appropriate placard or plate during their stay.  
*Note: Large group reservations of all campsites in a campground loop or park are exempt from this rule.*
- S. Parks with accessible campsites for Persons with Disabilities shall:

1. Hold all reserved site(s) for the date(s) of reservation unless notified by the Parks Office to release the site;
2. Hold unreserved accessible sites site(s) for qualified drop-in campers until 7:00 p.m. daily;
3. Release unreserved accessible site(s) for first come, first served use after 7:00 p.m. for one (1) night only stay if no qualified users have registered.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.03 and amended by Ord. 04-2013, 8/22/13; Amended by Ord. 05-2015, 5/14/15; Amended by Ord. 01-2016, 3/24/16; Amended by Ord. 07-2018, 6/28/18]

#### **6.06.040 Reservations And Check In/Out Times**

- A. All persons making reservations must be 18 years of age or older.
- B. Online reservations for camp sites, sheltered and non-sheltered picnic areas must be made a minimum of 3 days in advance. Payment for reservations of picnic areas and campsites are due in full at the time of booking unless booking ten (10) or more campsites.
  1. Reservations for ten (10) or more campsites must be made through the Parks Administration Office and requires a deposit of the reservation fee and first night's rental fee due at the time of booking the reservation. The remaining balance is due thirty (30) days after making the reservation. The Parks Division reserves the right to cancel a reservation of ten (10) or more campsites, without notification, if the final payment has not been paid as per policy.
  2. No group may book more than thirty (30) campsites for the same date(s) in any one park on Memorial Day weekend or from July 1 through Labor Day weekend.
- C. Cancellations and refunds:
  1. For campsites (full hook-up, partial hook-up, primitive) and bunkhouse:
    - a. If cancellation is made four (4) or more days in advance of the arrival date, a refund will be issued by the Parks Division less the reservation fee and a cancellation fee.
    - b. If cancellation is made within three (3) days of the arrival date, a partial refund will be issued by the Parks Division less the reservation fee, a cancellation fee and the first night's camping fee.
  2. For sheltered and non-sheltered picnic areas:
    - a. If cancellation is made fifteen (15) days or more in advance of the reserved use date, a refund will be issued less the reservation fee and a cancellation fee.
    - b. If cancellation is made within fourteen (14) days of the reserved use date, no refunds will be issued..
  3. Reservation and transaction fees are non-refundable.
  4. If days are removed from the front of a reservation, resulting in the new arrival date being more than one year from when the original reservation was made, the County reserves the right to cancel the entire reservation and retain the reservation fee and first night's camping fee.

- D. Changes to overnight camping reservations and day use reservations, such as a reduction in the number of campsites, or a change in the location or date, can be made at any time, except as noted in subsection (C)(4), but a change fee is required and will be charged at the time of the change request.
- E. Check-in time for all overnight camping sites is established at 3:00 p.m. and check-out time is established at 1:00 p.m. the following day. Campsites not vacated by 1:00 p.m. shall be subject to charge of fees for an additional night, if the campsite is available and not reserved for that time period.
- F. If a campsite has been reserved for use by another party for that night, and the campsite has not been vacated by the non-reserved party by check-out time:
  - 1. The non-reserved party shall vacate the site immediately or be subject to eviction;
  - 2. The non-reserved party shall be subject to exclusion from Clackamas County parks pursuant to this chapter;
  - 3. Any vehicle occupying the campsite after check-out time other than a vehicle of the reserved party is parked in violation of this chapter, and may be immediately towed away without prior notice at the owner's expense under the provisions of the Clackamas County Vehicle Parking and Towing Chapter; and
  - 4. Park employees may remove any personal property remaining on the campsite other than property of the reserved party.
- G. Individual campers or small groups reserving ADA accessible sites must provide documentation upon making the reservation or the reservation may be forfeited. *Note: Large group reservations of all campsites in a campground loop or park are excluded from this rule.*

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.14; amended by Ord. 04-2013, 8/22/13; amended by Ord. 02-2014, 5/22/14; Amended by Ord. 01-2016, 3/24/16; Amended by Ord. 04-2017, 5/4/17; Amended by Ord. 07-2018, 6/28/18]

#### **6.06.050      Violations**

- A. No person shall park a vehicle on any Clackamas County park property before the posted opening time or after the posted closing time. Vehicles parked in violation of this section shall be towed or booted in accordance with the Clackamas County Parking and Towing Chapter.
- B. No person shall expose his or her genitalia or breasts, or be completely nude (full nudity) while in a public place or place visible from a public place, if the public place is open or available to persons of the opposite sex or children.
- C. No person shall, while in, or in view of, a public place, perform an act of sexual intercourse or an act of oral or anal sexual intercourse; or an act of exposing the genitals of the person with the intent of arousing the sexual desire of the person or another person, as defined in ORS 163.465.
- D. No person shall have in his or her possession any glass beverage container without first obtaining a permit from the County Parks Department. Permits will be issued upon payment for use of designated campsites and group picnic areas. Permits for possession of glass beverage containers will not be issued for day-use areas.
- E. Fires

1. Fires in park areas shall be confined to:
  - a. Fire rings, fire pits, or fireplaces provided for such purposes;
  - b. Portable stoves in established campsites and picnic areas where fires are permitted.
2. No person shall leave any fire unattended, and every fire user shall extinguish the fire before leaving the park area.
3. No person shall build, light or maintain any fire so as to constitute a hazard to any pile of wood, grass, tree, underbrush, or other flammable material.
4. No person shall move a park fire ring, fire pit, or fireplace from its designed location in any day use area or campground.

F. Fireworks and Weapons

1. No person shall hunt, pursue, trap, kill, injure, or molest any bird or animal in any park area.
2. No person shall discharge in any park area any firearm, pellet gun, bow and arrow, slingshot, paintball gun, or other weapon capable of injuring any person, bird, or animal.
3. No person shall possess in any park area any: loaded firearm, loaded pellet gun; paintball gun; bow and arrow; slingshot; other weapon capable of injuring any person, bird or animal; provided however that the prohibition of loaded firearms does not apply to or affect:
  - a. a law enforcement officer or authorized agent in the performance of official duty,
  - b. a member of the military in the performance of official duty,
  - c. a person licensed to carry a concealed handgun, or
  - d. a person authorized to possess a loaded firearm while in a public building under ORS 166.370.
4. No person shall possess or use fireworks or other explosives in any park area, except as designated, without the written permission from the ~~Parks Director~~ Parks Manager and/or their designee.

G. Alcoholic Beverages

1. No person shall possess alcoholic beverages in any general day use area in any county park. Permits may be issued for designated reservable group picnic areas when requested and approved and upon payment for the group picnic area. Permits for the possession of alcoholic beverages in reserved campsites are not required. Violations shall be treated as a rule violation, and any person authorized to enforce park rules is authorized to confiscate and destroy any alcohol and its container.

H. Park Property & Property Destruction

1. No person shall mutilate, deface, damage, or remove any table, bench, building, sign, marker, monument, fence, barrier, fountain, faucet, traffic recorder, or other structure or facility of any kind in any park area.
2. No person shall dig up, deface, or remove any dirt, stones, rock or other substance whatever, make any excavation, quarry any stone, lay or set off any blast, roll any stones or other objects, or cause or assist in doing any of said things, in any park area.



3. No person shall erect temporary signs, markers, or inscriptions of any type in any park area, without permission from the ~~Parks Director~~ Parks Manager and/or their designee.
4. No person shall set up or use a public address system in any park area without the written permission from the ~~Parks Director~~ Parks Manager and/or their designee.
5. No person shall wash any clothing or other materials, or clean any fish, in a lake, stream, river, or pond, in any park area.
6. No person shall use abusive or threatening language or gestures, create any public disturbances, or engage in riotous behavior, in any park area.
7. No person shall operate or use any noise-producing machine, vehicle, device, or instrument in any park area in a manner that is disturbing to other park area visitors.
8. No person shall operate any remote control device in any park area (i.e., drones, airplanes, cars, etc.).
9. No person shall pick, cut, mutilate, or remove any flowers, shrubs, foliage, trees, or plant life or products of any type in any park area.

I. Concessions and Solicitations

1. No person shall operate a concession, either fixed or mobile, in any park area without the written permission from the ~~Parks Director~~ Parks Manager and/or their designee.
2. No person shall solicit, sell or offer for sale, peddle, hawk, or vend any goods, wares, merchandise, food, liquids, or services in any park area without the written permission of the ~~Parks Director~~ Parks Manager and/or their designee.
3. No person shall advertise any goods or services in any park area without the written permission from the ~~Parks Director~~ Parks Manager and/or their designee.
4. No person shall distribute any circulars, notices, leaflets, pamphlets, or written or printed material of any kind in any park area by leaving or placing the material on a person's vehicle or property without the written permission from the ~~Parks Director~~ Parks Manager and/or their designee

J. Animals

1. No person shall ride, drive, lead, or keep livestock or animals, other than cats and dogs, in any park area not designated for their use (e.g., equestrian trails/facilities) without the written permission from the ~~Parks Director~~ Parks Manager and/or their designee.
2. No dog or cat shall be brought into or kept in a park area unless confined or controlled on a maximum 6-foot long leash. A Park Employee may undertake, or require the person keeping the animal to take any measures, including removal of the animal from the park area, deemed necessary to prevent interference by the animal with the safety, comfort, and wellbeing of park area users, and the appearance or sanitary condition of the park area. No animals, other than service dogs for the disabled, shall be allowed in any park area building.
3. No person shall allow any animal in his or her custody or control to annoy, molest, attack, or injure any person or animal in the park area.
4. No person shall tie up any animal in his or her custody or control and leave such animal unattended.
5. All animal fecal matter shall be put in a bag or container and left in a designated waste receptacle.
6. No person shall have or allow more than two (2) domestic pets or other animals in any campsite.

K. Motor Vehicles

1. No person shall operate any vehicle in any park area in violation of the Oregon State Vehicle Code, County ordinance, code or other laws.
2. No person shall operate any motor vehicle in any park area at a speed in excess of 10 miles per hour, unless otherwise designated. In addition, no person shall operate any motor vehicle in any park area at a speed greater than is reasonable and prudent, having due regard to all of the following:
  - a. The traffic;
  - b. The surface and width of the highway;
  - c. The hazard at intersections;
  - d. Weather;
  - e. Visibility; and
  - f. Any other conditions then existing.
3. No person shall park a vehicle:
  - a. In violation of any “No Parking” signs or markings authorized by the ~~Parks Director~~ Parks Manager and/or their designee;
  - b. In any location within a park, other than officially designated parking lots and parking spaces;
  - c. On grass, dirt, or landscaped areas that have not been designated for parking;
  - d. Beyond the edges of curbing or parking lots; or
  - e. In any designated staging area or timed parking area for longer than the maximum time limit stated on the posted sign.
4. No vehicle shall be parked in an emergency access area or travel lane of any park. Any vehicle parked in an emergency access area or travel lane of any park will be towed under the provisions of the Clackamas County Parking and Towing Chapter.
5. No person shall operate a motor vehicle on any park trail, or on any area within a park, which is not paved or graveled unless specifically marked as an area for motor vehicles.
6. No person shall operate any Off Highway Vehicle (OHV), All Terrain Vehicle (ATV) or any other vehicle not legal for street riding in any park area not designated for their use without the written permission from the ~~Parks Director~~ Parks Manager and/or their designee.

L. Waste Disposal

1. All bottles, cans, ashes, waste, paper, garbage, sewage, and other rubbish or refuse shall be left only in receptacles designated for that purpose.
2. No person shall bring into a park area any trash, refuse, garbage, litter, waste material, or vehicles for the purpose of disposing them there.
3. No person shall use kitchen or toilet facilities in a camping vehicle in the park unless the person makes provision for holding sewage and other waste materials in watertight and sanitary containers. Such containers shall not be emptied in the park except at an officially designated dump station.
4. No person shall urinate or defecate in public in any park area where restroom facilities are provided.

M. Camping Rules

1. No person may camp overnight in a park area other than in an officially designated and numbered overnight camping space.
2. No person may camp in any one park area for more than fourteen (14) days in one eighteen (18) day period of time. No person may camp for more than twenty-eight (28) days total in the County Parks system as a whole, in any one camping season from May 1 to November 30, without the written permission from the ~~Parks Director~~ Parks Manager and/or their designee.
3. Persons who share a campsite will be considered to be of the same camping party, and stay limit for all party members shall be calculated from the first party member's arrival.
4. Campers are required to maintain reasonable quiet between the hours of 10:00 p.m. and 7:00 a.m. and to respect the rights of other campers to peace and quiet during these hours.
5. No person shall camp overnight without an approved camping shelter.
6. No person shall wash a vehicle or trailer in any campsite.
7. No swimming pools of any size shall be filled with water in the campground without the written permission of the ~~Parks Director~~ Parks Manager and/or their designee.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Amended by Ord. 04-2013, 8/22/13; Amended by Ord. 04-2017, 5/4/17; Amended by Ord. 07-2018, 6/28/18]

#### **6.06.060 Enforcement and Penalties**

- A. Any County employee or agent designated by the Director of the Business and Community Services Department, and any peace officer may enforce these park rules, order any person violating these rules to leave the park areas, and issue citations for violations of these rules, except that only a person expressly authorized under the Clackamas County Parking and Towing Chapter may enforce the towing or booting provision of that chapter. Caretakers and Camp hosts who are appointed by the County may notify persons of the requirements of these rules, seek voluntary compliance, and order any person violating the rules to leave the park areas.
- B. Violation of any of the foregoing rules is subject to citation and punishable by a fine as set forth below.
- C. Form of citation:
  1. Description of the specific violation alleged;
  2. The date, time, and location of its occurrence;
  3. The maximum amount of the fine for the violation alleged;
  4. A statement that the fine must be paid or a hearing requested within 20 days, and that upon failure to do so within 20 days opportunity for a hearing is forfeited and the fine doubles;
  5. A form for either admitting the violation alleged and paying the fine, or denying the violation alleged, paying the equivalent bail, and requesting a hearing;
  6. The address to which the form should be sent;
  7. The telephone number of the person or facility which may be contacted for information;
  8. The name and address of the violator, or in the case of a parking violation where the operator of the vehicle is not present, the license plate and vehicle number of the vehicle (if visible); and
- D. Upon receiving a citation under this chapter, the cited person may:

1. Within 20 days, deliver to the Sheriff's Office the form provided with the citation, admitting the violation(s), forfeiting and paying the amount of the fine(s) indicated on the citation by credit card; forfeiture may be made by mail but must be actually received by the Sheriff within 20 days from the date of the citation; or
2. Within 20 days, deliver to the Sheriff's Office the form provided with the citation, denying all or part of the violation(s), and posting bail by paying a refundable deposit equivalent to the amount of fine(s) indicated on the citation; response may be made by mail, but must be actually received by the Sheriff within 20 days from the date of the citation.

Upon receipt of a denial, the Sheriff's Office shall inform the Hearings Officer. The Hearings Officer shall set a hearing within 30 days of the Sheriff's Office receipt of the denial and bail, and shall mail notice to the cited person and the issuer of the citation of the hearing date, time and place within 15 days of the Sheriff's Office receipt of the denial of bail.

3. Failure to perform any part of either subsection 1 or 2, including failure to respond within 20 days, shall be presumed an admission of the violation(s) cited, and the fine(s) shall be doubled.

E. Hearing Process.

The hearing shall afford a reasonable opportunity for the person(s) requesting it to present evidence that the citation was invalid or unjustified.

1. The Hearings Officer may administer oaths and take the testimony of witnesses. The Hearings Officer may issue subpoenas in accordance with Oregon Rules of Civil Procedure 55, provided that subpoena requests be received in writing no later than 5 days before the scheduled hearing. If the person charged with the violation(s) requests a subpoena, the person shall pay a deposit for each witness in an amount set by resolution of the Board of County Commissioners. Witnesses appearing by subpoena shall be allowed the same fees and mileage as allowed in civil cases in circuit court, to be paid by the person requesting the subpoena.
2. A person who receives a citation may be represented by an attorney or other person at any hearing, provided that in the case of representation by an attorney, the person gives written notice to the Hearings Officer two days prior to the hearing so that the County may, at its discretion, arrange for representation by an attorney on its behalf.
3. If the Hearings Officer, after due consideration, determines that the violation(s) alleged has been established, then the Hearings Officer shall issue a decision that the citation is valid and make brief findings of fact, and shall order the person cited to pay the appropriate fine to the County general fund. The decision and order may be oral and issued at the conclusion of the hearing, but in all cases must be recorded in the record of the hearing. The Hearings Officer will also determine the amount of witness fees to be paid out of any deposit, or refunded.
4. The decision of the Hearings Officer is final.

[Codified by Ord. 05-2000, 7/13/00; Renumbered from 6.06.15 and amended by Ord. 04-2013, 8/22/13; amended by Ord. 02-2014, 5/22/14; Amended by Ord. 04-2017, 5/4/17; Amended by Ord. 07-2018, 6/28/18]

**6.06.04.01**[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 03-2010, 2/25/10; Repealed by Ord. 04-2013, 8/22/13]

**6.06.07.01**[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 03-2010, 2/25/10; Repealed by Ord. 04-2013, 8/22/13]

**06.06.07.02** [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Deleted by Ord. 03-2010, 2/25/10]

#### **6.06.070 Vehicle Towed**

A vehicle registered to a person who has failed to respond or pay fines as required by this chapter to three or more vehicle parking citations, may be towed from any park area or booted, without prior notice, in accordance with the Clackamas County Parking and Towing Chapter, and held until the amounts owing have been paid.

[Codified by Ord. 05-2000, 7/13/00; Renumbered from 6.06.11 by Ord. 04-2013, 8/22/13]

#### **6.06.080 Fines**

All fines shall be set by ordinance of the Board of County Commissioners.

[Added by Ord. 5-2003, 3-13-03; Renumbered from 6.06.17 and amended by Ord. 04-2013, 8/22/13]

#### **6.06.090 Exclusions**

Any peace officer or agent providing security services on behalf of County Parks, may issue a written exclusion notice to any person violating County Park rules within Chapter 6.06, or who violates any state statute (including the vehicle chapter), County ordinance, or code while in a County park.

A. An exclusion may be issued for up to one (1) year per violation.

B. A peace officer or agent providing security services on behalf of County Parks will provide a person who is excluded from a County park an exclusion notice. The exclusion notice shall specify the basis for the exclusion, which County parks the person is excluded from, the period of the exclusion, the time the exclusion is to commence, and a statement of the person's right to appeal the exclusion to the County Administrator.

C. The individual who is excluded for a period exceeding thirty (30) days shall have the right to appeal the exclusion. An appeal must be filed, in writing, with the County Administrator within five (5) calendar days of the exclusion notice's issuance. The notice of appeal shall state the following:

1. The appellant's name;
2. The appellant's address and a telephone number where they can be reached;
3. A concise statement as to why the exclusion was in error; and
4. Attach a copy of the exclusion notice.

D. A person appealing an exclusion may request a hearing. The County Administrator may hold a hearing on the exclusion if there are any disputed issues of fact. If permitted, a hearing on the appeal shall be held no more than thirty (30) calendar days after the filing of the appeal, except in the event the County Administrator determines otherwise. The hearing shall afford a reasonable opportunity for the person requesting it to present and rebut evidence that the exclusion is invalid or unjustified.

E. The County shall have the burden to show by a preponderance of evidence that the exclusion is based on conduct prohibited under Chapter 6.06.

F. Copies of any and all County documents used by the County at the hearing shall be made available to the person appealing the exclusion upon written request.

G. The exclusion shall remain in effect during the pendency of the appeal.

H. The County Administrator will issue a final, written decision on an exclusion appeal.



**DAN JOHNSON**  
DIRECTOR

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

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

A Board Order Approving  
Solid Waste Management Fee Increases

<b>Purpose/Outcomes</b>	A Board Order approving Solid Waste Management fee adjustments for collection service
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Subject to Annual Review
<b>Previous Board Action/Review</b>	Policy Session: June 15, 2021
<b>Strategic Plan Alignment</b>	Ensuring community members have access to safe, convenient garbage and recycling services aligns with several Performance Clackamas strategic priorities and policy perspectives: recycling programs help to honor and protect our natural resources; garbage service supports healthy communities and public trust; the gradual improvement of recycling and composting programs supports the perspective on carbon neutrality. Further, the annual review process provides assurance that customers are provided fair value for the services they receive.
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was the item processed through Procurement? No</li> <li>2. If no, provide brief explanation: This action is not a contract or purchase.</li> </ol>
<b>Counsel Review</b>	Reviewed and approved by County Counsel on June 16, 2021
<b>Contact Person</b>	Rick Winterhalter, Sr. Sustainability Analyst DTD Sustainability & Solid Waste 503-742-4466

**EXECUTIVE SUMMARY:**

*On June 15, 2021, a Board policy session presented the findings of the County's annual solid waste fee review, and the unanimous fee increase recommendation from the Solid Waste Commission. This staff report provides a general summary of the policy session and associated staff report.*

## **Overview**

The Sustainability & Solid Waste Program, which is part of the Department of Transportation and Development (DTD), is responsible for managing the County's Integrated Solid Waste Collection System. This work includes an annual review of the production records of the nine franchised garbage and recycling collection companies.

The purpose of the review is to ensure that solid waste collection services are provided to residents and businesses safely, cost-effectively, efficiently, and in a manner that supports the benefits of recovering materials from the system. The review is used to establish the fees charged for the variety of services the County requires our franchised collectors to offer, and to ensure a fair return to the collectors. A contracted certified public accountant assists in this review process by reviewing franchisee financial records, creating summaries, and providing analysis.

Historically, the County has recognized the administrative and strategic value of an annual review, coupled with annual adjustments as necessary to keep fees and real costs aligned. These adjustments may come in the form of fee increases, adding additional collection services, or a combination of these options. This review model prevents large and unexpected increases for customers that can result from less frequent reviews. The Solid Waste Commission last recommended increasing fees in 2020, and the Board adopted and made effective these new fees on July 1, 2020.

## **Background**

When looking at the annual review, some context is helpful when reviewing the results.

### Service Zones

The County is divided into four service zones:

- 1) Urban Zone (defined as the area within the Metro Urban Growth Boundary established prior to March 2003),
- 2) Rural Zone,
- 3) Distant Rural Zone, and;
- 4) Mountain Zone.

These zones are differentiated by geography, the services offered (for example, curbside yard debris service is not included outside the Urban zone), and the distances traveled by the franchisees between the customers they serve and the disposal sites.

### Operating Margin

The County's practice, consistent with other communities in Oregon, is to set fees at a level that targets a 10% operating margin, with an acceptable range of 8-12%. This approach has been used since the mid-1980s when the County established uniform fees. (Previously the County approved different fees per collector.) The concept of using a range for an acceptable operating margin to inform the direction of the Annual Review was suggested by third-party CPAs. The variance in reported expenses and revenues year over year are better suited to review within the context of a range.



Our franchised collectors cover certain costs from their margin, per guidelines reviewed by our third-party CPA. The collectors use their margin to cover:

- Income taxes;
- Reserves to run operations and pay for capital purchases; and
- Provide a return to ownership.

During the annual fee review, the County reviews the total costs and revenues across our fee zones—which we call the ‘composite’. Comparing the revenues to the costs, one of the following courses of action is typically called for:

- 1) If revenues and costs place the operating margin **within** the acceptable range, and there are **no** known cost increases ahead, the current fees would be deemed appropriate, unless the Board seeks to approve a minor decrease or increase to get closer to the target margin.
- 2) If revenues and costs place the operating margin **within** the acceptable range, **and** there **are** known unavoidable cost increases ahead, our review process will indicate a fee increase to keep the system within the range and avoid larger increases later. **(Note: this is the situation for this year’s fee review for the Urban and Rural zones.)**
- 3) If revenues and costs place the operating margin **above** the acceptable range, and there are **no** known cost increases ahead that will bring revenues down into the range, then the review process will indicate that the Board pursue a decrease in fees, provide additional services for customers, or some combination of these.
- 4) If revenues and costs place the operating margin below the range, consideration is given to providing additional revenue, above the known and measurable costs, in a proposed increase to bring the estimated margin within the range. **(Note: this is the situation for this year’s fee review for the Distant Rural zone.)**

#### Effects of the Covid-19: Global Pandemic

In response to the viral pandemic, on March 23, 2020, Governor Kate Brown issued executive order 20-12. The order required all non-essential businesses to close and citizens to shelter in place. Declared as an essential service, solid waste collection in the County continued normal collection schedules. The only temporary suspension in service was the collection of bulky waste, which requires more than one person to collect.

Underscored by a Board of Commissioners emergency declaration, the franchised collectors joined PGE, Northwest Natural, and water/sewer service providers in a policy to continue service to those businesses and residences unable to pay their bill due to circumstances caused by the pandemic. As a result, the franchisees had higher than normal accounts with unpaid balances through part of 2020. In February 2021, the Board discontinued this provision of the County’s COVID-19 emergency declaration, allowing the franchisees to begin collecting on the unpaid balances. The recommended fee increases do not include any elements specifically intended to recover revenues lost from the COVID-19 pandemic.

Anecdotally, and not surprisingly, the shelter-in-place policy increased the amount of garbage and recycling coming from residences. Our collection companies also noticed that some residential customers shifted to larger garbage carts. The commercial sector saw a minor decline in services and revenue.

Some franchisees were able to secure US Small Business Administrative Paycheck Protection Program loans. The loans were used to keep employees, primarily drivers, on the payroll in

order to avoid layoffs and the associated challenges of hiring and training new drivers. At the end of this year's review, the PPP loans had not been forgiven and therefore are not accounted for as revenue.

### **Annual Fee Review and Proposed Fee Increases**

During the annual review process, franchisees submit detailed reports which are reviewed by staff and the contracted CPA. As questions arise, they are submitted to the franchisees for clarification. Site visits are conducted, as needed, to confirm the validity and accuracy of reported costs. County staff adjust or exclude reported costs as necessary to ensure the costs included in our review are appropriate.

As part of the review, we evaluate costs and test the impact of known costs and potential fee increases or decreases on the operating margins for each service zone, and for the system as a whole. For further details on the history of solid waste fees, refer to Attachments 3 and 4.

Our review of the allowable costs and revenues for 2020 showed that the margins for the Urban and Rural zones fell within the acceptable range at 10% and 9.1% respectively. The Distant Rural zone fell below the lower limit of the range at 5.6%. Across the analysis of all fee zones combined (which we term the 'composite') the revenues allowed a system-wide margin of 9.1%, as illustrated in *Attachment 1 (see the 2020 Adjusted table)*.

Looking at 2021, our system is incurring known and measurable increases in costs, described below. In order to maintain an operating margin within the acceptable range, our fee review recommends proposed fee increases, also described below, including the projected operating margin associated with the proposed increases.

#### *Proposed Fee Increase*

As part of the Annual Review, fee increases are recommended, as necessary, to maintain alignment with costs of the services and to meet the target margin. For the 2021 Review, proposed increases to fees are based on known and measurable cost increases in all zones, with an additional amount in the Distant Rural zones because the operating margin in that zone has fallen below the accepted range.

The three known and measurable cost increases of providing garbage and recycling services are:

1. Labor cost increases (wages, medical, pension, etc.) of 2.4%,
2. An increase to the Metro tip fee on disposed waste that will increase effective July 1, 2021, and represents a 17.1% increase to disposal costs; and
3. An increase to fuel costs of 25.7%.

If the Board approves a fee adjustment effective July 1, 2021 to account for these combined known and measurable increases, this action will result in:

- A \$1.35-\$2.00<sup>1</sup> per-month increase to a customer at the service level of weekly collection of a 35-gallon cart (which is the most common service level);
- \$1.36-\$1.76 per yard for commercial container service;
- \$4.50 to the drop box collection fee; and
- a projected system-wide composite operating margin of 9.26%.

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<sup>1</sup> The difference in the proposed rate increases reflects that rates are different per service zone.

**RECOMMENDATION:**

Staff respectfully recommends the Board of County Commissioners approve the attached board order adopting the Solid Waste Management Fee Schedule as recommended by the Solid Waste Commission and as identified on Exhibit A.

Sincerely,



Eben Polk  
Sustainability & Solid Waste Supervisor  
Attachments

For information on this issue or the attachments, please contact Rick Winterhalter at 503-742-4466 or [rickw@clackamas.us](mailto:rickw@clackamas.us).

Attachment 2 (Proposed Fee Changes 2021) details the current and proposed fees for garbage and recycling service across all zones, types of service, and service levels.

As an illustrative example, the tables below detail proposed fee changes for the most common types of residential, commercial and drop-box service. For the 35-gallon residential garbage service, this includes a table showing the current and proposed fees, a table detailing how each area of cost increases (e.g. labor, fuel, disposal) are contributing to the total proposed increase, and historical rates for this service back to 2014.

Example of Proposed Residential Fees and History – Tables 1-3

**Table 1. Current and proposed fees – Residential 35-gallon cart collected weekly**

Service Zone	Current Monthly Rate	Proposed Monthly Rate	\$ Change	% Change
Urban	\$33.70	\$35.05	\$1.35	4.0%
Rural	30.75	32.25	1.50	4.9%
Distant Rural	35.65	37.65	2.00	5.6%
Mountain	36.90	38.85	2.00	5.4%

**Note:** See Attachment 2 for all other service levels.

**Table 2. Components of the proposed fee increase across zones for a residential 35-gallon cart collected weekly.**

This table illustrates how labor, fuel, and disposal cost increases each contribute to the proposed fee increase.

Fee Component	Urban	Rural	Distant Rural/ Mountain
Labor	\$0.17	\$0.16	\$0.23
Fuel	\$0.09	\$0.21	\$0.29
Tip (Disposal) Fee	\$0.91	\$0.91	\$0.91
Revenue Shortfall			\$0.28
10% Margin & 5% Franchise Fee	\$0.21	\$0.23	\$0.30
<b>Proposed Increase</b>	<b>\$1.35</b>	<b>\$1.50</b>	<b>\$2.00</b>

**Table 3. Recent history of monthly rates for a residential 35-gallon cart collected weekly**

Service Zone	2014	2015	2016	2017	2018	2019	2020
Urban	\$28.90	\$29.95	\$30.05	\$30.05	\$32.55	\$33.15	\$33.70
Rural	25.60	26.25	26.35	26.35	29.35	30.20	30.75
Distant Rural	30.60	31.25	31.35	31.35	34.35	35.10	35.65
Mountain	31.85	32.50	32.60	32.60	35.60	36.35	36.90

Example of Proposed Commercial Fees – Tables 4-6

For commercial customers the tables below illustrate the current and proposed fees for the typical service of a 4-yard container, collected twice weekly, and for a drop box.

**Table 4. Current and proposed fees – Commercial 4 yard container service, collected twice a week**

Service Zone	Current Monthly Rate- 4 yd container 2x/week	Proposed Increase Per Cubic Yard	Proposed Monthly Rate: 4 yd container 2x/week	\$ Change per month	% Change
Urban	\$604.13	\$1.36	\$651.24	\$47.11	7.8%
Rural	756.23	1.50	808.19	51.96	6.9%
Distant Rural /Mountain	812.54	1.76	873.51	60.97	7.5%

**Table 5. Components of the proposed fee increase across zones for 1 cubic yard of commercial service.**

This table illustrates how labor, fuel, and disposal cost increases each contribute to the proposed fee increase.

Fee Components 1 Cubic Yard:	Urban	Rural	Distant Rural
Labor	\$0.06	\$0.10	\$0.12
Fuel	\$0.04	\$0.13	\$0.14
Tip (Disposal) Fee	\$1.05	\$1.05	\$1.24
Margin (10%) & Franchise Fee (5%)	\$0.20	\$0.22	\$0.26
<b>Proposed Increase</b>	<b>\$1.36</b>	<b>\$1.50</b>	<b>\$1.76</b>

**Table 6. Proposed Fees - Drop Boxes**

Open Box Size	Current Fee	Proposed Fee	\$ Change	% Change
10 and 20 cu. yard	\$155.00	\$159.50	\$4.50	2.9%
30 cu. yard	165.00	\$169.50	\$4.50	2.7%
40 cu. yard	175.00	\$179.50	\$4.50	2.6%

**Note:** The fees adopted by the Board for drop box service do not include the cost of disposal at a landfill or transfer station. The franchisees pass that cost through to the customer separately. (See Exhibit A for complete Proposed Fee Schedule)

**Fee Zone Summaries**

**2020 Adjusted**

	<b>Urban Total</b>	<b>Rural Total</b>	<b>Distant Rural Total</b>	<b>Total County</b>
<b>Collection &amp; Service Revenues</b>	<b>24,078,058</b>	<b>12,439,732</b>	<b>6,059,306</b>	<b>42,577,096</b>
<b>Direct Costs of Operations</b>	<b>18,390,220</b> % of revenue	<b>9,619,298</b> % of revenue	<b>4,782,141</b> % of revenue	<b>32,791,660</b> % of revenue
Disposal Expense	8,234,715 34%	3,912,754 31%	1,422,239 23%	13,569,708 32%
Labor Expense	4,985,192 21%	2,936,859 24%	1,803,761 30%	9,725,812 23%
Truck Expense	2,444,263 10%	1,579,078 13%	883,550 15%	4,906,890 12%
Equipment Expense	1,367,242 6%	435,293 3%	172,661 3%	1,975,196 5%
Franchise Fees	1,049,937 4%	525,042 4%	281,293 5%	1,856,271 4%
Other Direct Expense	308,872 1%	230,273 2%	218,637 4%	757,782 2%
<b>Indirect Costs of Operations</b>	<b>3,299,699</b>	<b>1,715,225</b>	<b>945,592</b>	<b>5,960,516</b>
Management Expense	840,953 3%	429,658 3%	192,784 3%	1,463,395 3%
Administrative Expense	919,199 4%	565,038 5%	399,202 7%	1,883,439 4%
Other Overhead Expenses	1,539,547 6%	720,529 6%	353,606 6%	2,613,682 6%
<b>Total Cost</b>	<b>21,689,919</b>	<b>11,334,523</b>	<b>5,727,733</b>	<b>38,752,176</b>
<b>Less Unallowable Costs</b>	<b>19,408</b>	<b>21,510</b>	<b>10,145</b>	<b>51,063</b>
<b>Allowable Costs</b>	<b>21,670,511</b>	<b>11,313,013</b>	<b>5,717,588</b>	<b>38,701,113</b>
<b>Franchise Income</b>	<b>2,407,547</b>	<b>1,126,719</b>	<b>341,718</b>	<b>3,875,984</b>
<b>Return on revenues</b>	<b>10.00%</b>	<b>9.06%</b>	<b>5.64%</b>	<b>9.10%</b>

**2021 Estimated Results**

	<b>Urban Total</b>	<b>Rural Total</b>	<b>Distant Rural Total</b>	<b>Total County</b>
<b>Collection &amp; Service Revenues</b>	<b>24,472,856</b>	<b>12,630,147</b>	<b>6,119,761</b>	<b>43,222,764</b>
<b>Rate Increase</b>	<b>503,164</b>	<b>253,673</b>	<b>198,929</b>	<b>955,767</b>
<b>Direct Costs of Operations</b>	<b>19,189,708</b>	<b>10,075,125</b>	<b>4,914,814</b>	<b>34,179,647</b>
Disposal Expense	8,815,303	4,198,264	1,485,268	14,498,835
Labor Expense	5,079,443	2,994,155	1,838,359	9,911,957
Truck Expense	2,497,393	1,651,278	927,087	5,075,757
Equipment Expense	1,367,242	435,293	172,661	1,975,196
Franchise Fees	1,121,455	565,864	272,802	1,960,121
Other Direct Expense	308,872	230,273	218,637	757,782
<b>Indirect Costs of Operations</b>	<b>3,310,543</b>	<b>1,722,857</b>	<b>949,974</b>	<b>5,983,375</b>
Management Expense	845,402	432,424	193,871	1,471,696
Administrative Expense	925,594	569,905	402,497	1,897,996
Other Overhead Expenses	1,539,547	720,529	353,606	2,613,682
<b>Total Cost</b>	<b>22,500,251</b>	<b>11,797,983</b>	<b>5,864,788</b>	<b>40,163,022</b>
<b>Less Unallowable Costs</b>	<b>44,950</b>	<b>21,510</b>	<b>10,145</b>	<b>76,605</b>
<b>Allowable Costs</b>	<b>22,455,301</b>	<b>11,776,473</b>	<b>5,854,643</b>	<b>40,086,417</b>
<b>Franchise Income</b>	<b>2,520,719</b>	<b>1,107,348</b>	<b>464,047</b>	<b>4,092,114</b>
<b>Return on revenues</b>	<b>10.09%</b>	<b>8.59%</b>	<b>7.34%</b>	<b>9.26%</b>

# Proposed Fee Changes 2021

Urban			Adjustment	
Current Fee	Service Level	Proposed	\$	%
\$ 29.70	20 gal Singlefamily	\$ 30.60	0.90	3.0%
\$ 33.70	32 gal	\$ 35.05	1.35	4.0%
\$ 43.40	60 gal	\$ 45.55	2.15	5.0%
\$ 50.55	90 gal	\$ 53.50	2.95	5.8%
\$ 15.45	On Call	\$ 16.30	0.85	5.5%
\$ 16.20	Monthly	\$ 17.05	0.85	5.2%
\$ 25.20	20 gal Multifamily	\$ 26.10	0.90	3.6%
\$ 29.20	32 gal	\$ 30.55	1.35	4.6%
\$ 29.75	35 gal Commercial	\$ 31.10	1.35	4.5%
\$ 41.35	60 gal	\$ 43.50	2.15	5.2%
\$ 44.40	90 gal	\$ 47.35	2.95	6.6%
\$ 7.45	Recycling Only	\$ 7.75	0.30	4.0%
\$ 6.05	YD Subscription	\$ 6.30	0.25	4.1%
\$ 4.50	YD 2nd Cart	\$ 4.70	0.20	4.4%
Urban			Adjustment	
Current Fee	Service Level	Proposed	Adjustment	%
\$ 104.35	1 yard weekly	\$ 110.24	5.89	5.6%
\$ 176.07	2 yard weekly	\$ 187.85	11.78	6.7%
\$ 344.40	2 yard 2x weekly	\$ 367.96	23.56	6.8%
\$ 604.13	4 yard 2x weekly	\$ 651.24	47.11	7.8%

Rural			Adjustment	
Current Fee	Service Level	Proposed	\$	%
\$ 26.80	20 gal Singlefamily	\$ 27.80	1.00	3.7%
\$ 30.75	32 gal	\$ 32.25	1.50	4.9%
\$ 42.55	60 gal	\$ 44.80	2.25	5.3%
\$ 48.45	90 gal	\$ 51.55	3.10	6.4%
\$ 15.90	On Call	\$ 16.85	0.95	6.0%
\$ 16.70	Monthly	\$ 17.65	0.95	5.7%
\$ 25.20	20 gal Multifamily	\$ 26.20	1.00	4.0%
\$ 29.10	32 gal	\$ 30.65	1.55	5.3%
\$ 30.75	35 gal Commercial	\$ 32.25	1.50	4.9%
\$ 42.55	60 gal	\$ 44.80	2.25	5.3%
\$ 48.45	90 gal	\$ 51.55	3.10	6.4%
\$ 10.30	Recycling Only	\$ 10.55	0.25	2.4%
Rural			Adjustment	
Current Fee	Service Level	Proposed	\$	%
\$ 120.57	1 yard weekly	\$ 127.07	6.50	5.4%
\$ 211.16	2 yard weekly	\$ 224.15	12.99	6.2%
\$ 409.47	2 yard 2x weekly	\$ 435.45	25.98	6.3%
\$ 756.23	4 yard 2x weekly	\$ 808.19	51.96	6.9%

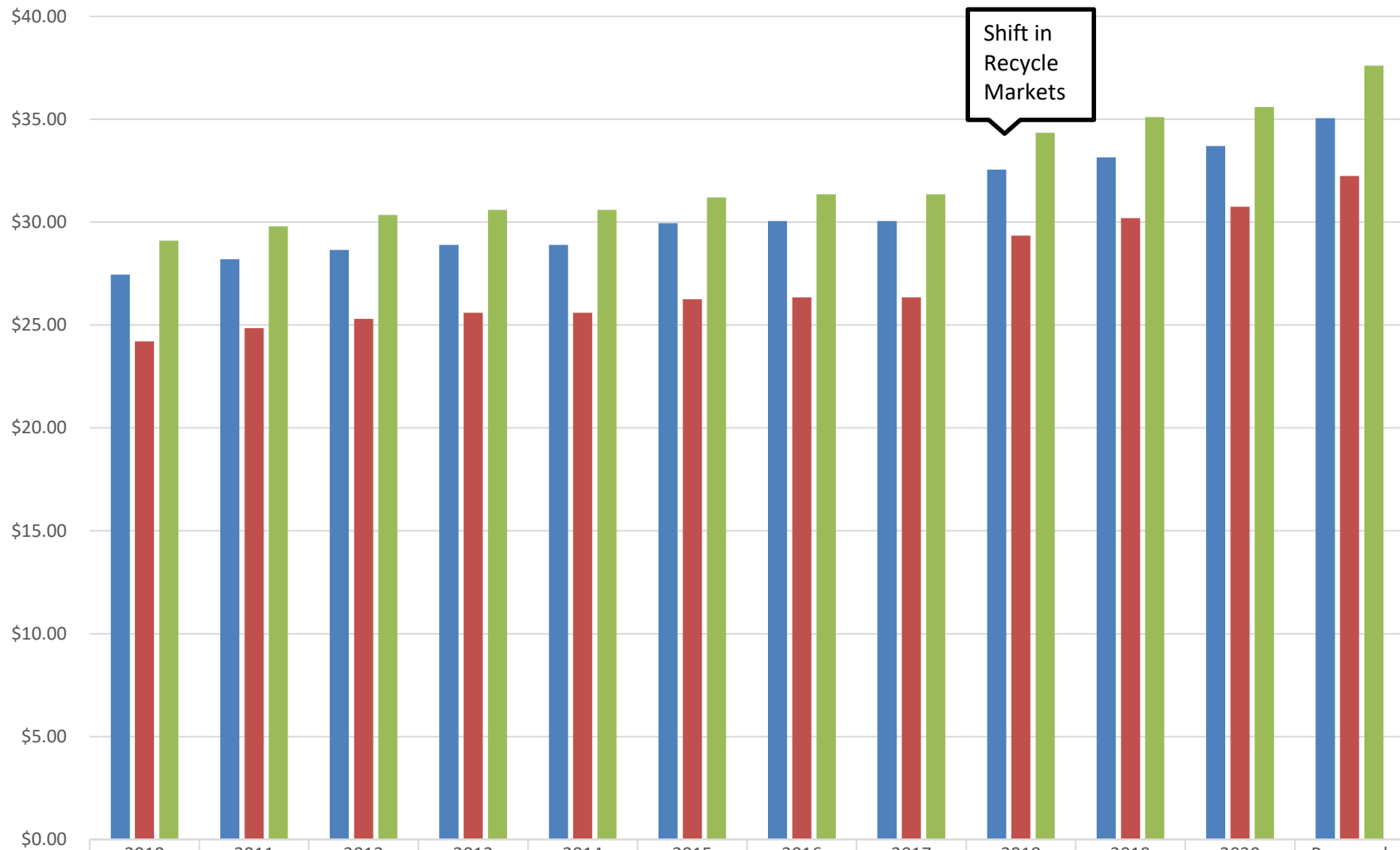
## Proposed Fee Changes 2021

Distant Rural			Adjustment	
Current Fee	Service Level	Proposed	\$	%
\$ 31.35	20 gal Singlefamily	\$ 32.85	1.50	4.8%
\$ 35.60	32 gal	\$ 37.60	2.00	5.6%
\$ 46.20	60 gal	\$ 48.95	2.75	6.0%
\$ 52.10	90 gal	\$ 55.70	3.60	6.9%
\$ 16.25	On Call	\$ 17.40	1.15	7.1%
\$ 18.35	Monthly	\$ 19.50	1.15	6.3%
\$ 29.75	20 gal Multifamily	\$ 31.25	1.50	5.0%
\$ 34.00	32 gal	\$ 36.00	2.00	5.9%
\$ 35.60	35 gal Commercial	\$ 37.60	2.00	5.6%
\$ 46.20	60 gal	\$ 48.95	2.75	6.0%
\$ 52.10	90 gal	\$ 55.70	3.60	6.9%
\$ 10.25	Recycling Only	\$ 10.55	0.30	2.9%
Distant Rural			Adjustment	
Current Fee	Service Level	Proposed	\$	%
\$ 134.83	1 yard weekly	\$ 142.45	7.62	5.7%
\$ 231.43	2 yard weekly	\$ 246.67	15.24	6.6%
\$ 441.75	2 yard 2x weekly	\$ 472.23	30.48	6.9%
\$ 812.54	4 yard 2x weekly	\$ 873.51	60.97	7.5%

Mountain			Adjustment	
Current Fee	Service Level	Proposed	\$	%
\$ 32.60	20 gal Singlefamily	\$ 34.10	1.50	4.6%
\$ 36.85	32 gal	\$ 38.85	2.00	5.4%
\$ 16.55	On Call	\$ 17.70	1.15	6.9%
\$ 18.65	Monthly	\$ 19.80	1.15	6.2%
\$ 31.00	20 gal Multifamily	\$ 32.50	1.50	4.8%
\$ 35.25	32 gal	\$ 37.25	2.00	5.7%
\$ 36.85	35 gal Commercial	\$ 38.85	2.00	5.4%
\$ 10.25	Recycling Only	\$ 10.55	0.30	2.9%
Mountain			Adjustment	
Current Rate	Service Level	Proposed	\$	%
\$ 153.88	1 yard weekly	\$ 161.50	7.62	5.0%
\$ 269.53	2 yard weekly	\$ 284.77	15.24	5.7%
\$ 517.96	2 yard 2x weekly	\$ 548.44	30.48	5.9%
\$ 964.96	4 yard 2x weekly	\$ 1,025.93	60.97	6.3%



35 gallon cart fees by zone



	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Proposed
Urban	\$27.45	\$28.20	\$28.65	\$28.90	\$28.90	\$29.95	\$30.05	\$30.05	\$32.55	\$33.15	\$33.70	\$35.05
Rural	24.20	24.85	25.30	25.60	25.60	26.25	26.35	26.35	29.35	30.2	30.75	32.25
Distant Rural	29.10	29.80	30.35	30.60	30.60	31.20	31.35	31.35	34.35	35.10	35.60	37.60

Urban Rural Distant Rural

**Solid Waste Collection  
Supporting Documents**

**July 1, 2021**

**Solid Waste Collection Fee Adjustment**

- ORS 459A.085(3) allows the Counties and Cities to “...displace competition with a system of regulated [integrated solid waste] collection service by issuing franchises which may be exclusive if service areas are allocated.”
- The State also provides to Cities and Counties the authority to assess fees that are adequate to provide necessary collection service and allow the recovery of the costs necessary to provide the opportunity to recycle.
- The Sustainability and Solid Waste program in the Department of Transportation and Development (DTD) is responsible for managing the County’s Integrated Solid Waste Collection System.
- One condition of maintaining a County franchise in good standing is:  
*On an annual basis submit production, sale and purchase records, which include income and expense statements, labor hours, truck hours, customer and receptacle counts, tonnage reports, and which may include, at the County’s option, financial statements and tax returns, for 12 month periods, beginning January 1 and ending December 31 of the previous year, for purposes of Solid Waste Management Fee review...(Clackamas County Solid Waste and Recycling Collection Services Administrative Regulations for Franchisee & Customer; Adopted 10/10/1994, Last amended 11/5/2009)*
- The County currently franchises 9 companies to collect solid waste. Of the 9 companies three are publicly traded corporations and six are locally owned Subchapter C corporations. Some of the franchises consolidate their annual reports, resulting in fewer reports than franchisees.
- The County has a contract with Bell & Associates, Inc. a consulting firm specializing in solid waste financial analysis, to perform an analysis of the data submitted.
- The information submitted by the individual franchises is consolidated to create a composite ‘franchisee’. Costs are adjusted to eliminate those allowed for tax purposes but not allowed for determining collection fees. This composite is used to analyze the financial health of the entire system.
- The County determines the systems’ health based on return on revenues. The county’s policy is to measure the health of the solid waste collection system within a range of 8-12% return on revenues. When the system falls within this range typically consideration is given to contractual labor increases and increases in disposal costs. Special circumstances, such as the addition of new programs or anticipated increases in expenses outside the control of the companies, may cause exceptions.

## **History of Fee Adjustments (copied from previous reports)**

### **July 1, 2020**

- Due to Covid, only known and measurable expenses and costs were considered, with the suggested adjustments provided to simply keep fees and real costs aligned. A thorough review, including site visits, was not performed. The summaries from this year are based only on reported numbers.

The three expenses that are known and measurable are:

- The Oregon Corporate Activity Tax (CAT), which went into effect on January 1, 2020, is imposed on companies who are doing business within the State. The tax is applied to Oregon taxable commercial activity, which is considered the total amount a business realized from transactions and activity in Oregon. The CAT is computed as \$250 plus 0.57% of a company's Oregon commercial activity of more than \$1 million. The composite tax rate for waste and recycling services within Clackamas County is calculated at 0.50% of revenue.
- Labor expense increases (wages, medical, pension, etc.) of 2.5%, and
- Metro Excise Tax increase of \$0.90 per ton of disposed waste is effective July 1, 2020, and represents a 0.46% increase to disposal expense, adding approximately \$0.05 to the monthly rate for a 35 gallon cart. (Attachment 2).

<b>Residential 35 gallon cart</b>	<b>Current Monthly Rate</b>	<b>Proposed Monthly Rate</b>	<b>\$ Change</b>	<b>% Change</b>
<b>Urban</b>	\$33.15	\$33.70	<b>\$0.55</b>	1.6%
<b>Rural</b>	30.20	30.75	<b>\$0.55</b>	1.8%
<b>Distant Rural</b>	35.10	35.65	<b>\$0.55</b>	1.5%
<b>Mountain Zone</b>	36.35	36.90	<b>\$0.55</b>	1.5%

<b>Fee Zone</b>	<b>Proposed increase Per Cubic Yard</b>	<b>Current fee: 4 yd container 2x/week</b>	<b>Proposed fee: 4 yd container 2x/week</b>	<b>\$ Change</b>	<b>% Change</b>
Urban	\$0.30	\$593.74	\$604.13	\$10.39	1.7%
Rural/Distant Rural /Mountain	\$0.35	\$800.42	\$812.54	\$12.12	1.5%

<b>Open Box</b>	<b>Current</b>	<b>July 1, 2020</b>	<b>\$Change</b>	<b>% Change</b>
<b>10 and 20 cu.yd</b>	\$150.00	<b>\$155.00</b>	\$5.00	3.2%
<b>30 cu.yd</b>	\$160.00	<b>\$165.00</b>	\$5.00	3.0%
<b>40 cu.yd</b>	\$170.00	<b>\$175.00</b>	\$5.00	2.9%

**July 1, 2019**

- The Metro Council has adopted an increase to the cost of yard debris disposal of \$6.38 per ton effective July 1, 2019. The cost to dispose garbage is not increasing.
- The cost of disposing yard debris is projected to increase by 6.7%.
- Additionally, labor, health benefits and the slight increase in yard debris disposal is considered in the proposed increase. Using the most common service level, the 32-gallon can/cart collected weekly, as an example the fee would increase from \$32.55 to \$33.15 per month (a \$0.60 increase) in the Urban fee zone. Residential customers in the Rural fee zone would see an increase of \$0.85 per month. The proposed increase for the Distant Rural and Mountain zones is \$0.75. All other classes of service follow similar proposed increases, relative to the 35 gallon cart.

<b>Residential 35 gallon cart</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>				
<b>Urban</b>	\$32.55	<b>\$33.15</b>	<b>\$0.60</b>	1.8%			
<b>Rural</b>	\$29.35	<b>30.20</b>	<b>\$0.85</b>	2.9%			
<b>Distant Rural</b>	\$34.35	<b>35.10</b>	<b>\$0.75</b>	2.2%			
<b>Mountain Zone</b>	\$35.60	<b>36.35</b>	<b>\$0.75</b>	2.1%			
<b>Recent History of Monthly 32-Gallon Cart / Can Fees</b>							
	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>Proposed</b>
<b>Urban</b>	\$28.90	\$28.90	\$29.95	\$30.05	\$30.05	\$32.55	<b>\$33.15</b>
<b>Rural</b>	25.60	25.60	26.25	26.35	26.35	\$29.35	<b>30.20</b>
<b>Distant Rural</b>	30.60	30.60	31.25	31.35	31.35	\$34.35	<b>35.10</b>
<b>Mountain</b>	31.85	31.85	32.50	32.6	32.6	\$35.60	<b>36.35</b>

- Increase for commercial container service reflecting the adjustments to labor, disposal and processing costs as mentioned above and a revenue adjustment to bring them into the range.

<b>Commercial Container Fee Monthly Increase</b>	
<b>Fee Zone</b>	<b>Per Cubic Yard</b>
Urban	\$0.20
Rural/Distant Rural/Mountain	\$0.50

- The returns in drop box service are below the targeted range. This is placing downward pressure on the composite returns. The Commission recommended an increase in general drop box service fees in 2017. Proposed increases to drop box services for 2019:

<b>Open Box</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
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<b>10 and 20 cu.yd</b>	<b>\$125.00</b>	<b>\$150.00</b>	<i>20.0%</i>	<i>\$25.00</i>
<b>30 cu.yd</b>	<b>\$145.00</b>	<b>\$160.00</b>	<i>10.3%</i>	<i>\$15.00</i>
<b>40 cu.yd</b>	<b>\$165.00</b>	<b>\$170.00</b>	<i>3.0%</i>	<i>\$ 5.00</i>

### May 1, 2018

- Note the 2 month early effective date.
- The County's collection system (and others across the state) has been impacted by an increase in the cost to process recyclables. Costs to process recyclables have increased 300-500% above the cost reflected in our current fees, and are expected to remain at this level for the time being.
- Analysis focused primarily on what was needed to capture the increasing processing costs in the future and a slight look back to the beginning of 2018.
- While the full annual review is not complete, we have reviewed the impact of increased processing costs, and known contractual increases in labor and disposal for the coming year. The Metro Council had their first hearing on March 15th of a recommended 2.6% increase in the cost of disposal (\$2.50 per ton) effective July 1, 2018. Labor costs are expected to rise by 4%.
- Reflecting known costs would result in an estimated increase of approximately \$2.50 to the monthly fee for a residential 35 gallon cart in the urban fee zone (from \$30.05/month), and \$1.50 per yard for urban commercial customers with container service (see Container Service table below). The rural zones would increase \$3.00 for a residential 35 gallon cart and container service would increase by \$2.00. All other fees would increase similarly.

### July 1, 2017

- The Metro Council has adopted a small decrease to the cost of disposal of \$1.30 per ton effective July 1, 2017.
- No change to cart and container fees is proposed for 2017. This year's analysis recognizes a slight decrease in cost of garbage disposal in the coming year. Other expenses will increase in the coming year but our past increases and efficiencies gained by the franchisees have allowed the system to finally move into the middle of the targeted range of returns.
- The returns in drop box service are driving overall returns below the targeted range for the composite. The last increase in general drop box service fees was adopted by the Board in 2013. Specifically, the last fee adjustment was approved in 2013 for the standard roll off service-both open box and compactors. In 2015 a separate fee was approved for lidded boxes. Staff recommends an increase to the drop box collection fees for drop box and compactor collection services. The following table illustrates the proposed increase to drop box services for 2017.

Open Box	Current	Proposed	Change	
<b>10 and 20 yd</b>	\$119.00	<b>\$125.00</b>	<i>5.0%</i>	<i>\$ 6.00</i>
<b>30 yd</b>	\$136.00	<b>\$145.00</b>	<i>6.6%</i>	<i>\$ 9.00</i>
<b>40 yd</b>	\$153.00	<b>\$165.00</b>	<i>7.8%</i>	<i>\$ 12.00</i>

<b>Lidded/Specialized 10/20 yard</b>	\$135.00	<b>\$150.00</b>	11.1%	\$ 15.00
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Compactor	Current	<b>Proposed</b>	Change	
<b>&lt;25 yards</b>	\$135.00	<b>\$150.00</b>	11.1%	\$ 15.00
<b>25-34 yards</b>	\$169.00	<b>\$189.00</b>	11.8%	\$ 20.00
<b>&gt;34 yards</b>	\$196.00	<b>\$218.00</b>	11.2%	\$ 22.00

- 
- Drop Box Collection from Industrial sites with Special Wastes required to be delivered to an appropriately permitted out of the region landfill

	Current	<b>Proposed</b>	Change	
10/20 Yards	\$119.00	\$161.00	40.3%	\$42.00
30 Yards	\$136.00	\$178.00	37.5%	\$42.00

- Food Scrap collection included in commercial container service under current fees without an additional increase.
- The fee increases presented are proposed to take effect on July 1, 2017.

### **July 1, 2016**

- Metro Council has approved an increase in the disposal fee by \$1.27 per ton effective July 1, 2016; increasing the tip fee to \$96.25. The current transaction fee, for customers with accounts (franchisees), is decreasing from \$3.00 to \$2.00. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.40 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$ 96.65 beginning July 1, 2016. This increase has been factored into the projections calculated in the financial review.
- This year's analysis recognizes a slight increase in cost of garbage disposal, and known increases in contractual labor. While other upward pressures on expenses exist, past increases have allowed the system to finally move into the middle of the targeted range of returns. The minimal increase is being proposed to keep the composite within the range. Disposal and labor represent almost 50% of the costs to provide service and staff believes it is important to stay current with providing revenues necessary to cover expenses.
- The fee adjustment presented is proposed to take effect on July 1, 2016. Staff is proposing an increase for the most common service level, the 32 gallon can/cart collected weekly, of \$0.10 per month across all fee zones. This represents an incremental adjustment of about 0.3%.. All other classes of service follow similar adjustments for disposal. (*See Fee Background attachment for history*)
- The following tables illustrate staff's current proposed fee adjustments necessary in each zone to continue the provision of solid waste collection services the public has come to

expect. The 32-35 gallon can/cart is the predominant service level. (See attachment *Composite Summaries for proposed changes to other service levels.*)

<b>32/35 gallon can/ cart</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Urban</b>	\$29.95	\$30.05	\$0.10
<b>Rural</b>	\$26.25	\$26.35	\$0.10
<b>Distant Rural</b>	\$31.25	\$31.35	\$0.10
<b>Mountain Zone</b>	\$32.50	\$32.60	\$0.10

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the adjustments to labor, disposal and processing costs as mentioned above.

<b>Fee Zone</b>	<b>Adjustment Per Cubic Yard</b>
<b>Urban</b>	\$0.09
<b>Rural</b>	\$0.09
<b>Distant Rural/Mountain</b>	\$0.09

- In 2013 the Solid Waste Commission approved bringing the commercial cart fees in the Rural, Distant Rural to parity with the residential cart fees. This was accomplished through incremental adjustments resulting with the 35 and 60 gallon commercial cart fees the same as residential services. An administrative oversight resulted in the 90 gallon commercial cart service not reaching parity this year. Bringing this service to parity with residential service will require an increase, in addition to the proposed disposal increase, of \$3.05 and \$3.40 for the Rural and Distant Rural zones respectively. This adjustment affects approximately 400 commercial customers. Staff recommends making the adjustment this year.

<b>32/35 gallon can/ cart</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Rural</b>	\$39.85	\$43.15	\$3.30
<b>Distant Rural</b>	\$43.40	\$47.05	\$3.65

**July 1, 2015**

- Metro Council has approved an increase in the disposal fee by \$1.65 per ton on July 1, 2015; increasing the tip fee to \$94.98. The ‘transaction fee’ of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$ 95.58 beginning July 1, 2015. This increase has been factored into the projections calculated in the financial review.
- A 30% increase in the cost of disposing yard debris has been factored into the projections.
- The cost to remove contaminants from recyclables has been on the rise in recent years while commodity prices respond to global market conditions. In quarter four of 2014 was the first period where there was not a positive return when delivering materials to the processor. Over the past few years the fee adjustments have calculated a decrease in the returns from recyclables. Because of recent issues at ports and lower markets for some materials, there has been zero revenue and a \$25.00 processing fee calculated for delivering recyclables to the processor.
- General inflation has not been applied.
- There has been an increase in the demand for lidded drop boxes by businesses employing best management practices for storm water management. Lids add equipment cost currently not included in the drop box fee structure. Boxes with lids or other specialty boxes require a round trip return to the business of origin. The drop box fee structure for compactors includes this in the fee structure, the open box fees do not. Therefore a monthly fee has been added to address the purchase and maintenance cost for the lid. The collection fee for small compactors will be applied to the lidded and specialized boxes.

<b>Open Drop Box-All Zones</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Lidded/Specialized box</b>	\$119.00	\$135.00	<i>\$16.00</i>
<b>Monthly Fee for Lid</b>	\$0.00	\$20.00	<i>\$20.00</i>

- After reviewing the production records submitted by the franchisees, and making agreed upon adjustments and applying known increases for the processing of yard debris and recyclables and the disposal of garbage, it has been determined that collection fee adjustments will need to be made in each of the collection zones for the coming year.
- The following tables illustrate staff’s current proposed fee adjustments necessary in each zone to continue the provision of solid waste collection services the public has come to expect. The 32-35 gallon can/cart is the predominant service level. (See attachments for proposed changes to other service levels.)



<b>32/35 gallon can/ cart</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Urban</b>	\$28.90	\$29.95	\$1.05
<b>Rural</b>	\$25.60	\$26.25	\$0.65
<b>Distant Rural</b>	\$30.60	\$31.25	\$0.65
<b>Mountain Zone</b>	\$31.85	\$32.50	\$0.65

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the adjustments to fuel and disposal costs as mentioned above.

<b>Fee Zone</b>	<b>Adjustment Per Cubic Yard</b>
<b>Urban</b>	\$0.47
<b>Rural</b>	\$0.47
<b>Distant Rural/Mountain</b>	\$0.47

### **July 1, 2014**

No Fee adjustment was made in 2014.

- Metro Council approved a decrease in the disposal fee by \$1.00 per ton on July 1, 2014; lowering the tip fee to \$93.33. The ‘transaction fee’ of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$93.93 beginning July 1, 2014. This increase has been factored into the projections calculated in the financial review.
- A 25% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past. Driver wages are increasing by 1.24% and health insurance for all employees was held flat this year.
- Last year fuel was projected to decrease by 1.21%. This year the projected adjustment is set at -1.76%.
- General inflation is anticipated to be 2.12%.

### **September 1, 2013**

- Metro Council has approved an increase in the disposal fee by \$0.49 per ton on September 1, 2013; raising the tip fee to \$94.33. The ‘transaction fee’ of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore

an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$94.93 beginning September 1, 2013. This increase has been factored into the projections calculated in the financial review.

- A 0% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past. Driver wages are increasing by 2.0% and health insurance for all employees was held flat this year.
- Last year fuel was projected to increase by 4.99%. This year the projected adjustment is set at -1.21%.
- Other costs have not been projected to increase.
- The following tables illustrate staff's current proposed fee adjustments necessary in each zone to continue the provision of solid waste collection services the public has come to expect. The 32-35 gallon can/cart is the predominant service level. (See attachments for proposed changes to other service levels.)

<b>32/35 gallon can/ cart</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Urban</b>	\$28.65	\$28.90	\$0.25
<b>Rural</b>	\$25.30	\$25.60	\$0.30
<b>Distant Rural</b>	\$30.35	\$30.60	\$0.25
<b>Mountain Zone</b>	\$31.60	\$31.85	\$0.25

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the adjustments to fuel, labor and disposal costs as mentioned above.

<b>Fee Zone</b>	<b>Adjustment Per Cubic Yard</b>
<b>Urban</b>	\$0.95
<b>Rural</b>	\$1.04
<b>Distant Rural/Mountain</b>	\$1.04

- In addition to the adjustment presented above, an additional adjustment to commercial carts is recommended. A historical differential has existed between the carts collected from residential and commercial customers, with commercial customers having a lower fee, except in the Rural zone. In the Urban area this differential can be attributed to the collection of yard debris from residential customers. However, in the rural, distant rural and mountain zones yard service is not offered in these zones. Staff is proposing this differential be equalized over the next three years.

<b>32/35 gallon can/ cart</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Rural</b>	\$25.35	\$25.60	\$0.25
<b>Distant Rural</b>	\$28.90	\$29.65	\$0.75

<b>Mountain Zone</b>	\$30.15	\$30.90	\$0.75
<b>60 gallon cart</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Rural</b>	\$35.80	\$36.30	\$0.50
<b>Distant Rural</b>	\$38.05	<b>\$39.30</b>	<b>\$1.25</b>
<b>Mountain Zone</b>	\$39.30	\$40.25	\$1.05

<b>90 gallon cart</b>	Current	Proposed	Change
<b>Rural</b>	\$38.40	\$38.90	\$0.50
<b>Distant Rural</b>	\$40.65	\$41.70	\$1.05
<b>Mountain Zone</b>	\$41.90	\$42.95	\$1.05

- Staff is recommending a slight adjustment in the hauling fees associated with open drop box service and for small compactors. Currently the composite earnings for the drop box falls below the acceptable range and has for several years. The system has seen an increase in use of lidded boxes as businesses attempt to avoid illegal dumping in their open drop boxes and adhere to storm water best management practices. The cost of new equipment along with the associated increases in labor expenses warrants this slight adjustment. The last increase on the haul portion of drop box fees was done in 2011.

<b>Open Drop Box-All Zones</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>10/20 Cubic Yards</b>	\$113.00	\$119.00	\$6.00
<b>30 Cubic Yards</b>	\$130.00	\$136.00	\$6.00
<b>40 Cubic Yards</b>	\$147.00	\$153.00	\$6.00

<b>Compactors-All Zones</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Less than 25 Cubic Yards</b>	\$128.00	\$135.00	\$7.00

### August 1, 2012

- Metro Council has approved an increase in the disposal fee by \$4.31 per ton on August 1, 2012; raising the tip fee to \$93.84. The 'transaction fee' of \$3.00 for account customers is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$94.44 beginning August 1, 2011. A 4.5% increase has been factored into the projections calculated in the financial review.
- A 0% increase in the cost of disposing yard debris has been factored into the projections.

- Other notable expenses are rising, but at a lower percentage in the recent past. Driver wages are increasing by 2.0% and health insurance for all employees was held flat this year.
- Fuel was projected to increase by 4.99%.
- Other costs have not been projected to increase.
- After reviewing the production records submitted by the franchisees, and making agreed upon adjustments and applying projected increases, it has been determined that collection fee adjustments will need to be made in each of the collection zones for the coming year.
- A monthly rent was applied to all customers with a permanent box on site. Past practice had been to apply rental based on frequency of service for both temporary (occasional) and permanent customers.

In August 2012 fees were adjusted upwards in all zones for all service types.

<b>32/35 gallon can/ cart</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Urban</b>	\$28.20	\$28.65	\$0.45
<b>Rural</b>	\$24.85	\$25.30	\$0.45
<b>Distant Rural</b>	\$29.80	\$30.35	\$0.55
<b>Mountain Zone</b>	\$31.05	\$31.60	\$0.55

An increase for container service based on cubic yard serviced was approved. This reflects the adjustments to fuel, labor and disposal costs as mentioned above.

<b>Fee Zone</b>	<b>Adjustment Per Cubic Yard</b>
<b>Urban</b>	\$2.62
<b>Rural</b>	\$2.82
<b>Distant Rural/Mountain</b>	2.77

### **August 1, 2011**

- Metro Council approved an increase in the disposal fee by \$3.68 per ton on August 1, 2011; raising the tip fee to \$89.53. The 'transaction fee' of \$3.00 for account customers is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$90.13 beginning August 1, 2011. This 4.3% increase has been factored into the projections calculated in the financial review.
- A 0% increase in the cost of disposing yard debris has been factored into the projections.

- Other notable expenses are rising, but at a lower percentage in the recent past.. Driver wages are increasing by 3.17% and health insurance for all employees is increasing by 12.86%.
- Last year fuel was projected as a negative 12.73%. This year a projected increase is at 30.86%.
- Other identified costs have been projected to increase at 3.17%.
- After reviewing the production records submitted by the franchisees, and making agreed upon adjustments and applying projected increases, it has been determined that collection fee adjustments will need to be made in each of the collection zones for the coming year.

<b>32/35 gallon can/ cart</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Urban</b>	\$27.45	\$28.20	\$0.75
<b>Rural</b>	\$24.20	\$24.85	\$0.65
<b>Distant Rural</b>	\$29.10	\$29.80	\$0.70
<b>Mountain Zone</b>	\$30.35	\$31.05	\$0.70

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the effects as mentioned above.

<b>Fee Zone</b>	<b>Adjustment Per Cubic Yard</b>
<b>Urban</b>	\$2.51
<b>Rural</b>	\$2.90
<b>Distant Rural/Mountain</b>	\$2.99

- Staff is also proposing a small increase to drop box service fees and an increase in the Urban Zone delivery fee to more accurately capture the costs associated with this service.

<b>Urban Zone</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Delivery Fee</b>	\$25.00	\$40.00	\$15.00

- The basic service charges for collecting and tipping a drop box/compactor have not changed since 2009. The following are the proposed changes to Open Drop Box and Compactor service in all zones.

<b>Open Drop Box-All Zones</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>10/20 Cubic Yards</b>	\$110.00	\$113.00	\$3.00
<b>30 Cubic Yards</b>	\$127.00	\$130.00	\$3.00
<b>40 Cubic Yards</b>	\$144.00	\$147.00	\$3.00

<b>Compactors-All Zones</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Less than 25 Cubic Yards</b>	\$125.00	\$128.00	\$3.00
<b>25-34 Cubic Yards</b>	\$165.00	\$169.00	\$4.00
<b>Greater than 35 Cubic Yards</b>	\$191.00	\$196.00	\$5.00

August 1, 2010

- A 0% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past.. Driver wages are increasing by 3.23% and health insurance for all employees is increasing by 9.83%.
- Last year fuel was projected as a negative 21.01%. This year a projected increase is at 12.73%, considerably lower than the 60% increase experienced 2 years ago.
- Other identified costs have been projected to increase at 3.04%.
- This year an unusual 30% increase in the PUC fees was experienced and expressed in the projections.
- Metro Council has approved an increase in the disposal fee by \$5.10 per ton on August 1, 2010; raising the tip fee to \$85.85. The ‘transaction fee’ of \$3.00 for account customers is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$86.45 beginning August 1, 2010. This 6.32% increase has been factored into the projections calculated in the financial review.

<b>32/35 gallon can/ cart</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Urban</b>	\$26.35	\$27.45	\$1.10
<b>Rural</b>	\$23.30	\$24.20	\$0.90
<b>Distant Rural</b>	\$28.20	\$29.10	\$0.90
<b>Mountain Zone</b>	\$29.45	\$30.35	\$0.90

Staff is proposing an increase for container service based on cubic yard serviced. The adjustment takes into consideration effects on costs as mentioned above.

<b>Fee Zone</b>	<b>Proposed per Yard Adjustment</b>
<b>All Zones</b>	\$1.62

The distances traveled to deliver and collect a box in this area of the County and the infrequency of service continues to have a tremendous impact on the cost of delivering service to the outlying portions of the County. Staff believes the best way to address this concern is to increase the mileage fee. The proposed changes is:

<b>Drop Box Mileage Fee</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Over 18 miles round trip</b>	\$2.70	\$4.70	\$2.00

August 1, 2009

**35 gallon cart:** Urban fees were increased by \$1.35; Rural by \$0.50; Distant Rural & Mountain by \$2.25. *(The 32/35 gallon service is the predominant service in the customer mix. Other fees were adjusted proportionally based on the 32-gallon fee.)*

**Container** Urban/Rural fees increased by \$1.59 and Distant Rural/Mountain fees increased by \$3.21 per cubic yard served.

**Drop Box:**

	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>Outside the Urban Zone</b>			
<b>Delivery Fee</b>	\$45.00	\$50.00	\$5.00
<b>Mileage Fee</b>	\$2.30	\$2.70	\$0.40

The basic service charges for collecting and tipping a drop box/compactor have not changed since 1993. The following were the changes made in 2009 to Open Drop Box service in all zones.

<b>Open Drop Box-All Zones</b>	<b>Current</b>	<b>Proposed</b>	<b>Change</b>
<b>10/20 Cubic Yards</b>	\$80.55	\$110.00	\$29.45
<b>30 Cubic Yards</b>	\$98.10	\$127.00	\$28.90
<b>40 Cubic Yards</b>	\$113.35	\$144.00	\$30.65

The compactor fees as developed in 1993 were priced on a per yard basis within particular size ranges. This practice seemed to be dated per review of the standard throughout the region which revealed a fixed price within a size range. After surveying the size of compactors in service the proposed size ranges were created. The fees are based on those assessed by the City of Milwaukie.

<b>Compactors-All Zones</b>	<b>Current Low-High</b>	<b>Proposed</b>	<b>Change Low-High</b>
<b>Less than 25 Cubic Yards</b>	\$91.95-135.60	\$125.00	\$33.05-(10.60)
<b>25-34 Cubic Yards</b>	\$141.25-171.70	\$165.00	\$23.75-(6.70)
<b>Greater than 35 Cubic Yards</b>	\$176.75-178.00	\$191.00	\$14.25-13.00

- ◆ September 1, 2008  
**35 gallon cart:** Urban fees were increased by \$1.00; Rural by \$1.45; DistantRural & Mountain by \$1.65.  
**Container** fees increased by \$1.47 per cubic yard served.  
**Drop Box:** Mileage increased to \$2.30.; Delivery charges -Urban increased from \$20 to \$25; All rural delivery from \$40 to \$45. Several incidental fees charged by most drop box companies were codified on the fee schedule, these include but are not limited to: wash out fee; dead head fee; clarified hourly increments.
- ◆ September 1, 2007  
Urban fees were increased by \$1.05. All other fee zones remained static.  
Yard Debris exemption program was eliminated. Those currently enrolled, “grandfathered” until leave County system regardless of address.
- ◆ July 1, 2006 Changes to Drop Box fees occurred for the first time since 1993.

<b>Rural Distant Rural</b>	<b>Current</b>	<b>Proposed &amp; Adopted</b>
Delivery Fee	\$20	\$40
Mileage Fee	\$1.70	\$2.00

- ◆ July 1, 2006 added the Mountain Zone to address increased services and collection challenges associated with this part of the County. Primarily the Mt. Hood area east of Rhondendron.
- ◆ There were no fee adjustments in 2005, although Metro did increase fees for disposal in September by 0.62% and other costs increased.



- ◆ On October 1, 2004 the following increases were made to residential and commercial services in each of the collection zones. *(The 32/35 gallon service is the predominant service in the customer mix. Other fees were adjusted proportionally based on the 32-gallon fee.):*

<b>32/35 gallon can/ cart</b>	<b>Current</b>	<b>Adopted 2004</b>	<b>Change</b>
<b>Urban</b>	\$21.10	\$21.55	\$0.45
<b>Rural</b>	\$19.50	\$19.90	\$0.40
<b>Distant Rural</b>	\$22.75	\$23.55	\$0.80

The changes in commercial container service were made on a per-yard basis. The following table shows the increase per yard in each of the fee zones.

<b>Fee Zone</b>	<b>Adopted per Yard Increase 2004</b>
<b>Urban</b>	\$1.75
<b>Rural</b>	\$1.75
<b>Distant Rural</b>	\$3.50

- ◆ In 2003 Metro increased the disposal fee but the County did not adopt a fee adjustment.
- ◆ In July 2002 the Board approved the following increases for 32-gallon can/cart service *(The 32-gallon service is the predominant service in the customer mix. Other fees were adjusted proportionally based on the 32-gallon fee.):*

<b>32/35 gallon can/cart</b>	<b>2002</b>
<b>Urban</b>	\$1.20
<b>Rural</b>	\$1.20
<b>Distant Rural</b>	\$2.70

- ◆ In 2001, residential and commercial fees were adjusted in the Urban zone only. Commercial containers fees were **decreased** 5-20%. The residential 32-gallon fee was increased by 11% (\$2.20) and residential customers were provided a large roller cart for yard debris collection service.

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

In The Matter of Approving the  
Clackamas County Fee Schedule  
for Waste and Recycling Collection  
Services to be uniformly applied by  
the Franchised Solid Waste  
Collection Companies



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

*Page 1 of 2*

**Whereas**, This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that an application has been received by the Solid Waste Commission for a Waste Management Fee adjustment for the franchised collectors, and

**Whereas** It further appearing to the Board that the Solid Waste Commission, at a meeting on May 20, 2021 reviewed the application and supporting data received by the Commission for a Waste Management Fee adjustment for the franchised solid waste collectors within the County, and made their findings as follows:

1. That a Waste Management Fee adjustment has been requested by the franchisees; and
2. That it is the County's responsibility to ensure the solid waste collection system recovers the cost of providing service; and
3. That no general operating cost adjustment in Waste Management Fees be established for infectious waste collection service; and
4. That operating costs such as labor, health insurance and fuel are increasing; and
5. That the Metro rate per ton on disposed waste is increasing effective July 1, 2021; and
6. That the Waste Management Fees be adjusted for a majority of the classes of residential and commercial can/cart service; for container collection service, for drop box service and for miscellaneous services in all fee zones as set forth in Exhibit A of this Order; and
7. That this request is just and reasonable under Chapter 10.03 of the Clackamas County Code; and

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

In The Matter of Approving the  
Clackamas County Fee Schedule for  
Waste and Recycling Collection  
Services to be uniformly applied by  
the Franchised Solid Waste Collection  
Companies



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

*Page 2 of 2*

**Whereas,** The Board having considered the investment in facilities and equipment; the services of management; methods of storage, collection, transportation and disposal; the length of haul to disposal facilities; the cost of the disposal; reasonable return to the owners of the business; the future service demands of the area or site which must be anticipated in equipment, facilities, personnel or land; extra charge for special pickups or pickups on days where service is not normally provided on a route; extra charges where the type of character of waste or solid waste, including but not limited to, wastes with peculiarly offensive odors, that requires special handling or service; the extra cost for providing the opportunity to recycle; and extra charges for providing janitorial services on the premises where service is provided; we do adopt the findings of the Solid Waste Commission as our own findings and do further find that the Waste Management Fee adjustments as set out herein are just, fair and reasonable; and

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

1. That the foregoing recommendations be adopted and that the franchised collectors be granted a Waste Management Fee adjustment, as shown on Exhibit A, according to the recommendations and made effective July 1, 2021.

**DATED** this \_\_\_\_ day of June, 2021

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

## Clackamas County Fee Schedule For Waste and Recycling Collection Services

Effective: July 1, 2021

U R B A N	<b>Residential Service</b>		<b>Monthly Fee</b>	<b>Fee per Pick Up</b>	<b>At House Service<sup>2</sup></b>	
	<b>Weekly Pick Up<sup>1</sup> - one cart each for garbage, yard debris and recycling</b>					
	20 gallon cart/can		\$ 30.60		\$ 34.10	
	32 gallon cart/can		\$ 35.05		\$ 38.55	
	60 gallon cart		\$ 45.55		N/A	
	90 gallon cart		\$ 53.50		N/A	
	Occasional extra garbage - 35 gallon			\$ 6.05	\$ 6.85	
	Occasional extra yard debris - 35 gallon			\$ 3.00		
	<b>Monthly Pick Up<sup>4</sup> - one cart/can of garbage; weekly recycling included</b>					
	32 gallon cart/can		\$ 17.05		\$ 17.95	
	Occasional extra garbage - 32 gallon			\$ 6.05	\$ 6.85	
	<b>On-Call Pick Up<sup>4</sup> - one cart/can of garbage</b>					
	32 gallon cart/can			\$ 16.30	N/A	
	<b>Other Services and Fees</b>					
	Recycling only - weekly		\$ 7.55		N/A	
	Yard debris subscription <sup>3</sup> - weekly		\$ 6.15		N/A	
	Yard debris Permanent 2nd Cart		\$ 4.60		N/A	
	Distance fees		Table 2			
	Terrain fee		\$ 3.65			
	<b>Multifamily Service - for shared containers see commercial fees.</b>					
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>					
	Central billing		20 gallon	\$ 26.10		\$ 28.10
			32 gallon	\$ 30.55		\$ 32.55
	Individual billing		20 gallon	\$ 27.70		\$ 29.70
			32 gallon	\$ 32.15		\$ 34.15
	Occasional extra garbage - 32 gallon				6.05	\$ 6.85
	Bulky waste - furniture, appliances etc.			Table 1		
	<b>Additional fees - see Tables 1 and 2</b>					

<sup>1</sup>Greater than one cart/can per week, use multiples of single cart/can fee.

<sup>2</sup> At House Service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be placed within 50 feet of curb/road). At House Service is not available for recycling or yard debris.

<sup>3</sup> Available to customers without weekly garbage service. Requires full year subscription. May be billed annually or monthly, depending on provider.

<sup>4</sup>Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

**Exhibit A**

Effective: July 1, 2021

<b>U R B A N</b>	<b>Commercial Containers</b> weekly recycling included						
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
		<b>1</b>	<i>Add'l</i>	<b>1 1/3</b>	<i>Add'l</i>	<b>1.5</b>	<i>Add'l</i>
	<b>1</b>	\$110.24	\$95.80	\$137.62	\$119.46	\$147.37	\$129.22
	<b>2</b>	\$212.73	\$185.50	\$267.53	\$233.80	\$287.01	\$251.02
	<b>3</b>	\$315.24	\$273.78	\$397.42	\$347.13	\$426.65	\$373.34
	<b>4</b>	\$417.73	\$364.92	\$527.32	\$461.07	\$566.25	\$494.87
	<b>5</b>	\$520.23	\$453.18	\$657.22	\$574.40	\$705.89	\$620.06
	<b>6</b>	\$622.72	\$543.50	\$787.12	\$687.04	\$845.51	\$741.00
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
		<b>2</b>	<i>Add'l</i>	<b>3</b>	<i>Add'l</i>	<b>4</b>	<i>Add'l</i>
	<b>1</b>	\$187.85	\$164.75	\$258.77	\$227.83	\$331.84	\$294.30
	<b>2</b>	\$367.96	\$323.69	\$505.07	\$445.74	\$651.24	\$577.46
	<b>3</b>	\$548.07	\$481.82	\$751.39	\$664.30	\$970.65	\$859.79
	<b>4</b>	\$728.18	\$637.61	\$997.71	\$884.92	\$1,290.05	\$1,139.51
	<b>5</b>	\$908.31	\$800.79	\$1,244.04	\$1,101.89	\$1,609.45	\$1,425.80
	<b>6</b>	\$1,088.42	\$957.16	\$1,490.34	\$1,315.56	\$1,928.85	\$1,708.39
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
		<b>5</b>	<i>Add'l</i>	<b>6</b>	<i>Add'l</i>	<b>8</b>	<i>Add'l</i>
	<b>1</b>	\$402.58	\$377.83	\$466.25	\$437.78	\$581.83	\$548.82
<b>2</b>	\$791.54	\$742.75	\$918.89	\$864.08	\$1,150.05	\$1,084.70	
<b>3</b>	\$1,180.51	\$1,105.52	\$1,371.51	\$1,284.08	\$1,718.26	\$1,620.78	
<b>4</b>	\$1,569.45	\$1,469.96	\$1,824.14	\$1,710.60	\$2,286.48	\$2,154.87	
<b>5</b>	\$1,958.43	\$1,837.36	\$2,276.78	\$2,136.74	\$2,854.70	\$2,681.98	
<b>6</b>	\$2,347.37	\$2,207.32	\$2,729.42	\$2,556.70	\$3,422.92	\$3,222.04	
<b>Commercial Carts/Cans<sup>1</sup> - monthly fee; weekly recycling included</b>							
<b>One Stop per Week</b>				<b>One cart/can</b>	<b>Two carts/cans</b>	<b>Each additional</b>	
32 gallon cart/can				\$31.10	\$60.00	\$26.90	
60 gallon cart				\$43.50	N/A	N/A	
90 gallon cart				\$47.35	N/A	N/A	
Occasional extra garbage - 32 gallon				N/A	N/A	\$5.00	
<b>Two Stops per Week</b>							
32 gallon cart/can - 2 stops/wk				\$61.60	\$118.90	\$27.55	
Occasional extra garbage - 32 gallon				N/A	N/A	\$5.00	
<b>Additional fees may apply - see Tables 1, 2 &amp; 3</b>							

<sup>1</sup>The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

**Exhibit A**

Effective: July 1, 2021

R U R A L	<b>Residential Service</b>		<b>Monthly Fee</b>	<b>Fee per Pick Up</b>	<b>At House Service<sup>2</sup></b>
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	20 gallon cart/can		\$27.80		\$31.30
	32 gallon cart/can		\$32.25		\$35.75
	60 gallon cart		\$44.80		N/A
	90 gallon cart		\$51.55		N/A
	Occasional extra garbage - 32 gallon			\$6.10	\$6.90
	<b>Monthly Pick Up<sup>3</sup> - one cart/can garbage; weekly recycling included</b>				
	32 gallon cart/can		\$17.65		\$18.55
	Occasional extra garbage - 32 gallon			\$6.10	\$6.90
	<b>On-Call Pick Up<sup>3</sup> - one cart/can of garbage</b>				
	32 gallon cart/can			\$16.85	N/A
	<b>Other Services and Fees</b>				
	Recycling only - weekly		\$10.55		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain fee		\$3.65		
	<b>Multifamily Service - for shared containers see commercial fees.</b>				
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	Central billing	20 gallon	\$26.20		\$28.20
		32 gallon	\$30.65		\$32.65
	Individual billing	20 gallon	\$27.80		\$29.80
		32 gallon	\$32.25		\$34.25
	Occasional extra garbage - 32 gallon			\$6.10	\$6.90
	Bulky waste - furniture, appliances etc.			Table 1	
	<b>Additional fees may apply - see Tables 1 and 2</b>				

<sup>1</sup>Greater than one cart/can per week, use multiples of single cart/can fee.

<sup>2</sup> At House service is when garbage carts/cans are picked up at house instead of roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

<sup>3</sup>Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

**Exhibit A**

Effective: July 1, 2021

R U R A L	<b>Commercial Containers</b> weekly recycling included						
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
		<b>1</b>	<i>Add'l</i>	<b>1 1/3</b>	<i>Add'l</i>	<b>1.5</b>	<i>Add'l</i>
	<b>1</b>	\$127.07	\$ 122.37	\$ 157.84	\$ 152.68	\$ 175.82	\$ 170.18
	<b>2</b>	\$244.70	\$ 236.10	\$ 305.44	\$ 296.14	\$ 340.37	\$ 330.27
	<b>3</b>	\$362.27	\$ 349.87	\$ 452.98	\$ 439.53	\$ 505.04	\$ 490.39
	<b>4</b>	\$479.90	\$ 463.65	\$ 600.66	\$ 583.01	\$ 669.60	\$ 650.40
	<b>5</b>	\$597.47	\$ 577.42	\$ 748.23	\$ 726.38	\$ 834.13	\$ 810.58
	<b>6</b>	\$724.55	\$ 699.80	\$ 906.00	\$ 879.11	\$ 1,009.96	\$ 980.71
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
<b>2</b>		<i>Add'l</i>	<b>3</b>	<i>Add'l</i>	<b>4</b>	<i>Add'l</i>	
<b>1</b>	\$224.15	\$ 217.70	\$ 319.37	\$ 311.37	\$ 413.50	\$ 404.05	
<b>2</b>	\$435.45	\$ 423.80	\$ 622.75	\$ 608.40	\$ 808.19	\$ 791.24	
<b>3</b>	\$646.55	\$ 629.70	\$ 926.16	\$ 905.31	\$ 1,202.90	\$ 1,178.45	
<b>4</b>	\$857.69	\$ 835.64	\$ 1,229.55	\$ 1,202.40	\$ 1,597.60	\$ 1,565.65	
<b>5</b>	\$1,068.95	\$ 1,041.65	\$ 1,532.91	\$ 1,499.06	\$ 1,992.23	\$ 1,952.68	
<b>6</b>	\$1,293.10	\$ 1,259.40	\$ 1,852.24	\$ 1,810.69	\$ 2,405.83	\$ 2,356.68	
<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>						
	<b>5</b>	<i>Add'l</i>	<b>6</b>	<i>Add'l</i>	<b>8</b>	<i>Add'l</i>	
<b>1</b>	\$506.52	\$ 495.77	\$ 601.45	\$ 589.10	\$ 782.99	\$ 768.29	
<b>2</b>	\$991.55	\$ 972.18	\$ 1,178.30	\$ 1,156.30	\$ 1,537.10	\$ 1,511.00	
<b>3</b>	\$1,476.56	\$ 1,448.56	\$ 1,755.04	\$ 1,723.39	\$ 2,291.13	\$ 2,253.63	
<b>4</b>	\$1,961.63	\$ 1,925.03	\$ 2,331.83	\$ 2,290.58	\$ 3,045.13	\$ 2,996.23	
<b>5</b>	\$2,446.60	\$ 2,401.40	\$ 2,908.64	\$ 2,857.74	\$ 3,799.23	\$ 3,738.83	
<b>6</b>	\$2,953.09	\$ 2,897.14	\$ 3,509.18	\$ 3,445.98	\$ 4,582.22	\$ 4,507.22	
<b>Commercial Carts/Cans<sup>1</sup> - monthly fee; weekly recycling included</b>							
				<b>One</b>	<b>Two</b>	<b>Each</b>	
<b>One Stop per Week</b>				<b>cart/can</b>	<b>carts/cans</b>	<b>additional</b>	
32 gallon cart/can				\$ 32.25	\$ 63.10	\$ 30.00	
60 gallon cart				\$ 44.80	N/A	N/A	
90 gallon cart				\$ 51.55	N/A	N/A	
Occasional extra garbage - 32 gallon				N/A	N/A	\$ 5.25	
<b>Two Stops per Week</b>							
32 gallon cart/can - 2 stops/wk				\$ 63.75	\$ 124.75	\$ 28.70	
Occasional extra garbage - 32 gallon				N/A	N/A	\$ 5.25	
<b>Additional fees may apply - see Tables 1, 2 &amp; 3</b>							

<sup>1</sup>The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

**Exhibit A**

Effective: July 1, 2021

<b>D I S T R I B U T I O N A L S E R V I C E</b>	<b>Residential Service</b>		<b>Monthly Fee</b>	<b>Fee per Pick Up</b>	<b>At House Service<sup>2</sup></b>
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	20 gallon cart/can		\$32.85		\$36.35
	32 gallon cart/can		\$37.60		\$41.10
	60 gallon cart		\$48.95		N/A
	90 gallon cart		\$55.70		N/A
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45
	<b>Monthly Pick Up<sup>3</sup> - one cart/can; weekly recycling included</b>				
	32 gallon cart/can		\$19.50		\$20.40
	Occasional extra garbage - 32 gallon			\$6.65	\$7.45
	<b>On-Call Pick Up<sup>3</sup> - one cart/can of garbage</b>				
	32 gallon cart/can			\$17.40	N/A
	<b>Other Services and Fees</b>				
	Recycling only - weekly		\$10.70		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain fee		\$3.65		
	<b>Multifamily Service - for shared containers see commercial fees.</b>				
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	Central billing	20 gallon	\$31.25		\$33.25
		32 gallon	\$36.00		\$38.00
	Individual billing	20 gallon	\$32.85		\$34.85
		32 gallon	\$37.60		\$39.60
	Occasional extra garbage - 32 gallon			\$6.65	\$7.45
	Bulky waste - furniture, appliances etc.			Table 1	
	<b>Additional fees may apply - see Tables 1, 2 &amp; 3</b>				

<sup>1</sup>Greater than one cart/can per week, use multiples of single cart/can fee.

<sup>2</sup> At House service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

<sup>3</sup>Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.



**Exhibit A**

Effective: July 1, 2021

D I S T R I B U T I O N S	<b>Commercial Containers</b> includes weekly recycling						
	<b>Stops/ Week</b>	<b>Monthly fee based on size in cubic yards</b>					
		<b>1</b>	<i>Add'l</i>	<b>1 1/3</b>	<i>Add'l</i>	<b>1.5</b>	<i>Add'l</i>
	<b>1</b>	\$142.45	\$ 137.75	\$ 175.59	\$ 170.43	\$ 194.79	\$ 189.14
	<b>2</b>	\$267.22	\$ 258.62	\$ 332.71	\$ 323.41	\$ 370.01	\$ 359.91
	<b>3</b>	\$391.91	\$ 379.51	\$ 489.75	\$ 476.30	\$ 545.39	\$ 530.74
	<b>4</b>	\$516.68	\$ 500.43	\$ 646.93	\$ 629.28	\$ 720.65	\$ 701.45
	<b>5</b>	\$641.38	\$ 621.33	\$ 804.02	\$ 782.17	\$ 895.90	\$ 872.35
	<b>6</b>	\$775.60	\$ 750.85	\$ 971.29	\$ 944.39	\$ 1,082.41	\$ 1,053.16
	<b>Stops/ Week</b>	<b>Monthly fee based on size in cubic yards</b>					
		<b>2</b>	<i>Add'l</i>	<b>3</b>	<i>Add'l</i>	<b>4</b>	<i>Add'l</i>
	<b>1</b>	\$246.67	\$ 240.22	\$ 349.01	\$ 341.01	\$ 450.28	\$ 440.83
	<b>2</b>	\$472.23	\$ 460.58	\$ 673.80	\$ 659.45	\$ 873.51	\$ 856.56
	<b>3</b>	\$697.60	\$ 680.75	\$ 998.61	\$ 977.76	\$ 1,296.76	\$ 1,272.31
	<b>4</b>	\$923.01	\$ 900.96	\$ 1,323.41	\$ 1,296.26	\$ 1,719.99	\$ 1,688.04
	<b>5</b>	\$1,148.54	\$ 1,121.24	\$ 1,648.16	\$ 1,614.31	\$ 2,143.16	\$ 2,103.61
	<b>6</b>	\$1,386.96	\$ 1,353.26	\$ 1,988.89	\$ 1,947.34	\$ 2,585.29	\$ 2,536.14
	<b>Stops/ Week</b>	<b>Monthly fee based on size in cubic yards</b>					
		<b>5</b>	<i>Add'l</i>	<b>6</b>	<i>Add'l</i>	<b>8</b>	<i>Add'l</i>
	<b>1</b>	\$550.43	\$ 539.68	\$ 652.50	\$ 640.15	\$ 848.31	\$ 833.61
	<b>2</b>	\$1,071.14	\$ 1,051.77	\$ 1,272.16	\$ 1,250.16	\$ 1,659.49	\$ 1,633.39
	<b>3</b>	\$1,591.81	\$ 1,563.81	\$ 1,891.69	\$ 1,860.04	\$ 2,470.59	\$ 2,433.09
	<b>4</b>	\$2,112.56	\$ 2,075.96	\$ 2,511.29	\$ 2,470.04	\$ 3,281.67	\$ 3,232.77
	<b>5</b>	\$2,633.19	\$ 2,587.99	\$ 3,130.90	\$ 3,080.00	\$ 4,092.83	\$ 4,032.43
	<b>6</b>	\$3,175.35	\$ 3,119.40	\$ 3,774.25	\$ 3,711.05	\$ 4,932.89	\$ 4,857.89
	<b>Commercial Carts/Cans<sup>1</sup></b> - monthly fee; weekly recycling included						
	<b>One Stop per Week</b>		<b>One cart/can</b>	<b>Two carts/cans</b>	<b>Each additional</b>		
	32 gallon cart/can		\$37.60	\$74.50	\$36.60		
60 gallon cart		\$48.95	N/A	N/A			
90 gallon cart		\$55.70	N/A	N/A			
Occasional extra garbage- 32 gallon		N/A	N/A	\$6.00			
<b>Two Stops per Week</b>							
32 gallon cart/can - 2 stops/wk		\$74.50	\$147.55	\$36.00			
Occasional extra garbage - 32 gallon		N/A	N/A	\$6.00			
<b>Additional fees may apply - see Tables 1, 2 &amp; 3</b>							

<sup>1</sup>The use of a cart and the type of customer using a cart for commercial waste shall be at the discretion of the collector.

**Exhibit A**

Effective: July 1, 2021

M O U N T A I N	<b>Residential Service</b>		<b>Monthly Fee</b>	<b>Fee per Pick Up</b>	<b>At House Service<sup>2</sup></b>
	<b>Weekly Pick Up<sup>1</sup> - one can of garbage and recycling</b>				
	20 gallon can		\$34.10		\$37.60
	32 gallon can		\$38.85		\$42.35
	Occasional extra - 32 gallon			\$6.65	\$7.45
	<b>Monthly Pick Up<sup>3</sup> - one can; weekly recycling included</b>				
	32 gallon can		\$19.80		\$20.70
	Occasional extra - 32 gallon			\$6.65	\$7.45
	<b>On-Call Pick Up<sup>3</sup> - one can of garbage</b>				
	32 gallon can			\$17.70	N/A
	<b>Other Services and Fees</b>				
	Recycling only - weekly		\$10.70		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain Fee		\$3.65		
	<b>Multifamily Service - for shared containers see commercial fees.</b>				
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	Central billing	20 gallon	\$32.50		\$34.50
		32 gallon	\$37.25		\$39.25
	Individual billing	20 gallon	\$34.10		\$36.10
		32 gallon	\$38.85		\$40.85
	Occasional extra - 32 gallon			\$6.65	\$7.55
	Bulky waste - furniture, appliances etc.			Table 1	
<b>Additional fees may apply - see Tables 1, 2 &amp; 3</b>					

<sup>1</sup>Greater than one can per week, use multiples of single can fee.

<sup>2</sup> Cans picked up at house instead of roadside or curb (must be within 50 feet of roadside or curb).

<sup>3</sup>Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

**Exhibit A**

Effective: July 1, 2021

M O U N T A I N	<b>Commercial Containers</b> includes weekly recycling						
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
		<b>1</b>	<i>Add'l</i>	<b>1 1/3</b>	<i>Add'l</i>	<b>1.5</b>	<i>Add'l</i>
	<b>1</b>	\$161.50	\$ 156.80	\$ 201.00	\$ 195.84	\$ 223.37	\$ 217.72
	<b>2</b>	\$305.32	\$ 296.72	\$ 383.51	\$ 374.21	\$ 427.17	\$ 417.07
	<b>3</b>	\$449.07	\$ 436.67	\$ 565.96	\$ 552.51	\$ 631.13	\$ 616.48
	<b>4</b>	\$592.89	\$ 576.64	\$ 748.54	\$ 730.89	\$ 834.96	\$ 815.76
	<b>5</b>	\$736.64	\$ 716.59	\$ 931.03	\$ 909.18	\$ 1,038.79	\$ 1,015.24
	<b>6</b>	\$889.91	\$ 865.16	\$ 1,123.71	\$ 1,096.81	\$ 1,253.88	\$ 1,224.63
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
		<b>2</b>	<i>Add'l</i>	<b>3</b>	<i>Add'l</i>	<b>4</b>	<i>Add'l</i>
	<b>1</b>	\$284.77	\$ 278.32	\$ 406.17	\$ 398.17	\$ 526.49	\$ 517.04
	<b>2</b>	\$548.44	\$ 536.79	\$ 788.11	\$ 773.76	\$ 1,025.93	\$ 1,008.98
<b>3</b>	\$811.91	\$ 795.06	\$ 1,170.08	\$ 1,149.23	\$ 1,525.38	\$ 1,500.93	
<b>4</b>	\$1,075.43	\$ 1,053.38	\$ 1,552.03	\$ 1,524.88	\$ 2,024.82	\$ 1,992.87	
<b>5</b>	\$1,339.06	\$ 1,311.76	\$ 1,933.94	\$ 1,900.09	\$ 2,524.20	\$ 2,484.65	
<b>6</b>	\$1,615.58	\$ 1,581.88	\$ 2,331.83	\$ 2,290.28	\$ 3,042.54	\$ 2,993.39	
<b>Commercial Cans</b> - monthly fee; weekly recycling included							
<b>One Stop per Week</b>				<b>One cart/can</b>	<b>Two carts/cans</b>	<b>Each additional</b>	
32 gallon can				\$38.85	\$77.00	\$37.85	
Occasional extra - 35 gallon				N/A	N/A	\$6.00	
<b>Two Stops per Week</b>							
32 gallon can - 2 stops/wk				\$77.00	\$152.55	\$37.25	
Occasional extra - 35 gallon				N/A	N/A	\$6.00	
<b>Additional fees may apply</b> - see Tables 1, 2 & 3							

**Table 1**

<b>Miscellaneous Services</b>			
<b>Bulky Waste</b> - appliances, furniture, etc.			
<i>Fee based on weight and special handling needs. If not easily accessible, hourly fee also applies.</i>			
Minimum fee	\$5.00		
Maximum fee	\$40.00		
Coolant removal fee	\$30.00	<i>Applies to items with refrigerant, (refrigerators, air conditioners, etc.) even if refrigerant is removed.</i>	
<b>Clean Up Containers</b>			
Each collection charged at 33% of regular container fee (see commercial containers).			
Handling fee*	\$20.00	<i>*only charged for first collection.</i>	
Container rent is charged when container is kept longer than 5 working days with no collection. <sup>1</sup>			
< 3 cubic yard	\$2.10	rent per day	
3 cubic yards	\$3.10	rent per day	
4 cubic yards	\$4.10	rent per day	
<i>For larger containers, see Drop Box, Table 4</i>			
<b>Tire Handling Fee</b> - charged in addition to disposal fees			
On rim	\$2.00		
Off rim	\$5.50		
<i>Tires greater than 18 inch diameter are subject to a special handling fee.</i>			
<b>Occasional Extra Garbage Bag</b>			
Light	\$3.00		
Heavy	\$5.05		
At House	<i>see "Occasional extra garbage" in each fee zone</i>		
<b>Hourly handling fee</b> - charged in addition to disposal fees			
1 truck, 1 person	\$73.00	per hour	
1 truck, 2 people	\$105.00	per hour	
<b>Other Fees</b>			
Gate fee	\$4.00		
Reinstatement fee	\$5.00	<i>When service is reinstated after it has been stopped for non-payment or if customer stops and starts service more than once in a calendar year.</i>	
Cart redelivery	\$10.00	<i>If cart picked up then service restarted within 12 months.</i>	

<sup>1</sup> Rent shall not exceed \$20.00 per container in a 30 day period.

**Exhibit A**

Effective: July 1, 2021

**Table 2**

<b>Distance Fees</b>	
<b>Distance</b>	<b>Monthly Fee</b>
3 - 50 feet	\$ 3.50
51 - 100 feet	\$ 5.10
101 - 200 feet	\$ 6.15
201 - 400 feet	\$ 7.20
401 - 800 feet	\$ 8.25
More than 800 feet	\$ 9.30

Distance fees apply when service is not curbside or roadside as defined.

Distances over 50 feet are considered drive-in only.

Fees for distances over 50 feet also apply to non-urban containers served off public roads.

**Table 3**

<b>Miscellaneous Container Fees</b>
<b>Overweight charges</b> will be applied to containers weighing over 275 pounds per cubic yard. The fee must be mutually agreeable to the customer and collector. The County will act as an arbitrator in the event of a dispute.
<b>Containers that have been compacted</b> are charged 2.2 times the regular container fee for the zone.
<b>Overweight compacted containers</b> weighing over 500 pounds per cubic yard will be charged this fee plus disposal for the excess weight.
<b>Container cleaning fee</b> will be charged for containers needing cleaning more than 2 times in a 12 month period. The fee is the actual cost of cleaning.
<b>Mileage fee</b> applies to Distant Rural and Mountain Fee Zones when containers are located over 26 miles round trip from a disposal site if there are less than seven (7) containers picked up per collection route.

**Table 4**

<b>Drop Boxes and Compactors</b> -Disposal, rental, mileage & other fees are additional	
<b>Open Drop Box</b>	
10-20 cubic yard	\$159.50
Lidded/Specialized-requiring deadhead roundtrip	\$184.50
30 cubic yard	\$169.50
40 cubic yard	\$179.50
<b>Compacted Drop Box</b>	
Less than 25 cubic yards	\$159.50
25 - 34 cubic yards	\$198.50
35 cubic yards and greater	\$227.50
<b>Industrial Special Waste Drop Box</b>	
10-20 cubic yard	\$170.50
30 cubic yard	\$187.50
<b>Other fees</b>	
<b>Rental Fee</b>	
Per day (after 2 working days at one site)	\$6.30
Per month (Occasional Customer collection of less than one load per week)	\$63.00
Per month (Permanent customer)	\$50.00
Per Month Equipment Fee: Lidded/Specialty Drop Box	\$20.00
<b>Delivery Fee<sup>1</sup></b>	
Urban zone	\$40.00
All other zones	\$50.00
<b>Mileage Fee</b>	
Per mile over 18 miles roundtrip from where the truck is stationed (if in Clackamas County, if not then from the Metro South Transfer Station) for a repeat customer and for over 18 miles of truck operation for a one-stop drop box customer.	\$4.70
<b>Multifamily Service Fee - additional fee for communities using compactors and drop boxes to collect garbage. Fee is charged per unit per month.</b>	
5-299 units	\$1.60
300 - 399 units	\$1.45
More than 399 units	\$1.40
<b>Incidental Service Fees</b>	
Stand by time - <i>waiting for box to be cleared, cars to be moved, etc.</i> <sup>2</sup>	\$7.00
Leveling load - <i>if driver must spend time leveling load to safely haul.</i> <sup>2</sup>	\$7.00
Wash out - <i>if requested by customer or box is contaminated.</i>	\$30.00
Compactor turn-around - <i>if repositioning required to enable collection and tip.</i>	\$40.00
Deadhead round trip: <i>specialized boxes that cannot be exchanged.</i>	\$25.00
Dry run - <i>if scheduled collection is prevented because box is blocked or customer is not ready.</i>	\$30.00

<sup>1</sup>For the occasional customer, the delivery charge shall be made for the first drop box at a given location within a 30-day period. For the repeat customer, the delivery charge shall be made for service at different locations.

<sup>2</sup>Charged in 5 minute increments.

Effective: July 1, 2021

**Table 5**

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



**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Clackamas County Supplemental Budget Resolution  
for Fiscal Year 2020-2021

Purpose/Outcomes	Public hearing for supplemental budget change for FY 2020-2021
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$6,646,390
Funding Source	Fund Balance, Federal and State Operating Grants, and Interfund Transfers
Duration	July 1, 2020-June 30, 2021
Previous Board Action/Review	Budget Adopted June 18, 2020 with amendments on <ul style="list-style-type: none"> <li>• December 3, 2020; and</li> <li>• February 25 2021</li> <li>• May 20, 2021</li> </ul>
Strategic Plan Alignment	Build public trust through good government by providing budget responsibility and transparency
Counsel Review	N/A
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> X 2. If no, provide brief explanation: This is a Budget item and does not require Procurement's involvement
Contact Person	Sandra Montoya, 503-742-5424

**BACKGROUND:**

Each fiscal year it is necessary to reduce or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with Oregon Local Budget Law ORS 294.433 - ORS 294.481, which allows for governing body approval of budget changes under qualified circumstances. The required notice has been published.

The effect of this resolution is an increase in revenues and appropriations of \$6,646,390.



Item	Resources	Original	Change	Revised	Requirement	Original	Change	Revised
<b>1 General Fund 100 - County Administration Department</b>								
	Revenues	2,114,351	-	2,114,351	Operating Expenses	2,528,899	130,000	2,658,899
	Interfund Transfer	280,508	130,000	410,508				
	<b>Revised Total Fund Resources</b>			<b>2,524,859</b>	<b>Revised Total Fund Requirements</b>			<b>2,658,899</b>
Comments:	General Fund - County Administration Department houses the temporary management position for the Courthouse Project. This adjustment reimburses County Administration with a transfer from the Capital Projects Fund 420.							
<b>2 General Fund 100 - Public Government and Affairs Department</b>								
	Revenues	4,294,770	-	4,294,770	Operating Expenses	5,038,930	(219,823)	4,819,107
	Beginning Fund Balance	-	113,544	113,544	Special Payments	-	333,367	333,367
	<b>Revised Total Fund Resources</b>			<b>4,408,314</b>	<b>Revised Total Fund Requirements</b>			<b>5,152,474</b>
Comments:	The General Fund - Public Government and Affairs Department is recognizing additional fund balance from Public, Educational, and Government (PEG) revenue and appropriating additional funding to the local cable access channels through special payments.							
<b>3 General Fund 100 - Assessors' Department</b>								
	Revenues	2,266,650	138,749	2,405,399	Operating Expenses	8,800,510	138,749	8,939,259
	<b>Revised Total Fund Resources</b>			<b>2,405,399</b>	<b>Revised Total Fund Requirements</b>			<b>8,939,259</b>
Comments:	The General Fund - Assessors' Department is recognizing Federal CARES revenue and appropriating for higher Operating Expenses.							
<b>4 Business and Economic Development Fund 208</b>								
	Fund Balance	3,329,796	-	3,329,796	Operating Expenses	3,972,342	-	3,972,342
	Revenues	9,482,843	2,700,986	12,183,829	Contingency	1,220,340	-	1,220,340
	Interfund Transfer	100,000	-	100,000	Special Payments	7,656,957	2,700,986	10,357,943
					Interfund Transfers	63,000	-	63,000
	<b>Revised Total Fund Resources</b>			<b>15,613,625</b>	<b>Revised Total Fund Requirements</b>			<b>15,613,625</b>
Comments:	The Business and Economic Development Fund is recognizing additional State of Oregon CARES revenue and appropriating for special payments to the business grants program.							
<b>5 Disaster Management Fund 209</b>								
	Fund Balance	497,326	-	497,326	Operating Expenses	4,864,415	2,732,000	7,596,415
	Revenues	2,916,141	2,732,000	5,648,141	Special Payments	615,000	-	615,000
	Interfund Transfer	2,065,948	-	2,065,948				
	<b>Revised Total Fund Resources</b>			<b>8,211,415</b>	<b>Revised Total Fund Requirements</b>			<b>8,211,415</b>
Comments:	The Disaster Management Fund is recognizing CARES Act funding and appropriating operating costs associated with COVID 19, Wildfires, and the Ice Storm events.							
<b>6 Behavioral Health Fund 241</b>								
	Beginning Fund Balance	8,580,519	-	8,580,519	Operating Expenses	21,226,520	(818,000)	20,408,520
	Revenues	17,742,650	-	17,742,650	Special Payments	1,230,142	853,000	2,083,142
	Interfund Transfers	806,401	-	806,401	Interfund Transfers	50,000		50,000
					Contingency	4,622,908	(35,000)	4,587,908
	<b>Revised Total Fund Resources</b>			<b>27,129,570</b>	<b>Revised Total Fund Requirements</b>			<b>27,129,570</b>
Comments:	The Behavioral Health Fund is transferring budget authority from Contingency to Operating Expenses for the purchase of a new car, and reducing Operating Expenses and increasing Special Payments for the Residential Treatment Services subrecipient agreement.							
<b>7 Community Development Fund 244</b>								
	Revenues	7,983,365	-	7,983,365	Operating Expenses	7,146,618	(750,000)	6,396,618
	Interfund Transfers	40,781	-	40,781	Special Payments	320,000	750,000	1,070,000
					Contingency	557,528	-	557,528
	<b>Revised Total Fund Resources</b>			<b>8,024,146</b>	<b>Revised Total Fund Requirements</b>			<b>8,024,146</b>
Comments:	The Community Development Fund is transferring budget authority from Operating Expenses to Special Payments.							

**8 Capital Projects Reserve Fund 420**

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Fund Balance	5,390,081	-	5,390,081	Operating Expenses	1,564,095	(130,000)	1,434,095
State Revenue	650,000	-	650,000	Capital Outlay	5,125,986	-	5,125,986
Interfund Transfers	650,000		650,000	Interfund Transfers	-	130,000	130,000
<b>Revised Total Fund Resources</b>			<b>6,690,081</b>	<b>Revised Total Fund Requirements</b>			<b>6,690,081</b>

Comments: The Capital Projects Fund is transferring budget authority from Operating Expense to Interfund Transfers to reimburse the costs for the Courthouse project management costs in the County Administration Department.

**9 Central Dispatch Fund 748**

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Fund Balance	2,050,388	-	2,050,388	Operating Expenses	8,500,300	1,022,111	9,522,411
Revenues	9,145,278	831,111	9,976,389	Special Payments	1,071,122		1,071,122
				Contingency/Reserve	1,624,244	(191,000)	1,433,244
<b>Revised Total Fund Resources</b>			<b>12,026,777</b>	<b>Revised Total Fund Requirements</b>			<b>12,026,777</b>

Comments: Recognizing funding from CARES, Oregon Department of Forestry and State 911 Tax and reducing Contingency and appropriating higher Operational costs associated with COVID 19, Wildfires and Ice Storm events.

**RECOMMENDATION:**

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

Sincerely,

Elizabeth Comfort  
Finance Director

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

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget and Making to Appropriations  
for Fiscal Year 2020-21



Resolution Order No. \_\_\_\_\_  
*Page 1 of 1*

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

WHEREAS, a supplemental budget for the period of July 1, 2020 through June 30, 2021, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 24, 2021.

WHEREAS; the funds being adjusted are:

- . General Fund – County Administration
- . General Fund – Public Government and Affairs
- . General Fund – Assessors
- . Business and Economic Development Fund
- . Disaster Management Fund
- . Behavioral Health Fund
- . Community Development Fund
- . Capital Projects Reserve Fund
- . Central Dispatch Fund;

It further appearing that it is in the best interest of the County to approve this change in appropriations for the period of July 1, 2020 through June 30, 2021.

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

Pursuant to its authority under OR 294.433 – ORS 294.481, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this 24th day of June 2021

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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






# FINAL-June 24 2021 Supplemental Resolution Order

Final Audit Report

2021-06-10

Created:	2021-06-09
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAakhZhJc9IWWxhkaXO6uoGyi_vX2iI8Gsm

## "FINAL-June 24 2021 Supplemental Resolution Order" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)  
2021-06-09 - 11:45:45 PM GMT- IP address: 73.25.146.220
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature  
2021-06-09 - 11:46:01 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)  
2021-06-10 - 2:03:01 PM GMT- IP address: 73.11.77.31
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)  
Signature Date: 2021-06-10 - 2:08:56 PM GMT - Time Source: server- IP address: 73.11.77.31
-  Agreement completed.  
2021-06-10 - 2:08:56 PM GMT



June 24<sup>th</sup>, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approve Resolution for Bid Exemption and Authorization to use the CM/GC RFP Procurement Method for Oak Lodge and Gladstone Community Project**

<b>Purpose/Outcome</b>	Public hearing before the Board of County Commissioners and Approval of Resolution for the Proposed Exemption and Authorization to use the Request for Proposals (RFP) procurement method to obtain a Construction Manager/General Contractor (CM/GC) for the Oak Lodge and Gladstone Community Project.
<b>Dollar Amount and Fiscal Impact</b>	The project has a preconstruction budget for the CM/GC of approximately \$150,000. Oak Lodge and Gladstone Library total project cost is estimated at \$19,800,000.
<b>Funding Source</b>	Oak Lodge/Gladstone Library Funds
<b>Duration</b>	Through April 2024
<b>Previous Board Action/Review</b>	<ul style="list-style-type: none"> <li>• Board Order 85-1221 entitles the Library Board of Trustees to conduct studies to recommend to the BCC appropriate sites for the location of the library building or satellite facilities.</li> <li>• Oct. 16, 2017: The County and the City of Gladstone enter into a Settlement Agreement which requires the County to construct and operate two library facilities, one in the City of Gladstone and one in unincorporated Clackamas County.</li> <li>• Sept. 26, 2019: Board approves a contract between Business and Community Services (BCS) and Opsis for the North Clackamas Parks and Recreation District (NCPRD) Concord Property, Oak Lodge Library and Gladstone Library planning processes.</li> <li>• Nov. 14, 2019: Board approves an Intergovernmental Agreement (IGA) between Clackamas County and the City of Gladstone for library construction and operations which included milestones for the Gladstone Library project.</li> <li>• Jan. 14, 2021: Board approves the Concord and Gladstone master plan reports and approved staff working with community and consultants to complete design and engineering for the library on the Concord Property and the Gladstone Library.</li> <li>• Jan. 14, 2022: Board, acting as the Board of Directors of NCPRD, approves the Concord master plan reports and approves staff working with community and consultants to complete design and engineering for the NCPRD portions of the Concord Property.</li> <li>• March 9, 2021: Board, and the Board acting as the Board of Directors of NCPRD, approve staff moving forward with the Opsis contract amendment.</li> <li>• April 1, 2021: Board, and the Board acting as the Board of Directors of NCPRD, approve Opsis contract amendment #2 for the Oak Lodge and Gladstone Libraries.</li> </ul>

	<ul style="list-style-type: none"> <li>• May 13, 2021: Board, and the Board acting as the Board of Directors of NCPRD, approve the purchase and sale agreement between NCPRD and Brolin for a land parcel at the Concord Site.</li> <li>• June 8, 2021: BCC approves CM/CG findings to move to 6/24/2021 Consent Agenda.</li> </ul>
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities.</li> <li>• Promote a <i>Healthy and Active Lifestyle</i> by providing a park and community center with spaces to be active.</li> <li>• Designed with a lens of <i>Equity, Diversity and Inclusion</i> by engaging diverse audiences and maximizing access to a library, park and recreation that are near public transportation.</li> <li>• Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by building near alternative modes of transportation and building sustainable projects using photovoltaic panels for power to reduce future operating costs.</li> </ul>
<b>Counsel Review</b>	<ol style="list-style-type: none"> <li>1. Date of Counsel review: 6/8/2021</li> <li>2. Initials of County Counsel performing review: ARN</li> </ol>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was the item processed through Procurement? yes X no <input type="checkbox"/></li> <li>2. If no, provide brief explanation:</li> </ol>
<b>Contact Person</b>	Allegra Willhite, BCS Deputy Director, 503-201-4321 Jason Varga, Project Manager, 503-351-4012
<b>Contract No.</b>	N/A

**Background:**

Business and Community Services (BCS) is requesting an exemption from the traditional competitive procurement process and authorization to use the Request for Proposals (RFP) procurement method to obtain a Construction Manager/General Contractor (CM/GC) for the Gladstone Library, Oak Lodge Library, NCPRD administrative offices, community center and park.

The public hearing satisfies requirements under ORS 279C.335 to provide notice and the opportunity for a public hearing for the purpose of taking comments on the draft findings for an exemption to use the RFP method to retain a construction contractor in a CM/GC project delivery method. Clackamas County Procurement placed a public notice on the Oregon Procurement Information Network (ORPIN) on June 10, 2021, and with the Business Tribune online edition and print version on June 10, 2021, which included the date and time of a public hearing to take place before the Board.

The Oak Lodge and Gladstone Community Project is made up of three interrelated projects:

1. The redevelopment of the NCPRD Concord Property, a six-acre site at 3811 Concord Road in Oak Lodge, as a new community center, park and NCPRD administrative offices;
2. A library located on the Concord Property to serve the residents of the Oak Lodge Library service area, and
3. A new library building at 525 Portland Ave. in the City of Gladstone to serve residents of the Gladstone Library service area.

The project has a budget of approximately \$150,000 for CM/GC preconstruction services. The total project cost for the NCPRD Administrative Offices, Community Center and Park is estimated at \$23,800,000. The total project cost of the Oak Lodge and Gladstone Libraries is \$19,800,000. These totals include direct construction costs as well as indirect construction costs (such as design, engineering, permitting, CM/GC preconstruction services, furniture and equipment). The

RFP will solicit a CM/GC for Phase I Preconstruction and Phase II Construction; however, only Phase I Preconstruction is authorized until a later amendment sets a Guaranteed Maximum Price and full project funding is authorized.

### **CM/GC Method**

The CM/GC procurement method is an alternative contracting method in which the owner hires the construction contractor to provide feedback during the design phase before construction. The general benefits of this method include fostering innovation, mitigating risk, improving design quality, improving cost control, and optimizing construction schedules and logistics.

The alternative procurement process offers safeguards for cost control of the project, including involvement by the construction contractor from design development through construction documents and construction cost development process, as well as limiting change orders. The Request for Proposals process also adds safeguards, as it allows the agency to consider cost as well as experience and expertise in completing similar projects when selecting the most advantageous contractor for the project.

Specifically, CM/GC is the preferred project delivery methodology for this project for several reasons, including:

- the need for cost control (see more details below);
- the multi-faceted nature of the proposed scopes of work;
- the priority to optimize the construction schedule to coordinate various funding sources, and to minimize closure of the Concord community center;
- the specialized expertise required to address the unique needs of modern libraries and the varied and technical aspects of the project, and
- the emphasis on sustainable design and providing public spaces and community enrichment services to residents, businesses, visitors and partners so they can thrive in healthy and vibrant communities.

**Cost Control:** More specifically, the anticipated cost savings from the CM/GC approach result from the following:

1. An accelerated project timeline that will assist BCS in quickly addressing the critical scope of work items and meet critical financial milestones required by third parties, and lessens the risk of material/labor cost inflation.
2. Provides both management and construction of the site improvements, which enables the project to select the cost-effective construction methods, sequencing and phasing that best meet project goals.
3. Allows BCS to evaluate alternative approaches and make changes before construction documents are finalized. This allows BCS to find more optimal solutions within the time and resource constraints.
4. Allows use of real-time market pricing to more accurately assess design options and maximize opportunities for value engineering, resulting in cost savings that cannot be achieved by the standard competitive-bid process.
5. Close working relationship between the designer, CM/GC and BCS during preconstruction and construction, with the contractor directly involved in value engineering evaluations with the design team. Resolution of construction conflicts or deficiencies is the responsibility of the CM/GC. Together, these conditions help BCS minimize costly change orders and claims during construction, while optimizing project value.

6. The opportunity to establish a Guaranteed Maximum Price (GMP) cooperatively with the CM/GC team, in order to establish a fixed total project cost and budget before construction begins, and reduce change orders and additional costs during construction.
7. Reduce BCS and NCPRD administrative burden by conducting one solicitation for the project, as opposed to conducting multiple solicitations for a design/ bid/ build approach.
8. Constructing the Gladstone and Concord construction concurrently to allow for shared project management cost by the CM/GC.

In summary, BCS believes the unique nature of this project makes it appropriate for an exemption from the standard bidding process and ideally suited for approval to use the RFP procurement process to retain the services of a CM/GC.

### **COMPETITIVE PROCESS**

Once approved to use the CM/GC process, the following competitive process will be used to select the CM/GC contractor:

1. Publicly advertise a RFP;
2. Select the contractor through an evaluation process conducted by an evaluation committee that considers qualifications, construction team experience, and demonstration of project understanding.
3. The Selection Committee recommends the award to the Board of County Commissioners and NCPRD Board of Directors for their approval. Upon approval, a notice of intent to award will be published. It will include a lump-sum cost proposal for Phase I preconstruction services and a CM/GC fee proposal for Phase II construction costs.

### **NEXT STEPS**

- Develop and issue a CM/GC RFP (July 2021).
- Select CM/GC and issue contract for Phase I preconstruction services (September 2021).
- Work on an Intergovernmental Agreement (IGA) between NCPRD and the Oak Lodge Library to outline shared capital and operational expenses and procedures (ongoing – summer 2021).
- Begin construction (spring 2022).

### **RECOMMENDATION:**

Adopt the resolution approving a contract-specific exemption for the project that permits use of the CM/GC delivery method, and permit use of the competitive RFP process to select a CM/GC contract.

### **ATTACHMENT:**

1. Draft Findings

Respectfully submitted,



Sarah Eckman, Interim Director  
Business and Community Services



## **Oak Lodge and Gladstone Community Project**

### ***FINDINGS IN SUPPORT OF USE OF REQUEST FOR PROPOSALS AND ALTERNATIVE CONTRACTING METHODS***

These Findings are for the approval of the use of an alternative contracting method so Business and Community Services (“BCS”) may utilize the request for proposals (“RFP”) competitive process to retain a construction contractor in a Construction Manager/General Contractor (“CM/GC”) project delivery method for the Oak Lodge Gladstone Community Project (“Project”).

#### **A. Alternative Contracting Exemption under Oregon Law**

Oregon law requires all contracts for public improvement projects to be based on competitive bids unless the local contract review board grants an exemption under LCRB C-049-0600 and ORS 279C.335. ORS 279C.400 permits a contracting agency to solicit and award public improvement contracts through a Competitive Proposal Process when an exemption is granted under ORS 279C.335. To grant an exemption, ORS 279C.335 requires the public contract review board to approve two findings submitted by the agency: (1) that the exemption is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition; and (2) awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency.

ORS 279C.335(2) provides that an exemption may be granted to “a public improvement contract or a class of public improvement contracts” if the described findings are approved.

For public improvement projects, ORS 279C.330 and 279C.335 provide that the agency must consider the type, cost and amount of the contract(s) and information regarding the following:

- a. Operational, budget and financial data;
- b. Public benefits;
- c. Value engineering;
- d. Specialized expertise required;
- e. Public safety;
- f. Market conditions;
- g. Technical complexity; and
- h. Funding sources.

The local contract review board also is required to consider the following items when evaluating whether award of a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency:

- a. How many persons are available to bid;
- b. The construction budget and the projected operating costs for the completed public improvement;
- c. Public benefits that may result from granting the exemption;
- d. Whether value engineering techniques may decrease the cost of the public improvement;
- e. The cost and availability of specialized expertise that is necessary for the public improvement;
- f. Any likely increases in public safety;
- g. Whether granting the exemption may reduce risks to the contracting agency or the public that are related to the public improvement;
- h. Whether granting the exemption will affect the sources of funding for the public

- improvement;
- i. Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
  - j. Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;
  - k. Whether the public improvement involves new construction or renovates or remodels an existing structure;
  - l. Whether the public improvement will be occupied or unoccupied during construction;
  - m. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
  - n. Whether the contracting agency or state agency has and will use contracting agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

## **B. Background Information**

In October 2017, Clackamas County (the County) and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries – a 6,000-square-foot facility in the City of Gladstone and an approximately 19,500-square-foot facility in the Oak Lodge Library service area. The agreement called for a “one library, two building” approach, with both libraries operated by the County to achieve economies of scale and best provide library services to the Oak Lodge and Gladstone service areas.

In a similar timeframe to this settlement agreement, NCPRD and the North Clackamas School District (NCSD) entered a strategic partnership to acquire three NCSD properties, including the Concord Elementary School (Concord Property) in Oak Grove. Since Oak Lodge Library and NCPRD are both divisions of the County’s Business and Community Services Department, it was decided to pool resources and use time and money efficiently by creating a joint process to plan for the Concord Property and the Oak Lodge and Gladstone libraries. A process outline was approved by the Clackamas County Board of County Commissioners (BCC) in 2018.

These decisions led to the Oak Lodge and Gladstone Community Project (OLGCP), a comprehensive planning effort for the Gladstone and Oak Lodge libraries, and NCPRD divisions of the County’s Business and Community Services Department (BCS).

Together, they developed a vision for a new library for the Gladstone service area, and a new library, community center, park and NCPRD administrative offices for the Oak Grove/Jennings Lodge community. Opsi Architecture and Johnston Architects, with their consultant team, are leading the planning and design efforts for both projects. The effort is guided by the Gladstone Community Library Planning Task Force and the Concord Property and Library Planning Task Force, who serve as ambassadors of community interests.

In January 2021, this process produced a pair of simultaneous Master Plan Reports, summarizing the collective, collaborative effort between the design team, task forces, community, and staff to recommend preferred scenarios to the Board of County Commissioners (BCC).

To advance the two projects, the master planning team engaged the community to deliver a master plan

for a new 6,000-square foot Gladstone Library to serve residents of the Gladstone service area at the location of the former Gladstone City Hall at 525 Portland Ave, Gladstone, OR 97027, which is the corner of Portland Avenue and E. Dartmouth Street.

The master planning team also engaged the community to create a master plan for a 47,600 square foot facility to house a new community center, park, and NCPRD administrative offices for District residents to be located at the site of the former Concord Elementary School (Concord Property) in Oak Grove, at approximately 3811 SE Concord Rd. Milwaukie, OR 97267. In addition, they recommended the Concord Property for a new 19,500-square foot Oak Lodge Library to serve the Oak Lodge Library service area.

### **Project Descriptions:**

At the conclusion of the Master Planning process, the following project plans emerged:

**Gladstone Library.** The consensus plan includes a new 6,000-square foot library at the corner of Portland Avenue and E. Dartmouth Street, the site of the former Gladstone City Hall. The program includes spaces to meet the following needs:

- Flexible meeting space
- Dedicated areas for children and teens
- Private tutoring/meeting rooms
- Library Foundation sale and work areas
- Designated primary service point
- Book-drop with exterior access
- Holds area
- Self-check and public-access computers
- General collection area with reading and lounge spaces
- Staff workroom and support
- Convenient public restrooms
- Public computer area

**Concord Property and Oak Lodge Library.** The master plan for this 5.94-acre site includes renovation of the former Concord Elementary School at 3811 SE Concord Road in Milwaukie for a new 47,600 square foot community center and NCPRD administrative offices, a park, and a new 19,500 square foot building addition to house the Oak Lodge Library. The two buildings will be joined to form a 67,000 square-foot facility benefitting from numerous shared features and uses.

The program for this site will include:

- Indoor recreation amenities
- Community spaces
- Park spaces, including an interactive water feature, an outdoor amphitheater with seating, a universal access playground, and a loop trail.
- NCPRD administrative offices
- Library

The total project cost estimate to complete the Projects is \$43.6 million, which includes \$6 million for the Gladstone Library, \$13.8 million for the Oak Lodge Library and \$23.8 million for the NCPRD Administrative offices, community center and park. Funding will come from up to 14 sources, all of which must be coordinated and timed to support the Projects. The need for to apply so many sources of

funding to cover the costs of the Projects underscores the importance of budget compliance.

Anticipated funding sources include the following:

Clackamas County(Oak Lodge and Gladstone Libraries)

1. Oak Lodge Library District Reserves
2. Clackamas County Capital
3. Library Services Capital Reserve
4. Oak Lodge Library Beginning Fund Balance
5. Clackamas County Revenue Bond – Library Portion
6. Clackamas County Revenue Bond – General Fund
7. Seismic Grant

NCPRD(administrative offices, community center and park)

8. Grants (Park)
9. Hood View Sale Proceeds
10. Other Potential Property Proceeds
11. System Development Charges (SDCs)
12. NCPRD General Fund Reserves
13. Clackamas County Revenue Bond – NCPRD portion
14. Seismic Grant

**Contracting Approach**

The CM/GC method is an alternative contracting method in which the owner hires the construction contractor to provide feedback during the design phase before the start of construction. The benefits of the CM/GC method include fostering innovation, mitigating risk, improving design quality, improving cost control, and optimizing construction schedules and logistics.

CM/GC is the preferred project delivery methodology for the Projects for several reasons, including the need for cost control, the multi-faceted nature of the proposed scopes of work, the priority to optimize the construction schedule to coordinate various funding sources, and the specialized expertise required to address the unique needs of modern libraries and the varied and technical aspects of the Projects.

Cost control and predictability are critical and especially challenging for these Projects. Because up to 14 sources of funding are involved, any changes to the project budget can have wide-ranging implications for the feasibility of the project. Use of a CM/GC enables earlier and more frequent cost estimating for the Projects, providing estimates during the design phases, when changes are less expensive, and also provides a degree of transparency and predictability not available in a traditional contracting method. The multifaceted nature of the Projects will also benefit from a CM/GC, who can gain an in depth understanding of the projects during the design phase, and provide construction, materials, and logistics expertise that can streamline the completion of the Projects. Finally, the technical demands of modern libraries, as well as some unique aspects of the Projects requiring specialized expertise, will benefit from a CM/GC who can be selected based on qualifications and experience delivering similar projects.

The wide array of funding sources for these projects underscores the need for several features that a CM/GC contracting approach can provide. First, some of the funding sources require project initiation/completion by a predetermined date. Second, the Projects will need as much predictability

and transparency as possible, so all funders can understand the impact of project changes on their obligations. Third, cost estimating needs to be as accurate and timely as possible.

BCS also seeks a number of the other advantages offered by a CM/GC approach. Design refinements that must be made before construction documents are finalized will benefit from input from a qualified contractor and partnership during the preconstruction phase on facets such as: (1) effective construction techniques and sequencing to optimize schedule and maintain quality; (2) long-term performance of materials and furnishings to minimize life cycle costs of the facilities; (3) overall costs and how to choose methods, materials, delivery and sequencing to optimize quality outcomes within the project budget. Working together with a CM/GC, NCPRD anticipates the team can refine the design and construction documents to meet the budget and timeline effectively.

In preparation for construction, the packaging and marketing of the construction procurements also must meet the demands of a busy construction marketplace. With a CM/GC on the team, the Project will have the expertise and teamwork necessary to meet the demands of a tight timeline and mitigate the risk of losing access to critical funding.

Generally, the alternative procurement process offers safeguards for cost control of the Project, including involvement by the construction contractor from the design development phase through construction documents and construction cost development process, as well as limiting change orders. The Request for Proposals process also adds safeguards, as it allows the agency to consider cost as well as experience and expertise in completing similar projects when selecting the most advantageous contractor for the Project.

In summary, BCS believes the unique nature of this class of Projects makes it appropriate for an exemption from the standard bidding process and ideally suited for approval to use the RFP procurement process to retain the services of a CM/GC.

### **C. Findings**

#### **1. Appropriate alternative contracting methods will be used.**

The qualifications-based RFP process for selecting a CM/GC contractor for these Projects falls within the purview of ORS 279C.335(2) because the process is competitive and contractors will be selected based not only on price, but also on their ability to best complete the Projects. The qualifications-based RFP approach is widely used and recognized as one of the preferred alternative approaches where projects are more complex. RFP responses allow contractors to compete based on their skills and experience in addition to their price. In these projects, some of the complexities require a combination of skills that cannot be evaluated in a standard low-bid process, such as time constraints, budget constraints, and work within a partially developed and constrained site. The benefits of utilizing the CM/GC delivery method have been identified above. As such, the CM/GC delivery method, selected through a qualifications-based RFP process, is the most appropriate contracting method for the Project.

#### **2. No favoritism or diminished competition.**

The exemption is sought only to authorize a different competitive process from the standard low-bid procurement process. The CM/GC contractor will still be selected through the competitive RFP process. To ensure the exemption requested does not encourage favoritism or substantially diminish competition, a well-defined competitive procedure will be followed to select the contractor for this public improvement contract.

Procurement will include advertisements in the *Portland Tribune* and post the opportunity on the State of Oregon Procurement Website (“ORPIN”). Further steps include direct notification to qualified CM/GC contractors, scheduling a pre-proposal conference, and appointment of an unbiased evaluation committee that will consider proposals received utilizing the criteria identified in the RFP. BCS staff research indicates that market conditions are such that many of the same contractors who would bid the projects under a traditional low-bid procurement will compete in the qualifications-based RFP process.

Additionally, during the subcontractor bidding phases of the project, outreach to minority, women-owned, and emerging small businesses (“MWESB”) will be conducted by the selected CM/GC contractor to inform this audience of bidding opportunities.

By Procurement marketing these opportunities and working to notify all likely potential proposers, the process will not encourage favoritism in the awarding of the public improvement contract, nor substantially diminish competition. Use of the alternative contracting method will also allow BCS to maximize opportunities for participation by all potential subcontractors, including MWESB businesses.

The evaluation criteria may include, among other things, consideration of the contractor’s background, references, experience, capacity, personnel, client relations, schedule, quality control, and problem and solution identification. In addition, the proposals will include, where appropriate, an evaluation of the contractors’ fee proposals for providing preconstruction services and overhead and profit fee rates for performing construction work. The evaluation criteria will be used by the committee to score proposals using a scoring system that quantifies the value for each criterion and assures that proposers are fairly evaluated based on criteria set forth in the RFP.

3. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency.

In terms of the benefits of using an RFP process for CM/GC, BCS staff research and experience indicate that standard low-bid contracting for work of this nature is likely to result in numerous change orders and increased costs through claims. This typically occurs when a contractor identifies issues after construction has begun that require a “re-working” of the original design. The result is more change orders, not realizing the benefits of value engineering and not optimizing quality that would occur in the CM/GC method.

Further, by utilizing the RFP process to engage a CM/GC partner during design, BCS has the capacity to obtain real-time market pricing information. This pricing will facilitate more accurate assessment of design options and maximize opportunities for value engineering, resulting in cost savings that cannot be achieved by the standard competitive-bid process. The involvement of the CM/GC contractor will allow phasing of the bidding and construction more effectively. This will significantly mitigate schedule impacts with a resulting cost savings in material/labor inflation and construction general conditions.

In terms of the benefits of selecting a CM/GC contractor through a competitive RFP process, such a process will allow BCS to select contractors based upon criteria in addition to price. It will allow selection of a contractor whose proven experience matches the nature of the required work, in both the design and the construction phases. CM/GC contracts are more easily structured to accommodate variable and changing conditions while minimizing cost and avoiding disruptive change orders and claims.

As the analysis below shows, permitting a contract-specific exemption for the Projects pursuant to an exemption will result in substantial cost savings and other substantial benefits to BCS.

a. *How many persons are available to bid.*

Beyond the finding that many of the same contractors would propose on the Project if it were procured through the standard low-bid contracting process, BCS has interviewed local contractors, and based on those interviews, anticipates there are numerous contractors that would be interested in submitting proposals for the Project. Additionally, BCS anticipates the project will generate interest among contractors because the sites are prominent, the plans are well known and heavily supported by the community, and the combined budgets of the Projects will be attractive to a large group of local contractors.

b. *The construction budget and the projected operating costs for the completed public improvement.*

The construction budget totals approximately \$30,900,000, as prepared and refined by the design team led by OPSIS Architecture and BCS staff for the master plan. As the contract is established, each site's budget will become fixed by a Guaranteed Maximum Price ("GMP") negotiation, including limited contractor's contingencies. The funding will include a variety of public sources including local and regional funding.

An RFP process allows selection of a CM/GC contractor during the design phase, thereby encouraging increased collaboration, teamwork and ownership. This results in a more efficient design, fewer change orders attributable to design issues and unforeseen costs, and faster progress with fewer unexpected delays. This, combined with specific expertise from the contractors that will build the project (in timely real market pricing, constructability guidance, and other areas), allows BCS to better control costs. Moreover, the ability to have the CM/GC do early work if applicable prior to completion of design may shorten the overall duration of construction. A shortened construction duration will allow BCS to more quickly open one or both facilities, as well as some of the outdoor community amenities at the Concord site. This will generally benefit the public by expanding recreational opportunities and events. Faster progress and an earlier completion date may also help BCS mitigate the risk of inflationary increase in materials and construction labor costs and the risk of non-compliance with grant funding agreements.

In addition, during constructability reviews in the design phase, the selected contractors will review long-term operating costs and advise BCS regarding the operational advantages and disadvantages associated with design alternatives. An evaluation of these alternatives will result in selections that match BCS's capacity for operations and maintenance and decrease long-term operating and maintenance costs.

Last, by selecting a CM/GC contractor through a competitive RFP process, versus a standard low-bid procurement, BCS will ensure the selected contractor is best able to maximize the savings to the overall Project budget described above.

c. *Public benefits that may result from granting the exemption.*

By utilizing an RFP process to select the CM/GC, BCS can select the contractor who can also

best maximize public benefits. With the CM/GC method, BCS expects to shorten the construction duration, mitigate change orders, enhance constructability and minimize inflation impacts. The CM/GC delivery method also provides an opportunity to minimize disruptions to the surrounding areas, including neighboring property owners and activities at both sites. All of these significant benefits are in the public's interest.

In addition, collaboration with a qualified CM/GC contractor early in the Projects' schedule allows the development of practical approaches that can achieve higher levels of participation by MWESB businesses. The CM/GC contractor's valuable advice throughout design will result in a more cohesive and higher-quality design being maintained through necessary value engineering.

With respect to using a competitive RFP process, the use of this alternative contracting method will allow BCS to identify, evaluate, and select contractors who can work with the public and maximize the aforementioned public benefits for these types of projects.

*d. Whether value engineering techniques may decrease the cost of the public improvement*

Utilizing a competitive RFP process to select a CM/GC contractor to provide input and constructability review directly with the design team during the early design phase will facilitate the value engineering process by ensuring the contractor is selected based upon specific experience in these areas. Utilizing the CM/GC delivery method ensures options can be considered while the design is being finalized and with minimal issuance of change orders during construction. Since the contractor is directly involved in value engineering evaluations, unrealistic or impractical options can be dismissed quickly when appropriate. When it occurs, value engineering on standard low-bid projects typically results in increased design costs because the completed design must be revised to accommodate the changes that result from value engineering. These additional costs may be avoided or limited under the CM/GC delivery method, thereby decreasing the cost of this public improvement.

This type of contract also allows the designer and contractor to more easily explore the feasibility of innovative design solutions and incorporate ongoing value engineering, which BCS expects to result in more innovative projects, at a lower cost, with shortened project completion times.

With respect to using a competitive RFP process, as before the use of this alternative contracting method will allow BCS to better identify, evaluate, and select contractors with requisite value engineering experience as part of the selection process.

*e. The cost and availability of specialized expertise that is necessary for the public improvement.*

With respect to the CM/GC delivery method, it will be a requirement in the RFP that the CM/GC have expertise in working on projects with similar size, scale, and complexity as the proposed Projects. The design and construction of specific project elements, including the interactive water feature and universal access playground, requires special expertise, knowledge, and experience, all of which can be factored into the contractor selection in the RFP process. The selection of a contractor with such specialized expertise to construct the Projects will result in a substantially lower risk to BCS, resulting in lower costs and increased benefit to the community.



The ability to factor expertise and experience into contractor selection is inherent in the RFP process, but is not normally part of the standard low-bid process. The standard process does not ensure a contractor will possess the needed special expertise because prospective bidders need meet only limited responsiveness criteria. The ability to consider each proposer's degree of expertise in these areas is an integral component of the CM/GC proposal evaluation process.

*f. Any likely increases in public safety.*

In terms of the competitive RFP process, the contractor's actual safety performance on similar past projects is critical and will be evaluated as part of the proposal review process. A competitive RFP procurement affords BCS the best opportunity to select contractors with proven, successful safety records.

These projects will require the utmost attention to public safety, as the surrounding uses include an active business district, fire station, overhead power lines, and single-family homes (Gladstone) and a residential neighborhood and adjacent state route (OR-99/McLoughlin Boulevard) (Concord). At the Concord site, informal passage through the site will need to be interrupted for some duration while permanent improvements are made.

Construction-generated staging, delivery, and parking activity will need to be considered in a comprehensive construction traffic safety and mitigation plan for both sites. Constant attention to needs of neighbors, visitors, and construction crews is crucial to maintaining a safe working and living environment for workers and the general public. By utilizing the CM/GC delivery method, the contractor will work with the project team during the design phase to understand, plan for, and minimize safety hazards and conflicts between the Projects and the public. The contractor will provide input into issues of project phasing, construction staging areas, construction access corridors, and scheduling to reduce impacts. The close teamwork provides maximum flexibility to address both anticipated issues and new concerns that may arise. Ultimately this input will increase the public safety of the Project and reduce the risk of delays and costly injury claims.

*g. Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement;*

For the reasons previously identified, granting an exemption for alternative contracting and utilizing the RFP for selection of the CM/GC contractor reduce risk to BCS through Project cost savings. As detailed in section (f), granting of the exemption for the CM/GC delivery ensures the highest levels of project oversight and an increase to the safety of the public during construction. Using the RFP process further reduces risks by expanding the factors and qualifications considered in the contractor selecting process.

*h. Whether granting the exemption will affect the sources of funding for the public improvement.*

Construction of the Project will be funded through a variety of sources as outlined in Section B, including local bonding and System Development Charges ("SDCs"). The use of SDCs is permitted by existing policies. The exemption will allow use of the CM/GC alternative delivery, via competitive RFP selection, to best ensure timely progression to the construction phase and an efficient timeline for the construction phase. BCS expects both of these to enable

the project team to accept and utilize eligibility of the project for SDC funds under current policies.

- i. *Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement.*

Market conditions for construction in the Portland metro area are extremely busy, with rising construction costs and a tight labor market. General contractors have been able to be much more selective in the work they pursue. It will be important to package this work in the most attractive manner to draw quality contractors and to eliminate as many barriers as possible.

A competitive RFP procurement to select a CM/GC contractor will better enable BCS to manage construction bid risks within a robust construction market. BCS is more likely to attract experienced and capable general contractors using alternative contracting methods. In addition, using the CM/GC delivery method will provide the advantages of real-time market pricing during design to inform material and equipment selection. In addition, an alternative contracting method will allow BCS to collaborate with the contractors on items and installations that are not off-the-shelf, such as the universal access play area, the interactive water feature and the installation of public art integrated into the overall park design. Such elements/installations often require one-of-a-kind construction details for which the professional design community and/or construction industry do not have standard pricing structures.

Use of a standard low-bid approach in a tight or rising cost construction market increases the risk bids will exceed budget, with limited options to address overages through scope reductions. When bids exceed budget, it causes delay and budget problems as staff work to find solutions to make the project viable. Any delays translate into additional costs due to increasing construction material costs and other associated costs. Use of the CM/GC delivery methods will enable BCS to better respond to market conditions in a manner that results in a lower-cost Project.

- j. *Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement*

These Projects face several complexities making site design and construction more complex:

- *Site conditions and context:* working in a developed downtown setting next to an active fire station and proximate to overhead electrical wires, , working adjacent to a residential neighborhood, combining new construction with renovation of an existing structure, the need to maintain or detour public access;
- *Unique project elements:* the universal access play area, interactive water feature and installation of public art which require specialized and/or site-specific technical expertise, knowledge, and experience; and
- *Requirements of Settlement Agreement:* The 2017 Settlement Agreement between City of Gladstone and Clackamas County governing the development of the Projects required the design and development of two libraries, one in the Gladstone, Oregon and one in Oak Grove, Oregon.
- *Requirements of Intergovernmental Agreement:* The 2019 Intergovernmental Agreement between the City of Gladstone and Clackamas County outlined the Project design documents for the Gladstone Library to be completed by 12/30/21. Permits must be obtained, contractor must be procured and GMP proposal approved by board

by 6/30/22.

As noted previously, the CM/GC delivery method will better enable BCS to address these complexities in a more efficient and cost-effective manner. The competitive RFP selection process for a CM/GC contractor will ensure selection of a contractor with necessary experience to manage these complexities, require the contractor to demonstrate the necessary experience and expertise to address them, and require the contractor to perform work in accordance with a schedule that meets contract deadlines driven by financing and the owner's project delivery obligations to the community.

The selection of a contractor with demonstrated experience and success in implementing such projects increases the likelihood of the project being completed on budget and with fewer construction delays and change orders. This results in lower costs, lower risk, and increased benefit to BCS and the public. The CM/GC method will facilitate early identification and mitigation of risks by leveraging the expertise of the CM/GCs in addition to the county and designers.

Beyond the minimum requirements for bidder responsibility, a standard low-bid procurement does not permit an in-depth evaluation of a contractor's technical qualifications or proven ability to address these complex technical issues. Use of an RFP process for the CM/GC method, which will include several evaluation criteria in addition to price, allows BCS to evaluate a contractor's experience in similar work and in successfully navigating similar complexities.

*k. Whether the public improvement involves new construction or renovates or remodels an existing structure.*

The Projects include a combination of new construction, remodeling, and landscape improvements. Both projects will occur on sites with previous land uses and structures that could present unforeseen conditions. The Concord project requires the construction of a new building that will adjoin the existing structure, which is to be remodeled. The Gladstone project includes demolition of an existing structure, and new construction on the site. It also requires protection of hardscape, furnishings, parking and landscape elements on neighboring sites and public right-of-way, as well as protection of existing stormwater facilities; fire hydrants; overhead power lines; curb, gutter, and sidewalk; mature street trees, and a TriMet bus stop. BCS must ensure that both Projects are properly, safely, efficiently, and successfully implemented and considers the CM/GC process the preferred method for this as it allows for revising the design in close collaboration with the design team and resequencing work as needed.

In addition, the ability to perform early work under a CM/GC contract, such as additional soil testing or grading and excavation, provides the team opportunities to identify unforeseen conditions at the project site and thereby enables project designers to efficiently address design changes during the design phase, rather than during the construction phase.

The qualifications-based RFP process will allow BCS to give appropriate weight to proposers that are skilled and experienced in performing similar site work. Because of the nature of constructing park improvements on a site formerly utilized for commercial buildings, it will be important for BCS to select a contractor with experience in addressing unforeseen conditions.

*l. Whether the public improvement will be occupied or unoccupied during construction.*

For both projects, the construction area will be proximate to, but closed off from, adjacent properties and uses that must remain accessible. At the Concord site, pass-through traffic will need to be interrupted during all or part of the construction. At the Gladstone site, the site itself will be vacant during construction, but immediately adjacent properties, including a fire station, will remain open and operational throughout construction. A CM/GC contractor provides the expertise on construction staging, access, detouring, sequencing, scheduling, and proactive communications that will be required to maintain public safety and minimize disruption as much as possible around the sites without compromising budget compliance or timely completion. The use of the competitive RFP process to select the CM/GC will ensure this expertise is available.

*m. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions.*

It is expected that the construction efforts for the Projects will be a single phase. However, BCS will look to the CM/GC to determine the most appropriate phasing based on the scope of work.

In addition, the ability of the parties to perform early work if advantageous before the design is completed may allow construction to be completed earlier. Moreover, where appropriate, early work may be performed to investigate potential unforeseen conditions that could impact the Projects' designs, thus avoiding costly re-design work and change orders. The use of the competitive RFP process to select the CM/GC will ensure the input is provided to make the best decision for successful project execution.

*n. Whether the contracting agency has retained under contract, and will use contracting agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency will use to award the public improvement contract and to help negotiate, administer, and enforce the terms of the public improvement contract.*

A Project team has been established that includes staff from BCS, County Counsel, and County Procurement that will actively participate in the project from inception to completion. BCS will retain the services of an owner's representative to assist with the procurement and contracting phase and construction management services during construction. BCS has also retained the services of an architect-led design team and will retain other consultants as needed throughout the project. The combination of staff and consultants have experience completing similar projects using the CM/GC project delivery methods and have the necessary qualifications and expertise to negotiate, administer, and enforce the terms of the public improvement contract.

#### **D. Contract Terms and Conditions**

The technical complexities and uncertainties of the Project make it critical for the contract to contain specific terms and conditions that will increase efficiency and result in reduced costs. The above referenced Project team along with the owner's representative will ensure the resulting contract includes industry best practices, mitigates BCS and the Project's risk exposure, and ensures that fees are fair and reasonable for the project. County Counsel will also ensure that the contract includes all

legally required public procurement terms.

**E. Reservation of Rights**

ORS 279C.335(6) provides that the representations in and the accuracy of these findings are the bases for a contract-specific exemption if adopted by a Board of County Commissioners resolution. These findings also describe, to some extent, anticipated features of the RFP and resulting public improvement contract, but the final parameters of the contract are those characteristics that will be announced in the solicitation document, and BCS specifically reserves all of its rights in this regard.

**G. Recommendation**

A competitive RFP process to procure a CM/GC contractor is the preferred option for the Project. The RFP process will ensure that the selected contractors have the experience, expertise, and past performance to position the Project for success. Further, the RFP competitive process ensures that meaningful competition will occur and that favoritism is not an element of the selection process. All these factors will assist BCS in achieving fair and equitable selection of a contractor that will deliver both good design and successful completion while minimizing public impacts, controlling construction costs, and meeting an agreed-upon schedule.

Utilizing the CM/GC delivery method will enable the selected contractor to collaborate in the design effort and will yield the most cost-effective and practical choices in design options while still allowing BCS to retain control of the design and costs. Perhaps most importantly, the CM/GC method will provide the team collaboration needed to meet financing timelines for construction and allow for a smoother and timelier progression to the start and completion of construction. This ultimately results in substantial cost savings and other substantial benefits, as described above, to BCS.

BCS staff therefore recommends adoption of a resolution approving a contract-specific exemption for the Project that permits use of the CM/GC delivery method, and to permit use of the competitive RFP process to award a CM/GC contract.



June 24<sup>th</sup>, 2021

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

Members of the Board:

**Approve Resolution for Bid Exemption and Authorization to use the CM/GC RFP Procurement Method for Oak Lodge and Gladstone Community Project**

<b>Purpose/Outcome</b>	Public hearing before the Board acting as the Board of Directors of the North Clackamas Parks and Recreation District (NCPRD) and Approval of Resolution for the Proposed Exemption and Authorization to use the Request for Proposals (RFP) procurement method to obtain a Construction Manager/General Contractor (CM/GC) for the Oak Lodge and Gladstone Community Project.
<b>Dollar Amount and Fiscal Impact</b>	The project has a preconstruction budget for the CM/GC of approximately \$150,000. NCPRD total project cost is estimated at \$23,800,000.
<b>Funding Source</b>	Oak Lodge Library and NCPRD Funds
<b>Duration</b>	Through April 2024
<b>Previous Board Action/Review</b>	<ul style="list-style-type: none"> <li>• Board Order 85-1221 entitles the Library Board of Trustees to conduct studies to recommend to the BCC appropriate sites for the location of the library building or satellite facilities.</li> <li>• Oct. 16, 2017: The County and the City of Gladstone enter into a Settlement Agreement which requires the County to construct and operate two library facilities, one in the City of Gladstone and one in unincorporated Clackamas County.</li> <li>• Sept. 26, 2019: Board approves a contract between Business and Community Services (BCS) and Opsis for the North Clackamas Parks and Recreation District (NCPRD) Concord Property, Oak Lodge Library and Gladstone Library planning processes.</li> <li>• Nov. 14, 2019: Board approves an Intergovernmental Agreement (IGA) between Clackamas County and the City of Gladstone for library construction and operations which included milestones for the Gladstone Library project.</li> <li>• Jan. 14, 2021: Board approves the Concord and Gladstone master plan reports and approved staff working with community and consultants to complete design and engineering for the library on the Concord Property and the Gladstone Library.</li> <li>• Jan. 14, 2022: Board, acting as the Board of Directors of NCPRD, approves the Concord master plan reports and approves staff working with community and consultants to complete design and engineering for the NCPRD portions of the Concord Property.</li> <li>• March 9, 2021: Board, and the Board acting as the Board of Directors of NCPRD, approve staff moving forward with the Opsis contract amendment.</li> </ul>

	<ul style="list-style-type: none"> <li>• April 1, 2021: Board, and the Board acting as the Board of Directors of NCPRD, approve Opsis contract amendment #2 for the Oak Lodge and Gladstone Libraries.</li> <li>• May 13, 2021: Board, and the Board acting as the Board of Directors of NCPRD, approve the purchase and sale agreement between NCPRD and Brolin for a land parcel at the Concord Site.</li> <li>• June 8, 2021: BCC approves CM/CG findings to move to 6/24/2021 Consent Agenda.</li> </ul>
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities.</li> <li>• Promote a <i>Healthy and Active Lifestyle</i> by providing a park and community center with spaces to be active.</li> <li>• Designed with a lens of <i>Equity, Diversity and Inclusion</i> by engaging diverse audiences and maximizing access to a library, park and recreation that are near public transportation.</li> <li>• Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by building near alternative modes of transportation and building sustainable projects using photovoltaic panels for power to reduce future operating costs.</li> </ul>
<b>Counsel Review</b>	<ol style="list-style-type: none"> <li>1. Date of Counsel review: 6/8/2021</li> <li>2. Initials of County Counsel performing review: ARN</li> </ol>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was the item processed through Procurement? yes X no <input type="checkbox"/></li> <li>2. If no, provide brief explanation:</li> </ol>
<b>Contact Person</b>	Allegra Willhite, BCS Deputy Director, 503-201-4321 Jason Varga, Project Manager, 503-351-4012
<b>Contract No.</b>	N/A

**Background:**

Business and Community Services (BCS) is requesting an exemption from the traditional competitive procurement process and authorization to use the Request for Proposals (RFP) procurement method to obtain a Construction Manager/General Contractor (CM/GC) for the Gladstone Library, Oak Lodge Library, NCPRD administrative offices, community center and park.

The public hearing satisfies requirements under ORS 279C.335 to provide notice and the opportunity for a public hearing for the purpose of taking comments on the draft findings for an exemption to use the RFP method to retain a construction contractor in a CM/GC project delivery method. Clackamas County Procurement placed a public notice on the Oregon Procurement Information Network (ORPIN) on June 10, 2021, and with the Business Tribune online edition and print version on June 10, 2021, which included the date and time of a public hearing to take place before the Board.

The Oak Lodge and Gladstone Community Project is made up of three interrelated projects:

1. The redevelopment of the NCPRD Concord Property, a six-acre site at 3811 Concord Road in Oak Lodge, as a new community center, park and NCPRD administrative offices;
2. A library located on the Concord Property to serve the residents of the Oak Lodge Library service area, and
3. A new library building at 525 Portland Ave. in the City of Gladstone to serve residents of the Gladstone Library service area.

The project has a budget of approximately \$150,000 for CM/GC preconstruction services. The total project cost for the NCPRD Administrative Offices, Community Center and Park is estimated

at \$23,800,000. The total project cost of the Oak Lodge and Gladstone Libraries is \$19,800,000. These totals include direct construction costs as well as indirect construction costs (such as design, engineering, permitting, CM/GC preconstruction services, furniture and equipment). The RFP will solicit a CM/GC for Phase I Preconstruction and Phase II Construction; however, only Phase I Preconstruction is authorized until a later amendment sets a Guaranteed Maximum Price and full project funding is authorized.

### **CM/GC Method**

The CM/GC procurement method is an alternative contracting method in which the owner hires the construction contractor to provide feedback during the design phase before construction. The general benefits of this method include fostering innovation, mitigating risk, improving design quality, improving cost control, and optimizing construction schedules and logistics.

The alternative procurement process offers safeguards for cost control of the project, including involvement by the construction contractor from design development through construction documents and construction cost development process, as well as limiting change orders. The Request for Proposals process also adds safeguards, as it allows the agency to consider cost as well as experience and expertise in completing similar projects when selecting the most advantageous contractor for the project.

Specifically, CM/GC is the preferred project delivery methodology for this project for several reasons, including:

- the need for cost control (see more details below);
- the multi-faceted nature of the proposed scopes of work;
- the priority to optimize the construction schedule to coordinate various funding sources, and to minimize closure of the Concord community center;
- the specialized expertise required to address the unique needs of modern libraries and the varied and technical aspects of the project, and
- the emphasis on sustainable design and providing public spaces and community enrichment services to residents, businesses, visitors and partners so they can thrive in healthy and vibrant communities.

**Cost Control:** More specifically, the anticipated cost savings from the CM/GC approach result from the following:

1. An accelerated project timeline that will assist BCS in quickly addressing the critical scope of work items and meet critical financial milestones required by third parties, and lessens the risk of material/labor cost inflation.
2. Provides both management and construction of the site improvements, which enables the project to select the cost-effective construction methods, sequencing and phasing that best meet project goals.
3. Allows BCS to evaluate alternative approaches and make changes before construction documents are finalized. This allows BCS to find more optimal solutions within the time and resource constraints.
4. Allows use of real-time market pricing to more accurately assess design options and maximize opportunities for value engineering, resulting in cost savings that cannot be achieved by the standard competitive-bid process.
5. Close working relationship between the designer, CM/GC and BCS during preconstruction and construction, with the contractor directly involved in value engineering evaluations with the design team. Resolution of construction conflicts or deficiencies is the



responsibility of the CM/GC. Together, these conditions help BCS minimize costly change orders and claims during construction, while optimizing project value.

6. The opportunity to establish a Guaranteed Maximum Price (GMP) cooperatively with the CM/GC team, in order to establish a fixed total project cost and budget before construction begins, and reduce change orders and additional costs during construction.
7. Reduce BCS and NCPRD administrative burden by conducting one solicitation for the project, as opposed to conducting multiple solicitations for a design/ bid/ build approach.
8. Constructing the Gladstone and Concord construction concurrently to allow for shared project management cost by the CM/GC.

In summary, BCS believes the unique nature of this project makes it appropriate for an exemption from the standard bidding process and ideally suited for approval to use the RFP procurement process to retain the services of a CM/GC.

### **COMPETITIVE PROCESS**

Once BCS has been approved to use the CM/GC process, the following competitive process will be used to select the CM/GC contractor:

1. Publicly advertise a RFP;
2. Select the contractor through an evaluation process conducted by an evaluation committee that considers qualifications, construction team experience, and demonstration of project understanding.
3. The Selection Committee recommends the award to the Board of County Commissioners and NCPRD Board of Directors for their approval. Upon approval, a notice of intent to award will be published. It will include a lump-sum cost proposal for Phase I preconstruction services and a CM/GC fee proposal for Phase II construction costs.

### **NEXT STEPS**

- Develop and issue a CM/GC RFP (July 2021).
- Select CM/GC and issue contract for Phase I preconstruction services (September 2021).
- Work on an Intergovernmental Agreement (IGA) between NCPRD and the Oak Lodge Library to outline shared capital and operational expenses and procedures (ongoing – summer 2021).
- Begin construction (spring 2022).

### **RECOMMENDATION:**

Adopt the resolution approving a contract-specific exemption for the project that permits use of the CM/GC delivery method, and permit use of the competitive RFP process to select a CM/GC contract.

### **ATTACHMENT:**

1. Draft Findings

Respectfully submitted,



Sarah Eckman, Interim Director  
Business and Community Services

## **Oak Lodge and Gladstone Community Project**

### ***FINDINGS IN SUPPORT OF USE OF REQUEST FOR PROPOSALS AND ALTERNATIVE CONTRACTING METHODS***

These Findings are for the approval of the use of an alternative contracting method so Business and Community Services (“BCS”) may utilize the request for proposals (“RFP”) competitive process to retain a construction contractor in a Construction Manager/General Contractor (“CM/GC”) project delivery method for the Oak Lodge Gladstone Community Project (“Project”).

#### **A. Alternative Contracting Exemption under Oregon Law**

Oregon law requires all contracts for public improvement projects to be based on competitive bids unless the local contract review board grants an exemption under LCRB C-049-0600 and ORS 279C.335. ORS 279C.400 permits a contracting agency to solicit and award public improvement contracts through a Competitive Proposal Process when an exemption is granted under ORS 279C.335. To grant an exemption, ORS 279C.335 requires the public contract review board to approve two findings submitted by the agency: (1) that the exemption is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition; and (2) awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency.

ORS 279C.335(2) provides that an exemption may be granted to “a public improvement contract or a class of public improvement contracts” if the described findings are approved.

For public improvement projects, ORS 279C.330 and 279C.335 provide that the agency must consider the type, cost and amount of the contract(s) and information regarding the following:

- a. Operational, budget and financial data;
- b. Public benefits;
- c. Value engineering;
- d. Specialized expertise required;
- e. Public safety;
- f. Market conditions;
- g. Technical complexity; and
- h. Funding sources.

The local contract review board also is required to consider the following items when evaluating whether award of a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency:

- a. How many persons are available to bid;
- b. The construction budget and the projected operating costs for the completed public improvement;
- c. Public benefits that may result from granting the exemption;
- d. Whether value engineering techniques may decrease the cost of the public improvement;
- e. The cost and availability of specialized expertise that is necessary for the public improvement;
- f. Any likely increases in public safety;
- g. Whether granting the exemption may reduce risks to the contracting agency or the public that are related to the public improvement;
- h. Whether granting the exemption will affect the sources of funding for the public

- improvement;
- i. Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
  - j. Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;
  - k. Whether the public improvement involves new construction or renovates or remodels an existing structure;
  - l. Whether the public improvement will be occupied or unoccupied during construction;
  - m. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
  - n. Whether the contracting agency or state agency has and will use contracting agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

## **B. Background Information**

In October 2017, Clackamas County (the County) and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries – a 6,000-square-foot facility in the City of Gladstone and an approximately 19,500-square-foot facility in the Oak Lodge Library service area. The agreement called for a “one library, two building” approach, with both libraries operated by the County to achieve economies of scale and best provide library services to the Oak Lodge and Gladstone service areas.

In a similar timeframe to this settlement agreement, NCPRD and the North Clackamas School District (NCSD) entered a strategic partnership to acquire three NCSD properties, including the Concord Elementary School (Concord Property) in Oak Grove. Since Oak Lodge Library and NCPRD are both divisions of the County’s Business and Community Services Department, it was decided to pool resources and use time and money efficiently by creating a joint process to plan for the Concord Property and the Oak Lodge and Gladstone libraries. A process outline was approved by the Clackamas County Board of County Commissioners (BCC) in 2018.

These decisions led to the Oak Lodge and Gladstone Community Project (OLGCP), a comprehensive planning effort for the Gladstone and Oak Lodge libraries, and NCPRD divisions of the County’s Business and Community Services Department (BCS).

Together, they developed a vision for a new library for the Gladstone service area, and a new library, community center, park and NCPRD administrative offices for the Oak Grove/Jennings Lodge community. Opsis Architecture and Johnston Architects, with their consultant team, are leading the planning and design efforts for both projects. The effort is guided by the Gladstone Community Library Planning Task Force and the Concord Property and Library Planning Task Force, who serve as ambassadors of community interests.

In January 2021, this process produced a pair of simultaneous Master Plan Reports, summarizing the collective, collaborative effort between the design team, task forces, community, and staff to recommend preferred scenarios to the Board of County Commissioners (BCC).

To advance the two projects, the master planning team engaged the community to deliver a master plan

for a new 6,000-square foot Gladstone Library to serve residents of the Gladstone service area at the location of the former Gladstone City Hall at 525 Portland Ave, Gladstone, OR 97027, which is the corner of Portland Avenue and E. Dartmouth Street.

The master planning team also engaged the community to create a master plan for a 47,600 square foot facility to house a new community center, park, and NCPRD administrative offices for District residents to be located at the site of the former Concord Elementary School (Concord Property) in Oak Grove, at approximately 3811 SE Concord Rd. Milwaukie, OR 97267. In addition, they recommended the Concord Property for a new 19,500-square foot Oak Lodge Library to serve the Oak Lodge Library service area.

### **Project Descriptions:**

At the conclusion of the Master Planning process, the following project plans emerged:

**Gladstone Library.** The consensus plan includes a new 6,000-square foot library at the corner of Portland Avenue and E. Dartmouth Street, the site of the former Gladstone City Hall. The program includes spaces to meet the following needs:

- Flexible meeting space
- Dedicated areas for children and teens
- Private tutoring/meeting rooms
- Library Foundation sale and work areas
- Designated primary service point
- Book-drop with exterior access
- Holds area
- Self-check and public-access computers
- General collection area with reading and lounge spaces
- Staff workroom and support
- Convenient public restrooms
- Public computer area

**Concord Property and Oak Lodge Library.** The master plan for this 5.94-acre site includes renovation of the former Concord Elementary School at 3811 SE Concord Road in Milwaukie for a new 47,600 square foot community center and NCPRD administrative offices, a park, and a new 19,500 square foot building addition to house the Oak Lodge Library. The two buildings will be joined to form a 67,000 square-foot facility benefitting from numerous shared features and uses.

The program for this site will include:

- Indoor recreation amenities
- Community spaces
- Park spaces, including an interactive water feature, an outdoor amphitheater with seating, a universal access playground, and a loop trail.
- NCPRD administrative offices
- Library

The total project cost estimate to complete the Projects is \$43.6 million, which includes \$6 million for the Gladstone Library, \$13.8 million for the Oak Lodge Library and \$23.8 million for the NCPRD Administrative offices, community center and park. Funding will come from up to 14 sources, all of which must be coordinated and timed to support the Projects. The need for to apply so many sources of

funding to cover the costs of the Projects underscores the importance of budget compliance.

Anticipated funding sources include the following:

Clackamas County(Oak Lodge and Gladstone Libraries)

1. Oak Lodge Library District Reserves
2. Clackamas County Capital
3. Library Services Capital Reserve
4. Oak Lodge Library Beginning Fund Balance
5. Clackamas County Revenue Bond – Library Portion
6. Clackamas County Revenue Bond – General Fund
7. Seismic Grant

NCPRD(administrative offices, community center and park)

8. Grants (Park)
9. Hood View Sale Proceeds
10. Other Potential Property Proceeds
11. System Development Charges (SDCs)
12. NCPRD General Fund Reserves
13. Clackamas County Revenue Bond – NCPRD portion
14. Seismic Grant

**Contracting Approach**

The CM/GC method is an alternative contracting method in which the owner hires the construction contractor to provide feedback during the design phase before the start of construction. The benefits of the CM/GC method include fostering innovation, mitigating risk, improving design quality, improving cost control, and optimizing construction schedules and logistics.

CM/GC is the preferred project delivery methodology for the Projects for several reasons, including the need for cost control, the multi-faceted nature of the proposed scopes of work, the priority to optimize the construction schedule to coordinate various funding sources, and the specialized expertise required to address the unique needs of modern libraries and the varied and technical aspects of the Projects.

Cost control and predictability are critical and especially challenging for these Projects. Because up to 14 sources of funding are involved, any changes to the project budget can have wide-ranging implications for the feasibility of the project. Use of a CM/GC enables earlier and more frequent cost estimating for the Projects, providing estimates during the design phases, when changes are less expensive, and also provides a degree of transparency and predictability not available in a traditional contracting method. The multifaceted nature of the Projects will also benefit from a CM/GC, who can gain an in depth understanding of the projects during the design phase, and provide construction, materials, and logistics expertise that can streamline the completion of the Projects. Finally, the technical demands of modern libraries, as well as some unique aspects of the Projects requiring specialized expertise, will benefit from a CM/GC who can be selected based on qualifications and experience delivering similar projects.

The wide array of funding sources for these projects underscores the need for several features that a CM/GC contracting approach can provide. First, some of the funding sources require project initiation/completion by a predetermined date. Second, the Projects will need as much predictability

and transparency as possible, so all funders can understand the impact of project changes on their obligations. Third, cost estimating needs to be as accurate and timely as possible.

BCS also seeks a number of the other advantages offered by a CM/GC approach. Design refinements that must be made before construction documents are finalized will benefit from input from a qualified contractor and partnership during the preconstruction phase on facets such as: (1) effective construction techniques and sequencing to optimize schedule and maintain quality; (2) long-term performance of materials and furnishings to minimize life cycle costs of the facilities; (3) overall costs and how to choose methods, materials, delivery and sequencing to optimize quality outcomes within the project budget. Working together with a CM/GC, NCPRD anticipates the team can refine the design and construction documents to meet the budget and timeline effectively.

In preparation for construction, the packaging and marketing of the construction procurements also must meet the demands of a busy construction marketplace. With a CM/GC on the team, the Project will have the expertise and teamwork necessary to meet the demands of a tight timeline and mitigate the risk of losing access to critical funding.

Generally, the alternative procurement process offers safeguards for cost control of the Project, including involvement by the construction contractor from the design development phase through construction documents and construction cost development process, as well as limiting change orders. The Request for Proposals process also adds safeguards, as it allows the agency to consider cost as well as experience and expertise in completing similar projects when selecting the most advantageous contractor for the Project.

In summary, BCS believes the unique nature of this class of Projects makes it appropriate for an exemption from the standard bidding process and ideally suited for approval to use the RFP procurement process to retain the services of a CM/GC.

### **C. Findings**

#### **1. Appropriate alternative contracting methods will be used.**

The qualifications-based RFP process for selecting a CM/GC contractor for these Projects falls within the purview of ORS 279C.335(2) because the process is competitive and contractors will be selected based not only on price, but also on their ability to best complete the Projects. The qualifications-based RFP approach is widely used and recognized as one of the preferred alternative approaches where projects are more complex. RFP responses allow contractors to compete based on their skills and experience in addition to their price. In these projects, some of the complexities require a combination of skills that cannot be evaluated in a standard low-bid process, such as time constraints, budget constraints, and work within a partially developed and constrained site. The benefits of utilizing the CM/GC delivery method have been identified above. As such, the CM/GC delivery method, selected through a qualifications-based RFP process, is the most appropriate contracting method for the Project.

#### **2. No favoritism or diminished competition.**

The exemption is sought only to authorize a different competitive process from the standard low-bid procurement process. The CM/GC contractor will still be selected through the competitive RFP process. To ensure the exemption requested does not encourage favoritism or substantially diminish competition, a well-defined competitive procedure will be followed to select the contractor for this public improvement contract.

Procurement will include advertisements in the *Portland Tribune* and post the opportunity on the State of Oregon Procurement Website (“ORPIN”). Further steps include direct notification to qualified CM/GC contractors, scheduling a pre-proposal conference, and appointment of an unbiased evaluation committee that will consider proposals received utilizing the criteria identified in the RFP. BCS staff research indicates that market conditions are such that many of the same contractors who would bid the projects under a traditional low-bid procurement will compete in the qualifications-based RFP process.

Additionally, during the subcontractor bidding phases of the project, outreach to minority, women-owned, and emerging small businesses (“MWESB”) will be conducted by the selected CM/GC contractor to inform this audience of bidding opportunities.

By Procurement marketing these opportunities and working to notify all likely potential proposers, the process will not encourage favoritism in the awarding of the public improvement contract, nor substantially diminish competition. Use of the alternative contracting method will also allow BCS to maximize opportunities for participation by all potential subcontractors, including MWESB businesses.

The evaluation criteria may include, among other things, consideration of the contractor’s background, references, experience, capacity, personnel, client relations, schedule, quality control, and problem and solution identification. In addition, the proposals will include, where appropriate, an evaluation of the contractors’ fee proposals for providing preconstruction services and overhead and profit fee rates for performing construction work. The evaluation criteria will be used by the committee to score proposals using a scoring system that quantifies the value for each criterion and assures that proposers are fairly evaluated based on criteria set forth in the RFP.

3. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency.

In terms of the benefits of using an RFP process for CM/GC, BCS staff research and experience indicate that standard low-bid contracting for work of this nature is likely to result in numerous change orders and increased costs through claims. This typically occurs when a contractor identifies issues after construction has begun that require a “re-working” of the original design. The result is more change orders, not realizing the benefits of value engineering and not optimizing quality that would occur in the CM/GC method.

Further, by utilizing the RFP process to engage a CM/GC partner during design, BCS has the capacity to obtain real-time market pricing information. This pricing will facilitate more accurate assessment of design options and maximize opportunities for value engineering, resulting in cost savings that cannot be achieved by the standard competitive-bid process. The involvement of the CM/GC contractor will allow phasing of the bidding and construction more effectively. This will significantly mitigate schedule impacts with a resulting cost savings in material/labor inflation and construction general conditions.

In terms of the benefits of selecting a CM/GC contractor through a competitive RFP process, such a process will allow BCS to select contractors based upon criteria in addition to price. It will allow selection of a contractor whose proven experience matches the nature of the required work, in both the design and the construction phases. CM/GC contracts are more easily structured to accommodate variable and changing conditions while minimizing cost and avoiding disruptive change orders and claims.

As the analysis below shows, permitting a contract-specific exemption for the Projects pursuant to an exemption will result in substantial cost savings and other substantial benefits to BCS.

a. *How many persons are available to bid.*

Beyond the finding that many of the same contractors would propose on the Project if it were procured through the standard low-bid contracting process, BCS has interviewed local contractors, and based on those interviews, anticipates there are numerous contractors that would be interested in submitting proposals for the Project. Additionally, BCS anticipates the project will generate interest among contractors because the sites are prominent, the plans are well known and heavily supported by the community, and the combined budgets of the Projects will be attractive to a large group of local contractors.

b. *The construction budget and the projected operating costs for the completed public improvement.*

The construction budget totals approximately \$30,900,000, as prepared and refined by the design team led by OPSIS Architecture and BCS staff for the master plan. As the contract is established, each site's budget will become fixed by a Guaranteed Maximum Price ("GMP") negotiation, including limited contractor's contingencies. The funding will include a variety of public sources including local and regional funding.

An RFP process allows selection of a CM/GC contractor during the design phase, thereby encouraging increased collaboration, teamwork and ownership. This results in a more efficient design, fewer change orders attributable to design issues and unforeseen costs, and faster progress with fewer unexpected delays. This, combined with specific expertise from the contractors that will build the project (in timely real market pricing, constructability guidance, and other areas), allows BCS to better control costs. Moreover, the ability to have the CM/GC do early work if applicable prior to completion of design may shorten the overall duration of construction. A shortened construction duration will allow BCS to more quickly open one or both facilities, as well as some of the outdoor community amenities at the Concord site. This will generally benefit the public by expanding recreational opportunities and events. Faster progress and an earlier completion date may also help BCS mitigate the risk of inflationary increase in materials and construction labor costs and the risk of non-compliance with grant funding agreements.

In addition, during constructability reviews in the design phase, the selected contractors will review long-term operating costs and advise BCS regarding the operational advantages and disadvantages associated with design alternatives. An evaluation of these alternatives will result in selections that match BCS's capacity for operations and maintenance and decrease long-term operating and maintenance costs.

Last, by selecting a CM/GC contractor through a competitive RFP process, versus a standard low-bid procurement, BCS will ensure the selected contractor is best able to maximize the savings to the overall Project budget described above.

c. *Public benefits that may result from granting the exemption.*

By utilizing an RFP process to select the CM/GC, BCS can select the contractor who can also



best maximize public benefits. With the CM/GC method, BCS expects to shorten the construction duration, mitigate change orders, enhance constructability and minimize inflation impacts. The CM/GC delivery method also provides an opportunity to minimize disruptions to the surrounding areas, including neighboring property owners and activities at both sites. All of these significant benefits are in the public's interest.

In addition, collaboration with a qualified CM/GC contractor early in the Projects' schedule allows the development of practical approaches that can achieve higher levels of participation by MWESB businesses. The CM/GC contractor's valuable advice throughout design will result in a more cohesive and higher-quality design being maintained through necessary value engineering.

With respect to using a competitive RFP process, the use of this alternative contracting method will allow BCS to identify, evaluate, and select contractors who can work with the public and maximize the aforementioned public benefits for these types of projects.

*d. Whether value engineering techniques may decrease the cost of the public improvement*

Utilizing a competitive RFP process to select a CM/GC contractor to provide input and constructability review directly with the design team during the early design phase will facilitate the value engineering process by ensuring the contractor is selected based upon specific experience in these areas. Utilizing the CM/GC delivery method ensures options can be considered while the design is being finalized and with minimal issuance of change orders during construction. Since the contractor is directly involved in value engineering evaluations, unrealistic or impractical options can be dismissed quickly when appropriate. When it occurs, value engineering on standard low-bid projects typically results in increased design costs because the completed design must be revised to accommodate the changes that result from value engineering. These additional costs may be avoided or limited under the CM/GC delivery method, thereby decreasing the cost of this public improvement.

This type of contract also allows the designer and contractor to more easily explore the feasibility of innovative design solutions and incorporate ongoing value engineering, which BCS expects to result in more innovative projects, at a lower cost, with shortened project completion times.

With respect to using a competitive RFP process, as before the use of this alternative contracting method will allow BCS to better identify, evaluate, and select contractors with requisite value engineering experience as part of the selection process.

*e. The cost and availability of specialized expertise that is necessary for the public improvement.*

With respect to the CM/GC delivery method, it will be a requirement in the RFP that the CM/GC have expertise in working on projects with similar size, scale, and complexity as the proposed Projects. The design and construction of specific project elements, including the interactive water feature and universal access playground, requires special expertise, knowledge, and experience, all of which can be factored into the contractor selection in the RFP process. The selection of a contractor with such specialized expertise to construct the Projects will result in a substantially lower risk to BCS, resulting in lower costs and increased benefit to the community.

The ability to factor expertise and experience into contractor selection is inherent in the RFP process, but is not normally part of the standard low-bid process. The standard process does not ensure a contractor will possess the needed special expertise because prospective bidders need meet only limited responsiveness criteria. The ability to consider each proposer's degree of expertise in these areas is an integral component of the CM/GC proposal evaluation process.

*f. Any likely increases in public safety.*

In terms of the competitive RFP process, the contractor's actual safety performance on similar past projects is critical and will be evaluated as part of the proposal review process. A competitive RFP procurement affords BCS the best opportunity to select contractors with proven, successful safety records.

These projects will require the utmost attention to public safety, as the surrounding uses include an active business district, fire station, overhead power lines, and single-family homes (Gladstone) and a residential neighborhood and adjacent state route (OR-99/McLoughlin Boulevard) (Concord). At the Concord site, informal passage through the site will need to be interrupted for some duration while permanent improvements are made.

Construction-generated staging, delivery, and parking activity will need to be considered in a comprehensive construction traffic safety and mitigation plan for both sites. Constant attention to needs of neighbors, visitors, and construction crews is crucial to maintaining a safe working and living environment for workers and the general public. By utilizing the CM/GC delivery method, the contractor will work with the project team during the design phase to understand, plan for, and minimize safety hazards and conflicts between the Projects and the public. The contractor will provide input into issues of project phasing, construction staging areas, construction access corridors, and scheduling to reduce impacts. The close teamwork provides maximum flexibility to address both anticipated issues and new concerns that may arise. Ultimately this input will increase the public safety of the Project and reduce the risk of delays and costly injury claims.

*g. Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement;*

For the reasons previously identified, granting an exemption for alternative contracting and utilizing the RFP for selection of the CM/GC contractor reduce risk to BCS through Project cost savings. As detailed in section (f), granting of the exemption for the CM/GC delivery ensures the highest levels of project oversight and an increase to the safety of the public during construction. Using the RFP process further reduces risks by expanding the factors and qualifications considered in the contractor selecting process.

*h. Whether granting the exemption will affect the sources of funding for the public improvement.*

Construction of the Project will be funded through a variety of sources as outlined in Section B, including local bonding and System Development Charges ("SDCs"). The use of SDCs is permitted by existing policies. The exemption will allow use of the CM/GC alternative delivery, via competitive RFP selection, to best ensure timely progression to the construction phase and an efficient timeline for the construction phase. BCS expects both of these to enable

the project team to accept and utilize eligibility of the project for SDC funds under current policies.

- i. *Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement.*

Market conditions for construction in the Portland metro area are extremely busy, with rising construction costs and a tight labor market. General contractors have been able to be much more selective in the work they pursue. It will be important to package this work in the most attractive manner to draw quality contractors and to eliminate as many barriers as possible.

A competitive RFP procurement to select a CM/GC contractor will better enable BCS to manage construction bid risks within a robust construction market. BCS is more likely to attract experienced and capable general contractors using alternative contracting methods. In addition, using the CM/GC delivery method will provide the advantages of real-time market pricing during design to inform material and equipment selection. In addition, an alternative contracting method will allow BCS to collaborate with the contractors on items and installations that are not off-the-shelf, such as the universal access play area, the interactive water feature and the installation of public art integrated into the overall park design. Such elements/installations often require one-of-a-kind construction details for which the professional design community and/or construction industry do not have standard pricing structures.

Use of a standard low-bid approach in a tight or rising cost construction market increases the risk bids will exceed budget, with limited options to address overages through scope reductions. When bids exceed budget, it causes delay and budget problems as staff work to find solutions to make the project viable. Any delays translate into additional costs due to increasing construction material costs and other associated costs. Use of the CM/GC delivery methods will enable BCS to better respond to market conditions in a manner that results in a lower-cost Project.

- j. *Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement*

These Projects face several complexities making site design and construction more complex:

- *Site conditions and context:* working in a developed downtown setting next to an active fire station and proximate to overhead electrical wires, , working adjacent to a residential neighborhood, combining new construction with renovation of an existing structure, the need to maintain or detour public access;
- *Unique project elements:* the universal access play area, interactive water feature and installation of public art which require specialized and/or site-specific technical expertise, knowledge, and experience; and
- *Requirements of Settlement Agreement:* The 2017 Settlement Agreement between City of Gladstone and Clackamas County governing the development of the Projects required the design and development of two libraries, one in the Gladstone, Oregon and one in Oak Grove, Oregon.
- *Requirements of Intergovernmental Agreement:* The 2019 Intergovernmental Agreement between the City of Gladstone and Clackamas County outlined the Project design documents for the Gladstone Library to be completed by 12/30/21. Permits must be obtained, contractor must be procured and GMP proposal approved by board

by 6/30/22.

As noted previously, the CM/GC delivery method will better enable BCS to address these complexities in a more efficient and cost-effective manner. The competitive RFP selection process for a CM/GC contractor will ensure selection of a contractor with necessary experience to manage these complexities, require the contractor to demonstrate the necessary experience and expertise to address them, and require the contractor to perform work in accordance with a schedule that meets contract deadlines driven by financing and the owner's project delivery obligations to the community.

The selection of a contractor with demonstrated experience and success in implementing such projects increases the likelihood of the project being completed on budget and with fewer construction delays and change orders. This results in lower costs, lower risk, and increased benefit to BCS and the public. The CM/GC method will facilitate early identification and mitigation of risks by leveraging the expertise of the CM/GCs in addition to the county and designers.

Beyond the minimum requirements for bidder responsibility, a standard low-bid procurement does not permit an in-depth evaluation of a contractor's technical qualifications or proven ability to address these complex technical issues. Use of an RFP process for the CM/GC method, which will include several evaluation criteria in addition to price, allows BCS to evaluate a contractor's experience in similar work and in successfully navigating similar complexities.

*k. Whether the public improvement involves new construction or renovates or remodels an existing structure.*

The Projects include a combination of new construction, remodeling, and landscape improvements. Both projects will occur on sites with previous land uses and structures that could present unforeseen conditions. The Concord project requires the construction of a new building that will adjoin the existing structure, which is to be remodeled. The Gladstone project includes demolition of an existing structure, and new construction on the site. It also requires protection of hardscape, furnishings, parking and landscape elements on neighboring sites and public right-of-way, as well as protection of existing stormwater facilities; fire hydrants; overhead power lines; curb, gutter, and sidewalk; mature street trees, and a TriMet bus stop. BCS must ensure that both Projects are properly, safely, efficiently, and successfully implemented and considers the CM/GC process the preferred method for this as it allows for revising the design in close collaboration with the design team and resequencing work as needed.

In addition, the ability to perform early work under a CM/GC contract, such as additional soil testing or grading and excavation, provides the team opportunities to identify unforeseen conditions at the project site and thereby enables project designers to efficiently address design changes during the design phase, rather than during the construction phase.

The qualifications-based RFP process will allow BCS to give appropriate weight to proposers that are skilled and experienced in performing similar site work. Because of the nature of constructing park improvements on a site formerly utilized for commercial buildings, it will be important for BCS to select a contractor with experience in addressing unforeseen conditions.

*l. Whether the public improvement will be occupied or unoccupied during construction.*

For both projects, the construction area will be proximate to, but closed off from, adjacent properties and uses that must remain accessible. At the Concord site, pass-through traffic will need to be interrupted during all or part of the construction. At the Gladstone site, the site itself will be vacant during construction, but immediately adjacent properties, including a fire station, will remain open and operational throughout construction. A CM/GC contractor provides the expertise on construction staging, access, detouring, sequencing, scheduling, and proactive communications that will be required to maintain public safety and minimize disruption as much as possible around the sites without compromising budget compliance or timely completion. The use of the competitive RFP process to select the CM/GC will ensure this expertise is available.

*m. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions.*

It is expected that the construction efforts for the Projects will be a single phase. However, BCS will look to the CM/GC to determine the most appropriate phasing based on the scope of work.

In addition, the ability of the parties to perform early work if advantageous before the design is completed may allow construction to be completed earlier. Moreover, where appropriate, early work may be performed to investigate potential unforeseen conditions that could impact the Projects' designs, thus avoiding costly re-design work and change orders. The use of the competitive RFP process to select the CM/GC will ensure the input is provided to make the best decision for successful project execution.

*n. Whether the contracting agency has retained under contract, and will use contracting agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency will use to award the public improvement contract and to help negotiate, administer, and enforce the terms of the public improvement contract.*

A Project team has been established that includes staff from BCS, County Counsel, and County Procurement that will actively participate in the project from inception to completion. BCS will retain the services of an owner's representative to assist with the procurement and contracting phase and construction management services during construction. BCS has also retained the services of an architect-led design team and will retain other consultants as needed throughout the project. The combination of staff and consultants have experience completing similar projects using the CM/GC project delivery methods and have the necessary qualifications and expertise to negotiate, administer, and enforce the terms of the public improvement contract.

#### **D. Contract Terms and Conditions**

The technical complexities and uncertainties of the Project make it critical for the contract to contain specific terms and conditions that will increase efficiency and result in reduced costs. The above referenced Project team along with the owner's representative will ensure the resulting contract includes industry best practices, mitigates BCS and the Project's risk exposure, and ensures that fees are fair and reasonable for the project. County Counsel will also ensure that the contract includes all

legally required public procurement terms.

**E. Reservation of Rights**

ORS 279C.335(6) provides that the representations in and the accuracy of these findings are the bases for a contract-specific exemption if adopted by a Board of County Commissioners resolution. These findings also describe, to some extent, anticipated features of the RFP and resulting public improvement contract, but the final parameters of the contract are those characteristics that will be announced in the solicitation document, and BCS specifically reserves all of its rights in this regard.

**G. Recommendation**

A competitive RFP process to procure a CM/GC contractor is the preferred option for the Project. The RFP process will ensure that the selected contractors have the experience, expertise, and past performance to position the Project for success. Further, the RFP competitive process ensures that meaningful competition will occur and that favoritism is not an element of the selection process. All these factors will assist BCS in achieving fair and equitable selection of a contractor that will deliver both good design and successful completion while minimizing public impacts, controlling construction costs, and meeting an agreed-upon schedule.

Utilizing the CM/GC delivery method will enable the selected contractor to collaborate in the design effort and will yield the most cost-effective and practical choices in design options while still allowing BCS to retain control of the design and costs. Perhaps most importantly, the CM/GC method will provide the team collaboration needed to meet financing timelines for construction and allow for a smoother and timelier progression to the start and completion of construction. This ultimately results in substantial cost savings and other substantial benefits, as described above, to BCS.

BCS staff therefore recommends adoption of a resolution approving a contract-specific exemption for the Project that permits use of the CM/GC delivery method, and to permit use of the competitive RFP process to award a CM/GC contract.



June 24, 2021

Board of County Commissioners  
 as the governing body of  
 Water Environment Services

Members of the Board:

Approval of a Resolution for a Water Environment Services  
Supplemental Budget for Fiscal Year 2020-21

<b>Purpose/Outcomes</b>	Public Hearing for a supplemental budget change for FY 2020-21.
<b>Dollar Amount and Fiscal Impact</b>	The effect is an increase in appropriations of \$9,236,170.
<b>Funding Source</b>	Series 2021 Sewer Revenue Obligations issued by Water Environment Services. No County General Fund revenues are involved.
<b>Duration</b>	FY 2020-21
<b>Previous Board Action/Review</b>	Budget Adopted June 18, 2020; Approval of a Resolution Authorizing a Financing for New Capital Projects for Water Environment Services on November 25, 2020.
<b>Counsel Review</b>	This Resolution was reviewed and approved by County Counsel on May 10, 2021.
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government by providing budget responsibility and transparency.
<b>Contact Person</b>	Chris Storey, WES Assistant Director (503-742-4543)
<b>Contract No.</b>	<i>Not Applicable.</i>

**BACKGROUND:**

Each fiscal year it is necessary to reduce or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of Water Environment Services (“WES”). The attached resolution reflects such changes requested by WES in keeping with a legally accurate budget. These changes are in compliance with Oregon Local Budget Law ORS 294.338, ORS 294.433 - ORS 294.481, and ORS 294.900 – ORS 294.930, which allows for governing body approval of budget changes under qualified circumstances. The required notice was published in the Oregonian on June 11, 2021.

On February 24, 2021, WES issued Series 2021 Sewer Revenue Obligations in the amount of \$40,000,000 with a true interest cost of 0.84%. The timing of this issuance enabled WES to take advantage of historically low interest rates and avoid an estimated \$8 million in interest expenses previously included in the long-term financial plan. The total proceeds received were \$48,687,948, including a premium of \$8,801,286 (“Premium”) and after deductions of a portion of the issuance costs.

The first debt service payment of \$434,884 for the obligations was due June 1, 2021 and the Premium needs to be transferred to the debt service fund where it will act as a reserve to pay future debt service on the obligations in order to realize the true effective interest rate.

As the issuance was not contemplated in the original budget for FY 2020-21, neither the debt service payment nor the transfer of the reserve for future debt service were appropriated. While under ORS 294.338, Oregon Budget Law provides an exclusion for revenue bonds sold in the current year, it is best practice to request supplemental budget approval.

The effect of this resolution is an increase in revenues of \$48,687,948 and an increase in appropriations of \$9,236,170.

<b>Item</b>							
<b>1 Water Environment Services Sanitary Sewer Construction Fund 639</b>							
<b>Resources</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>
Fund Balance	43,746,421	-	43,746,421	Capital Outlay	29,124,500	-	29,124,500
Revenues	699,900	-	699,900	Contingency	7,281,125	-	7,281,125
Loan Proceeds	9,100,000	-	9,100,000	Interfund Transfers	-	8,801,286	8,801,286
Bond Proceeds	-	48,687,948	48,687,948	Ending Fund Balance	28,140,696	39,886,662	68,027,358
Interfund Transfer	11,000,000	-	11,000,000				
<b>Revised Total Fund Resources</b>			<b>113,234,269</b>	<b>Revised Total Fund Requirements</b>			<b>113,234,269</b>
Comments: Recognizing proceeds from Sewer Revenue Obligations Series 2021 issued on February 24, 2021 and appropriating transfer of premium to State Loan Debt Service Fund 635.							
<b>2 Water Environment Services State Loan Debt Service Fund 635</b>							
<b>Resources</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>
Fund Balance	841,979	-	841,979	Principal and Interest	612,581	-	612,581
Revenues	267,000	-	267,000	Reserves	53,104	8,801,286	8,854,390
Interfund Transfers	500,000	8,801,286	9,301,286	Interfund Transfers	200,000	-	200,000
				Ending Fund Balance	743,294	-	743,294
<b>Revised Total Fund Resources</b>			<b>10,410,265</b>	<b>Revised Total Fund Requirements</b>			<b>10,410,265</b>
Comments: Authorizes a transfer from the Sanitary Sewer Construction Fund of \$8,801,286 for the Sewer Revenue Obligations Series 2021 premium and authorizes an increase in Reserves of \$8,801,286.							
<b>3 Water Environment Services Revenue Bond Debt Service Fund 636</b>							
<b>Resources</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>
Fund Balance	392,707	-	392,707	Principal and Interest	6,768,056	434,884	7,202,940
Revenues	21,300	-	21,300	Ending Fund Balance	614,007	(434,884)	179,123
Interfund Transfers	6,968,056	-	6,968,056				-
<b>Revised Total Fund Resources</b>			<b>7,382,063</b>	<b>Revised Total Fund Requirements</b>			<b>7,382,063</b>
Comments: Appropriating a debt service payment due on June 1, 2021 for Sewer Revenue Obligations Series 2021 issued on February 24, 2021.							

The attached resolution has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board, as the governing body of Water Environment Services, adopt the attached resolution in keeping with a legally accurate budget.

Respectfully submitted,

**Chris Storey**  
 Digitally signed by Chris Storey  
 Date: 2021.06.03 07:31:33 -07'00'

Chris Storey, Assistant Director  
 WES

Attachments: Authorizing Resolution



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

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget and Making Appropriations for  
Fiscal Year 2020-21 for Water  
Environment Services



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

*Page 1*

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

WHEREAS, a supplemental budget for the period of July 1, 2020 through June 30, 2021, inclusive, has been prepared and published as provided by statute;

WHEREAS, Water Environment Services issued Series 2021 Sewer Revenue Obligations in February 2021 and the first payment of \$434,884 was due June 1, 2021; and

WHEREAS, the total proceeds of the Series 2021 Sewer Revenue Obligations included a premium of \$8,801,286, which will be transferred to the Debt Service Fund 635, where it will act as a reserve to pay future debt service on the obligations; and

WHEREAS; the funds being adjusted are:

- . Water Environment Services Sanitary Sewer Construction Fund 639
- . Water Environment Services State Loan Debt Service Fund 635
- . Water Environment Services Revenue Bond Debt Service Fund 636

It further appearing that it is in the best interest of Water Environment Services to approve this change in appropriations for the period of July 1, 2020 through June 30, 2021.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, AS THE GOVERNING BODY OF WATER ENVIRONMENT SERVICES, THAT:**

Pursuant to its authority under ORS 294.338, ORS 294.433 – ORS 294.481, and ORS 294.900 – ORS 294.930, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A, which by this reference is made a part of this Resolution.

**DATED** this 24th day of June 2021

CLACKAMAS COUNTY BOARD OF COUNTY  
COMMISSIONERS as the Governing Body  
of Water Environment Services:

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET  
WATER ENVIRONMENT SERVICES  
Exhibit A  
CHANGES OF GREATER THAN 10% OF BUDGET  
June 24, 2021**

**SANITARY SEWER CONSTRUCTION FUND 639**

Revenues:	
Bond Proceeds	\$ 48,687,948
Total Revenue	<u>\$ 48,687,948</u>
Expenditures:	
Not Allocated to Organizational Unit	
Transfers	\$ 8,801,286
Ending Fund Balance	39,886,662
Total Expenditures	<u>\$ 48,687,948</u>

Sanitary Sewer Construction Fund 639 is requesting to recognize proceeds of the Series 2021 Sewer Revenue Obligations issued in February 2021 and a transfer of the related premium of \$8,801,286 to the State Loan Fund 635.

**STATE LOAN FUND 635**

Revenues:	
Transfers	\$ 8,801,286
Total Revenue	<u>\$ 8,801,286</u>
Expenditures:	
Not Allocated to Organizational Unit	
Reserve for Future Expenditure	\$ 8,801,286
Total Expenditures	<u>\$ 8,801,286</u>

State Loan Fund 635 is requesting to recognize an interfund transfer from the Sanitary Sewer Construction Fund and an increase in reserve for future expenditure.

**REVENUE BOND FUND 636**

Revenues:	
Total Revenue	<u>\$ -</u>
Expenditures:	
Not Allocated to Organizational Unit	
Debt Service	\$ 434,884
Ending Fund Balance	(434,884)
Total Expenditures	<u>\$ -</u>

Revenue Bond Fund 636 is requesting to recognize additional debt service of \$434,884 for the first payment due for the Series 2021 Sewer Revenue Obligations issued in February 2021 and a decrease in Ending Fund Balance.

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Local Subrecipient Agreement with  
Children's Center to provide Child Abuse Medical Assessments

<b>Purpose/Outcome</b>	Children's Center will conduct child abuse medical assessments to children suspected of being abused. Families of children determined to have been abused will be referred to resources, services, and treatment, as appropriate.
<b>Dollar Amount and Fiscal Impact</b>	This agreement is for \$181,800.
<b>Funding Source</b>	Clackamas County General Funds
<b>Duration</b>	July 1, 2021 to June 30, 2022
<b>Previous Board Action/Review</b>	n/a
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 5/24/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Local Sub-Recipient grant award
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	CFCC-10143

**BACKGROUND:**

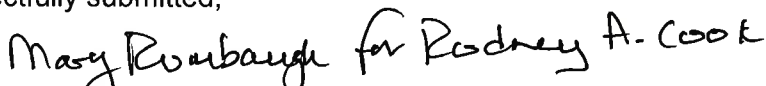
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Children's Center. Children's Center is a non-profit child abuse intervention center accredited by the National Children's Alliance, committed to research-supported practice, and is accountable to national standards that inform their work. Funding will provide child abuse medical assessments. Families of children determined to have been abused will be referred to resources, services, and treatment, as appropriate.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$181,800.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,



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

*Healthy Families. Strong Communities.*

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

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



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 10143	<b>Division:</b> CFCC	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Jessica Duke	<input type="checkbox"/> Revenue
	<b>Program Contact:</b> VanDyke, Sarah	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, June 24, 2021

**CONTRACT WITH:** Children's Center

**CONTRACT AMOUNT:** \$181,800.00

**TYPE OF CONTRACT**

<input checked="" type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year    7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year    _____ - _____
<input type="checkbox"/> Upon Signature    _____ - _____	<input type="checkbox"/> Biennium    _____ - _____
<input type="checkbox"/> Other    _____ - _____	<input checked="" type="checkbox"/> Retroactive Request?    _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Monday, May 24, 2021  
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**  Jessica E.A. Duke, Prevention Unit Manager  
Date: May 25, 2021

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Children's Center

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 6/24/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Children's Center will conduct child abuse medical assessments on children suspected of being abused and conduct hair testing on children to provide information about drug exposure. Families of children determined to have been abused will be referred to resources, services, and treatment, as appropriate.

**H3S CONTRACT NUMBER:** 10143

<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-10143</b>	
Program Name: <b>Child Abuse Medical Assessment</b> Program/Project Number: CFCC 10143	
This Agreement is between <b>Clackamas County</b> , Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and <b>Children's Center</b> (SUBRECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b>Nicole Unck</b>	Program Manager: <b>Sarah Van Dyke</b>
Clackamas County Finance  2051 Kaen Road  Oregon City, OR 97045  (503) 742-5430  NUnck@clackamas.us	Children, Family & Community Connections  112 11 <sup>th</sup> Street  Oregon City, OR 97045  (503) 557-5829  svandyke@clackamas.us
<b>RECIPIENT Data</b>	
Finance/Fiscal Representative: <b>Leslie Everson</b>	Program Representative: <b>Karen Rush</b>
Children's Center  1713 Penn Lane  Oregon City, OR 97045  503-655-7725  leslie@childrenscentercc.org	Children's Center  1713 Penn Lane  Oregon City, OR 97045  503-655-7725  karenrush@childrenscentercc.org
FEIN: 75-3027143	

### RECITALS

1. Child abuse is defined as a physical injury, general and/or severe neglect, sexual abuse, sexual assault, exploitation, emotional, maltreatment and or willful harm or endangerment. Without treatment, child victims of abuse are likely to suffer long-term trauma that can adversely affect the course of their lives. During the 2019-2020 fiscal year, Children's Center provided medical examinations for 470 Clackamas County children who were suspected victims of abuse or neglect.
2. Children's Center (SUBRECIPIENT) is a private, non-profit child abuse intervention center accredited by the National Children's Alliance. It supports Clackamas County children and families experiencing suspected physical abuse, sexual abuse, emotional abuse and neglect, including drug endangerment and witness to violence.
3. Clackamas County (COUNTY) desires to have its citizens share in the benefits of SUBRECIPIENT resources to provide child abuse medical assessments and forensic interviews for children suspected of experiencing abuse to determine whether or not abuse has occurred and if there is a need for further treatment. Children's Center is the only agency located in Clackamas County able to provide this unique and specialized service to children and families in crisis due to child abuse. It has demonstrated the capacity and expertise to provide services outlined in this agreement.

4. County General Fund dollars will be used to finance this Local SUBRECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

#### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$181,800**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:



- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D-1: Request for Reimbursement. All reports must be submitted on templates provided in the Exhibits, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2022), or such longer period as

may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- i) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship and all associated amendments.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) SUBRECIPIENT 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 SUBRECIPIENT or its employees or agents in the performance of this Agreement shall be deemed confidential information and SUBRECIPIENT agrees to hold such confidential information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information.
- d) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

#### 12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation,

whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
  - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and

direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.

- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

**RECIPIENT**

Children's Center  
1713 Penn Lane  
Oregon City, OR 97045

**CLACKAMAS COUNTY**

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

By:   
Karen Rush, Executive Director

**Signing on behalf of the Board:**

By: \_\_\_\_\_  
Tootie Smith, Clackamas County Chair

Dated: 5/25/21

Dated: \_\_\_\_\_

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

## **EXHIBIT A-1: SCOPE OF WORK**

### **Program Description**

Work to be conducted through this funding includes child abuse medical assessments and forensic interviews for children suspected of experiencing abuse to determine whether or not abuse has occurred and if there is a need for further treatment. The children and their families will be connected to other treatment, as appropriate.

36 children and their families will be served:

- Children will receive a medical examination by a clinical professional with specific training and expertise to detect, document, and treat child abuse cases.
- Children will receive a professional forensic child interview, characterized by non-leading questions, appropriate rapport building, assessment of safety risks and disclosure of specific information obtained.
- Children and their families will be referred to appropriate treatment per linkage agreements with treatment partners.

### **Outcomes**

- 100% of children served will have complete medical examination documentation in their file.
- 95% of families will report satisfaction with the quality of assessment.
- Will report percentage of cases seen at the Center that involved families impacted by domestic violence.

### **Funder Recognition**

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections and include its logo.

Marketing materials produced using these grant funds must be submitted with quarterly reports.





### **EXHIBIT A-3: CLIENT FEEDBACK SURVEY**

Children's Center will submit a client feedback survey report along with the Work Plan Quarterly Report once per quarter.

The report will summarize responses from those using Center services and will include the following questions:

- The staff members from the Center were friendly and pleasant.
- The Center staff provided me with resources to support my child and respond to his or her needs in the days and weeks ahead.
- Program staff were knowledgeable and respectful.
- My cultural/ethnic background was respected.

**EXHIBIT B: PROGRAM BUDGET**

Exhibit B: Program Budget		
<p><i>County agrees to pay a total of \$181,800 annually for child abuse medical assessment over the duration of the Agreement. This amount is based on Children's Center conducting an estimated 3 child abuse medical assessments per month paid at a rate of \$5,050 per child assessment conducted.</i></p>		
<b>Recipient:</b>	Children's Center	<b>Agreement:</b> CFCC-10143
<b>Address:</b>	1713 Penn Lane	
	Oregon City, OR 97045	
<b>Contact Person:</b>	Leslie Everson	
<b>Phone Number:</b>	503-655-7725	
<b>E-mail:</b>	<a href="mailto:leslie@childrenscenter.cc">leslie@childrenscenter.cc</a>	
<b>Funding for FY21-22</b>	<b>Description</b>	
\$181,800.00	County General Fund	
<b>Senior Program Planner:</b>	Sarah Van Dyke	
<b>Department/Division:</b>	H3S/Children, Family and Community Connections	
<b>Phone:</b>	503-557-5829	
<b>E-mail:</b>	<a href="mailto:svandyke@clackamas.us">svandyke@clackamas.us</a>	

## EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

### Schedule and Requirements:

Due **monthly** by the 15<sup>th</sup> of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 15<sup>th</sup> of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey

Quarterly due dates:

- July – September            Due October 15, 2021
- October – December        Due January 15, 2022
- January – March             Due April 15, 2022
- April – June                  Due July 15, 2022

**Note: Additional reports may be requested, including but not limited to a yearly participant demographic report.**

**EXHIBIT D-1: REQUEST FOR REIMBURSEMENT**

Exhibit D-1: Request for Reimbursement			
Recipient:	Children's Center	Agreement #: 10143	
Address:	1713 Penn Lane		
	Oregon City, OR 97045		
Contact Person:	Leslie Everson - Controller		
Phone Number:	503-655-7725		
E-mail:	leslie@childrenscenter.cc		
Grant Award Amount - assessments	Current Reimbursement Request	Previously Requested	Balance
\$ 181,800.00	\$ -	\$ -	\$ 181,800.00
<b>Request submitted by:</b>			
		Authorized Agency Representative	Date
<b>Instructions:</b>			
Recipient will submit a monthly Request for Reimbursement with an authorized signature using this form.			
Request for reimbursement will be submitted by the 15th of the month for the previous month.			
Reimbursement for assessments shall be based on a rate per assessment of \$5,050 -- 3 assessments per month (36 total for the year) at \$15,150 per month as authorized in Exhibit B of this Agreement. Reimbursement shall not exceed \$181,800..			
Recipient agrees to keep accounting records consistent with generally accepted accounting principles, and further agrees to make these record available for review by County personnel, if necessary.			
Requests for Reimbursement are subject to review and approval of the Senior Program Planner and Division Fiscal Representative. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.			
Requests for Reimbursement shall be submitted electronically along with the Monthly Activity Report to:			
	Sarah Van Dyke/Senior Program Planner	Stephanie Radford/Fiscal Rep.	
	svandyke@clackamas.us	sradford@clackamas.us	

## EXHIBIT D-2: MONTHLY ACTIVITY REPORT

July 1, 2021 through June 30, 2022

**Agency:** Children's Center

**Funded Service:** Child abuse medical assessments

**Program Contact:** Karen Rush

**Contact Info:** karenrush@childrenscenter.cc

*This report covers the fiscal year starting July 1, 2021 through June 30, 2022. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

*Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.*

**1. Total number of participants served during the month with the funding allocated for this programming:**

Number of children (0-6 years):

Number of children (6+ years):

Case numbers:

**2. Activities that were conducted during the month with the funding allocated for this programming:**

**3. Compelling story or illustration of program success:**

Person(s) completing this form:

Date:



June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #3 with  
Community Living Above to provide  
Youth marijuana and substance abuse prevention efforts in West Linn/Wilsonville.

<b>Purpose/Outcome</b>	Community Living Above (CLA) will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community norms around the use of drug/alcohol, and increase youth resistance skills in West Linn/Wilsonville to middle and high school students.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #3 adds \$30,000 for a maximum value of \$120,000 and extends the end date to June 30, 2022. No County Staff are funded through this Agreement.
<b>Funding Source</b>	Marijuana Tax Revenue
<b>Duration</b>	July 1, 2021 through June 30, 2022
<b>Previous Board Action/Review</b>	072320-A5
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 5/20/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer, 971-533-4929
<b>Contract No.</b>	CFCC -9095

**BACKGROUND:**

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #3 with Community Living Above (CLA). CLA is a community-based coalition that engages, educates, and empowers individuals, youth, and their families in drug and alcohol prevention in the West Linn/Wilsonville school district. The agreement will increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/post-tests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2022 and adds \$30,000 for a maximum value of \$120,000. It has been reviewed and approved by County Counsel.

*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 Amendment and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Rowanburgh for Rodney A. Cook*  
Rodney A. Cook  
Interim Director  
Health, Housing & Human Services



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9095	<b>Division:</b> CFCC	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Jessica Duke	<input type="checkbox"/> Revenue
	<b>Program Contact:</b> Elizabeth White	<input checked="" type="checkbox"/> Amend # 3 \$ \$30,000.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Monday, June 21, 2021

**CONTRACT WITH:** Community Living Above

**CONTRACT AMOUNT:** \$120,000.00

**TYPE OF CONTRACT**

- |   |  |
|---|--|
| <input type="checkbox"/> Agency Service Contract        | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement         | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement    | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off                                     |

**DATE RANGE**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> 4 or 5 Year _____ - _____          |
| <input checked="" type="checkbox"/> Upon Signature _____ - _____          | <input checked="" type="checkbox"/> Biennium _____ - _____             |
| <input checked="" type="checkbox"/> Other _____ - _____                   | <input checked="" type="checkbox"/> Retroactive Request? _____ - _____ |

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: \_\_\_\_\_

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**  Jessica E.A. Duke, Prevention Unit Manager

Date: June 1, 2021

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Community Living Above

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 6/21/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Community Living Above (CLA) will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community norms around the use of drug/alcohol, and increase youth resistance skills in West Linn/Wilsonville to middle and high school students.

Community Living Above will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community normss around the use of drug/alcohol, and increase youth resistance skills in West Linn/Wilsonville to middle and high-school students.

**H3S CONTRACT NUMBER:** 9095

Local Subrecipient Grant Amendment (FY 21-22)  
**H3S – Children, Family & Community Connections Division**

Local Grant Agreement Number: 9095

Board Order Number: 072320

Department/Division: H3S-CFCC

Amendment No. 3

Local Recipient: Community Living Above

Amendment Requested By: Adam Freer

Changes:  Scope of Service  
 Agreement Time

Agreement Budget  
 Other:

**Justification for Amendment:**

This Amendment 3 adds additional funds to continue Youth Substance Abuse Prevention services. Community Living Above will continue to implement strategies to reduce the risk of youth substance use/abuse and increase youth resistance skills.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$120,000. It becomes effective July 1, 2021 and terminates June 30, 2022.

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

**AMEND:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than December 1, 2018 and not later than June 30, 2020, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

1. **Term and Effective Date.** *This Amendment shall become effective on July 1, 2021. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses incurred from July 1, 2021 to June 30, 2022, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.*

**AMEND:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is \$90,000.

**TO READ:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is ***\$120,000.***

**REPLACE:**

Exhibit B: Community Living Above – YSAP Budget

**WITH:**

EXHIBIT B: RECIPIENT BUDGET	
<b>Organization:</b>	Community Living Above
<b>Program Name:</b>	Youth Substance Abuse Prevention 9095 Amend 3
<b>Program Contact:</b>	Pam Pearce
<b>Agreement Term:</b>	12/1/2018 - 6/30/2022
<b>Approved Award Budget Categories</b>	
	<i>Requested Budget 7/1/21-6/30/22</i>
<b>Personnel Services</b>	
.50 FTE	\$ 10,140.00
Fringe (payroll taxes, workers comp)	\$ 2,037.00
<b>Total Personnel Services</b>	
	<b>\$ 12,177.00</b>
<b>Administration</b>	
Payroll	\$ 660.00
Liability Insurance	\$ 2,873.00
Quickbooks software	\$ 840.00
Capacity Building (newsletter, marketing of events, website support)	\$ 7,000.00
<b>Program Supplies</b>	
Meeting Food/Refreshments	\$ 1,800.00
Promotional SWAG	\$ 500.00
Promotional events, Educational Materials	\$ 1,100.00
Campaign "Parents Who Host Lose the Most"	\$ 700.00
Resource Directory	\$ -
TAB Graduation Event	\$ 750.00
Office supplies (mtg exp, supplies, copies, program materials )	\$ 500.00
Training/Conference	\$ 1,100.00
<b>Total Programmatic Costs</b>	
	<b>\$ 17,823.00</b>
<b>Total Approved Budget</b>	
	<b>\$ 30,000.00</b>

**ADD:**

Exhibit C-1: Community Living Above – YSAP Request for Reimbursement July '21 – June '21

Exhibit C-1 REQUEST FOR DISBURSEMENT																																		
Requests for payment and projected costs are due 15 days before the end of the quarter, and should include: - Request with an authorized signature - Narrative explaining projected costs and activities that will occur																																		
<b>Organization:</b> Community Living Above (CLA)			<b>Contract #:</b> 9095 - Amend 3																															
<b>Address:</b> 2600 Lexington Terrace West Linn, OR 97068			<b>Payment request is for:</b>																															
<b>Contact Person:</b> Pam Pearce																																		
<b>Phone Number:</b> 503-719-2057																																		
<b>E-mail:</b> <a href="mailto:communitylivingabove@gmail.com">communitylivingabove@gmail.com</a>																																		
Budget Category	Budget	Projected Costs July-Sept '21	Received To Date	Balance																														
<b><u>Personnel</u></b>																																		
50 FTE	\$ 10,140.00		\$ -	\$ 10,140.00																														
Fringe (payroll taxes/workers comp)	\$ 2,037.00		\$ -	\$ 2,037.00																														
<b>Total Personnel</b>	<b>\$ 12,177.00</b>		<b>\$ -</b>	<b>\$ 12,177.00</b>																														
<b><u>Administration</u></b>																																		
Payroll	\$ 660.00		\$ -	\$ 660.00																														
Liability Insurance	\$ 2,873.00		\$ -	\$ 2,873.00																														
Quickbooks Software	\$ 840.00		\$ -	\$ 840.00																														
Capacity Building (newsletter, marketing, website support)	\$ 7,000.00		\$ -	\$ 7,000.00																														
<b><u>Program Supplies</u></b>																																		
Meeting Food/Refreshments	\$ 1,800.00		\$ -	\$ 1,800.00																														
Promotional SWAG	\$ 500.00		\$ -	\$ 500.00																														
Educational Materials	\$ 1,100.00		\$ -	\$ 1,100.00																														
Campaign "Parents Who Host Lose the Most"	\$ 700.00		\$ -	\$ 700.00																														
TAB Graduation Event	\$ 750.00		\$ -	\$ 750.00																														
Office supplies (meeting exp, supplies, printing, copies, program materials etc)	\$ 500.00		\$ -	\$ 500.00																														
Training/Conference	\$ 1,100.00		\$ -	\$ 1,100.00																														
<b>Total Program</b>	<b>\$ 17,823.00</b>		<b>\$ -</b>	<b>\$ 17,823.00</b>																														
<b>Total Grant Costs</b>	<b>\$ 30,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000.00</b>																														
<i>Detailed explanation of projected costs and associated activities:</i>																																		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"><b>Prepared by:</b> AMLOWE</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td><b>Authorized Signer:</b> <i>Pam Pearce</i></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Date:</b> May 27, 2021</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Department Review:</b></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>CFCC Program Planner</b> Elizabeth White</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">Signature</td> <td></td> <td></td> <td style="text-align: center;">Date</td> <td></td> </tr> </table>					<b>Prepared by:</b> AMLOWE					<b>Authorized Signer:</b> <i>Pam Pearce</i>					<b>Date:</b> May 27, 2021					<b>Department Review:</b>					<b>CFCC Program Planner</b> Elizabeth White					Signature			Date	
<b>Prepared by:</b> AMLOWE																																		
<b>Authorized Signer:</b> <i>Pam Pearce</i>																																		
<b>Date:</b> May 27, 2021																																		
<b>Department Review:</b>																																		
<b>CFCC Program Planner</b> Elizabeth White																																		
Signature			Date																															

**ADD:**

Exhibit A-2: Community Living Above – Youth Substance Abuse Work Plan Quarterly Report July 1, 2021 – June 30, 2022

**Clackamas County – Children, Youth & Families  
 Work Plan and Quarterly Report**

Provider: Community Living Above (CLA)  
 Activity: Prevention Coalition Activities – Within the West Linn Contact: Pam Pearce  
 Contract Period: July 1, 2021 – June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul-Dec	Jan-Feb	Mar-Apr	May-June
<p><b>Community Assessment: A &amp; D Assessment</b></p> <ul style="list-style-type: none"> <li>Achieve a clear understanding of the local conditions related to youth substance abuse.</li> <li>Compare local student survey data with County and State data. Conduct at least 3 student focus groups and encourage participation in Student Health Survey. Interview a minimum of 6 local stakeholders. Gather law enforcement-MIPs data, school suspensions and dropout rates, emergency room visits, juvenile court data, and treatment admission data. Develop parent survey using Pride.</li> </ul>	<p>Community Assessment (Report) completed by December 31, 2021.</p> <p>Report # of focus groups, # interviews, date assessment completed.</p>	# focus groups conducted			
<p><b>Student A &amp; D Prevention Education</b></p> <ul style="list-style-type: none"> <li>Complete at least 3 educational prevention events reaching at least 300 students such as: Spring Mentor Days, TMEC, National Facts Week.</li> <li>Demonstrate number of youth reached and increased knowledge about substance use disorder.</li> <li>Continue to support Sources of Strength Program in partnership with the West Linn Wilsonville School District.</li> </ul>	<p>85% of student participants will report increased knowledge as measured by post evaluation surveys.</p> <p>10% of the total middle school and high school population is aware of the Sources of Strength Program.</p>	# events # youth participants # survey responses # reporting increased knowledge			
<p><b>Community Education</b></p> <ul style="list-style-type: none"> <li>Develop a social media campaign to build community awareness, including targeted communication to different sectors.</li> <li>Create and maintain a distribution list to strengthen and expand outreach and education activities.</li> </ul>	<p>Social media campaign launched by March 1, 2022.</p>	# of social media posts # of social media posts shared # of new contacts			
<p><b>Coalition Development</b></p> <ul style="list-style-type: none"> <li>Ensure CLA Board and Coalition membership includes all 12 sectors as indicated by the Drug-Free Communities Support Program.</li> <li>Meet with the board and coalition representatives to establish a framework that strengthens collaboration and supports implementation of activities that prevent youth substance use.</li> <li>Provide education and training for each of the coalition sector representatives.</li> </ul>	<p>Board Roster CR Roster Meeting Minutes # CADCA Attendees</p>	# sectors represented on Board # Board meetings # CADCA attendees			

**Clackamas County – Children, Youth & Families  
 Work Plan and Quarterly Report**

Provider: Community Living Above (CLA)  
 Activity: Prevention Coalition Activities – Within the West Linn Contact: Pam Pearce  
 Contract Period: July 1, 2021 – June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul- Dec	Jan- Feb	Mar- Apr	May- June
<p><b>Student Engagement</b></p> <ul style="list-style-type: none"> <li>Host a minimum of 6 High School lunches for the CLA Teen Advisory Board and peer led mentor days with middles schools. Demonstrate attendance through a sign in sheet.</li> <li>Work in partnership with schools to plan events focused on the prevention of substance use by youth.</li> </ul>	<p>90% of TAB students will report increased A &amp; D knowledge</p> <p>Support two school sponsored events by June 30, 2022.</p>	# TAB lunch events			
<p><b>Parent Education</b></p> <ul style="list-style-type: none"> <li>Host two Parent/Community Education Events:                             <ol style="list-style-type: none"> <li>Awareness &amp; Education Event – Fall                                     <ul style="list-style-type: none"> <li>- Coincides with WLHS back to school packet letter about CLA</li> <li>- "Parents Who Host Lose the Most Campaign" - Spring</li> <li>- Obtain a minimum of 200 Parent Pledges to encourage youth to be substance free.</li> </ul> </li> <li>Host 6 education, awareness, involvement events during the school year.</li> </ol> </li> </ul>	<p>85% of parent participants will report increased knowledge and skills for talking to youth about A&amp;D issues as measured by parents' survey</p>	# parent groups			
		# of parents pledging			
		# parents reporting increased knowledge and skills			

Please provide additional information to explain the numbers reported in the work plan above, problems, issues, and successes

**July 2021:**

- Create work plan to achieve a clear understanding of local conditions related to youth substance use. This includes identification of strategies to leverage Coalition representation to strengthen and expand data collection across sectors.
- Identify monthly events, awareness opportunities, community support for monthly TAB meetings

**August 2021:**

- Cont'd from July: Create work plan to achieve a clear understanding of local conditions related to youth substance use.
- Schedule events for youth, parents, community events and activities.
- Begin planning social media campaign.

**September 2021:**

- Meet with PTSO/coalition groups to introduce Coalition work
- Plan and share parent education and awareness event (Fall)
- TAB lunch
- CLA Board Meeting
- Coalition Sector Representative Meeting
- Implement plan to gather data from identified sectors
- Coalition promotes Sources of Strength Campaign with WL High School

**October 2021:**

- TAB lunch
- Meet with PTSO/Coalition groups education and training
- CLA Board Meeting
- Parent Community substance use/high risk behavior prevention/awareness event
- Cont'd gather data from sectors
- Coalition support/meeting of Sources of Strength Campaign with WL High School

**November 2021:**

- TAB lunch
- Meet with PTSO/coalition groups education and training
- Implement plan to gather data from sectors
- CLA Board Meeting
- Coalition Sector Representative Meeting
- Coalition support/meeting of Sources of Strength Campaign with WL High School

**December 2021:**

- TAB lunch
- Meet with PTSO/coalition groups education and training
- Implement plan to gather data from sectors
- CLA Board Meeting
- Coalition support/meeting of Sources of Strength Campaign with WL High School

**January 2022:**

- TAB lunch
- Parent/Community Education & awareness event
- Implement plan to gather data from sectors
- CLA Board Meeting
- Coalition support/meeting of Sources of Strength Campaign with WL High School

**February 2022:**

- TAB lunch
- Meet with PTSO group/coalition groups education and training
- Implement plan to gather data from sectors
- CLA Board Meeting
- Coalition Sector Meeting
- Coalition support/meeting of Sources of Strength Campaign with WL High School

**March 2022:**

- TAB lunch
- Meet with PTSO group/coalition groups education and training
- Implement plan to gather data from sectors
- CLA Board Meeting
- Coalition support of Sources of Strength Campaign with WL High School

**April 2022:**

- TAB lunch
- Meet with PTSO group/coalition groups education and training
- Implement plan to gather data from sectors
- CLA Board Meeting
- Parents Education Event – Parents who Host campaign implementation
- Coalition support of Sources of Strength Campaign with WL High School

**May 2022:**

- TAB lunch Celebration/Graduation
- Meet with PTSO group/coalition groups education and training
- Implement plan to gather data from sectors
- CLA Board Meeting
- Coalition Sector Meeting
- Parents who Host Campaign
- Coalition support of Sources of Strength Campaign with WL High School



## PERFORMANCE REPORTING SCHEDULE AND WORK PLAN QUARTERLY REPORT

### PERFORMANCE REPORTING SCHEDULE

Community Living Above will submit a Quarterly Activity Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 15<sup>th</sup> day of the month following the end of the quarter.

The Activity Report will include the following metrics.

- a) Number of youth served
- b) Number and type of activities conducted during the month.

A true accounting of program expenses for the previous quarter and receipts should be submitted with each request for funds using Exhibit C-3 Actual Expense Report.

Community Living Above will submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15<sup>th</sup> day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

Due dates are as follows:

- |                                 |                      |
|---------------------------------|----------------------|
| • July 1 – September 30, 2021   | due October 15, 2021 |
| • October 1 – December 31, 2021 | due January 15, 2022 |
| • January 1 – March 31, 2022    | due April 15, 2022   |
| • April 1 – June 30, 2022       | due July 15, 2022    |

The Final Performance Report should be submitted no later than July 15, 2022

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

---

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

**AGENCY**

Community Living Above  
2600 Lexington Avenue  
West Linn, OR 97068



By: \_\_\_\_\_  
Pam Pearce, Executive Director

**May 27, 2021**

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

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Tootie Smith, Board Chair  
Clackamas County

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

June 24<sup>th</sup>, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement Amendment #2 with  
Todos Juntos to provide Kindergarten Readiness Partnership & Innovation Services

<b>Purpose/Outcome</b>	Todos Juntos will implement Summer Extension programs to include, JumpStart, a kindergarten readiness program, community-based workshops and community events to families and young children to increase the readiness for pre-kindergarten children in Clackamas County Oregon Trail and Estacada School Districts.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #2 adds \$67,630 for a maximum value of \$286,341 and extends the end date to September 30, 2021. No County General Fund involved and no match required.
<b>Funding Source</b>	State of Oregon, Dept of Education through its Early Learning Division - Kindergarten Innovation Partnership Summer Extension
<b>Duration</b>	This amendment is effective July 1, 2021 for services ending September 30, 2021.
<b>Previous Board Action/Review</b>	070920
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 05/27/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	CFCC 9473

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Subrecipient Grant Amendment #2 with Todos Juntos to provide Kindergarten Partnership Innovation Summer Extension services to families and kindergarten-aged children in the Oregon Trail and Estacada School Districts of Clackamas County. Todos Juntos will provide culturally responsive-programs dedicated to help transition families and young children into kindergarten.

This Local Subrecipient Grant Agreement Amend #2 is effective upon signature by all parties for services starting on July 1, 2021 and terminating on September 30, 2021. This Agreement has a maximum value of \$286,341.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Rumbough for Rodney A. Cook*

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b>	9473	<b>Division:</b>	CFCC
<b>Board Order #:</b>		<b>Contact:</b>	Radford, Stephanie
		<b>Program Contact:</b>	Radford, Stephanie
		<input checked="" type="checkbox"/> Subrecipient	
		<input type="checkbox"/> Revenue	
		<input checked="" type="checkbox"/> Amend #	2 \$ \$67,630.00
		<input type="checkbox"/> Procurement Verified	
		<input type="checkbox"/> Aggregate Total Verified	

Non BCC Item     BCC Agenda    **Date:** Thursday, June 24, 2021

**CONTRACT WITH:** Todos Juntos

**CONTRACT AMOUNT:** \$286,341.00

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year	-	<input type="checkbox"/> 4 or 5 Year	-
<input type="checkbox"/> Upon Signature	-	<input type="checkbox"/> Biennium	-
<input checked="" type="checkbox"/> Other	7/1/2021 - 9/30/2021	<input type="checkbox"/> Retroactive Request?	-

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

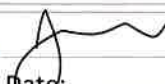
No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Thursday, May 27, 2021  
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**     Jessica E.A. Duke, Prevention Unit Manager  
Date: June 1, 2021

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	<b>New Agreement/Contract</b>
X	<b>Amendment/Change Order Original Number</b>

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Children, Family & Community Co**

**PURCHASING FOR: Contracted Services**

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: Todos Juntos**

**BOARD AGENDA ITEM**

**NUMBER/DATE: \_\_\_\_\_**

**DATE: 6/24/2021**

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Todos Juntos will implement JumpStart, a kindergarten readiness program, community-based workshops and community events to families with children ages 0-6 to increase the readiness for pre-kindergarten children in Clackamas County Oregon Trail and Estacada School Districts. The amendment extends the end date and adds another year of funding.

Amend #2 adds funds to include Kindergartet Partnership Innovation Summer Extension services to families and kindergarten-aged children within the Oregon Trail and Estacada School Districts of Clackamas County.

**H3S CONTRACT NUMBER: 9473**

Local Subrecipient Grant Amendment (FY 21-22)  
**H3S – Children, Family & Community Connections Division**

Local Recipient Agreement Number: 9473

Board Order Number: 070920

Department/Division: H3S-CFCC

Amendment No. 2

Local Recipient: Todos Juntos

Amendment Requested By: Adam Freer

Changes:  Scope of Service  
 Agreement Time

Agreement Budget  
 Other:

**Justification for Amendment:**

This Amendment adds to the maximum compensation and updates the Scope of Work to include Kindergarten Partnership Innovation Summer Extension services to families and kindergarten-aged children within the Oregon Trail and Estacada School Districts of Clackamas County.

Maximum compensation is increased by \$67,630 for a revised maximum of \$286,341. The amendment becomes effective when it is fully executed for services July 1, 2021 through September 30, 2021.

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

**AMEND:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than October 1, 2019 and not later than June 30, 2021, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this ***Amendment*** may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than ***July 1, 2021 and not later than September 30, 2021***, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**AMEND:**

2. **Grant Funds.** COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY. The maximum, not to exceed, grant amount that COUNTY will pay on this agreement is \$218,711.

**TO READ:**

2. **Grant Funds.** COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY. The maximum, not to exceed, grant amount that COUNTY will pay on this agreement is **\$286,341**.

**AMEND:**

- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

**TO READ:**

- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (**September 30, 2021**), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.



**REPLACE:**

Exhibit A-2 Work Plan and Quarterly Report

**WITH:**



Provider: Todos Juntos  
 Activity: Kindergarten Partnership Innovation  
 Service Region: Oregon Trail & Estacada School Districts

Focus Issue: Kindergarten Partnership Innovation (KPI)

HLO: Kindergarten Readiness  
 Healthy, Stable, Attached Families  
 Aligned, Coordinated, and Family Centered Early Learning System

Contract Period: July 1, 2021 through September 30, 2021

Activities/Outputs	Intermediate Outcomes/Measurement Tool	July 2021	August 2021	September 2021	TOTAL
<b>Jump Start Programs</b>					
By September 30, 2021, a minimum of 10 children will participate in one 2 week kindergarten Jump Start program in partnership with River Mill Elementary School. This will be an in person, 4 hour, 4 day a week activity for incoming kindergarten children.	85% of children are connected to their local elementary school and kindergarten registration information				
	75% of children will attend at least 85% of the program hours offered.				
	75% of children will show an increase in pro social behaviors and kindergarten readiness (based on classroom teacher observation)				
<b>Me &amp; My Playgroups &amp; Family Engagement Events</b>					

<p>By September 30, 2021 40 unduplicated families will participate in weekly community based playgroups/story hours</p>	<p><b>85% of parents</b> will report their child gained social and/or academic skills through playgroup participation.</p>	<p># of parents attending playgroups</p>	<p># of NEW parents attending playgroup</p>	<p># of parents assessed</p>	<p># of parents reporting gain for their child</p>	<p>% of parents reporting gain for their child</p>	
<p><b>Kindergarten Summer Camps</b></p>							
<p>By September 30, 2021 conduct a minimum of 3 one week long summer day camps for kindergarten aged children. These camps will serve a minimum of 24 children.</p>	<p><b>85% of children</b> attending activities will show increased pro-social skills. (by teacher observation)  <b>85% of children</b> will have increased pre-kindergarten academic skills. (by teacher observation)</p>	<p># of summer camps held</p>	<p># of children attending</p>	<p># of children assessed</p>	<p>% of children showing increased social skills</p>	<p>% of children having increased academic skills</p>	

**Children, Family & Community Connections  
Early Learning Hub of Clackamas County  
Work Plan Summer 2021  
Comments and Narrative**

*Please provide updates on key strategies and programming. Include program successes and current challenges.*

Reporting Period	Narrative
<b>July 2021</b>	
<b>August 2021</b>	
<b>September 2021</b>	

### **Reporting Requirements**

**Monthly report, general ledger and reimbursement request**

- No later than the 15th of every month
- Chelsea Hamilton ([chamilton@clackamas.us](mailto:chamilton@clackamas.us)), Stephanie Radford ([sradford@clackamas.us](mailto:sradford@clackamas.us))

**Monthly Report & Demographic Data Form & Project Testimonial**

- **Please submit completed report including demographic information and reimbursement request by October 15, 2021.**

**Testimonial or story**

Please provide two testimonials or stories related to your quality work with families for each site you provide services. Completed testimonial due by October 15, 2021 but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how this project has facilitated innovative approaches for linking Early Learning with K-12 education. It is an opportunity to highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

**REPLACE:**

Exhibit B: Budget Todos Juntos KPI

**WITH:**

Exhibit B: BUDGET - KPI summer extension request			
<b>Contractor:</b>	Todos Juntos		
<b>Address:</b>	PO Box 645 Canby, OR 97013		
<b>Contact Person:</b>	Shawna Johnson		
<b>Phone Number:</b>	503.341.3381		
<b>E-mail:</b>	<a href="mailto:shawnaj@todos-juntos.net">shawnaj@todos-juntos.net</a>		
<b>Contract Term:</b>	July 1, 21 through Sept. 30th, 2021 Summer Funding		
<b>Contract #:</b>	9473 Amend 2		
Budget Category	Approved Budget (July 1, 2021-Sept 30, 2021)	Match	
<b>Personnel</b>			
Program Director (.23 FTE)	\$ 5,000.00	Not required on this Agreement	
Estacada Community engagement & P3 coordinator (Julie	\$ 8,500.00		
Sandy programs Support Staff - April (.5 FTE KPI/ .5 FTE ODE)	\$ 5,400.00		
Estacada Site Coordinator ( Ann .4 FTE KPI and .6 FTE Ode	\$ 5,000.00		
Summer Activitiy Support Staff (Cat and Tanner 20 hours a	\$ 4,320.00		
Summer teacher staff (\$25/hr 6 teachers @ 6 weeks @ 24	\$ 21,600.00		
Summer Playgroup Supervisor and Developer (Vanessa)	\$ 1,500.00		
Taxes & Fringe @ .11%	\$ 5,480.20		
<b>Total Personnel</b>	<b>\$ 56,800.20</b>		
<b>Administration</b>			
Administration	\$ 5,680.02		
<b>Total Administration</b>	<b>\$ 5,680.02</b>		
<b>Program</b>			
Materials, Curriculum & Supplies	\$ 4,000.00		
Insurance	\$ 800.00		
Mileage	\$ 350.00		
<b>Total Program</b>	<b>\$ 5,150.00</b>		
<b>Total Budget</b>	<b>\$ 67,630.22</b>		

**REPLACE: Exhibit D-1 Todos Juntos Reimbursement Request**

**With:**

Exhibit D-1: KPI REIMBURSEMENT REQUEST				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due) .</li> </ul>				
Contractor: Todos Juntos - KPI Summer Extension Address: PO Box 645 Canby, OR 97013 Contact Person: Shawna Johnson Phone Number: 503.341.3381 E-mail: <a href="mailto:shawnaj@todos-juntos.net">shawnaj@todos-juntos.net</a> Contract Period: July 1, 2021 to September 30,2021		Report Period:	Contract 9473 Amend 2	
Budget Category	Approved Budget July 1 '21-Sept 30 '21)	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>				
Program Director (.23 FTE)	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Estacada Community engagement & P3 coordinator (Julie Syring .75 FTE \$34,00)	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00
Sandy programs Support Staff - April (.5 FTE KPI/.5 FTE ODE)	\$ 5,400.00	\$ -	\$ -	\$ 5,400.00
Estacada Site Coordinator ( Ann .4 FTE KPI and .6 FTE Ode \$50K )	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Summer Activity Support Staff (Cat and Tanner 20 hours a week 6 weeks X \$18/hr)	\$ 4,320.00	\$ -	\$ -	\$ 4,320.00
Summer teacher staff (\$25/hr 6 teachers @ 6 weeks @ 24 hours a week )	\$ 21,600.00	\$ -	\$ -	\$ 21,600.00
Summer Playgroup Supervisor and Developer (Vanessa)	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Taxes & Fringe @ .11%	\$ 5,480.20	\$ -	\$ -	\$ 5,480.20
<b>Total Personnel</b>	<b>\$ 56,800.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,800.20</b>
<b>Administration</b>				
Administration (10% of personnel)	\$ 5,680.02	\$ -	\$ -	\$ 5,680.02
<b>Total Administration</b>	<b>\$ 5,680.02</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,680.02</b>
<b>Program</b>				
Materials, Curriculum & Supplies	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Insurance	\$ 800.00	\$ -	\$ -	\$ 800.00
Mileage	\$ 350.00	\$ -	\$ -	\$ 350.00
		\$ -	\$ -	\$ -
<b>Total Program</b>	<b>\$ 5,150.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,150.00</b>
<b>Total Grant Funds Requested</b>	<b>\$ 67,630.22</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 67,630.22</b>
By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings that are pertinent to this Contract.				

---

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

**AGENCY**

Todos Juntos  
PO Box 645  
Canby, OR 97013

By: Eric Johnston  
Eric Johnston, Director

5-28-2021

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

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Tootie Smith, Board Chair  
Clackamas County

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

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Local Grant Agreement with Clackamas Women’s Services  
for Shelter/Advocacy and Crisis Domestic Violence Services

<b>Purpose/Outcomes</b>	Clackamas Women’s Services (CWS) works to ensure that individuals and families have equal access to community resources. CWS provide emergency shelter housing, 24-hour crisis line support, and advocacy services to survivors of domestic violence.
<b>Dollar Amount and Fiscal Impact</b>	This agreement is for \$214,696.
<b>Funding Source</b>	County County General Funds
<b>Duration</b>	Effective July 1, 2021 and terminates on June 30, 2022
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Ensure equitable access to services</li> <li>2. Ensure safe, healthy and secure communities</li> </ol>
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 5/25/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Local Sub-Recipient grant award
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	CFCC-10142

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Local Subrecipient Grant Agreement with Clackamas Women’s Services. Clackamas Women’s Services (CWS) has been providing services to Clackamas County families since 1985. CWS works to ensure that individuals and their families have equal access to community resources. Their innovative and ground-breaking approach to assisting survivors of domestic violence includes a “Village Model” of shelter care, housing-first needs of participants, and the utilization of trauma informed practices throughout their organization.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$214,696.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*May Rumbaugh for Rodney A. Cook*  
Rodney A. Cook, Interim Director  
Health, Housing & Human Services



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b>	10142	<b>Division:</b>	CFCC
<b>Board Order #:</b>		<b>Contact:</b>	Jessica Duke
		<b>Program Contact:</b>	VanDyke, Sarah
			<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Revenue <input type="checkbox"/> Amend # \$ <input type="checkbox"/> Procurement Verified <input type="checkbox"/> Aggregate Total Verified

Non BCC Item    
  BCC Agenda    
 Date: Thursday, June 24, 2021

**CONTRACT WITH:** Clackamas Women's Services

**CONTRACT AMOUNT:** \$214,696.00

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year	7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year	-
<input checked="" type="checkbox"/> Upon Signature	-	<input checked="" type="checkbox"/> Biennium	-
<input checked="" type="checkbox"/> Other	-	<input checked="" type="checkbox"/> Retroactive Request?	-

**INSURANCE** What insurance language is required?

Checked Off    
  N/A

**Commercial General Liability:**    
  Yes    
  No, not applicable    
  No, waived  
 If no, explain why:

**Business Automobile Liability:**    
  Yes    
  No, not applicable    
  No, waived  
 If no, explain why:

**Professional Liability:**    
  Yes    
  No, not applicable    
  No, waived  
 If no, explain why:

Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No    
  Yes (must have CC approval-next box)    
  N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    
 Date Approved: Tuesday, May 25, 2021  
 OR  
 This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**  Jessica E.A. Duke, Prevention Unit Mar

Date: June 1, 2021

<b>H3S Admin Only</b>	Date Received: _____ Date Signed: _____ Date Sent: _____
-----------------------	--

## AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Clackamas Women's Services

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 6/24/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Clackamas Women's Services (CWS) will provide emergency safe shelter, housing, advocacy, support groups and services with 24-hour crisis line to survivors of domestic violence in Clackamas County.

**H3S CONTRACT NUMBER:** 10142

<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-10142</b>	
Program Name: <b>Clackamas Women's Services – Shelter, Advocacy and Crisis Services</b> Program/Project Number: CFCC-10142	
This Agreement is between <b>Clackamas County</b> , Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and <b>Clackamas Women's Services</b> (SUBRECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b>Nicole Unck</b>	Program Manager: <b>Sarah Van Dyke</b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5430 NUnck@clackamas.us	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
<b>RECIPIENT Data</b>	
Finance/Fiscal Representative: <b>Carla Batcheller</b>	Program Representative: <b>Melissa Erlbaum</b>
Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 503-557-5801 carlab@cwsor.org	Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 503-557-5810 melissae@cwsor.org
FEIN: 92-0900119	

**RECITALS**

- Domestic violence is defined as a pattern of coercive behavior used by one person to control another in an intimate relationship. The violence can be mental, emotional, physical, sexual, financial, and other types of abuse perpetrated to gain and maintain power and control. Domestic violence, sexual assault, stalking, dating violence, and elder abuse have significant impact on the health and welfare of the residents of Clackamas County.
- Clackamas Women's Services has been providing services to families since 1985. Their innovative and ground-breaking approach to serving survivors includes a "Village Model" of shelter care, housing first to approaching housing needs of participants, and the utilization of trauma informed practices throughout their organization. The organization is a leader in the effort to improve the quality of interventions for survivors and their families, as well as attempts to hold offenders accountable for their abuse. Clackamas Women's Services believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, Clackamas Women's Services works to ensure that individuals and families have equal access to community resources. The organization provides support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.

3. County General Fund dollars will be used to finance this Local SUBRECIPIENT Grant Agreement.
4. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement COUNTY and SUBRECIPIENT agree as follows:

#### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that COUNTY will pay is **\$214,696**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and

accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D-1: Request for Reimbursement. All reports must be submitted on templates provided in the Exhibits, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a

minimum of six (6) years following the Project End Date (June 30, 2022), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship and all associated amendments.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) SUBRECIPIENT 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 SUBRECIPIENT or its employees or agents in the performance of this Agreement shall be deemed confidential information and SUBRECIPIENT agrees to hold such confidential information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information.
- d) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

#### 12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
  - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability

Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.

- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
  - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind tCOUNTY in any transaction or activity.
  - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
  - f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and



SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

**RECIPIENT**

Clackamas Women's Services  
256 Warner Milne Road  
Oregon City, OR 97045

**CLACKAMAS COUNTY**

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



By: \_\_\_\_\_  
Melissa Erlbaum, Executive Director

**Signing on behalf of the Board:**

By: \_\_\_\_\_  
Tootie Smith, Clackamas County Chair

Dated: \_\_\_\_\_ June 1, 2021 \_\_\_\_\_

Dated: \_\_\_\_\_

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

### **EXHIBIT A-1: SCOPE OF WORK**

Through this project, between July 1, 2021 and June 30, 2022, Clackamas Women's Services will provide emergency shelter housing, 24-hour crisis line support, and advocacy services to participants of Clackamas County.

Clackamas Women's Services will provide ongoing support to victims including:

- Emergency shelter;
- Crisis line services;
- Crisis support;
- Short and long-term safety planning;
- Information & referrals;
- Advocacy and emotional support;

#### **Outputs:**

- 54 households will receive shelter
- 270 individuals will receive crisis support
- 24-hour Crisis Line will be staffed by trained advocates

#### **Outcomes**

- 85% of shelter heads of households will report that after working with CWS they have a safety plan and have new options for staying safe
- 85% of shelter participants who reside in shelter 14 days will exit into safe and stable housing
- 85% of those receiving crisis support services will report that because of the service they know more about available resources and how to access them to stay safe

#### **Funder Recognition**

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections and include its logo.

Marketing materials produced using these grant funds must be submitted with quarterly reports.

**Exhibit A-2 Work Plan Quarterly Report**

<b>Children, Family and Community Connections</b> <b>Exhibit A-2: FY 21-22 Work Plan Quarterly Report</b> Provider: Clackamas Women's Services Contact: Melissa Erlbaum/Amy Doud		<b>Period: July 1, 2021 - June 30, 2022</b> Activity: Shelter/Advocacy/Crisis		Jul- Sep 2021	Oct- Dec 2021	Jan- Mar 2022	Apr- May 2022	Total	
<b>Activities/Outputs</b>		<b>Intermediate Outcomes/Measurement Tool</b>							
<b>SHELTER SERVICES</b>									
By June 30, 2022, CWS will provide shelter beds/emergency shelter to a minimum of 54 unduplicated head of households.	54 unduplicated households will be sheltered.	# of individual adults receiving shelter						0	
		# of children receiving shelter						0	
		# new households entering shelter						0	
		# households turned down for shelter due to a lack of capacity						0	
		Average length of shelter stay in # of nights						0	
		Longest length of shelter stay in # of nights						0	
		# total shelter nights						0	
	85% of shelter participants who reside in shelter 14 days and over will exit into safe and stable	# households exiting shelter after 14 days							0
		# household exiting into safe and stable housing after 14 days in shelter							0
		% household exiting into safe and stable housing							
85% of shelter households will report that after working with CWS, they have a safety plan and have new options on how to stay safe.	# of households exiting shelter who report having a safety plan and have new options to stay safe							0	
	% of households exiting shelter who report having a safety plan and have new options to stay safe								

CRISIS LINE		# of calls TOTAL			
<p><b>By June 30, 2022, CWS will utilize trained staff to provide 24-hour crisis line support (including: safety planning, crisis intervention, information/referral using interpretive services) to survivors of domestic violence, sexual assault and stalking as well as information, support and consultation to friends/family and community partners.</b></p>	# of callers receiving crisis/support services				0
	# of callers receiving resources/referral				0
	# calls for support/consultation (friends/family, other professionals)				0
CRISIS SUPPORT					
<p><b>By June 30, 2022 CWS will provide crisis support to 270 individuals</b></p>	# participants served				0
	# participants reporting they know more about available resources and how to stay safe				0
	% reporting that they know about more resources and how to access them to stay safe				

**EXHIBIT A-3: CLIENT FEEDBACK SURVEY**

*Administer the survey questions listed below to program participants and report results quarterly using the form provided or use questions that coincide with these that you have developed for your program that address the questions/areas.*

**Client Feedback Survey**

	Strongly Agree	Agree	Disagree	Strongly Disagree
Disagree				
1. This service was helpful to me <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Program staff was knowledgeable and respectful <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. My cultural/ethnic background was respected <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. What could we do to improve this service? _____				

**Encuesta de retro-alimentación de cliente**

	Completamente de acuerdo	Estoy de acuerdo	No estoy de acuerdo	Completamente en desacuerdo
1. Este servicio me ayudo <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. El personal del programa tenía conocimiento y fue respetuoso <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Mi cultura/ origen étnico fue respetado <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. ¿Que podríamos hacer para mejorar? _____				

### Client Feedback Report

**Agency:** Clackamas Women's Services  
**Program:** Shelter, Advocacy, Crisis Services  
**Period Covered:**  
**Number of Surveys Distributed:**  
**Number of Surveys Returned:**

Client Satisfaction Domain	Scale Response	Number of Responses
This service was helpful/useful Este servicio me ayudo	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
Program staff was knowledgeable and respectful El personal del programa tenía conocimiento y fue respetuoso	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
My cultural/ethnic background was respected Mi cultura/ origen ético fue respetado	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
What could be done to improve this service? ¿Que podríamos hacer para mejorar?	1. 2. 3. 4.	

**EXHIBIT B: PROGRAM BUDGET**

<b>EXHIBIT B: PROGRAM BUDGET</b>			
<b>Organization:</b>	<i>Clackamas Women's Services</i>	<b>Contract #</b>	<b>10142</b>
<b>Funded Program Name:</b>	<i>Shelter, Advocacy, and Crisis Services</i>		
<b>Program Contact:</b>	<i>Melissa Erlbaum</i>		
<b>Agreement Term:</b>	<i>July 1, 2021 - June 30, 2022</i>		
		<b>Approved Award Amount</b>	<b>Approved Match Amount</b>
<b>Approved Award Budget Categories</b>			
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)			<i>No match is required on this award</i>
Shelter Case Manager (2.0 FTE) Salary is \$52,500 annual per FTE		\$105,000.00	
Benefits are \$14,405 annual per FTE		\$28,810.00	
Shelter Coordinator (.10 FTE) Salary is \$63,000 annual per FTE		\$6,300.00	
Benefits are \$16,190 annual per FTE		\$1,619.00	
<b>Total Personnel Services</b>		<b>\$141,729.00</b>	
<b>Administration</b>			
Indirect Cost Rate (19%)		\$26,929.00	
<b>Supplies</b>			
Program Supplies		\$15,538.00	
<b>Travel</b>			
Conferences and Training		\$2,000.00	
Mileage		\$3,500.00	
<b>Additional (please specify)</b>			
Translation (Shelter/Crisis)		\$5,000.00	
Client Aide (Shelter/Crisis)		\$20,000.00	
<b>Total Programmatic Costs</b>		<b>\$72,967.00</b>	
<b>Total Grant Costs</b>		<b>\$214,696.00</b>	



## EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

### Schedule and Requirements:

Due **monthly** by the 15<sup>th</sup> of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 15<sup>th</sup> of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey

Quarterly due dates:

- July – September            Due October 15, 2021
- October – December        Due January 15, 2022
- January – March             Due April 15, 2022
- April – June                 Due July 15, 2022

**Note: Additional reports may be requested, including but not limited to a yearly participant demographic report.**

**EXHIBIT D-1: REQUEST FOR REIMBURSEMENT**

REQUEST FOR REIMBURSEMENT				
<i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i> <ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i>).</li> </ul>				
<b>Contractor:</b> Clackamas Women's Services <b>Address:</b> 256 Warner Milne Rd Clackamas, OR 97045 <b>Contact Person:</b> Melissa Erlbaum <b>Phone Number:</b> 503-557-5810 <b>E-mail:</b> <a href="mailto:melissae@cwsor.org">melissae@cwsor.org</a>	<b>Contract #:</b>	10142		
	<b>Report Period:</b>			
Budget Category	Budget	Current Draw Request	Previously Requested	Balance
<b><i>Personnel</i></b>				
Shelter Case Manager (2.0 FTE) Salary is \$52,000 annually	\$ 105,000.00	\$ -	\$ -	\$ 105,000.00
Benefits are \$14,405 annual per FTE	\$ 28,810.00	\$ -	\$ -	\$ 28,810.00
Shelter Coordinator (.10 FTE) Salary is \$63,000 annually	\$ 6,300.00	\$ -	\$ -	\$ 6,300.00
Benefits are \$16,190/FTE	\$ 1,619.00	\$ -	\$ -	\$ 1,619.00
<b>Total Personnel</b>	<b>\$ 141,729.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 141,729.00</b>
<b><i>Administration</i></b>				
Administration (Indirect Rate)	\$ 26,929.00	\$ -	\$ -	\$ 26,929.00
<b><i>Supplies</i></b>				
Program Supplies	\$ 15,538.00	\$ -	\$ -	\$ 15,538.00
<b><i>Travel</i></b>				
Conferences and Training	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Mileage	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00
<b><i>Additional</i></b>				
Translation (Shelter/Crisis)	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Client Aide (Shelter/Crisis)	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
<b>Total Program</b>	<b>\$ 72,967.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 72,967.00</b>
<b>Total Budget</b>	<b>\$ 214,696.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 214,696.00</b>
<i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i>				
<b>CERTIFICATION</b>				
<i>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.</i>				
<b>Prepared by:</b>				
<b>Authorized Signature:</b>				
<b>Date:</b>				
<b>Department Review:</b>				
<b>Program Manager:</b>				
<b>Signature:</b>			<b>Date:</b>	
<b>Finance Department Review</b>				
<b>Grant Accountant Initial/Date:</b>				

**EXHIBIT D-2: MONTHLY ACTIVITY REPORT**

July 1, 2021 through June 30, 2022

**Agency:** Clackamas Women's Services  
**Funded Service:** Shelter/Crisis  
**Program Contact:** Melissa Erlbaum/Amy Doud  
**Contact Info:** [melissae@cwsor.org](mailto:melissae@cwsor.org)

*This report covers the fiscal year starting **July 1, 2021 through June 30, 2022**. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

*Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.*

- 1. Total number of participants served during the month with the funding allocated for this programming:**  
  
Number of adult participants:  
Number of children:  
Number of unduplicated adults to date:
  
- 2. Activities that were conducted during the month with the funding allocated for this programming:**
  
- 3. Issues related to service delivery and how those issues were addressed.**

Person(s) completing this form:  
Date:



June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #3 with  
Northwest Family Services for youth marijuana and substance abuse prevention efforts in  
North Clackamas Middle Schools

<b>Purpose/Outcome</b>	Northwest Family Services (NWFS) will continue to implement strategies to reduce the risk of youth substance use/abuse and increase youth resistance skills and prevention abuse in North Clackamas middle schools.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #3 adds \$90,000 for a maximum value of \$360,000 and extends the end date to June 30, 2022.
<b>Funding Source</b>	Clackamas County Marijuana Tax Revenue
<b>Duration</b>	July 1, 2021-June 30, 2022
<b>Previous Board Action/Review</b>	090620-A2
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 5/25/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer, 971-533-4929
<b>Contract No.</b>	H3S #9093

**BACKGROUND:**

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #3 with Northwest Family Services (NWFS) for youth marijuana and substance abuse awareness and prevention programs in North Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate 85% increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment #3 adds \$90,000 for a maximum value of \$360,000. The amendment becomes effective upon signature for services from July 1, 2021 through June 30, 2022. It has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Roubacek for Rodney A. Cook*  
Rodney A. Cook, Interim Director  
Health, Housing & Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b>	9093	<b>Division:</b> CFCC	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>		<b>Contact:</b> Jessica Duke	<input type="checkbox"/> Revenue
		<b>Program Contact:</b> McCrary, Brian	<input checked="" type="checkbox"/> Amend # 3 \$ \$90,000.00
			<input type="checkbox"/> Procurement Verified
			<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, June 24, 2021

**CONTRACT WITH:** NorthwestFamilyServices

**CONTRACT AMOUNT:** \$360,000.00

**TYPE OF CONTRACT**

- |   |  |
|---|--|
| <input type="checkbox"/> Agency Service Contract        | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement         | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement    | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off                                     |

**DATE RANGE**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input type="checkbox"/> Upon Signature _____ - _____                     | <input type="checkbox"/> Biennium _____ - _____               |
| <input type="checkbox"/> Other _____ - _____                              | <input type="checkbox"/> Retroactive Request? _____ - _____   |

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived

If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived

If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived

If no, explain why:

Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

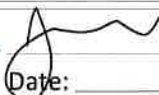
**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Tuesday, May 25, 2021

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**

  
 Date: \_\_\_\_\_  
 Jessica E.A. Duke, Prevention Unit Manager  
 May 26, 2021

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** NorthwestFamilyServices

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 6/24/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Northwest Family Services will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community norms around the use of drug/alcohol, and increase youth resistance skills in North Clackamas middle and high school students.

Amendment #3 continues Youth Substance Abuse Prevention Services for NWFS to implement strategies to reduce the risk of youth substance use/abuse and increase youth resistance skills to middle school sites located in North Clackamas.

**H3S CONTRACT NUMBER:** 9093



Local Subrecipient Grant Amendment (FY 21-22)  
**H3S – Children, Family & Community Connections Division**

Local Grant Agreement Number: 9093	Board Order Number: 080620
Department/Division: H3S-CFCC	Amendment No. 3
Local Recipient: Northwest Family Services	Amendment Requested By: Adam Freer
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment 3 adds additional funds to continue Youth Substance Abuse Prevention services. Northwest Family Services will continue to implement strategies to reduce the risk of youth substance use/abuse and increase youth resistance skills.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$90,000 for a revised maximum of \$360,000. It becomes effective July 1, 2021 and terminates June 30, 2022.

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

**AMEND:**

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than December 1, 2018 and not later than June 30, 2021, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

- 1. Term and Effective Date.** *This Amendment shall become effective on July 1, 2021. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses incurred from July 1, 2021 to June 30, 2022, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.*

**AMEND:**

- 4. Grant Funds.** COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is \$270,000.

**TO READ:**

- 4. Grant Funds.** COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$360,000**.

**REPLACE:**

Exhibit B: Northwest Family Services – YSAP Budget

**WITH:**

<b>EXHIBIT B: RECIPIENT BUDGET</b>	
<b>Organization:</b> Northwest Family Services	
<b>Program Name:</b> Youth Substance Abuse Prevention - #9093 Amend 3	
<b>Program Contact:</b> Jenna Napier	
<b>Agreement Term:</b> July 1, 2021 to June 30, 2022	
<b>Approved Award Budget Categories</b>	<b>Approved Budget 7/1/21 to 6/30/22</b>
<b>Personnel Services</b>	
Middle School Prevention Specialist 1fte @ \$38k	\$ 38,000
Fringe at 24%	\$ 9,120
Program Supervision and Oversight .10fte @ \$68k	\$ 6,800
Fringe at 24%	\$ 1,632
<b>Total Personnel Services</b>	<b>\$ 55,552.00</b>
<b>Administration</b>	
Administration (Limited to 10% of total budget)	\$4,298
<b>Program</b>	
Materials/Supplies	
Phone	\$ 150.00
Mileage	
<b>Total Programmatic Costs</b>	<b>\$ 4,448.00</b>
<b>Total Approved Budget</b>	<b>\$60,000.00</b>

**AND:**

<b>EXHIBIT B: RECIPIENT BUDGET - Vibrant Futures</b>	
<b>Organization:</b> Northwest Family Services	
<b>Program Name:</b> Youth Substance Abuse Prevention - Vibrant Futures	<b>Contract number:</b> #9093 Amend 3
<b>Program Contact:</b> Rose Fuller	
<b>Agreement Term:</b> July 1, 2021-June 30, 2022	
<b>Approved Award Budget Categories</b>	<b>Approved Award Amount</b>
<b><u>Personnel Services</u></b>	
Personnel and Fringe - Prevention Coordinator .5 FTE @ 38,000/10 months	\$ 15,833.00
Supervision .07 FTE @ \$45,000/10 months (A Wells)	\$ 3,000.00
Fringe	\$ 4,520.00
<b>Total Personnel Services</b>	<b>\$ 23,353.00</b>
<b><u>Administration</u></b>	
Administrative Costs (Limited to 10% of total budget)	\$ 2,727.00
<b><u>Program</u></b>	
Materials/Supplies	\$ 685.00
Mileage	\$ 1,225.00
Training/Conference	\$ 2,010.00
<b>Total Programmatic Costs</b>	<b>\$ 6,647.00</b>
<b>Total Approved Budget</b>	<b>\$30,000.00</b>

**ADD:**

**Exhibit C-1: Northwest Family Services – YSAP Request for Reimbursement July '21 – June '22**

**Provider:** Northwest Family Services  
**Activity:** Youth Substance Abuse Prevention – Four Middle Schools – Alder Creek, Rowe, Kraxberger and Gardiner  
**Contact:** Jenna Napier  
**Contract Period:** July 1, 2021 – June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	# served	Jul Sep	Sep Dec	Jan Mar	Apr Jun
By June 30, 2022, select a minimum of <b>8</b> at-risk youth for small trauma groups (Boys Council-Girls Circle); get permissions, start and facilitate groups weekly in 2 schools through length of evidence-based curriculum.	<b>85%</b> of small group participants will demonstrate: 1. reduced drug and alcohol use, 2. increased perception of harm Measured by evidence-based curriculum pre/post evaluation tools.	# with reduced D&A use, # with increased perception of harm % successful				
By June 30, 2022, provide case coordination to a minimum of <b>10</b> at-risk core youth at each school (total <b>40</b> youth); have regular 1-on-1 check ins.	<b>85%</b> of core youth will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement (progress towards goals will be clearly documented in the individual case plan files).	# served # with reduced D&A use % successful				
By June 30, 2022, deliver a minimum of <b>2</b> prevention education presentations in 6 <sup>th</sup> , 7 <sup>th</sup> , or 8 <sup>th</sup> grade health classes each quarter (one at each school).	<b>85%</b> of participants in classroom presentations will demonstrate increased perception of harm and increased resistance skills as measured by pre/post instrument.	# served # with increased perception of harm # with increased resistance skills % successful				
By June 30, 2022, coordinate and deliver <b>1</b> school-based prevention anti-marijuana campaign at each school (total <b>4</b> campaigns)	<b>85%</b> of participants will demonstrate increased knowledge and perception of harm as measured sign in sheets, client satisfaction surveys, and tracking of total number in attendance.	# served # increased knowledge and perception of harm % successful				
By June 30, 2022, review school alcohol and drug use policies; make recommendations that will ensure access to treatment and retention in school.	% of policy changes that ensure access to treatment and retention in school	# of policies proposed # of policy revisions implemented				
Provide <b>one hour, one day a week</b> positive youth development and enrichment activities (after school, etc.) in 2 schools with PreventNet Site Coordinator and/or other school personnel	<b>85%</b> of participants will satisfaction with services as measured by sign-in sheets, client satisfaction surveys, and tracking of total attendance.	# served # reporting satisfaction with service % successful				

**ADD:**

**Exhibit A-2: Northwest Family Services – Youth Substance Abuse Work Plan Quarterly Report July 1, 2021 – June 30, 2022**

**Provider:** Northwest Family Services – Vibrant Futures Coalition  
**Activity:** Marijuana Prevention  
**Contact:** Abigail Wells  
**Contract Period:** July 1, 2021 – June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	# students participating	Jul Sept	Oct Dec	Jan- Mar.	April June	Total
By June 30, 2022, implement "Keep A Clear Mind" or other marijuana prevention curriculum with a minimum of 100 6 <sup>th</sup> graders at Happy Valley & Rock Creek middle schools - Will be inserted into family distribution bags that will be delivered throughout the district if we can't get into classrooms.	By June 30, 2022, 85% of student participants will receive and review with family.	# reporting increased knowledge, perception of harm					
By June 30, 2022, implement Marijuana/Vaping/Harm Reduction educational program with 200 7 <sup>th</sup> , 8 <sup>th</sup> or 9 <sup>th</sup> grade students at Clackamas Schools (HV, RC or Clack HS) (through virtual presentation and worksheet/action plan if needed).	By June 30, 2022, 85% of student participants will demonstrate increased knowledge by completing an action plan	% reporting increased knowledge, perception of harm					
By June 30, 2022, conduct 3 additional virtual presentations/informational sessions to parents, families, staff or students in the North Clackamas School District to increase knowledge and awareness about marijuana and/or harm reduction/safety strategies for youth. Or in-person if possible.	By June 30, 2022, 85% of participants will demonstrate increased knowledge about the harms of marijuana use as measured by post test after the virtual event	# students participating					
By June 30, 2022, provide Youth Leadership/Prevention boxes/materials to 25 teenagers at Unity Club, School Health Center, AVID, Youth Era, PhotoVoice and/or SAGA to develop resiliency and leadership skills and build Substance abuse prevention knowledge. Or hold leadership building events if possible.	By June 30, 2022, 75% of participants will demonstrate increased resiliency and leadership skills as measured by post virtual discussion.	# reporting increased knowledge					
		% reporting, knowledge					
		# teens participating					
		# reporting increased resiliency, leadership skills					
		% reporting increased resiliency, leadership skills,					
		# teens participating					
		# reporting knowledge					
		% reporting knowledge					

<p>By June 30, 2022, expand VFC's marijuana safety station model to a minimum of 1 additional retail outlets in North Clackamas.</p>	<p>By June 30, 2022, increase the number of marijuana safety stations from 4 to 5 or more outlets in North Clackamas as measured by number of retail outlets implementing the model</p>	<p># outlets approached</p>					
<p>By June 30, 2022, collaborate with Oregon Impact, CCPC, and OCT or other area coalitions to create a minimum of 2 marijuana safety station toolkits to assist other communities to implement this strategy.</p>	<p>By June 30, 2022, promote the implementation of the toolkit model in other communities</p>	<p># outlets implementing</p>					
		<p># toolkits created</p>					
		<p># communities approached</p>					
		<p># communities implementing toolkit model</p>					

## **PERFORMANCE REPORTING SCHEDULE AND WORK PLAN QUARTERLY REPORT**

### **PERFORMANCE REPORTING SCHEDULE**

Northwest Family Services (NWFS) will submit a Quarterly Activity Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 15<sup>th</sup> day of the month following the end of the quarter.

The Activity Report will include the following metrics.

- a) Number of youth served
- b) Number and type of activities conducted during the month.

A true accounting of program expenses for the previous quarter and receipts should be submitted with each request for funds using Exhibit C-3 Actual Expense Report.

NWFS will submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15<sup>th</sup> day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

Due dates are as follows:

- |                                 |                      |
|---------------------------------|----------------------|
| • July 1 – September 30, 2021   | due October 15, 2021 |
| • October 1 – December 31, 2021 | due January 15, 2022 |
| • January 1 – March 31, 2022    | due April 15, 2022   |
| • April 1 – June 30, 2022       | due July 15, 2022    |

The Final Performance Report should be submitted no later than July 15, 2022

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

**REPLACE:**

Exhibit D-1: Northwest Family Services – YSAP Reimbursement Request

**WITH:**

<b>Exhibit D-1 REQUEST FOR REIMBURSEMENT</b>				
<p><i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i></p> <ul style="list-style-type: none"> <li>• <i>Request for Reimbursement with an authorized signature</i></li> <li>• <i>General Ledger backup to support the requested amount</i></li> <li>• <i>Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request ( The Monthly Activity Report is NOT required on months when quarterly reports are due ).</i></li> </ul>				
<p><b>Organization:</b> Northwest Family Services - YSAP program      <b>Contract #:</b> 9093 Amend 3</p>				
<p><b>Address:</b> 6200 SE King Rd. Portland, OR 97206</p>			<p><b>Reporting Period:</b></p>	
<p><b>Contact Person:</b> Rose Fuller</p>				
<p><b>Phone Number:</b> (503) 546-6377</p>				
<p><b>E-mail:</b> <a href="mailto:rfuller@nwfs.org">rfuller@nwfs.org</a></p>				
Budget Category	Approved Grant Award Budget	Current Draw Request	Previously Requested	Balance Remaining
<b><u>Personnel &amp; Fringe</u></b>				
Middle School Prevention Specialist 1fte @ \$38k	\$ 38,000.00	\$ -	\$ -	\$ 38,000.00
Fringe at 24%	\$ 9,120.00	\$ -	\$ -	\$ 9,120.00
Program Supervision and Oversight .10fte @ \$68k	\$ 6,800.00	\$ -	\$ -	\$ 6,800.00
Fringe at 24%	\$ 1,632.00	\$ -	\$ -	\$ 1,632.00
<b>Total Personnel</b>	<b>\$ 55,552.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 55,552.00</b>
<b><u>Administration</u></b>				
Administration costs (limited to 10% of total budget)	\$ 4,298.00	\$ -	\$ -	\$ 4,298.00
<b><u>Program</u></b>				
Materials/Supplies	\$ -	\$ -	\$ -	
Phone	\$ 150.00	\$ -	\$ -	\$ 150.00
Mileage	\$ -	\$ -	\$ -	
				\$ -
		\$ -	\$ -	\$ -
<b>Total Program</b>	<b>\$ 4,448.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,448.00</b>
<b>Total Grant Costs</b>	<b>\$ 60,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,000.00</b>
<p><i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i></p>				

**CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.*



**AND:**

**Exhibit D-1 REQUEST FOR REIMBURSEMENT (Vibrant Futures)**

*Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:*

- *Request for Reimbursement with an authorized signature*
- *General Ledger backup to support the requested amount*
- *Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).*

**Organization:** Northwest Family Services (Vibrant Futures)      **Contract #:** #9093 Amend 3  
**Address:** 6200 SE King Rd.  
                   Portland, OR 97206      **Reporting Period:**  
**Contact Person:** Rose Fuller  
**Phone Number:** (503) 546-6377  
**E-mail:** rfuller@nwfs.org

Budget Category	Approved Grant Award Budget	Current Draw Request	Previously Requested	Balance Remaining
<b><u>Personnel &amp; Fringe</u></b>				
Prevention Coordinator .50 FTE @ \$38,000/10 months	\$ 15,833.00	\$ -	\$ -	\$ 15,833.00
Supervision .07 FTE @ \$45,000/10 months (A Wells)	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Fringe	\$ 4,520.00	\$ -	\$ -	\$ 4,520.00
<b>Total Personnel</b>	<b>\$ 23,353.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,353.00</b>
<b><u>Administration</u></b>				
Administration costs (limited to 10% of total budget)	\$ 2,727.00	\$ -	\$ -	\$ 2,727.00
<b><u>Program</u></b>				
Materials/Supplies	\$ 685.00	\$ -	\$ -	\$ 685.00
Mileage	\$ 1,225.00	\$ -	\$ -	\$ 1,225.00
Training/Conference	\$ 2,010.00	\$ -	\$ -	\$ 2,010.00
	\$ -	\$ -	\$ -	\$ -
<b>Total Program</b>	<b>\$ 6,647.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,647.00</b>
<b>Total Grant Costs</b>	<b>\$ 30,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000.00</b>

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

**CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.*

---

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

**AGENCY**  
Northwest Family Services  
6200 SE King Rd.  
Portland, OR 97222

By: Rose Fuller  
Rose Fuller, Executive Director

Date: 5/26/2021

**CLACKAMAS COUNTY**  
Commissioner: Tootie Smith, Chair  
Commissioner: Sonya Fischer  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Mark Shull

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Tootie Smith, Board Chair  
Clackamas County

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

June 24, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Local Subrecipient Grant Agreement with Northwest Family Services (NWFS)  
for Children of Incarcerated Parents (CIP) and Parenting Inside Out (PIO) Services

<b>Purpose/Outcomes</b>	NWFS will provide services for Children of Incarcerated Parents (CIP) to include parenting education and coaching to improve parenting skills of program participants, and support services and mentoring for children whose parents are involved in the justice systems. Parenting Inside Out (PIO) is a 12-week interactive series that highlights effective parenting skills and helps parents interact positively with their children. The classes also provide opportunities for families to locate services and support.
<b>Dollar Amount and Fiscal Impact</b>	This agreement is for \$122,000
<b>Funding Source</b>	County General Funds (\$72,000) Health Share of Oregon through Behavioral Health IAA 9714 (\$40,000) Clackamas County Juvenile Dept IAA (\$10,000)
<b>Duration</b>	Effective July 1, 2021 and terminates on June 30, 2022
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Ensure equitable access to services
<b>Counsel Review</b>	This subrecipient grant agreement has been reviewed and approved by County Counsel on 5/25/21 KR
<b>Procurement Review</b>	Was this item processed through Procurement: No. Local Subrecipient grant award
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC-10145

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Grant Agreement with NWFS to provide *Children of Incarcerated Parents* and *Parenting Inside Out* parenting classes and youth mentoring and support. Services to be provided under this contract include evidence-based parenting educational curriculum and youth mentoring, coaching, and support services.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$122,000.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Mary C. Evarbaugh for Rodney A. Cook

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

<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-10145</b>	
Program Name: <b>Northwest Family Services Children of Incarcerated Parents/Parenting Inside Out</b> Program/Project Number: CFCC-10145	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Health, Housing and Human Services Children, Family and Community Connections Division (COUNTY), and <u>Northwest Family Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b>Nicole Unck</b>	Program Manager: <b>Sarah Van Dyke</b>
Clackamas County Finance  2051 Kaen Road  Oregon City, OR 97045  (503) 742-5430  mmorasko@clackamas.us	Children, Family & Community Connections  112 11 <sup>th</sup> Street  Oregon City, OR 97045  (503) 557-5829  svandyke@clackamas.us
<b>SUBRECIPIENT Data</b>	
Finance/Fiscal Representative: <b>Rose Fuller</b>	Program Representative: <b>Jacqueline Vargas</b>
Northwest Family Services  6200 SE King Road  Portland, OR 97222  (503) 546-9397  rfuller@nwfs.org	Northwest Family Services  6200 SE King Road  Portland, OR 97222  (503) 546-6377  jvargas@nwfs.org
FEIN: 93-0841022	

**RECITALS**

1. There are over 20,000 children in Oregon with a parent in prison. Two-thirds of those parents have child(ren) under 18 with half of them expecting to live with their children after they are released. Children of Incarcerated Parents (CIP) aims to meet the complex needs of these children through mentorship, the development of positive social norms, working collaboratively to provide resources and advocacy to youth and families, and to bring awareness and education to communities.

Parenting Inside Out (PIO) is a 12-week series for parents and satisfies mandated parenting class requirements. This interactive program highlights effective parenting skill and helps parents to interact positively with different personalities and needs. The classes also provides opportunities for families to locate resources and support.

2. Northwest Family Services (NWFS) improves family stability and child well-being by focusing on the social determinants of health. Since 1983, NWFS has worked to reduce poverty through health, education, employment, and social justice services. Programs and services include health and social service navigation, culturally specific women and children's shelter who have experienced violence, youth prevention and intervention programs, outpatient alcohol and drug treatment, coalition support for drug free communities, support for youth and families affected by incarceration, youth education and employment success, restorative justice, mental health services, job readiness and placement,

couple's classes, parenting, healthy relationship education, and more. Services are offered in the greater Portland-Salem metro area in both English and Spanish.

3. Clackamas County (COUNTY) desires to work with Northwest Family Services as part of a comprehensive, multi-agency approach to address the needs of very high-risk families and build strong parenting skills, prevent child abuse/neglect, and improve family stability through a variety of support activities and referral services including:

Mentoring and support services to children whose parents are or have been involved in the criminal justice system: youth will receive one-on-one support, connection to needed resources, and other targeted services. Youth are referred to the program by schools, PreventNet site staff, homeless liaisons, federal, state and local agencies, and other community partners.

Evidence-based parenting classes using the Parenting Inside Out curriculum to increase parenting skills to improve outcomes for both the parent and the child(ren). Class participants are connected to supportive community resources and services.

4. County General Fund dollars will be used to finance this Local SUBRECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement COUNTY and SUBRECIPIENT agree as follows:

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that COUNTY will pay is **\$122,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
  - h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D-1: Request for Reimbursement. All reports must be submitted on templates provided in the

Exhibits, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.

- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2022), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this agreement and all associated amendments.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) SUBRECIPIENT 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 SUBRECIPIENT or its employees or agents in the performance of this Agreement shall be deemed confidential information and SUBRECIPIENT agrees to hold such confidential information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information.



- d) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

## 12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to

or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
  - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
  - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of

COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.

- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

**RECIPIENT**

Northwest Family Services  
6200 SE King  
Portland, OR 97222

**CLACKAMAS COUNTY**

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

By:   
Rose Fuller, Executive Director

**Signing on behalf of the Board:**

By: \_\_\_\_\_  
Tootie Smith, Clackamas County Chair

Dated: 5/27/2021

Dated: \_\_\_\_\_

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

## **EXHIBIT A-1: SCOPE OF WORK**

### **Program Description**

#### **Youth (CIP):**

- A minimum of 18 unduplicated core youth are referred by school, PreventNet, Homeless liaisons and other community partners will be met with a minimum of 6 times per quarter.
- A minimum of 14 core youth will be matched with a mentor to provide individual support services.

#### **Adults (PIO):**

- Conduct a minimum of 2 series of 12 classes at accessible times and locations with a minimum of 24 unduplicated adults representing 30 to 45 youth.
- Participating families will be linked to supportive community resources as identified.

### **Outcomes**

#### **Youth (CIP):**

- 100% of referred youth will be contacted within one week of initial referral.
- 95% of referred youth will have individualized case plans within 3 weeks of obtaining custodial adult consent.
- 85% of the core youth will demonstrate positive change in pro-social skills and targeted behaviors.
- 75% of youth identified as core youth will receive one-on-one mentoring support.
- 85% of youth linked to mentor will demonstrate positive change in pro-social and targeted behaviors.

#### **Adults (PIO):**

- 80% of parents will report gaining skills necessary to improve parenting.
- 80% of parents will report involvement in family court, limited parenting time, or system involvement (community corrections, justice system, or DHS/Child Welfare)
- 90% of the participants will report access to supportive community resources.

### **Funder Recognition**

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections (CFCC) and include its logo. Media communications should also acknowledge CFCC.

Marketing materials reproduced using these grant funds must be submitted with quarterly reports.

**Exhibit A-2 Work Plan and Quarterly Reports**

**Children, Family & Community Connections Division  
 Exhibit A: FY 21-22 Work Plan Quarterly Report**

Provider: Northwest Family Services

Contact: Rose Fuller, Director

Activity: Children of Incarcerated Parents

Contract Period: July 1, 2021 - June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Total				
		Jul-Sept 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	Total
<p>By June 30, 2021, a minimum of 18 <b>unduplicated core youth</b> (referred by school, PreventNet, homeless liaisons and other community partners) will be met with bi-weekly, a minimum of 6 times per quarter.</p> <p>Intakes will be conducted, release forms collected, and families will be engaged.</p> <p>Children and family will meet with program staff twice per year to outline and measure goal planning.</p>	<p>100% of referred youth will be contacted within one week of initial referral. Youth will either be invited to join the program or informed of their place on a waiting list.</p> <p>95% of referred youth will have individualized case plans within 3 weeks of moving from wait list into core youth status.</p> <p>85% of the core youth will demonstrate positive change in prosocial skills and targeted behaviors.</p> <p><i>Measured by case notes and progress on their case plan goal achievement (homework completion, attendance, tardiness, grades, anti-social thinking/values/beliefs, substance use, aggressive behaviors, disruptive behaviors, runaway).</i></p>					
<p>By June 30, 2022, a minimum of 14 core youth will be matched with a mentor to provide individual support services.</p>	<p>75% of youth identified as core youth will receive one-to-one mentoring support</p> <p>85% of youth linked to a mentor will demonstrate positive change in prosocial and targeted behaviors.</p> <p>Measured by: case records and participation in the community pro-social activities.</p>					
	<p><b>Intermediate Outcomes/Measurement Tool</b></p> <p># of core youth served</p> <p># of new core youth served</p> <p># of core youth on waitlist</p> <p># of core youth closed</p> <p># Youth contacted within one week of referral</p> <p># Youth with an individualized case plan</p> <p># youth completed goal planning with family and staff</p> <p># Youth demonstrating positive change in prosocial skills and targeted behaviors</p> <p>% Youth demonstrating positive change in prosocial skills and targeted behaviors</p> <p># non-core youth receiving resource matching, participating in activities (ex sibling)</p> <p># core youth with history of domestic violence impacting their lives</p> <p>% core youth with history of domestic violence impacting their lives</p>					
	<p># Youth receiving one-on-one mentoring support</p> <p># Mentored Youth demonstrating positive change in prosocial and targeted behaviors</p> <p>% Youth demonstrating positive change in prosocial and targeted behaviors</p>					

**Children, Family and Community Connections - Prevention**  
**Exhibit A: FY 21-22 Work Plan Quarterly Report**

Provider: Northwest Family Services  
 Contact: Rose Fuller, Director

Shaded cells to be completed by CFCC

Activity: Parenting Inside Out

Contract Period: July 1, 2021 - June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul-Sept 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	Total
<p>By June 30, 2022, conduct a minimum of 2 series of 12 classes at accessible times and locations with a minimum 12 unduplicated adults per series (24 unduplicated adults total) representing 30 to 45 youth.</p> <p>Conduct individual intakes/get releases. Offer classes. Graduation.</p> <p>Adults will be referred through a variety of ways: community corrections, DHS child welfare, attorneys, judges, self-referrals, etc</p>	<p>80% of parents will report gaining skills necessary to improve parenting.</p> <p>80% of participating parents will report one or more of the following:</p> <ul style="list-style-type: none"> <li>System involvement (community corrections, justice system, or DHS child welfare)</li> <li>Involved with family court (custody)</li> <li>Limited or no parenting time</li> </ul> <p>Measured by attendance records, program records, Parenting Skills Ladder</p>					0
		# of series started				0
		# of series completed				0
		# class meetings				0
		# unduplicated parents participating				0
		# of parents involved with community corrections				0
		# of parents involved with DHS child welfare				0
		# of parents involved with family court (custody)				0
		# of parents that have been impacted by DV				0
		% of participating parents impacted by DV				0
		# of parents attending PIO due to DV				0
		% of parents attending PIO due to DV				0
		# of parents with no system involvement				0
		# of parents with limited parenting time				0
		# of parents with limited parenting time				0
		# of parents reporting participation will increase parenting time				0
		# parents assessed (survey)				0
		# parents reporting improved skills				0
		% parents reporting improved skills				0
		# children represented by parents participating in class				0
		# parents completing full series (attending 40 hours out of 48)				0
By June 30, 2022, participating families will be linked to supportive community resources as identified.	90% of participants will report access to supportive community resources. <i>Satisfaction survey.</i>					0
	# families referred to supportive community resources					0
	# families reporting access to supportive community resources					0
	% families accessing supportive community resources					0

**Additional Narrative for Quarterly Program Reporting:**

**Children of Incarcerated Parents**

- Youth referral sources
- Additional information to explain numbers reported in the table above
- Challenges/Successes
- Compelling program story if appropriate

**Parenting Inside Out**

- Dates of PIO classes
- Community resources referred to and accessed by participants
- Challenges/Successes
- Additional information to explain numbers reported in the table above
- Compelling program story if appropriate



**EXHIBIT A-3: CLIENT FEEDBACK SURVEY**

*Administer the survey questions listed below to program participants and report results quarterly using the form provided or use questions that coincide with these that you have developed for your program that address the questions/areas.*

Client Feedback Survey

	Strongly Agree	Agree	Disagree	Strongly Disagree
Disagree				
1. This service was helpful to me	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Program staff was knowledgeable and respectful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. My cultural/ethnic background was respected	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. What could we do to improve this service?				

---

Encuesta de retro-alimentación de cliente

	Completamente de acuerdo	Estoy de acuerdo	No estoy de acuerdo	Completamente en desacuerdo
1. Este servicio me ayudo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. El personal del programa tenía conocimiento y fue respetuoso	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Mi cultura/ origen étnico fue respetado	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ¿Que podríamos hacer para mejorar?				

---

### Client Feedback Report

**Agency:** Northwest Family Services  
**Program:** Parenting Inside Out / Children of Incarcerated Parents  
**Period Covered:**  
**Number of Surveys Distributed:**  
**Number of Surveys Returned:**

Client Satisfaction Domain	Scale Response	Number of Responses
This service was helpful/useful Este servicio me ayudo	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
Program staff was knowledgeable and respectful El personal del programa tenía conocimiento y fue respetuoso	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
My cultural/ethnic background was respected Mi cultura/ origen étnico fue respetado	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
What could be done to improve this service? ¿Que podríamos hacer para mejorar?	1. 2. 3. 4.	

**EXHIBIT B: PROGRAM BUDGET**

<b>PROGRAM BUDGET</b>			
<b>Organization:</b> Northwest Family Services	<b>Contract #</b>	<b>10145</b>	
<b>Funded Program Name:</b> CIP - PIO			
<b>Program Contact:</b> Rose Fuller rf Fuller@nwfs.org			
<b>Agreement Term:</b> July 1, 2021 - June 30, 2022			
	<i>Approved</i>	<i>Approved</i>	
<b>Approved Award Budget Categories</b>	<b>Award Amount</b>	<b>Match Amount</b>	
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)			
Program Manager @ .83 FTE (\$53,000)	\$ 43,990.00	No match is required on this award	
Parent Ed Coordinator @ 1.0 FTE (\$44,000)	\$ 44,000.00		
Fringe @ .24	\$ 21,118.00		
<b>Total Personnel Services</b>	<b>\$ 109,108.00</b>		
<b>Administration</b>			
Admin @ 10% (office, allocated costs, grant administration, etc.)	\$ 10,900.00		
<b>Other</b>			
Program supplies	\$ 38.00		
Telecommunications (1.0 FTE x \$20 x 12 months)	\$ 240.00		
Mileage (1.7 FTE x 150 mi x 12 months x \$ .56)	\$ 1,714.00		
<b>Additional (please specify)</b>			
<b>Total Programmatic Costs</b>	<b>\$ 12,892.00</b>		
<b>Total Approved Budget</b>	<b>\$122,000.00</b>		

### **EXHIBIT C: PERFORMANCE REPORTING SCHEDULE**

#### **Schedule and Requirements:**

Due **monthly** by the 15<sup>th</sup> of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 15<sup>th</sup> of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey

Quarterly due dates:

- July – September            Due October 15, 2021
- October – December        Due January 15, 2022
- January – March             Due April 15, 2022
- April – June                  Due July 15, 2022

**Note: Additional reports may be requested, including but not limited to a yearly participant demographic report.**

**EXHIBIT D-1: REQUEST FOR REIMBURSEMENT**

<b>REQUEST FOR REIMBURSEMENT</b>				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).				
Organization: Northwest Family Services/CIP-PIO Address: 6200 SE King Road Portland, OR 97222 Contact Person: Rose Fuller Phone Number: 503-546-6377 E-mail: <a href="mailto:fuller@nwfs.org">fuller@nwfs.org</a>		Contract #: 10145 Reporting Period:		
Budget Category	Budget	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>				
Program Manager @ .83 FTE (\$53,000)	\$ 43,990.00	\$ -	\$ -	\$ 43,990.00
Parent Ed Coordinator @ 1.0 FTE (\$44,000)	\$ 44,000.00	\$ -	\$ -	\$ 44,000.00
Fringe @ .24	\$ 21,118.00	\$ -	\$ -	\$ 21,118.00
<b>Total Personnel</b>	<b>\$ 109,108.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 109,108.00</b>
<b>Administration</b>				
Admin @ 10% (office, allocated costs, grant administration, etc.)	\$ 10,900.00	\$ -	\$ -	\$ 10,900.00
<b>Supplies</b>				
Program Supplies	\$ 38.00	\$ -	\$ -	\$ 38.00
Telecommunications (1.0 FTE x \$25 x 12 months)	\$ 240.00	\$ -	\$ -	\$ 240.00
Mileage (1.7 FTE x 150 m x 12 months x \$.56)	\$ 1,714.00	\$ -	\$ -	\$ 1,714.00
<b>Additional</b>				
\$ -				
<b>Total Program</b>	<b>\$ 12,892.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,892.00</b>
<b>Total Grant Costs</b>	<b>\$ 122,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 122,000.00</b>
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				
<b>CERTIFICATION</b>				
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.				
Prepared by: _____ Authorized Signer: _____ Date: _____				
<b>Department Review</b> Program Manager: _____ Department: _____ Signature: _____ Date: _____				
Department: forward to Grant Accountant for review and processing				Grant Accountant Initial/Date

**EXHIBIT D-2: MONTHLY ACTIVITY REPORT**

July 1, 2021 through June 30, 2022

**Agency:** Northwest Family Services

**Funded Service:** Children of Incarcerated Parents / Parenting Inside Out

**Program Contact:** Rose Fuller

**Contact Info:** [rfuller@nwfs.org](mailto:rfuller@nwfs.org)

**Period Covered:**

*This report covers the fiscal year starting July 1, 2021 through June 30, 2022. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

*Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.*

- 1. Total number of participants served during the month with the funding allocated for this programming:**
  
- 2. Activities that were conducted during the month with the funding allocated for this programming:**
  
- 3. Compelling participant story or successfully intervention.**

Person(s) completing this form:

Date:

June 24, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Local Subrecipient Grant Agreement with Northwest Family Services for Casa Esperanza – Culturally Specific Domestic Violence Shelter and Services

<b>Purpose/Outcome</b>	Northwest Family Services will provide emergency shelter housing, survivor support groups, and advocacy services to culturally specific adult victims of domestic violence, sexual assault and stalking.
<b>Dollar Amount and Fiscal Impact</b>	This agreement is for \$117,225
<b>Funding Source</b>	County County General Funds
<b>Duration</b>	Effective July 1, 2021 and terminates on June 30, 2022
<b>Previous Board Action/Review</b>	N/A
<b>Strategic Plan Alignment</b>	1. Ensure equitable access to services
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 5/25/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Local Subrecipient grant award
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC-10144

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Agreement with Northwest Family Services/Casa Esperanza. Casa Esperanza is the only culturally-specific domestic violence shelter in the state of Oregon. Funding will provide: safe shelter and supportive services (support groups, information and referral, safety planning and individualized assessment) to Latina survivors of domestic violence and their children. Latina victims of domestic violence face significant barriers to safety and access to resources. Research demonstrates that Latinas experience intimate partner violence differently from their non-Latina counterparts. Barriers that include social isolation, language, discrimination, fear of deportation, dedication to family, and the cultural stigma of divorce mean that Latina victims are even less likely to report domestic violence and seek protection.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$117,225.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

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

*Healthy Families. Strong Communities.*

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

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





# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b>	10144	<b>Division:</b> CFCC	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>		<b>Contact:</b> Jessica Duke	<input type="checkbox"/> Revenue
		<b>Program Contact:</b> VanDyke, Sarah	<input type="checkbox"/> Amend # \$
			<input type="checkbox"/> Procurement Verified
			<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, June 24, 2021

**CONTRACT WITH:** Northwest Family Services

**CONTRACT AMOUNT:** \$117,225.00

**TYPE OF CONTRACT**

<input checked="" type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year	7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year	-
<input checked="" type="checkbox"/> Upon Signature	-	<input checked="" type="checkbox"/> Biennium	-
<input checked="" type="checkbox"/> Other	-	<input checked="" type="checkbox"/> Retroactive Request?	-

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Tuesday, May 25, 2021  
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Jessica E.A. Duke, Prevention Unit Manager  
Date: May 26, 2021

<b>H3S Admin Only</b>	Date Received: _____ Date Signed: _____ Date Sent: _____
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## AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Northwest Family Services

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 6/24/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Northwest Family Services will provide emergency shelter housing, survivor support groups, and advocacy services to culturally specific adult victims of domestic violence, sexual assault, and stalking.

**H3S CONTRACT NUMBER:** 10144

<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-10144</b>	
Program Name: <b>Northwest Family Services Casa Esperanza</b> Program/Project Number: CFCC-10144	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Health, Housing and Human Services Children, Family and Community Connections Division (COUNTY), and <u>Northwest Family Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b>Nicole Unck</b>	Program Manager: <b>Sarah Van Dyke</b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5430 NUnck@clackamas.us	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
<b>SUBRECIPIENT Data</b>	
Finance/Fiscal Representative: <b>Rose Fuller</b>	Program Representative: <b>Jacqueline Vargas</b>
Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-6377 jvargas@nwfs.org
FEIN: 93-0841022	

### RECITALS

- Domestic violence is defined as a pattern of coercive behavior used by one person to control another in an intimate relationship. The violence can be mental, emotional, physical, sexual, financial, and other types of abuse perpetrated to gain and maintain power and control. Domestic violence, sexual assault, stalking, dating violence, and other types of abuse have significant impact on the health and welfare of the residents of Clackamas County.  
  
 Latina victims of domestic violence face significant barriers to safety and access to resources. Research demonstrates that Latinas experience intimate partner violence differently from their non-Latina counterparts. Barriers that include social isolation, language, discrimination, fear of deportation, dedication to family, and the cultural stigma of divorce mean that Latina victims are even less likely to report domestic violence and seek protection. They are also less likely to utilize domestic violence shelters.
- Northwest Family Services (NWFS) improves family stability and child well-being by focusing on the social determinants of health. Since 1983, NWFS has worked to reduce poverty through health, education, employment, and social justice services. Programs and services include health and social service navigation, culturally specific women and children’s shelter who have experienced violence, youth prevention and intervention programs, outpatient alcohol and drug treatment, coalition support

for drug free communities, support for youth and families affected by incarceration, youth education and employment success, restorative justice, mental health services, job readiness and placement, couple's classes, parenting, healthy relationship education, and more. Services are offered in the greater Portland-Salem metro area in both English and Spanish.

3. Clackamas County (COUNTY) desires to have its citizens share in the benefits of SUBRECIPIENT resources to enhance victim safety through the provision of culturally-specific services in cases of domestic violence, sexual assault, and stalking. The funded staff are stationed in the shelter house and provide direct services to residents and their children as they seek safety from abuse. Primary services include an emergency shelter residence and advocacy services that deal with immediate safety concerns as well as long-term self-sufficiency for families.
4. County General Fund dollars will be used to finance this Local SUBRECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement COUNTY and SUBRECIPIENT agree as follows:

#### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that COUNTY will pay is **\$117,225**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or

by confirmation that the electronic mail was accessed, downloaded, or printed.

8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
  - h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D-1: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
  - i) **Audit:** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.

- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2022), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to RECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) SUBRECIPIENT 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 SUBRECIPIENT or its employees or agents in the performance of this Agreement shall be deemed confidential information and SUBRECIPIENT agrees to hold such confidential information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information.
- d) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the

conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

## 12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate

occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
  - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.



- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

**RECIPIENT**

Northwest Family Services  
6200 SE King Road  
Portland, OR 97222

**CLACKAMAS COUNTY**

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

**Signing on behalf of the Board:**

By: Rose Fuller, Executive Director  
Rose Fuller, Executive Director

By: \_\_\_\_\_  
Tootie Smith, Clackamas County Chair

Dated: 05/26/2021 \_\_\_\_\_

Dated: \_\_\_\_\_

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

## **EXHIBIT A-1: SCOPE OF WORK**

### **Program Description**

Through this project, between July 1, 2021 and June 30, 2022, Northwest Family Services will provide emergency shelter housing, survivor support groups, and advocacy services to Latina participants of Clackamas County.

Northwest Family Services will provide emergency and support to survivors including:

- Emergency, short-term shelter;
- Crisis support;
- Short and long-term safety planning;
- Information & referrals;
- Assistance in obtaining resources;
- Advocacy and emotional support;
- Support groups for survivors of domestic violence and sexual assault.

### **Outputs:**

- 25 households will receive shelter
- 13 participants will take part in regular support groups

### **Outcomes**

- 85% of shelter participants who stay in shelter at least 14 days will exit into safe and stable housing
- 85% of shelter heads of households will report that after working with NWFS they have a safety plan and have new options for staying safe
- 85% of support group participants will report that they know more about domestic violence

### **Funder Recognition**

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections and include its logo.

Marketing materials produced using these grant funds must be submitted with quarterly reports.

**Exhibit A-2 Work Plan Quarterly Report**

Children, Family and Community Connections		Provider: Northwest Family Services				
Exhibit A-2: FY 21-22 Work Plan Report		Contact: Rose Fuller/Carmen Ortiz				
Activity: Culturally-Specific DV Shelter and Services		Contract Period: July 1, 2021 - June 30, 2022				
		Shaded lines will be completed by CFCC				
Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul-Sep 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-Jan 2022	Total
<b>SHELTER</b>						
<p>By June 30, 2021, NWFS will provide emergency shelter to a minimum of 25 unduplicated culturally-specific adult victims (head of household-specific) of domestic violence, sexual assault, and stalking.</p>	25 culturally-specific households will be sheltered.	# unduplicated adult clients to date				0
		# unduplicated children to date				0
		# individual adults receiving shelter				0
		# individual children receiving shelter				0
		# new households entering shelter				0
		# households turned away for shelter due to capacity				0
		# total shelter nights				0
		Longest length of stay in # of nights				
		# households exiting shelter after at least 14 days				0
		# of households exiting to safe and stable housing				0
	% of households exiting to safe and stable housing					
	# households exiting shelter that complete a client satisfaction survey					0
	# households exiting shelter who report having a safety plan and have new options to stay safe					0
	% households exiting shelter who report having a safety plan and have new options to stay safe					



### EXHIBIT A-3: CLIENT FEEDBACK SURVEY AND REPORT

*Administer the survey questions listed below to program participants and report results quarterly using the form provided or use questions that coincide with these that you have developed for your program that address the questions/areas.*

#### Client Feedback Survey

	Strongly Agree	Agree	Disagree	Strongly Disagree
Disagree				
1. This service was helpful to me <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Program staff was knowledgeable and respectful <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. My cultural/ethnic background was respected <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. What could we do to improve this service? _____				

#### Encuesta de retro-alimentación de cliente

	Completamente de acuerdo	Estoy de acuerdo	No estoy de acuerdo
Completamente en desacuerdo			
1. Este servicio me ayudo <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. El personal del programa tenía conocimiento y fue respetuoso <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Mi cultura/ origen étnico fue respetado <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ¿Que podríamos hacer para mejorar? _____			

### Client Feedback Report

**Agency:** Northwest Family Services

**Program:** Casa Esperanza

**Period Covered:**

**Number of Surveys Distributed:**

**Number of Surveys Returned:**

Client Satisfaction Domain	Scale Response	Number of Responses
This service was helpful/useful Este servicio me ayudo	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
Program staff was knowledgeable and respectful El personal del programa tenía conocimiento y fue respetuoso	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
My cultural/ethnic background was respected Mi cultura/ origen ético fue respetado	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
What could be done to improve this service? ¿Que podríamos hacer para mejorar?	1. 2. 3. 4.	

**EXHIBIT B: PROGRAM BUDGET**

<b>PROGRAM BUDGET</b>		
<b>Organization:</b>	Northwest Family Services	
<b>Funded Program Name:</b>	Culturally-Specific Domestic Violence Shelter and Services	
<b>Program Contact:</b>	Rose Fuller/Jackie Vargas	
<b>Agreement Term:</b>	July 1, 2021 - June 30, 2022	
	<b>Approved</b>	<b>Approved</b>
	<b>Award Amount</b>	<b>Match Amount</b>
<b>Approved Award Budget Categories</b>		
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)		<i>No match is required on this award</i>
Program Manager (1.0 FTE @ \$48,000 for 12 months)	\$48,000	
Advocate .80 FTE @ \$38,000 for 12 months)	\$30,400	
Supervision (.08 FTE @ \$72,000 for 12 months)	\$5,760	
Taxes and Benefits (.24 FTE)	\$ 20,472.00	
<b>Total Personnel Services</b>	<b>\$ 104,632.00</b>	
<b>Administration</b>		
Administration (10%)	\$ 10,463.00	
<b>Supplies</b>		
Office/Client Supplies		
<b>Utilities</b>	\$ 453.00	
Utilities/Maintenance		
Phone/Internet		
<b>Travel</b>		
Training		
Travel/Mileage		
<b>Additional (please specify)</b>		
Client assistance	\$ 1,677.00	
Child care expenses		
<b>Total Programmatic Costs</b>	<b>\$ 12,593.00</b>	
<b>Total Grant Costs</b>	<b>\$ 117,225.00</b>	



## EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

### Schedule and Requirements:

Due **monthly** by the 15<sup>th</sup> of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report (not due with quarterly report)

Due **quarterly** by the 15<sup>th</sup> of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey and Report

Quarterly due dates:

- July – September            Due October 15, 2021
- October – December        Due January 15, 2022
- January – March             Due April 15, 2022
- April – June                  Due July 15, 2022

**Note: Additional reports may be requested, including but not limited to a yearly participant demographic report.**

**EXHIBIT D-1 REQUEST FOR REIMBURSEMENT**

REQUEST FOR REIMBURSEMENT				
<p><i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i></p> <ul style="list-style-type: none"> <li>• <i>Request for Reimbursement with an authorized signature</i></li> <li>• <i>General Ledger backup to support the requested amount</i></li> <li>• <i>Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).</i></li> </ul>				
Contractor:		Northwest Family Services	Contract #:	10144
Address:		6200 SE King Street Portland OR 97222	Report Period:	
Contact Person:		Rose Fuller/Jackie Vargas		
Phone Number:		503-546-6377		
E-mail:		<a href="mailto:rfuller@nwfs.org">rfuller@nwfs.org</a>		
Budget Category	Budget	Current Draw	Previously	Balance
<b><u>Personnel</u></b>				
Program Manager (1.0 FTE @ \$48,000/12 months)	\$ 48,000.00	\$ -	\$ -	\$ 48,000.00
Advocate (.80 FTE @ \$38,000 for 12 months)	\$ 30,400.00	\$ -	\$ -	\$ 30,400.00
Supervision (.08 FTE @\$72,000 for 12 months)	\$ 5,760.00	\$ -	\$ -	\$ 5,760.00
Taxes and Benefits @ .24	\$ 20,472.00	\$ -	\$ -	\$ 20,472.00
<b>Total Personnel</b>	<b>\$ 104,632.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 104,632.00</b>
<b><u>Administration</u></b>				
Administration (10%)	\$ 10,463.00	\$ -	\$ -	\$ 10,463.00
<b><u>Supplies</u></b>				
Office/Client Supplies	\$ -	\$ -	\$ -	\$ -
<b><u>Utilities</u></b>				
Utilities/Maintenance	\$ 453.00	\$ -	\$ -	\$ 453.00
Phone/Internet	\$ -	\$ -	\$ -	\$ -
<b><u>Travel</u></b>				
Training	\$ -	\$ -	\$ -	\$ -
Travel/Mileage	\$ -	\$ -	\$ -	\$ -
<b><u>Additional (please specify)</u></b>				
Client Assistance	\$ 1,677.00	\$ -	\$ -	\$ 1,677.00
Child care expense	\$ -	\$ -	\$ -	\$ -
<b>Total Program</b>	<b>\$ 12,593.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,593.00</b>
<b>Total Budget</b>	<b>\$ 117,225.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 117,225.00</b>
<p><i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i></p>				
<b>CERTIFICATION</b>				
<p><i>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.</i></p>				
Signature				
Title				
Date				
<b><u>Department Review</u></b>				
Program Manager:				
Department:		Children, Family & Community Connections		
Signature:			Date:	

**EXHIBIT D-2: MONTHLY ACTIVITY REPORT**

July 1, 2021 through June 30, 2022

**Agency:** Northwest Family Services

**Funded Service:** Culturally-Specific Domestic Violence Shelter and Support

**Program Contact:** Rose Fuller

**Contact Info:** [rfuller@nwfs.org](mailto:rfuller@nwfs.org)

*This report covers the fiscal year starting July 1, 2021 through June 30, 2022. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

*Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.*

**1. Total number of participants served during the month with the funding allocated for this programming:**

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

**2. Activities that were conducted during the month with the funding allocated for this programming:**

Person(s) completing this form:

Date:



June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Amendment #4 with  
Northwest Family Services for Student Resource Coordination

<b>Purpose/Outcome</b>	Northwest Family Services (NWFS) Amend 4 adds funding to continue Student Resource Coordination services. Student Resource Coordination will provide pre-assessment and referral to relevant resources, services, and assistance navigating healthcare, education and judicial systems to drug and alcohol affected youth and families living in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #4 adds \$60k for a revised maximum of \$330,950.
<b>Funding Source</b>	Amendment is funded through Clackamas County Behavioral Health (\$40,000) and Clackamas County Children, Family & Community Connections Marijuana Tax Funds (\$20,000)
<b>Duration</b>	July 1, 2021-June 30, 2022
<b>Previous Board Action/Review</b>	091020
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 05/26/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	CFCC 8642

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Amendment #4 with Northwest Family Services for Student Resource Coordination. Services will identify and serve youth at risk of or involved in the use of alcohol and drugs, strengthen collaboration and promote integration among schools, nonprofits, local diversion panels, and State and County service agencies.

This Grant Amendment is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2021. This Amendment #4 adds \$60,000 for a revised maximum of \$330,950.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

*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)

Respectfully submitted,

*Mary Roubange for Rodney A. Cook*

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 8642	<b>Division:</b> CFCC	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Jessica Duke	<input type="checkbox"/> Revenue
	<b>Program Contact:</b> Trevor Higgins	<input checked="" type="checkbox"/> Amend # 4 \$ 60,000.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, June 24, 2021

**CONTRACT WITH:** Northwest Family Services

**CONTRACT AMOUNT:** \$330,950.00

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - _____	<input checked="" type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? _____ - _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

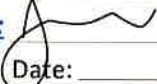
No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Wednesday, May 26, 2021  
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**  Jessica E.A. Duke, Prevention Unit Manager  
Date: May 26, 2021

<b>H3S Admin Only</b>	Date Received: _____ Date Signed: _____ Date Sent: _____
-----------------------	--

## AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Northwest Family Services

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 6/24/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Northwest Family Services will provide a .60 FTE (Amend 2) Student Resource Coordinator ("SRC") to provide pre-assessment and referral to relevant resources, services, and assistance navigating healthcare, education, judicial systems, etc to drug/alcohol affected youth and their families.

Amend 4 adds funding to continue Student Resource Coordination services. NWFS will provide pre-assessment and referral to relevant resources, services, and assistance navigating healthcare, education, and judicial systems to drug and alcohol affected youth and families living in Clackamas County.

**H3S CONTRACT NUMBER:** 8642



<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-10145</b>	
Program Name: <b>Northwest Family Services Children of Incarcerated Parents/Parenting Inside Out</b> Program/Project Number: CFCC-10145	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Health, Housing and Human Services Children, Family and Community Connections Division (COUNTY), and <u>Northwest Family Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: <b>Nicole Unck</b>	Program Manager: <b>Sarah Van Dyke</b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5430 mmorasko@clackamas.us	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: <b>Rose Fuller</b>	Program Representative: <b>Jacqueline Vargas</b>
Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-6377 jvargas@nwfs.org
FEIN: 93-0841022	

**RECITALS**

1. There are over 20,000 children in Oregon with a parent in prison. Two-thirds of those parents have child(ren) under 18 with half of them expecting to live with their children after they are released. Children of Incarcerated Parents (CIP) aims to meet the complex needs of these children through mentorship, the development of positive social norms, working collaboratively to provide resources and advocacy to youth and families, and to bring awareness and education to communities.

Parenting Inside Out (PIO) is a 12-week series for parents and satisfies mandated parenting class requirements. This interactive program highlights effective parenting skill and helps parents to interact positively with different personalities and needs. The classes also provides opportunities for families to locate resources and support.

2. Northwest Family Services (NWFS) improves family stability and child well-being by focusing on the social determinants of health. Since 1983, NWFS has worked to reduce poverty through health, education, employment, and social justice services. Programs and services include health and social service navigation, culturally specific women and children's shelter who have experienced violence, youth prevention and intervention programs, outpatient alcohol and drug treatment, coalition support for drug free communities, support for youth and families affected by incarceration, youth education and employment success, restorative justice, mental health services, job readiness and placement,

couple's classes, parenting, healthy relationship education, and more. Services are offered in the greater Portland-Salem metro area in both English and Spanish.

3. Clackamas County (COUNTY) desires to work with Northwest Family Services as part of a comprehensive, multi-agency approach to address the needs of very high-risk families and build strong parenting skills, prevent child abuse/neglect, and improve family stability through a variety of support activities and referral services including:

Mentoring and support services to children whose parents are or have been involved in the criminal justice system: youth will receive one-on-one support, connection to needed resources, and other targeted services. Youth are referred to the program by schools, PreventNet site staff, homeless liaisons, federal, state and local agencies, and other community partners.

Evidence-based parenting classes using the Parenting Inside Out curriculum to increase parenting skills to improve outcomes for both the parent and the child(ren). Class participants are connected to supportive community resources and services.

4. County General Fund dollars will be used to finance this Local SUBRECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement COUNTY and SUBRECIPIENT agree as follows:

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that COUNTY will pay is **\$122,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
  - h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D-1: Request for Reimbursement. All reports must be submitted on templates provided in the

Exhibits, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.

- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2022), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this agreement and all associated amendments.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) SUBRECIPIENT 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 SUBRECIPIENT or its employees or agents in the performance of this Agreement shall be deemed confidential information and SUBRECIPIENT agrees to hold such confidential information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information.

- d) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

## 12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to

or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
  - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
  - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of

COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.

- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

**RECIPIENT**

Northwest Family Services  
6200 SE King  
Portland, OR 97222

**CLACKAMAS COUNTY**

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

By:   
Rose Fuller, Executive Director

**Signing on behalf of the Board:**

By: \_\_\_\_\_  
Tootie Smith, Clackamas County Chair

Dated: 5/27/2021

Dated: \_\_\_\_\_

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report



June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #01 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs

<b>Purpose/Outcomes</b>	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	\$407,520.00 added to the Agreement, increasing the maximum value to \$8,732,212.18.
<b>Funding Source</b>	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority.
<b>Duration</b>	Effective January 1, 2021 and terminates December 31, 2021.
<b>Previous Board Action</b>	2021 agreement reviewed and approved May 20, 2021, Agenda Item 052021-A4.
<b>Counsel Review</b>	Reviewed and approved by Counsel May 25, 2021 (KR)
<b>Procurement Review</b>	Was this item reviewed by Procurement? No. Item is an amendment to an intergovernmental revenue agreement.
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
<b>Contract No.</b>	#9973

**BACKGROUND:**

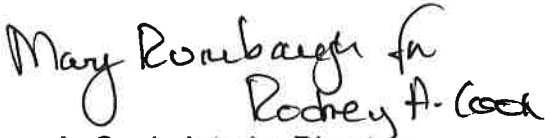
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #01 to Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Program Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

This Amendment is effective January 1, 2021 and terminates December 31, 2021, with a value of \$407,520.00, increasing the maximum Agreement value to \$8,732,212.18.

**RECOMMENDATION:**

Staff recommends Board approval of this Amendment.

Respectfully submitted,

Handwritten signature of Rodney A. Cook in black ink. The signature is written in a cursive style and includes the name "Rodney A. Cook".

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



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**FIRST AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2020-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF  
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION,  
AND PROBLEM GAMBLING SERVICES AGREEMENT #166036**

This First Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clackamas County** (“County”).

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

**6. Signatures.**

**Clackamas County**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**State of Oregon acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**Approved by: Director, OHA Health Systems Division**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

**OHA Program:**

Approved by Theresa Naegeli on March 29, 2021; e-mail in contract file.

# ATTACHMENT 1

## EXHIBIT C

### Financial Pages

MOD# 00310  
 MODIFICATION IMPROV REVIEW REPORT

CONTRACT# 166036 CONTRACT# CARRIAGES COMITE

INPUT CHECKED BY: DATE CREATED: 11/1/2021 11:58:52

PROJ EFFECTIVE DATE: 11/1/2021 11:58:52

S# FUND CODE CENS PROVIDER

SLOT CHANGE/EYE RATE

OPERATING DOLLARS

STARTUP DOLLARS ABC

PART IV

PARTIAL CD

BASE

CLIENT CODE

S#

FISCAL YEAR: 2020-2021

BASE	SYSTEM MANAGEMENT AM	1/1/2021 - 6/30/2021	0	/NA	\$0.00	\$0.00														
1	401	MES01	1/1/2021 - 6/30/2021	0	/NA	\$0.00	\$228,565.92	\$0.00	A	1	Y									
1	401	MUS01	1/1/2021 - 6/30/2021	0	/NA	\$0.00	\$6,715.93	\$0.00	A	1	Y									
1	401	KEB01	1/1/2021 - 6/30/2021	0	/NA	\$2,940.57	\$29,643.42	\$0.00	A	1	Y									
1	401	MES01	1/1/2021 - 6/30/2021	0	/NA	\$1,646.02	\$6,576.18	\$0.00	A	1	Y									
1	401	MES01	1/1/2021 - 6/30/2021	0	/NA	\$1,060.48	\$6,483.84	\$0.00	A	1	Y									
1	401	MES01	1/1/2021 - 6/30/2021	0	/NA	\$7,695.42	\$46,172.52	\$0.00	A	1	Y									
1	804	MES01	1/1/2021 - 6/30/2021	0	/NA	\$0.00	-\$228,565.92	\$0.00	A	1	Y									
1	804	MES01	1/1/2021 - 6/30/2021	0	/NA	\$0.00	-\$6,715.93	\$0.00	A	1	Y									
1	804	MUS01	1/1/2021 - 6/30/2021	0	/NA	\$1,646.02	-\$9,276.12	\$0.00	A	1	Y									
1	804	KEB01	1/1/2021 - 6/30/2021	0	/NA	\$8,990.37	-\$28,643.42	\$0.00	A	1	Y									
1	804	MES01	1/1/2021 - 6/30/2021	0	/NA	\$1,060.48	-\$6,483.84	\$0.00	A	1	Y									
1	804	MES01	1/1/2021 - 6/30/2021	0	/NA	\$7,695.42	-\$46,172.52	\$0.00	A	1	Y									
TOTAL FOR SET 1													\$0.00	\$0.00						
4	401	AID & ASSIST POLYEST	1/1/2021 - 6/30/2021	0	/NA	\$0.00	\$62,519.05	\$0.00	A	1	Y									
4	804	AID & ASSIST POLYEST	1/1/2021 - 6/30/2021	0	/NA	\$0.00	-\$62,519.05	\$0.00	A	1	Y									
TOTAL FOR SET 4													\$0.00	\$0.00						
8	401	CRISTE AND ADOTE FOR	1/1/2021 - 6/30/2021	0	/NA	\$0.00	\$27,573.56	\$0.00	A	1	Y									

MODIFICATION INQUIRY REVIEW REPORT

MOD# : 00310  
 CONTRACT# : 166036  
 CONTRACTOR : CLACKAMAS COUNTY  
 INPUT CHECKED BY : \_\_\_\_\_ DATE CHECKED : \_\_\_\_\_  
 EFFECTIVE DATE : \_\_\_\_\_  
 SLOT CHANGE/TYPE : \_\_\_\_\_  
 RATE : \_\_\_\_\_

SE#	FUND	CODE	CRMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	STARTUP PART DOLLARS ABC	PART IV	PART CD	PART BASE	CLIENT CODE	SP#
FISCAL YEAR: 2020-2021												
CRISIS AND ACUTE TRA												
8	804		CATS	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$0.00	A	1	Y		
							TOTAL FOR SE# 8	\$0.00				
MI NE FRIEND AND PREV												
10	406		NIMPPP	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$68,868.66	A	1	Y		
							TOTAL FOR SE# 10	\$0.00				
MI NE FRIEND AND PREV												
10	411		NIMPPP	1/1/2021 - 6/30/2021	0 /NA	\$0.00	-\$68,868.66	A	1	Y		
							TOTAL FOR SE# 10	\$0.00				
MENTAL ASSISTANCE												
12	401		RTNST	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$132,000.00	A	1	Y		
MENTAL ASSISTANCE												
12	804		RTNST	1/1/2021 - 6/30/2021	0 /NA	\$0.00	-\$132,000.00	A	1	Y		
							TOTAL FOR SE# 12	\$0.00				
MENTAL ASSISTANCE												
12	XXX		RTNST	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$203,760.00	C	1	Y		
							TOTAL FOR SE# 12	\$0.00				
NON-RESIDENTIAL MEET												
20	406		MEMRME	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$188,825.10	A	1	Y		
NON-RESIDENTIAL MEET												
20	804		MEMRME	1/1/2021 - 6/30/2021	0 /NA	\$0.00	-\$188,825.10	A	1	Y		
							TOTAL FOR SE# 20	\$0.00				
ACUTE AND IMPERMEDIA												
24	406		ACUTE	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$93,065.00	A	1	Y		
ACUTE AND IMPERMEDIA												
24	804		ACUTE	1/1/2021 - 6/30/2021	0 /NA	\$0.00	-\$93,065.00	A	1	Y		
							TOTAL FOR SE# 24	\$0.00				
COMMUNITY CRISIS SER												
25	406		CRISIS	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$978,173.11	A	1	Y		
COMMUNITY CRISIS SER												
25	804		CRISIS	1/1/2021 - 6/30/2021	0 /NA	\$0.00	-\$978,173.11	A	1	Y		
							TOTAL FOR SE# 25	\$0.00				
MI EASA SERVICES												

MODIFICATION INPUT REVIEW REPORT

MO#1: M0310

CONTRACT#: 166036 CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: DATE CHECKED: SLOC

PHON EFFECTIVE CHANGE/TYPE RATE

SE# FUND CODE CENS PROVIDER DATES

OPERATING DOLLARS

STARTUP PART PART PART

DOLLARS ABC IV CD BASE CLIENT

SE#

SE#	FUND	CODE	CENS PROVIDER	DATES	EFFECTIVE	CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS	PART ABC	PART IV	PART CD	BASE	CLIENT CODE	SE#
<b>FISCAL YEAR: 2020-2021</b>															
26	406		NIPESA	1/1/2021-6/30/2021	0	/NA	\$0.00	\$174,637.53	\$0.00	A	26A	1	Y		5
								<b>MI BASE SERVICES</b>							
26	411		NIPESA	1/1/2021-6/30/2021	0	/NA	\$0.00	-\$174,637.53	\$0.00	A	26A	1	Y		5
								<b>TOTAL FOR SE# 26</b>	\$0.00						
<b>BASE INVOICE SERVICES</b>															
28	401			1/1/2021-6/30/2021	0	/NA	\$0.00	\$215,444.36	\$0.00	C		1	Y		5
<b>BASE INVOICE SERVICES</b>															
28	804			1/1/2021-6/30/2021	0	/NA	\$0.00	-\$215,444.36	\$0.00	C		1	Y		5
								<b>TOTAL FOR SE# 28</b>	\$0.00						
<b>BASE INVOICE SERVICE</b>															
30	401		PSRBS	1/1/2021-6/30/2021	0	/NA	\$0.00	\$119,350.00	\$0.00	C		1	Y		6
<b>BASE INVOICE SERVICE</b>															
30	804		PSRBS	1/1/2021-6/30/2021	0	/NA	\$0.00	-\$119,350.00	\$0.00	C		1	Y		6
								<b>TOTAL FOR SE# 30</b>	\$0.00						
<b>BASE GERO SPECIALISTS</b>															
35	401		GERO	1/1/2021-6/30/2021	0	/NA	\$0.00	\$123,899.84	\$0.00	A	35A	1	Y		6
<b>BASE GERO SPECIALISTS</b>															
35	804		GERO	1/1/2021-6/30/2021	0	/NA	\$0.00	-\$123,899.84	\$0.00	A	35A	1	Y		6
								<b>TOTAL FOR SE# 35</b>	\$0.00						
<b>BASE SUPPORTED EMPLOYMENT</b>															
38	401		SUPEMP	1/1/2021-6/30/2021	0	/NA	\$0.00	\$34,697.29	\$0.00	A		1	Y		7
<b>BASE SUPPORTED EMPLOYMENT</b>															
38	804		SUPEMP	1/1/2021-6/30/2021	0	/NA	\$0.00	-\$45,550.71	\$0.00	A		1	Y		7
								<b>TOTAL FOR SE# 38</b>	\$0.00						
<b>BASE SUPPORTED EMPLOYMENT</b>															
38	804		SUPEMP	1/1/2021-6/30/2021	0	/NA	\$0.00	-\$83,248.00	\$0.00	A		1	Y		7
								<b>TOTAL FOR SE# 38</b>	\$0.00						
<b>BASE INVOICE SERVICES</b>															
34	401			1/1/2021-12/31/2021	0	/NA	\$0.00	\$66,666.67	\$0.00	C		1	Y		7
<b>BASE INVOICE SERVICES</b>															
34	804			1/1/2021-12/31/2021	0	/NA	\$0.00	-\$66,666.67	\$0.00	C		1	Y		7
								<b>TOTAL FOR SE# 34</b>	\$0.00						

MODIFICATION INPUT REVIEW REPORT

MOD# : M0310

CONTRACT# : 166036 CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_ SLOS CHANGE/TYPE

SE# FUND CODE CEMS PROVIDER PROJ EFFECTIVE DATES RATE STARTUP FARE PART PAFF PART CD BASE CLIENT CODE SF#

FISCAL YEAR:	2020-2021	TOTAL FOR 2020-2021	OPERATING DOLLARS	STARTUP FARE DOLLARS SEC	PART IV	PAFF CD	BASE	CLIENT CODE	SF#
FISCAL YEAR:	2021-2022								
BASE	SYSTEM MANAGEMENT AM								
1	401 MES01 7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$0.00	A	1	Y		
BASE	SYS MGT CO-PORTLAND								
1	401 MES01 7/1/2021 - 12/31/2021	0 /NA	\$1,080.64	\$0.00	A	1	Y		3
BASE	SYS MGT CO-RENAISSAN								
1	401 MES01 7/1/2021 - 12/31/2021	0 /NA	\$1,646.03	\$0.00	A	1	Y		4
BASE	SYS MGT CO-MOSSY MEA								
1	401 MES01 7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$0.00	A	1	Y		2
BASE	SYS MGT CO-MOSSY MEA								
1	401 MES01 7/1/2021 - 12/31/2021	0 /NA	\$2,940.57	\$0.00	A	1	Y		2
BASE	SYS MGT CO-JOHNSON C								
1	401 MES01 7/1/2021 - 12/31/2021	0 /NA	\$7,655.42	\$0.00	A	1	Y		1
BASE	SYSTEM MANAGEMENT AM								
1	804 MES01 7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$0.00	A	1	Y		
BASE	SYS MGT CO-RENAISSAN								
1	804 MES01 7/1/2021 - 12/31/2021	0 /NA	\$1,646.03	\$0.00	A	1	Y		
BASE	SYS MGT CO-PORTLAND								
1	804 MES01 7/1/2021 - 12/31/2021	0 /NA	\$1,080.64	\$0.00	A	1	Y		
BASE	SYS MGT CO-MOSSY MEA								
1	804 MES01 7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$0.00	A	1	Y		
BASE	SYS MGT CO-MOSSY MEA								
1	804 MES01 7/1/2021 - 12/31/2021	0 /NA	\$2,940.57	\$0.00	A	1	Y		
BASE	SYS MGT CO-JOHNSON C								
1	804 MES01 7/1/2021 - 12/31/2021	0 /NA	\$7,655.42	\$0.00	A	1	Y		
		TOTAL FOR SE# 1							
			\$203,760.00	\$0.00					
BASE	AID & ASSIST PROJECT								
4	401 AAP 7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$0.00	A	1	Y		
BASE	AID & ASSIST PROJECT								
4	804 AAP 7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$0.00	A	1	Y		
		TOTAL FOR SE# 4							
			\$2,000	\$0.00					



MODIFICATION INPUT REVIEW REPORT

MO# : M0310

CONTRACT# : 166036 CONTRACTOR: CHASWAS COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

SE# FUND CODE CEMS PROVIDER EFFECTIVE DATES SLOP CHANGE/TYE RATE

STATUS PRC FRC IV CD RESE CLIENT CODE

OPERATING DOLLARS

STATUS PRC FRC IV CD RESE CLIENT CODE

OPERATING DOLLARS

STATUS PRC FRC IV CD RESE CLIENT CODE

OPERATING DOLLARS

STATUS PRC FRC IV CD RESE CLIENT CODE

OPERATING DOLLARS

FISCAL YEAR: 2021-2022

BASE CRISIS AND ACUTE TRA

SE#	FUND	CODE	CEMS PROVIDER	EFFECTIVE DATES	SLOP	CHANGE/TYE	RATE	STATUS PRC	FRC	IV	CD	RESE	CLIENT CODE
B	401			7/1/2021 - 12/31/2021	0	/NA	\$0.00	A					
TOTAL FOR SE# 8													

BASE CRISIS AND ACUTE TRA

SE#	FUND	CODE	CEMS PROVIDER	EFFECTIVE DATES	SLOP	CHANGE/TYE	RATE	STATUS PRC	FRC	IV	CD	RESE	CLIENT CODE
B	504			7/1/2021 - 12/31/2021	0	/NA	\$0.00	A					
TOTAL FOR SE# 8													

BASE CRISIS AND ACUTE TRA

SE#	FUND	CODE	CEMS PROVIDER	EFFECTIVE DATES	SLOP	CHANGE/TYE	RATE	STATUS PRC	FRC	IV	CD	RESE	CLIENT CODE
B	504			7/1/2021 - 12/31/2021	0	/NA	\$0.00	A					
TOTAL FOR SE# 8													

BASE CRISIS AND ACUTE TRA

SE#	FUND	CODE	CEMS PROVIDER	EFFECTIVE DATES	SLOP	CHANGE/TYE	RATE	STATUS PRC	FRC	IV	CD	RESE	CLIENT CODE
B	504			7/1/2021 - 12/31/2021	0	/NA	\$0.00	A					
TOTAL FOR SE# 8													

BASE CRISIS AND ACUTE TRA

SE#	FUND	CODE	CEMS PROVIDER	EFFECTIVE DATES	SLOP	CHANGE/TYE	RATE	STATUS PRC	FRC	IV	CD	RESE	CLIENT CODE
B	504			7/1/2021 - 12/31/2021	0	/NA	\$0.00	A					
TOTAL FOR SE# 8													

BASE CRISIS AND ACUTE TRA

SE#	FUND	CODE	CEMS PROVIDER	EFFECTIVE DATES	SLOP	CHANGE/TYE	RATE	STATUS PRC	FRC	IV	CD	RESE	CLIENT CODE
B	504			7/1/2021 - 12/31/2021	0	/NA	\$0.00	A					
TOTAL FOR SE# 8													

BASE CRISIS AND ACUTE TRA

SE#	FUND	CODE	CEMS PROVIDER	EFFECTIVE DATES	SLOP	CHANGE/TYE	RATE	STATUS PRC	FRC	IV	CD	RESE	CLIENT CODE
B	504			7/1/2021 - 12/31/2021	0	/NA	\$0.00	A					
TOTAL FOR SE# 8													

BASE CRISIS AND ACUTE TRA

SE#	FUND	CODE	CEMS PROVIDER	EFFECTIVE DATES	SLOP	CHANGE/TYE	RATE	STATUS PRC	FRC	IV	CD	RESE	CLIENT CODE
B	504			7/1/2021 - 12/31/2021	0	/NA	\$0.00	A					
TOTAL FOR SE# 8													

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY  
DATE: 03/25/2021

Contract#: 166036  
REF#: 002

REASON FOR FAAA (for information only):

This Financial Assistance Award (FAA) amendment is for Mental Health Services with the 2021 Legislatively Adopted Budget (LAB) to add funds and/or to move funds between funding sources to true up the Budget.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0310 1 These funds are for MHS 01 Services at Johnson Creek.
- M0310 2 These funds are for MHS 01 Services at Mossy Meadows
- M0310 3 These funds are for MHS 01 Services at Portland.
- M0310 4 These funds are for MHS 01 Services at Renaissance.
- M0310 5 A) These funds are for MHS 28 for Invoice Services from 01/01/2021 to 12/31/2021 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY  
DATE: 03/25/2021

Contract#: 166036  
REF#: 002

M0310 6A) These funds are for MHS 30 for PSRB Invoice Services from 01/01/2021 to 12/31/2021 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

M0310 7A) These funds are for MHS 34 for Invoice Services from 01/01/2021 to 12/31/2021 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth [www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx](http://www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx) may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for the  
Primary Care Payment Model Program - Per Member Per Month (PCPM) Incentive Program

<b>Purpose/Outcomes</b>	Provides Clackamas County Health Centers Division (CCHCD) funding for working towards improvement in patient's health outcomes.
<b>Dollar Amount and Fiscal Impact</b>	This is a no maximum agreement. Based on number of clients reported and by what percentage the measure was increased during reporting period.
<b>Funding Source</b>	No General County Funds are involved. Care Oregon revenue agreement.
<b>Duration</b>	July 1, 2021 – June 30, 2022
<b>Previous Board Action</b>	No previous board action
<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>	1. May 26, 2021 2. KR
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a revenue agreement
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	10182

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of contract #10182, a revenue agreement with CareOregon for the Primary Care Payment Model Program – Per Member Per Month (PMPM) Incentive Program.

CareOregon offers payment incentives to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Primary Care Payment Model letter of agreement with CareOregon. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. CCHCD is eligible for revenue generated per member per month depending on level of achievement at the Beaver Creek, Sunnyside, Gladstone and Sandy clinics. Due to these factors we are processing this as a no maximum agreement.

This agreement is effective July 1, 2021 and expires on June 30, 2022.

**RECOMMENDATION:**

Staff recommends approval of this amendment.

Respectfully submitted,



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

*Healthy Families. Strong Communities.*

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

Clackamas.us/h3s



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b>	10182	<b>Division:</b>	HC
<b>Board Order #:</b>		<b>Contact:</b>	Howard, Rebecca
		<b>Program Contact:</b>	Jacobson, Sarah
		<input type="checkbox"/> Subrecipient	
		<input checked="" type="checkbox"/> Revenue	
		<input type="checkbox"/> Amend #	\$
		<input type="checkbox"/> Procurement Verified	
		<input type="checkbox"/> Aggregate Total Verified	

**Non BCC Item**     **BCC Agenda**    **Date:** Thursday, June 24, 2021

**CONTRACT WITH:** CareOregon Inc

**CONTRACT AMOUNT:** No Maximum

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input checked="" type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year	7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year	_____ - _____
<input type="checkbox"/> Upon Signature	_____ - _____	<input type="checkbox"/> Biennium	_____ - _____
<input type="checkbox"/> Other	_____ - _____	<input type="checkbox"/> Retroactive Request?	_____ - _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Wednesday, May 26, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

X

New Agreement/Contract

Amendment/Change Order Original Number

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Health Centers

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** CareOregon Inc

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 6/24/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:**

**H3S CONTRACT NUMBER:** 10182

#10182

**CareOregon, Inc.**

**Agreement**

**Primary Care Payment Model**

This Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Center Division (Provider), to enable Provider's participation in the Primary Care Payment Model (PCPM) Program. For purposes of this Agreement, CareOregon and Provider shall each be referred to individually as a "Party" and collectively as the "Parties".

**RECITALS:**

- A. Health Share of Oregon ("Health Share") is contracted with the Oregon Health Authority ("OHA") via a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the "CCO Contract") to operate as a certified Coordinated Care Organization for the Oregon Health Plan ("OHP").
- B. CareOregon, Inc is an Oregon nonprofit, public benefit corporation and is a subcontractor of Health Share whereby Health Share has delegated certain health plan functions, as contracted for in the CCO Contract, to CareOregon, Inc. Although CareOregon, Inc. is not a certified Coordinated Care Organization, for administrative simplicity, CareOregon will be referred to as "CCO" for purposes of this AGREEMENT.
- C. Through this Agreement, CareOregon and Provider endeavor to improve the health of its Member community through efforts focused on outpatient preventive services, quality focused reimbursement models, and the provision of additional financial support to participating providers.
- D. CCO and Provider entered into a Provider Agreement ("Provider Agreement") whereby Provider has been providing and continues to provide services to Members enrolled in OHP. As stipulated in the Provider Agreement, Provider is subject to all the laws, rules, regulations, and contractual obligations that apply to OHP.

Now, therefore, in consideration of the mutual promises herein, the Parties agree as follows:



## AGREEMENT

### I. Administration/Interpretation of Agreement.

The Parties agree and understand that this AGREEMENT is supplemental to the Provider Agreement and that the applicable provisions of the Provider Agreement are incorporated by reference to this AGREEMENT. Nothing in this AGREEMENT may be construed to waive any of the obligations or other commitments Provider has made pursuant to the Provider Agreement. Thus, the Parties acknowledge and agree that this AGREEMENT is subject to the terms and conditions of the Provider Agreement and all applicable Policies. Notwithstanding the foregoing and to the extent that the Provider Agreement and this AGREEMENT includes provisions that are applicable, all Policies shall be consistent with the Provider Agreement.

For purposes of this AGREEMENT, any capitalized words not otherwise defined in this AGREEMENT shall have the meaning set forth in the Provider Agreement.

### II. Term and Termination

- A. **Term.** This AGREEMENT is effective as of July 1, 2021 (“Effective Date”) and shall remain in effect through June 30, 2022 (“Termination Date”) unless sooner terminated as stipulated for herein.
- B. **Termination.** Other than as modified and expressly stated below, the Termination provisions found in the Provider Agreement will remain as described therein.
- i. Either Party may terminate this AGREEMENT with or without cause upon providing 30 days written notice to the other Party. Payments will be made for work performed up to the date of termination.
  - ii. CCO may terminate this AGREEMENT immediately upon reasonable belief that:
    - a. an employee, agent, contractor, or representative of either Party actively participating in performing the responsibilities hereunder has violated any applicable laws, rules, or regulations;
    - b. fraud, dishonesty, substance abuse, or personal conduct of an employee, agent, contractor, or representative of either Party which may harm the business and/or reputation of either Party;
    - c. inability to perform the responsibilities hereunder or incompetence demonstrated in performance of responsibilities under this AGREEMENT;and,
    - d. the termination of the Provider Agreement.
  - iii. The Party initiating the termination, under any circumstance, shall render written Legal Notice of termination to the other Party and must specify the Termination provision giving the right to termination, the circumstances giving

rise to termination, and the date on which such termination is proposed to become effective.

- iv. Upon Termination under any circumstance, any payments not yet made by CareOregon to Provider shall not be made and any remaining balance of payments disbursed to Provider under this Agreement that have not been used for, or committed to, the Program prior to termination must be refunded and repaid promptly to CareOregon. Provider understands and agrees that CareOregon will not be liable for, nor shall payments be made or used for, any services performed after the date of Termination.

**III. Description of PCPM Program; Incentive Payment Components, and Reporting Requirements.** Provider agrees to assume the duties, obligations, rights, and privileges applicable to participating in PCPM Program pursuant to the designated exhibits, parts, and sections of this AGREEMENT.

- A. **Description of PCPM Program.** Provider agrees to participate in the Primary Care Payment Model Program (“Program”) the description and obligations of which are further stipulated in Exhibit A to this AGREEMENT.
- B. **Payment Components.** CCO agrees to provide funding for certain Covered Services provided by Provider based on the components specified in Exhibit B of this AGREEMENT.
- C. **Reporting Requirements.** From time to time, CCO may request certain information or the submission of certain reports concerning various aspects of this AGREEMENT including any progress made towards any identified targets, compliance with the terms of this AGREEMENT, number of members served, etc. At the reasonable request of CCO, Provider shall provide such information or submit such reports and shall make its personnel available to discuss expenditures, records, the progress of Program or other topics related to this AGREEMENT. CCO shall provide reasonable notice along with detailed instructions on any material requested to Provider, should any such request be made.

To qualify for payment, Provider agrees to prepare and submit reports as defined in Exhibits B, C, D and E of this AGREEMENT.

**Provider Contact.** Provider agrees that the Provider Contact named below is responsible for all aspects of the AGREEMENT, including monitoring progress and performance, obtaining all necessary data and information, and notifying CCO of any significant obstacles in pursuit of this AGREEMENT. Provider will notify CCO if the Provider Contact changes.

Provider Contact: James Wilson  
Phone: 503-655-8697  
E-mail: [jwilson2@clackamas.or.us](mailto:jwilson2@clackamas.or.us)

**IV. Representations and Warranties.**

- A. **General Warranty.** Provider represents and warrants that Provider, its agents, or its representatives possess the knowledge, skill, experience and valid licensure necessary to perform the services contemplated under this AGREEMENT and will perform such services in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
- B. Provider expressly represents and warrants to CCO that Provider is eligible to participate in and receive payment pursuant to this AGREEMENT. In so doing, Provider certifies by entering into this AGREEMENT that neither it nor its employees, agents, or representatives are: (1) placed on the Tier Monitoring System by CCO's Peer Review Committee;(2) have documented contract and/or compliance issues; or,(3) are presently declared ineligible or voluntarily excluded from entering into this AGREEMENT by any federal or state department or agency.

**V. General Provisions.** To the extent applicable and only as related to the services contemplated under this AGREEMENT, the provisions below supplement the relevant sections in the Provider Agreement.

- A. Provider understands and agrees that Provider is not eligible to participate in or receive funding associated with this AGREEMENT if Provider is placed on the Tier Monitoring System by CCO's Peer Review Committee or has documented contract and/or compliance issues. Should it be determined that Provider was ineligible to receive payments from CCO pursuant to this AGREEMENT, Provider expressly agrees to promptly repay all such payments disbursed to it under this AGREEMENT and all funding associated with this AGREEMENT will be discontinued until Provider is removed from the CCO Tier Monitoring System or has resolved compliance issue(s) to CCO's satisfaction. Any discontinued funding that has been withheld will not be disbursed.
- B. **Force Majeure.** Neither party shall be deemed in default of this AGREEMENT to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby. Notwithstanding the foregoing, any dates and obligations specified in this AGREEMENT shall be subject to change, without liability on either Party, based on the current information available concerning COVID-19.

- C. **Amendments and Waivers.** No amendment, modification, assignment, discharger, or waiver of this AGREEMENT, shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, assignment, discharge or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- D. **Confidentiality and Marketing.**
- i. Provider agrees to uphold all confidentiality provisions of the Provider Agreement and this AGREEMENT, and specifically safeguard all confidential information including the health information of Members as it applies to all activities related to this AGREEMENT.
  - ii. Both Parties agree that all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior written approval, unless applicable law requires such disclosure. In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by CCO or the Provider Contact specified herein will suffice as written approval.
  - iii. **HIPAA and HITECH.** Notwithstanding anything to the contrary, both Parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
- E. **Insurance.** Provider and CCO each agree to maintain at all times during this AGREEMENT and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act is applicable to either CCO or the Provide, this section is modified by its terms.
- F. **Indemnity; Defense.** Each Party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims arising out of or related to the services performed under this AGREEMENT which result from the non-waiving Party's own negligence. Further, each Party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense, judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this AGREEMENT, or (b) any

breach or default in performance of any such party's' obligations in this AGREEMENT including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this AGREEMENT then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this AGREEMENT shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall survive termination of this AGREEMENT.

- G. **Compliance and Licensure.** Provider and CCO shall, at all times during the term of this AGREEMENT comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this AGREEMENT; the Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each Party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The Parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this AGREEMENT. The parties shall have the right to immediately unilaterally terminate this AGREEMENT upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.
- H. **Relationship of the Parties.** CCO and Provider are independent entities; No provision of this AGREEMENT or the Provider Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership or any other business or corporate relationship between the Parties other than that of independent entities.
- I. **No Third-Party Benefit.** This AGREEMENT shall not create any rights in any third parties who have not entered into this AGREEMENT, nor shall this

AGREEMENT entitle any such third party to enforce any rights or obligation that may be possessed by such third party.

- J. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the Parties shall not assign or delegate any or all of their rights or responsibilities under this AGREEMENT without the prior written consent of the other Party.

**Agreed to on behalf of** Clackamas County acting  
by and through its Health, Housing and Human  
Services Department, Health Center Division

**Agreed to on behalf of CareOregon:**

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Signature

Name: Eric C. Hunter

Title: Chief Executive Officer

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

## Exhibit A

### Description of PCPM Program

For the period of this Agreement, participating clinics are eligible to receive a per member per month (PMPM) incentive payment comprised of up to four (4) focus area components based on approval of the submitted program applications and membership assignment volume:

- Clinical Quality Incentive Payment (QIP)
- Cost of Care Incentive Payment (COC)
- Behavioral Health Integration Incentive Payment (BHI)
- Oral Health Integration Incentive Payment (OHI)

All PMPM payments will be calculated using CareOregon membership as of the 5<sup>th</sup> of each calendar month, where membership is defined as members who are assigned to participating clinics that have primary health plan coverage of CareOregon Oregon Health Plan.

Performance reporting for each focus area component will be concurrently submitted from all participating clinics during two (2) measurement reporting submission events due **August 30, 2021** and **February 28, 2022** utilizing the same data collection platform, Sharefile. Sharefile is a secure, HIPAA compliant file sharing system, and is the designated application CareOregon utilizes for data sharing in this program. CareOregon will create reporting access for Provider's selected representatives to ShareFile as submitted on the program application form, or as requested by Provider. If Provider is unable to utilize the Sharefile application for data submission, Provider will need to contact CareOregon for establishing an alternative, approved data submission method.

Any resulting payment level adjustments will occur on the **December 2021** and **June 2022** payment adjustment dates respectively.

**A. Clinical Quality Incentive Payment (QIP):**

1. Participating clinics deemed eligible to receive a Clinical Quality Incentive Payment (QIP) PMPM, will have selected a clinic-specific Clinical Quality measurement set.
  - a. Each clinical quality measure set includes:
    - five (5) quality measures with defined specifications
    - one (1) access and engagement measure for the Pediatric measure set, and one (1) access and engagement measure for the Family Practice measure set
    - one (1) health equity element requiring a report submission
  - b. Clinical quality measure set selections and the measurement period for each participating clinic are presented in this Agreement in Exhibit C.
  
2. Clinical quality measure data is to be reported for all items in the measure set to CareOregon in a manner that is specific and exclusive to each participating clinic.
  - a. Two (2) of the QIP measures will be classified as “reporting only” and are required to be submitted as part of the performance data submission process.
  - b. The health equity report for Improving Language Access is required and has a total of 50 possible points. The total number of points earned from affirmative responses to the survey questions and a reporting only data submission determines the final measure point score. To pass this portion of the QIP measure set, the clinic must receive the minimum number of points listed in the detailed measure set table for the applicable data submission event.
  - c. Additional information regarding the health equity questionnaire requirements and scoring are listed in Exhibits C and E.



- d. All other QIP measure results will be evaluated with comparison to the appropriate clinic specific targets listed in Exhibit C. Measures needing to meet improvement percentages will be compared to baseline data from one of these sources, depending upon the specific measure:
- i. the baseline Electronic Health Record data (EHR/eCQM) data provided to and approved by CareOregon with the program application
  - ii. EHR/eCQM data as made available from OHA
  - iii. Claims data provided by CCO.
- e. An overall QIP measure performance result will be calculated using the following methodology.

<b>Performance on Clinical Quality Measure Set</b>	<b>Equity report minimum point score achieved</b>	<b>Payment Level</b>
Meet program targets on less than 50% of the clinical quality measures	Yes	Level 0
	No	Level 0
Meet program targets on 50% to less than 60% of the clinical quality measures	Yes	Level 1
	No	Level 0
Meet program targets on 60% to less than 80% of the clinical quality measures	Yes	Level 2
	No	Level 1
Meet program targets 80% or more of the clinical quality measures	Yes	Level 3
	No	Level 2

- f. Any measures not reported or not meeting the data submission requirements would be evaluated as “not met” in the performance calculation.
- g. If the submitted data for any of the measures in the clinical quality focus area appear to be invalid or unreasonable based upon review and analysis by CareOregon, then each measure determined to be invalid will be evaluated as not met.

- h. Clinical quality measures that result in fewer than twenty (20) assigned CareOregon members in the denominator, will have performance values calculated using aggregated Provider system data for the affected measure and participating clinic.
- i. If a clinical quality measure results in fewer than twenty (20) assigned CareOregon members in the denominator using aggregated Provider system data for the measure, the measure will be excluded from performance evaluations.
- j. Data submissions will be accepted by CareOregon during the Agreement if the following requirements are met:
  - All QIP data including the Equity report is submitted by the deadline using the required reporting process
  - All QIP data is submitted in the appropriate format and meets data parameter requirements with data content in all required fields.
  - Submitted data appears to be reasonable with respect to issues such as the presentation of denominators that are low, valued as zero or greater than the count of CareOregon member assignment to a clinic. Similarly, where numerators are valued at zero, rate calculations exceed 100%, performance percentages are outside of the typical range or include a higher than expected number of exclusions.
- k. If data is not submitted by the specified deadline, then the QIP payment level zero (0) will be assigned to that clinic on the payment adjustment date.
- l. For each measure indicated as “Claims” in selected Clinical Quality Measure Set CareOregon will provide performance using fee-for-service claims data for Provider review and information.
- m. For each measure indicated as “EHR/eCQM”, Clinics must submit member level or aggregate performance data on all Electronic

Health Record (EHR)/Electronic Clinical Quality Measures (eCQM). Clinics for which this data is already provided to CareOregon are not required to submit a duplicate data set.

- n. For each measure indicated as “Roster”, CareOregon will timely provide a roster containing the member level information to Provider for verification allowing Provider at least 30 days to review prior to report submission due dates.

- 3. The selected Clinical Quality Measure Set(s) and potential PMPM rates based on timely and accurate data submission for all QIP components for the clinics participating in this Agreement are:

Clinic(s) Participating in QIP Component	QIP Clinical Track	QIP PMPM Performance-Based Rate*			
		Level 0	Level 1	Level 2	Level 3
1. Clackamas County Beavercreek Health Center	Family Practice	\$0.00	\$3.60	\$5.85	\$9.55
2. Gladstone Health Center	Pediatrics	\$0.00	\$3.40	\$4.95	\$8.10
3. Sandy Health Center	Family Practice	\$0.00	\$3.40	\$4.95	\$8.10
4. Sunnyside Health Center	Family Practice	\$0.00	\$3.60	\$5.85	\$9.55

*\*PMPM Rates are risk adjusted based on the Chronic Illness & Disability Payment System (CDPS) risk adjustment program used by OHA in the rate-setting process. Clinics are assigned to a specific risk tier based on the average risk score for the CareOregon members assigned to their clinic.*

The initial clinic payment level determination for QIP and all other components are described in this Exhibit in Section F.

**B. Cost of Care Incentive Payments:**

- 1. All participating clinics deemed eligible will receive a Cost of Care (COC) Incentive PMPM Payment.
- 2. The Cost of Care measure differs between the Family Practice and Pediatric clinical tracks; however, measure performance is calculated using aggregated Provider system data and is determined as follows:

<b>Performance on Family Practice Cost of Care Measure</b>	<b>Payment Level</b>	<b>COC PMPM</b>
Target Not Met on Cost of Care Measure	Level 0	\$0.00
Target Met on Cost of Care Measure and >=500 members assigned to total Provider system	Level 1	\$1.25
<b>Performance on Pediatric Cost of Care Measure</b>	<b>Payment Level</b>	<b>COC PMPM</b>
The Cost of Care narrative report requirements are not met: a) report is not timely submitted b) report was not submitted through the required process c) The narrative receives a score of <80% d) there are less than 500 members assigned to the system	Level 0	\$0.00
The Cost of Care narrative report is: a) timely submitted using the required process. b) the narrative receives a score of >=80% c) there are >=500 members assigned to total Provider system	Level 1	\$1.25

3. Additional information on the Cost of Care measure is available in Exhibit E.

**C. Oral Health Integration (OHI) Incentive Payments:**

1. For the period of this Agreement, all participating clinics will receive a \$1.25 PMPM Oral Health Integration (OHI) Incentive Payment.
2. CareOregon will use claims data to calculate the OHI measure performance and share the results to Provider for review and information during the report submission process. The OHI PMPM rate will not change as a result of performance.
3. The Oral Health Integration measure and associated criteria are described in Exhibit E.

**D. Behavioral Health Integration (BHI) Incentive Payments:**

1. All participating clinics that have attested to delivering behavioral health care in alignment with the CCO's Behavioral Health Integration model of care and have either a Tier 1 or Tier 2 designation are eligible to receive a Behavioral Health Integration (BHI) Incentive PMPM Payment.
2. Clinics will have selected a clinic-specific BHI Sub Population measure to be reported in addition to the CCO Population Reach measure. This measure is documented on Exhibit C.
3. Clinics will provide narrative responses during the data submission events to questions about the services and methods employed in the delivery of behavioral healthcare.
4. The Behavioral Health reporting is required to be submitted at the same time and method as the other required Agreement data submissions.
5. BHI payment level for each clinic is determined by a combination of the reported BHI program measure values as defined in Exhibit D for the measurement period, and the clinic Behavioral Health Integration Tier designation as shown below. Only clinics that meet all Tier 2 requirements of CareOregon's BHI Model of Care are eligible to receive BHI payment level two (2).

Performance on BHI Measures	Payment Level	BHI PMPM
Less than 5.0% reach on either measure	Level 0	\$0.00
One of the following conditions is met: <ul style="list-style-type: none"> <li>• Both measures attain a minimum of 5% and both are less than 12.0%</li> <li>• Both measures attain a minimum of 5% with one measure at 12% or higher.</li> <li>• Clinic has <b>Tier 1</b> designation and attains 12.0% or greater reach on <b>both</b> measures.</li> </ul>	Level 1	\$2.00
Clinic has <b>Tier 2</b> designation and attains 12.0% or greater reach on <b>both</b> measures.	Level 2	\$4.00

6. Additional information regarding the BHI measures, Tier level definition, and associated criteria are described in Exhibit D.

## E. Initial Payment Levels

Initial clinic PMPM payment levels at the time of Agreement Execution for participating clinics will be calculated as described in the table below. These initial PMPM's depend on the clinic participation status in a CCO PCPM program at time of Agreement Execution.

	<b>Payment Level 0</b>	<b>Payment Level 1</b>	<b>Payment Level 2</b>	<b>Payment Level 3</b>
<b>QIP</b> (Clinic Specific Payment Level Rates)	✓ Clinics participating in PCPM with Quality payment level 0 on June 1, 2021.	✓ Clinics participating in PCPM with Quality payment level 1 on June 1, 2021. ✓ <u>All</u> clinics <u>new to</u> participating in PCPM at AGREEMENT execution date.	✓ Clinics participating in PCPM with Quality payment level 2 on June 1, 2021.	✓ Clinics participating in PCPM with Quality payment level 3 on June 1, 2021.
<b>Cost of Care</b>	<b>\$ 0.00</b>	<b>\$ 1.25</b>		
	<b>\$ 0.00</b>	<b>\$ 2.00</b>	<b>\$ 4.00</b>	
<b>BHI</b>	<ul style="list-style-type: none"> <li>✓ Clinics participating in CCO BHI with payment level 0 on June 1, 2021.</li> <li>✓ Clinics that do not attest to CCO BHI Model of Care.</li> <li>✓ Clinics choosing not to participate in BHI on</li> </ul>	<ul style="list-style-type: none"> <li>✓ Clinics participating in CCO BHI with payment level 1 on June 1, 2021.</li> <li>✓ <u>All</u> clinics that attest to CCO BHI Model of Care and new to</li> </ul>	<ul style="list-style-type: none"> <li>✓ Clinics participating in CCO BHI with payment level 2 on June 1, 2021.</li> <li>✓ Clinics deemed to be at Tier 2.</li> </ul>	

	program application	participating in CCO BHI at AGREEMENT execution date.		
Oral Health Integration	\$ 0.00	\$ 1.25		
	✓ Not applicable.	✓ <u>All</u> participating clinics.		

- a. Clinics that are not participating in a CCO PCPM program prior to the Agreement effective date will initially receive QIP payment level one (1).
- b. Clinics participating in a CCO PCPM program as of June 1, 2021, will continue to receive the same June 2021 QIP and COC payment levels assigned.
- c. Clinics that are participating in the CCO IBH program as of June 1, 2021 with payment level 0 will initially receive the same IBH payment level 0. Clinics that do not attest to providing the CCO BHI Model of Care or that choose not to participate in the BHI component of the program will receive IBH payment level 0 and considered to not be participating in the BHI component.

## Exhibit B

### Payment Terms and Conditions of Participation

#### A. Conditions of Payment:

1. CareOregon agrees to pay participating clinics a monthly PMPM incentive payment, provided this Agreement is fully executed, according to the following timelines:
  - a. If this Agreement is executed prior to June 1st, 2021, PMPM will commence on the Agreement effective date.
  - b. If this Agreement is executed between the 1st and the 15th of June 2021, PMPM will commence in August 2021.
  - c. If this Agreement is executed after June 15, 2021 CareOregon will advise Provider when the first payment processing month can occur due to system requirements.
  - d. Due to system processing requirements at CCO, no retroactive payments will be remitted to provider due to late Agreement execution.
  - e. Measure improvement targets will not be adjusted based on timing of Agreement execution.
2. CareOregon shall deliver the PMPM payments to the same location that fee for service claims payments are paid unless provider has requested CareOregon to use an alternate bank for the PMPM payments.
3. EFT/Remittance Advice. If Provider is able to accept payments and remittance advice electronically CareOregon will provide the appropriate forms to Provider for requesting PMPM payments be directed to accounts using Electronic Fund Transfers (EFT).
  - a. Provider shall register and complete the forms for electronic funds transfer as soon as practicable.
  - b. If possible, Provider shall accept payments electronically.
4. Providers participating in an APM program at time of Agreement execution will continue to receive APM payments in the same manner and/or bank location unless revised instructions are provided to CareOregon.



5. CareOregon will not adjust prior PMPM payments due to membership assignment revisions.
6. CareOregon may suspend payments for one or more program PMPM components to participating clinics that cease to meet eligibility requirements. CareOregon may subsequently resume payments upon notification of eligibility fulfillment during the Agreement period. Provider is encouraged to contact CareOregon to discuss circumstances in cases where unusual, unforeseen or extenuating situations exists that inhibit Provider from meeting program requirements.

### **B. Quality Reporting Terms of Program Participation**

1. CareOregon agrees to send Provider all instructions, system access or templates needed for submitting reporting data at minimum a month prior to data submission due dates.
2. CareOregon agrees to provide clinics required to report member-level immunization status measures (from an Electronic Health Record (EHR) and/or Alert Immunization Information System (IIS)) with a roster at least 30 days prior to data submission deadline, of all assigned CareOregon members that meet inclusion criteria.
3. Provider agrees that requests to change clinical quality measures in this Agreement will not be granted.
4. Participating clinics agree to submit reporting information for all the Measures as defined in the Agreement Exhibit C prior to data submission deadlines including:
  - a. Narrative reports
  - b. Data for EHR/eCQM measures
  - c. Data for clinic reported measures
5. CareOregon agrees to timely review the QIP data submissions and adjust the QIP component performance payment level if needed as scheduled on the payment adjustment date specified.

### **C. Behavioral Health Incentive Terms of Participation:**

1. Provider agrees to employ or provide a Behavioral Health Clinician (BHC) at each Provider location, as defined by the CareOregon Integrated

Behavioral Health Model specified in Exhibit D, and the BHC will practice within the scope of their respective license.

2. Provider agrees to document clinically relevant patient information in the same medical record at the point of care.
3. Provider agrees to submit to CareOregon, all claims for services provided by the Behavioral Health Clinician (BHC).
4. Provider agrees that no changes will be permitted to the selected Sub Population Measure during the period of this Agreement.
5. Data submitted for any clinical quality measure that is incomplete, invalid, or erroneous will be excluded from the payment level calculation for that reporting event.
6. If Sub Population and CCO Population Reach Measurement data is not submitted prior to data submission deadlines, participating clinics will receive payment level zero (0), effective on the payment adjustment date subject to Provider having participated in a previous Behavioral Health Per Member Per Month payment program.

Providers new to participation in the Behavioral Health component of the PCPM program may elect to omit submission of the first Behavioral Health report due to the absence of data applicable to the lookback period of January 2021 through June 2021. Providers electing to omit submission of the first Behavioral Health report need to advise CareOregon (CPCCO, JCC) prior to August 2021.

7. CareOregon agrees to timely review BHI data submissions and adjust the BHI component performance payment level if needed as scheduled on payment adjustment date specified.

**D. Other Conditions of Program Participation:**

1. To ensure appropriate payment of funds under this Agreement, Provider will ensure clinic-specific billing for each participating clinic. Clinic-specific billing requires claims submission using professional claims forms (CMS-1500 or 837P) with a clinic-specific National Provider Identifier (NPI) submitted as the billing provider (CMS-1500 item 33a or 837 loop ID 2010AA).

2. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for Patient Centered Primary Care Home (PCPCH) Supplemental Payment, this Agreement will be re-evaluated.
3. Provider agrees to notify CareOregon within thirty (30) days of any changes that may affect any participating clinic's ability to maintain any of the eligibility requirements of the CareOregon PCPM.
4. Provider agrees that payments received will be used to support the appropriate participating clinic(s) located in the Portland metro service area.
5. This Agreement may be amended by CareOregon upon written notice to Provider to reflect immaterial programmatic changes to the CareOregon PCPM. Any other changes to this Agreement can only be amended by a written Agreement signed by the parties hereto.

## Exhibit C Detailed Measure Sets for Clinical Tracks

CareOregon Metro  
Family Practice Track

Beavercreek Health Center

Measure	Data Source	Measurement Period 1	Measurement Period 2	Baseline Measurement	Target 1 (Measurement Period 1) (Due 8/21/21)	Target 2 (Measurement Period 2) (Due 2/28/21)	Benchmark
<b>Clinical Quality Focus Area</b>							
Kindergarten Readiness: Well-Child Visits 3-6 yo	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	57.5%	29.8%	59.6%	78.5%
Diabetes: HbA1c Poor Control	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	29.4%	28.8%	28.8%	23.4%
Immunizations for Adolescents (MCV4, Tdap, HPV)	Roster	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	25.5%	13.5%	27.0%	40.4%
Alcohol and Drug Misuse: SBIRT	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	N/A
Screening for Depression and Follow-Up Plan	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	82.3%	Reporting Only	Reporting Only	N/A
3rd Next Available	Clinic-Specific	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	15	14	13	N/A
<b>Improving Language Access</b>							
Behavioral Health Integration Focus Area	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	25 points	35 points	N/A
<b>CareOregon Population Reach</b>							
Choice of Sub-Population:	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
Patients with Diabetes: HbA1c > 9	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
<b>Oral Health Integration Focus Area</b>							
Oral Evaluation for Adults with Diabetes	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	26.8%
<b>Cost of Care Focus Area</b>							
Inpatient and Emergency Department Utilization for Ambulatory Sensitive Conditions	Claims	May 2020 - Apr 2021	Nov 2020 - Oct 2021	8.3	8.2	8.0	N/A

Measure	Data Source	Measurement Period 1	Measurement Period 2	Baseline Measurement	Target 1 (Measurement Period 1) Due 8/21/21	Target 2 (Measurement Period 2) Due 2/28/21	Benchmark
<b>Clinical Quality Focus Area</b>							
Kindergarten Readiness: Well-Child Visits 3-6 yo	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	69.8%	35.3%	70.7%	78.5%
Childhood Immunization Status (Combo 2)	Roster	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	85.4%	42.5%	85.0%	80.8%
Immunizations for Adolescents (MCV4, Tdap, HPV)	Roster	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	58.1%	28.2%	56.4%	40.4%
Alcohol and Drug Misuse: SBIRT	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	N/A
Screening for Depression and Follow-Up Plan	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	85.5%	Reporting Only	Reporting Only	N/A
3rd Next Available	Clinic Specific	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	11	10	9	N/A
<b>Improving Language Access</b>							
Behavioral Health Integration Focus Area	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	25 points	35 points	N/A
<b>CareOregon Population Reach</b>							
Choice of Sub-Population:	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
<b>Patients with Positive Depression Screen</b>							
Oral Health Integration Focus Area	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
<b>Preventive Dental Visits for Ages 1-14</b>							
Cost of Care Focus Area	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	68.8%
<b>Pediatric Cost of Care Narrative Report</b>							
	Narrative Report	May 2020 - Apr 2021	Nov 2020 - Oct 2021	N/A	≥80%	>80%	N/A

Measure	DataSource	Measurement Period 1	Measurement Period 2	Baseline Measurement	Target 1 (Measurement Period 1) Due 8/21/21	Target 2 (Measurement Period 2) Due 2/28/21	Benchmark
<b>Clinical Quality Focus Area</b>							
Kindergarten Readiness: Well-Child Visits 3-6 yo	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	58.3%	30.2%	60.4%	78.5%
Diabetes: HbA1c Poor Control	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	17.5%	18.1%	18.1%	23.4%
Immunizations for Adolescents (MCV4, Tdap, HPV)	Roster	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	16.7%	9.5%	19.0%	40.4%
Alcohol and Drug Misuse: SBIRT	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	N/A
Screening for Depression and Follow-Up Plan	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	88.0%	Reporting Only	Reporting Only	N/A
3rd Next Available	Clinic Specific	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	18	17	16	N/A
Improving Language Access	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	25 points	35 points	N/A
<b>Behavioral Health Integration Focus Area</b>							
CareOregon Population Reach	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
<b>Choice of Sub-Population:</b>							
Patients with Diabetes: HbA1c > 9	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
<b>Oral Health Integration Focus Area</b>							
Oral Evaluation for Adults with Diabetes	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	26.8%
<b>Cost of Care Focus Area</b>							
Inpatient and Emergency Department Utilization for Ambulatory Sensitive Conditions	Claims	May 2020 - Apr 2021	Nov 2020 - Oct 2021	8.3	8.2	8.0	N/A

CareOregon Metro

Family Practice Track

Sunnyside Health Center

Measure	Data Source	Measurement Period 1	Measurement Period 2	Baseline Measurement	Target 1 (Measurement Period 1) Due 8/21/21	Target 2 (Measurement Period 2) Due 2/28/21	Benchmark
<b>Clinical Quality Focus Area</b>							
Kindergarten Readiness: Well-Child Visits 3-6yo	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	54.8%	28.6%	57.1%	78.5%
Diabetes: HbA1c Poor Control	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	26.5%	26.2%	26.2%	23.4%
Immunizations for Adolescents (MCV4, Tdap, HPV)	Roster	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	38.9%	19.5%	39.0%	40.4%
Alcohol and Drug Misuse: SBIRT	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	N/A
Screening for Depression and Follow-Up Plan	EHR/ eCQM	Jul 2020 - Jun 2021	Jan 2021 - Dec 2021	86.7%	Reporting Only	Reporting Only	N/A
3rd Next Available	Clinic Specific	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	10	9	8	N/A
Improving Language Access	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	25 points	35 points	N/A
<b>Behavioral Health Integration Focus Area</b>							
CareOregon Population Reach	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
<b>Choice of Sub-Population:</b>							
Patients with Diabetes: HbA1c > 9	Clinic Reported	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Tier 1: 5.0% Tier 2: 12.0%	Tier 1: 5.0% Tier 2: 12.0%	N/A
Oral Health Integration Focus Area	Claims	Jan 2021 - Jun 2021	Jan 2021 - Dec 2021	N/A	Reporting Only	Reporting Only	26.8%
Cost of Care Focus Area	Claims	May 2020 - Apr 2021	Nov 2020 - Oct 2021	8.3	8.2	8.0	N/A
Inpatient and Emergency Department Utilization for Ambulatory Sensitive Conditions	Claims	May 2020 - Apr 2021	Nov 2020 - Oct 2021	8.3	8.2	8.0	N/A

## Exhibit D

### CCO Behavioral Health Integration Model of Care and Measure Specifications

#### 1. Structural Behavioral Health Integration Criteria

BEHAVIORAL HEALTH INTEGRATION CRITERIA	Tier 1	Tier 2
<b>Staffing:</b> <ul style="list-style-type: none"> <li>✓ A behavioral health clinician (BHC) as defined by subset of ORS 414.025 (Table 4) is on-site, located in the same shared physical space as medical providers; or is offsite delivering telehealth services provided the BHC staff is dedicated to the practice site as part of the required BHC to PCP clinic FTE ratio.</li> <li>✓ Mental Health, Substance Use Disorder, and Developmental Screening strategy is established with documentation for on-site local referral resources and processes.</li> <li>✓ BHC(s) provide care at a ratio of 1 FTE BHC for every 6 FTE Primary Care Clinicians.</li> </ul>	✓ ✓ ✓	✓ ✓ ✓
<b>Communication around Shared Patients:</b> <ul style="list-style-type: none"> <li>✓ Primary care clinicians, staff, and BHCs document clinically relevant patient information in the same medical record at the point of care.</li> <li>✓ Care team and BHC routinely engage in face-to-face collaborative treatment planning and co-management of shared patients.</li> </ul>	✓ ✓	✓ ✓
<b>BHC as an Integrated Part of the Primary Care Team:</b> <ul style="list-style-type: none"> <li>✓ Warm hand-offs/introductions between care team members and BHC.</li> <li>✓ BHC is a regular part of practice activities (i.e. team meetings, provider meetings, quality improvement projects, case conferences).</li> <li>✓ Pre-visit planning activities (i.e. scrubbing and/or huddling for behavioral health intervention opportunities).</li> </ul>	✓ ✓ ✓	✓ ✓ ✓
<b>Same-Day Access:</b> <ul style="list-style-type: none"> <li>✓ On average, <b>≥ 25% of BHC hours</b> at the practice each week are available for same-day services (may include average weekly late-cancelation/no-shows converted to same-day services).</li> </ul>	✓	
<b>Same-Day Access:</b> <ul style="list-style-type: none"> <li>✓ On average, <b>≥ 50% of BHC hours</b> at the practice each week are available for same-day services (may include average weekly late-cancelation/no-shows converted to same-day services).</li> </ul>		✓

#### 2. Qualifying Behavioral Health Clinicians

<b>Qualifying Behavioral Health Clinicians (BHC)*:</b> <ul style="list-style-type: none"> <li>✓ Licensed psychologist</li> <li>✓ Licensed clinical social worker</li> <li>✓ Licensed professional counselor or licensed marriage and family therapist</li> <li>✓ Certified clinical social work associate</li> <li>✓ Intern or resident who is working under a board-approved supervisory contract in a clinical mental health field</li> </ul>
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\*This list is a subset of ORS 414.025 and indicates the exhaustive list of BHCs that qualify as part of CCO's BHI Program.

### 3. BHI Population Reach Measure Specifications

Measure	Numerator (n) and Denominator (d) Descriptions	
CCO Member Population Reach	n	Members in denominator with a service by BHC during measurement period.
	d	Unique CCO members seen by clinic during measurement period.

### 4. BHI Sub-Population Measure Specifications

Measure	Numerator (n) and Denominator (d) Descriptions	
Depression (Pediatric only)	n	Members in denominator with a service by BHC during measurement period.
	d	Unique CCO members with a positive depression screen as indicated by the measurement tool during measurement period.
Diabetes: HbA1c > 9 (Family Practice only)	n	Members in denominator with a service by BHC during measurement period.
	d	Unique CCO members with a Diabetes: HbA1c > 9 during measurement period.
Alcohol & Drug Screening (Any clinical track)	n	Members in denominator with a service by BHC during measurement period.
	d	Unique CCO members with a positive SBIRT screen during measurement period.
<b>Numerator and Denominator Specification Notes</b>		
<p><b>Inclusion criteria for patients seen by BHC (numerator):</b></p> <ul style="list-style-type: none"> <li>✓ All billable services, paid and unpaid, including face-to-face and telehealth interventions both scheduled and same-day appointments.</li> <li>✓ Visits where the BHC assists in service delivery along with the medical provider resulting in increased medical complexity that is billed under the medical provider.</li> <li>✓ Non-billable services including, but not limited to: <ul style="list-style-type: none"> <li>○ Documented introductions of the patient and/or patient support system to the BHC. These BHC introductions are sometimes referred to as a warm hand-off.</li> <li>○ Documented consultations and shared care planning with internal primary care team members.</li> <li>○ Documented consultations, care coordination and case management with external partners such as specialty behavioral health, hospitals, schools, families, etc.</li> <li>○ Care management activities that include outreach and engagement services.</li> <li>○ Non-billable services can be documented via EHR portal messages, phone encounters, letters documented in the patient record, interim notes, etc.</li> </ul> </li> </ul> <p><b>Exclusion criteria for patients seen by BHC (numerator):</b></p> <ul style="list-style-type: none"> <li>✓ Mass email/EHR messages to patients</li> <li>✓ Telephone encounters where you are leaving a message</li> <li>✓ Reminder messages (phone/EHR/text)</li> <li>✓ Text messaging</li> </ul> <p><b>Inclusion criteria for patients seen in Primary Care (denominator):</b></p> <ul style="list-style-type: none"> <li>✓ Any PCP or BHC appointment (e.g. 99201, 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215, 99354, 99355, 99401, 99402, 99403, 99404, 99411, 99412, G0507, G0505, 96156, 96158, 96159, 96164, 96165, 96167, 96168, 99408, G0396, 99409 G0397, 99406, G0436, 99407, G0437, 96110, 96127, 90791, 90832, 90834, 90837, 98966, 98967, 98968).</li> </ul> <p>List is not all inclusive, the intent is that any service providing a clinical intervention or insight to the patient or on the patient's behalf including telehealth appointments can be included.</p>		

**Provider is accountable for submitting data for the BHI Population Reach Measures and the Access & Engagement Measure according to specifications.**

## Exhibit E

### Additional Measure Reporting Specifications

#### Equity Report Questions and Scoring: Improving Language Access

The Equity Report will be scored by the total number of points earned from clinics providing affirmative responses to the questions listed below. The Equity Report has a total of 50 possible points. Part 1 has 12 points; Part 2 has 20 point and Part 3 has 18 points. In order to pass, the clinic must receive the minimum number of points listed in the detailed measure set tables in Exhibit C for the respective data submission due date.

#### Part 1: Identification and assessment for communication needs

##### **Question 1: Maximum 6 points**

Please answer yes or no for each of the following statements on how your clinic identifies patients needing communication access (e.g. LEP, sign language users)

	Yes or No
The clinic has a <b>process to respond to individual requests</b> for language assistance services (including sign language)	
The clinic has a <b>process for self-identification</b> by the Deaf or hard of hearing person, non-English speaker or LEP individual.	
The clinic has a <b>process for using open-ended questions</b> to determine language proficiency on the telephone or in person	
The clinic's front desk and scheduling staff are <b>trained to use video relay or TTY</b> for patient services	
The clinic uses <b>"I Speak" language identification cards or posters</b>	
The clinic has a <b>process for responding to patients' complaints about</b> language access and clearly communicates this process to all patients.	

##### **Question 2: Maximum 3 points**

Please answer yes or no for each of the following statements about collecting data.

	Yes or No

The clinic collects data on the <b>number of patients served who are Limited English Proficient (LEP)</b>	
The clinic collects data on the <b>number of patients served who are Deaf and hard of hearing</b>	
The clinic collects data on the <b>number of and prevalence of languages spoken by their patients</b>	

**Question 3: Maximum 3 points**

Please answer yes or no for each of the following statements about members that refused, did not need or needed interpretation services but were not identified as such.

	Yes or No
The clinic collects data on the number of patients served <b>who self-identified as LEP but refused interpretation services</b>	
The clinic collects data on the number of patients served <b>who are Deaf and hard of hearing but refused interpretation services.</b>	
The clinic collects data on the number of <b>patients served who were not identified in the chart as LEP or Deaf and hard of hearing, but who requested interpretation services</b>	

[Part 2: Provision of Language Assistance Services](#)

**Question 4: Maximum 4 points**

Please answer yes or no to each of the following statements about tracking language access services at your clinic.

	Yes or No
The clinic tracks <b>the primary language</b> of person encountered or served.	
The clinic tracks <b>the use of language assistance services such as interpreters and translators</b>	
The clinic tracks <b>bilingual and sign language staff time spent</b> on language assistance services	

The clinic tracks <b>the use of spoken and sign language assistance services by modality</b> (e.g. in person; telephonic, video, other)	
---	--

**Question 5: Maximum 7 points**

Which types of language assistance services are used by your clinic in providing care to CPCCO members?

-Select Yes – CO vendor only, if your only source of contracted interpretation services is one of the CO provided vendors. -Select Yes if you have other interpretation contracts outside of CO.

Both responses will count as “yes”.

	Yes, Yes – CCO vendor only or No
Bilingual staff and providers	
In-house interpreters (spoken and sign)	
In-house translators (for documents)	
Contracted in-person interpreters	
Contracted translators (for documents)	
Contracted telephonic interpretation services	
Contracted video interpretation services	

**Question 6: Maximum 7 points**

Please select yes or no to the language assistance services that your clinic can provide detailed member level information on, such as member ID, date of service and interpreters’ credential.

	Yes or No
Bilingual staff and providers	
In-house interpreters (spoken and sign)	
In-house translators (for documents)	
Contracted in-person interpreters	
Contracted translators (for documents)	

Contracted telephonic interpretation services	
Contracted video interpretation services	

**Question 7: Maximum 1 point**

	Yes or No
Does your clinic have policies on the use of family members or friends to provide interpretation services?	

**Question 8: Maximum 1 point**

If yes to the previous question, please briefly describe or attach your policies on when or how family members can provide interpretation services.

**Part 3: Data Reporting**

**Percent of member visits with interpreter need in which interpreter services were provided: 18 points possible**

**Numerator:** Denominator visits that were provided with interpreter services

**Denominator:** Visits at the practice site during the measurement period with a CPCCO member who self-identified as having interpreter needs

**Exclusions:** Visits for which the member was offered and refused interpreter services

**Measuring Performance:** This measure is reporting only. In order to achieve points, the clinic is only required to report the data. There will be no targets or benchmarks for this program year. In future program years, this measure will have an improvement target or benchmark.

**Reporting Format:** For this reporting year, data will only be required in aggregate format: numerator and denominator for each practice site. If your clinic is able to track and report exclusions, they will be accepted, however, not all clinics may be able to report exclusions. Ability to report exclusions is not a requirement.

Clinics are encouraged to submit in the encounter level format if they have the capabilities, but it is not a requirement at this time. *In future program years*, this measure will change from aggregate to encounter level reporting.

A sample format for encounter level reporting is provided below for reference.

<b>Column Name</b>	<b>Valid Input Value</b>	<b>Additional Instructions for Completing the Reporting Template</b>
<b>Member ID</b>	Member's Medicaid ID	
<b>Visit Type/Care Setting</b>	Office Outpatient Telehealth Other	<b>Please report only one visit per member per day.</b> If multiple types of visits occurred on the same day, then please select one type of visit <b>using the order of selections as a hierarchy.</b> If an office outpatient visit and telehealth occurred on the same day, report the office outpatient visit, etc.
<b>Visit Date</b>	Visit Date YYYY/MM/DD	<b>Please report only one visit per member per day.</b>
<b>In-person Interpreter Service</b>	Yes No	Report all that apply during the visit date
<b>Telephonic Interpreter Service</b>	Yes No	
<b>Video Remote Interpreter Service</b>	Yes No	
<b>Was the Interpreter OHA Certified or Qualified</b>	OHA Certified OHA Qualified Not Certified or Qualified by OHA	
<b>Interpreter's OHA Registry Number</b>	OHA Registry number	
<b>Was the Interpreter a Bilingual Staff</b>	Yes No	
<b>Did the member refuse Interpreter Service</b>	Yes No	

## Access and Engagement Measure Specifications

The following measures will follow specifications as defined by the National Committee for Quality Assurance (NCQA):

- a. HEDIS: Adults' Access to Preventive/Ambulatory Services
- b. HEDIS: Children and Adolescents' Access to Primary Care

Measure details can be found from CMS:

[https://cmit.cms.gov/CMIT\\_public/ReportMeasure?measureRevisionId=675](https://cmit.cms.gov/CMIT_public/ReportMeasure?measureRevisionId=675)

<https://www.medicaid.gov/medicaid/quality-of-care/downAgreementds/medicaid-and-chip-child-core-set-manual.pdf>

Detailed measure specifications, published as of 1/7/2020, have been attached for reference.

The most current specifications provided by the NCQA will be used at the time of the performance evaluation. Participants shall be responsible for monitoring specification updates.

## CCO Cost of Care Measure

### 1) Family Practice Track - Inpatient and Emergency Department Measure

The Cost of Care incentive payment is based on a composite measure including inpatient admissions and emergency department visits per 1,000 member months for one of the following conditions: diabetes with short-term complications, diabetes with long-term complications, uncontrolled diabetes without complications, diabetes with lower-extremity amputation, chronic obstructive pulmonary disease, asthma, hypertension, heart failure, bacterial pneumonia, or urinary tract infection.

#### *Numerator*

Discharges and emergency department visits that meet the inclusion and exclusion rules for the numerator in any of the following Prevention Quality Indicators (PQI):

FQI #1 Diabetes Short-Term Complications Admission Rate  
FQI #3 Diabetes Long-Term Complications Admission Rate  
FQI #5 Chronic Obstructive Pulmonary Disease (COPD) or Asthma in Older Adults Admission Rate  
FQI #7 Hypertension Admission Rate  
FQI #8 Heart Failure Admission Rate  
FQI #11 Bacterial Pneumonia Admission Rate  
FQI #12 Urinary Tract Infection Admission Rate  
FQI #14 Uncontrolled Diabetes Admission Rate  
FQI #15 Asthma in Younger Adults Admission Rate  
FQI #16 Lower-Extremity Amputation among Patients with Diabetes Rate

More information about the PQIs can be found here:

[https://qualityindicators.ahrq.gov/Modules/pqi\\_resources.aspx#techspecs](https://qualityindicators.ahrq.gov/Modules/pqi_resources.aspx#techspecs)

Discharges that meet the inclusion and exclusion rules for the numerator in more than one of the above PQIs are counted only once in the composite numerator. Each visit to an ED for one of the above PQIs is included in the numerator. Multiple ED visits on the same date of service are counted as one visit. Emergency Department visits are specified by the codes identified in the OHA ED Utilization specifications: [https://www.oregon.gov/oha/HPA/ANALYTICS/CCOMetrics/2020-2021-specs-\(Disparity\)-20201222.pdf](https://www.oregon.gov/oha/HPA/ANALYTICS/CCOMetrics/2020-2021-specs-(Disparity)-20201222.pdf)

Required exclusions for numerator: Mental health and chemical dependency services are excluded, using the codes in the above specifications.

#### *Denominator*

Member months for all CCO assigned population aged 19 and older.

Data elements required denominator: 1,000 Member Months.



*Technical Notes:*

This measure is aggregated to the organization level. Individual clinics or practice sites within a larger umbrella organization will use the same combined baseline data, measurement data and improvement targets.

## 2) Pediatric Cost of Care Narrative Report Specifications

Provider is to submit written narrative responses to questions within a template that will be provided by CareOregon. The template will be in Word Format and upAgreementd to the reporting location with other data submissions.

### Reporting Component 1: Population segmentation for medical and social complexity

Population segmentation refers to the practice of identifying medical and social complexity using a standardized methodology and grouping patients by complexity, based on their relative resource needs. Please describe:

1a. Describe your clinic's capability in risk stratifying your pediatric population and interventions put in place to appropriately support the identified needs. Provide specific examples of how the risk stratification methodology identifies patients with high emergency department, hospital, and/or specialist utilization patterns. Also discuss how social determinants of health are identified and included with physical health to identify a pediatric patient's total risk.

1b. Describe your clinic's established training plans, policies or practices to support the build or maintenance of a trauma informed environment with specific attention on the topics of Adverse Childhood Experiences (ACEs), cultural responsiveness, and implicit bias. Additionally, how does your clinic orient and train new and existing clinical staff and care team members?

If you do not currently have a process in place for new and existing staff, please describe your plans to implement in 2020.

### Reporting Component 2: Care coordination for children with medical and/or social complexity

2a. Describe the process for social-emotional screening among pediatric patients birth through five (5) years. How does the clinic address concerns identified by the screening in a timely manner?

2b. Describe how the clinic identifies pediatric patients as having a special healthcare need. Once identified, describe how needs are assessed for appropriate and timely referrals to specialists or other appropriate resources.

2c. Describe or provide policy/procedure of clinic's process for ensuring pediatric patients receive psychotropic medication that are for medically accepted indications. Please identify any specific populations of focus based on complexity (e.g. those in DHS custody).

## 3) Pediatric Cost of Care Narrative Report Grading Rubric

# Narrative Evaluation Worksheet

Please fill out the fields below	
Narrative:	Pediatric Cost of Care
Program:	Primary Care Payment Model
Evaluator Name:	
Date Evaluated:	
LOB:	
Provider:	

Evaluation Elements	Scoring	Comments
Narrative described clinic's capability to risk stratify, interventions to address needs including both social & physical health	<input type="checkbox"/> Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Not Met <input type="checkbox"/> NA	
Narrative described train plans, policies and practices to support TIC. Plans include orientation and training of both new and existing staff.	<input type="checkbox"/> Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Not Met <input type="checkbox"/> NA	
Narrative described processes for screening and addressing social-emotional health for 0-5 yos	<input type="checkbox"/> Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Not Met <input type="checkbox"/> NA	
Narrative described how the clinic identifies patients with special healthcare needs including process for referral to specialist or resources.	<input type="checkbox"/> Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Not Met <input type="checkbox"/> NA	
Clinic described or provided a policy or procedure to ensuring pediatric patients receive psychotropic medication for medically accepted indications. Response identifies population of focus	<input type="checkbox"/> Met <input type="checkbox"/> Partially Met <input type="checkbox"/> Not Met <input type="checkbox"/> NA	

Narrative Grading Scoring					
	Total Possible Evaluation Elements	Total Met	Total Partially Met	Total Not Met	Total N/A
Totals	5				

Overall Score	
Score	
Narrative status	

**Evaluation of  
Narrative  
Questions –  
Definitions**

<p><b>The grading rubric definitions of how to evaluate the narrative questions</b></p>
<p><b>Met:</b> The response addressed each requirement listed in the element. Policies or procedures described comprehensively address the element. Met = Full credit: 1 out of 1</p>
<p><b>Partially Met:</b> The response addressed some but not all of the listed requirements in the element. Or a response was provided to all listed requirements, but policies or procedures have significant room for improvement. Partially Met = Half credit: .5</p>

out of 1
<b>Not Met:</b> Section was unanswered, response did not address the requirements of the element or policies and procedures are inadequate to address the element. Not Met = No credit: 0 out of 1
<b>N/A:</b> Not applicable for program

\*80% of evaluation elements are required to pass

### CCO Oral Health Integration Measure

The following measures will follow specifications as defined by the Oregon Health Authority:

- a. Oral evaluation for adults with diabetes
- b. Preventive dental visits for ages 1-14

Measure specifications can be found at the Oregon Health Authority's website:

<https://www.oregon.gov/oha/HPA/ANALYTICS/Pages/CCO-Metrics.aspx>

The most current specifications provided by the OHA will be used at the time of the performance evaluation. Participants shall be responsible for monitoring specification updates.

### Reporting Requirements by Data Source

#### **Claims Measures**

Performance on claims-based measures is calculated using CareOregon claims data. Clinics are not required to submit data for claims-based measures; however, clinics are provided with the opportunity to review performance data and to submit corrected claims prior to finalizing performance. Supplemental data without corrected claims will not be accepted.

## **EHR/eCQM Measures**

Clinics that do not already provide CareOregon with data, or have data provided to CareOregon by another entity on the clinic's behalf, for CCO EHR/eCQM measures, must submit member-level or aggregate performance data on all EHR/eCQM measures. Clinics for which this data is already provided to CareOregon are not required to submit separately for PCPM.

All data for EHR/eCQM measures must be submitted according to OHA specifications, which can be found on the OHA website:

[https://www.oregon.gov/oha/HPA/ANALYTICS/CCOMetrics/YearEightGuidanceDocumentation\\_final.pdf](https://www.oregon.gov/oha/HPA/ANALYTICS/CCOMetrics/YearEightGuidanceDocumentation_final.pdf)

OHA is expected to publish Year 9 guidance documentation during the fourth quarter of 2021, and these specifications are to be used and applied to the measure reporting and evaluation of data due for the February 2022 data submission event.

## **Roster Measures**

The Family Practice and Pediatric clinical tracks include at least one measure for which clinics are required to submit member-level immunization status from the EHR and/or Alert Immunization Information System (IIS). For these measures, CareOregon will provide clinics with a roster twice annually at least 30 days prior to data submission deadline, of all assigned CareOregon members that meet inclusion criteria.

June 24, 2021

Board of County Commissioners

Approval of an Intergovernmental Agreement (IGA) with  
Clackamas Fire District #1 for the Project Hope program

<b>Purpose/Outcomes</b>	This IGA is for Clackamas Fire District #1 to provide a community paramedic to the Project Hope Program.
<b>Dollar Amount and Fiscal Impact</b>	Contract Maximum value is \$40,487.20
<b>Funding Source</b>	University of Baltimore Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI) grant No County General Funds are involved.
<b>Duration</b>	Upon signature – November 30, 2021.
<b>Strategic Plan Alignment</b>	1. Improved community safety and health. 2. Ensure safe, healthy and secure communities.
<b>Previous Board Action</b>	No previous Board action
<b>County Counsel</b>	County Counsel reviewed on 05/1/21 KR
<b>Procurement Review</b>	Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> This is an IGA.
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Division, Director 503.742.5956
<b>Contract No.</b>	10129

**BACKGROUND:**

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with Clackamas Fire District #1 to provide a community paramedic to the Project Hope Program.

This work is part of the Grant Subaward for Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI).

The Community Paramedic role will provide crucial follow-up visits to opioid overdose survivors in the home after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will provide care coordination between patients and providers, and community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). Community Paramedics will work with patients to establish a longer-term plan to prevent future substance use and potential overdose.

This IGA has a maximum value of \$40,487.20. This Agreement is effective upon signature and will terminate on November 30, 2021.

Page 2 County  
June 1, 2021  
Agreement #10129

**Recommendation**

We recommend approval of this Intergovernmental Agreement.

Respectfully submitted

*Marya Rombough for Rodney A Cook*

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

**H3S Contract #:** 10129

**Board Order #:**

**Division:** PH  
**Contact:** Weber, Jeanne  
**Program Contact:**  
 Herron, Apryl

- Subrecipient
- Revenue
- Amend # \$
- Procurement Verified
- Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, June 24, 2021

**CONTRACT WITH:** Clackamas Fire District #1

**CONTRACT AMOUNT:** \$40,487.20

**TYPE OF CONTRACT**

- |   |  |
|---|--|
| <input type="checkbox"/> Agency Service Contract                | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement                 | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement         | <input type="checkbox"/> One Off                                     |

**DATE RANGE**

- |   |   |
|---|---|
| <input type="checkbox"/> Full Fiscal Year _____ - _____               | <input type="checkbox"/> 4 or 5 Year _____ - _____          |
| <input checked="" type="checkbox"/> Upon Signature _____ - 11/30/2021 | <input type="checkbox"/> Biennium _____ - _____             |
| <input type="checkbox"/> Other _____ - _____                          | <input type="checkbox"/> Retroactive Request? _____ - _____ |

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived

If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived

If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived

If no, explain why:

Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by Rastetter, Kathleen \_\_\_\_\_ Date Approved: Monday, May 17, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

H3S Admin  
Only

Date Received: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 Date Sent: \_\_\_\_\_



## AGREEMENTS/CONTRACTS

X  New Agreement/Contract  
 Amendment/Change Order Original Number

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Public Health**

**PURCHASING FOR: Contracted Services**

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: Clackamas Fire District #1**

**BOARD AGENDA ITEM**

**NUMBER/DATE:**

**DATE: 6/24/2021**

**PURPOSE OF**

**CONTRACT/AGREEMENT:** The Community Paramedic role will provide crucial follow-up visits to opioid overdose survivors in the home after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will provide care coordination between patients and providers, and community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). Community Paramedics will work with patients to establish a longer-term plan to prevent future substance use and potential overdose.

**H3S CONTRACT NUMBER: 10129**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND  
CLACKAMAS FIRE DISTRICT #1**

Agreement #10129

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas Fire District #1 ("Agency"), 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.

This agreement provides the basis to partner on the Community Paramedic Opioid Overdose project. The goals of the Community Paramedic Opioid Overdose project are to:

- Reduce the number of people who have a repeat overdose, thereby decreasing future 911 calls and hospital readmissions.
- Improve the quality of life for patients with substance use disorders.
- Bridge gaps in care by connecting vulnerable patients to treatment services and other resources that address social factors that may be influencing the patients' health.

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 November, 30, 2021 whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed forty thousand, four hundred eighty seven dollars and twenty cents. (\$40, 487.20) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit an invoice for one time payout. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
  - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency 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 Agency enforceable in accordance with its terms.

- B. *County Representations and Warranties*: County represents and warrants to Agency that 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 County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**6. Termination.**

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency 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. The County or the Agency 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. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the 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 the 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.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, 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 County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

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

8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

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. Apryl Herron or their designee will act as liaison for the County.

**Contact Information:**

503-742-5343 - [AprylHer@clackamas.us](mailto:AprylHer@clackamas.us)

Josh Santos or their designee will act as liaison for the Agency.

**Contact Information:**

503 747-2777 Office - 503-504-3804 Cell - [josh.santos@clackamasfire.com](mailto:josh.santos@clackamasfire.com)

**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 County and Agency 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 the 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. Agency, 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.** Agency 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. Agency 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, Agency shall permit the County'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 County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the County's Project Manager.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which 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 Agency (40 CFR Part 302), and any amendments thereto. Upon

County's request, Agency 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.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Agency 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 the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of 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), (Q), (T), and (U) 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. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **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.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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.
- T. **Confidentiality.** Agency 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 Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency 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.
- U. **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.

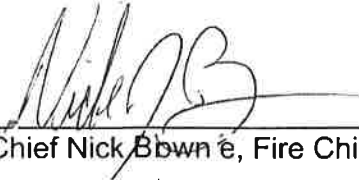
**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**

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

\_\_\_\_\_  
Date

**Clackamas Fire District #1**

  
\_\_\_\_\_  
Chief Nick Bowne, Fire Chief

5/24/21  
\_\_\_\_\_  
Date



## Exhibit A

### SCOPE OF WORK

The Community Paramedic role will provide crucial follow-up visits to overdose survivors after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will address immediate needs including housing, harm reduction and healthcare. A warm-hand off will then be made to the Peer Recovery Mentor and Case Manager to provide community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). The Community Paramedic will work with individuals to establish a longer-term plan to prevent future substance use and potential overdose.

A key element of this project is to include harm reduction efforts through the distribution of naloxone kits and delivery of harm reduction messages to opioid users. Patients, and where applicable, family members will be trained on naloxone use and opioid overdose prevention strategies. To expand upon a population health-based model, Community Paramedics and Peer Mentors will encourage patients to promote overdose prevention messages and distribute naloxone kits through drug-using and social networks and will provide naloxone refills and provide continued follow-up as needed.

#### Scope of Work

##### A. AGENCY agrees to:

1. Provide a .25 FTE Community Paramedic to perform the following:
  - a. Provide crucial follow-up visits to overdose survivors
  - b. Assess for immediate individual needs and provide community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services)
  - c. Work with patients to establish a longer-term plan to prevent future substance use and potential repeat overdose.
  - d. Distribute naloxone kits and delivery of harm reduction messages to opioid users.
  - e. Train patients, and where applicable, family members on naloxone use and opioid overdose prevention strategies.
  - f. Collect and report the following data to Clackamas County Public Health as part of the pilot project:
    - i. Number of overdose survivors who receive follow-up by a community paramedic
    - ii. Number of patients who are referred to treatment, peer support, housing, primary care, and employment
    - iii. Type of treatment patient is referred to
    - iv. Number of naloxone kits distributed

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intra-Agency Agreement with  
Clackamas Health Centers Division  
for School Based Health Centers (SBHC) operating funds

<b>Purpose/ Outcomes</b>	This Amendment increases the contract value by \$51,250.00.
<b>Dollar Amount and Fiscal Impact</b>	The maximum Agreement value is \$213,250.00.
<b>Funding Source</b>	Public Health is receiving grant funds from the State Public Health Authority – No County General Funds will be used.
<b>Duration</b>	Effective March 01, 2021 and terminates on June 30, 2021
<b>Previous Board Action</b>	The Board previously viewed tis Agreement on October 1, 2020, Agenda item 100120-A4
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on May 17, 2021 KR
<b>Procurement Review</b>	Was the item processed through Procurement? NO This is grant funded and Health Centers is a named party in the grant.
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Division, Director 503.742.5956
<b>Contract No.</b>	9867-01

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to the Intra-Agency Agreement with Clackamas County Health Centers Division (CCHCD) for primary care services at the Rex Putnam, Oregon City, and Sandy SBHC's. This will provide the basis for a cooperative working relationship and the provision of primary care services at the SBHC's. This agreement is funded with grant money received through the Local Public Health Authority (LPHA).

Amendment #1 increases the contract value by \$51,250.00, bringing the contract maximum value to \$213,250.00. This Amendment is effective March 1, 2021 and continues through June 30, 2021. This Amendment is retro-active due to late receipt from the State.

**Page 2**

**June 24, 2021**

Agreement # 9867-01

**RECOMMENDATION:**

Staff recommends the Board approve this Amendment.

Respectfully submitted,

*Mary Kumbough for Rodney A. Cook*

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9867	<b>Division:</b> PH	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Weber, Jeanne	<input type="checkbox"/> Revenue
	<b>Program Contact:</b> La Croix, Kim	<input checked="" type="checkbox"/> Amend # 1 \$ 51,250.00
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, June 24, 2021

**CONTRACT WITH:** Clackamas Health Centers

**CONTRACT AMOUNT:** \$213,250.00

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input checked="" type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 3/1/2021 - 6/30/2021

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_  
Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by Kathleen Rastetter    Date Approved: Monday, May 17, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

X	<input type="checkbox"/> New Agreement/Contract
	<input checked="" type="checkbox"/> Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Public Health

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Clackamas Health Centers

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 6/24/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** CCHC will provide Oregon City and Sandy School based health center primary healthcare according to SBHC protocols and certification requirements CCHC policies and procedures.

Amendment #1 increases the contract value by \$51,250.

**H3S CONTRACT NUMBER:** 9867

**Contract Amendment**  
**Health, Housing and Human Services Department**

H3S Contract Number 9867 Board Agenda Number \_\_\_\_\_

and Date \_\_\_\_\_

Division Public Health Amendment No. 1

Contractor Clackamas Health Centers Division

Amendment Requested By Philip Mason-Joyner

Changes:       Scope of Services                       Contract Budget  
                   Contract Time                                       Other \_\_\_\_\_

**Justification for Amendment:**

Amendment #1 increases the contract value. This Amendment is effective **March 01, 2021** and continues through **June 30, 2021**.

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

---

**AMEND:**

I. Compensation

CCPHD's obligations under this agreement are subject to receipt of grant funds from the State of Oregon for Program Element #44: School Based Health Centers.

The maximum amount available for CHCD under this agreement shall not exceed **\$162,000**. The funds shall be distributed as follows:

- Up to **\$54,000** for Oregon City SBHC
- Up to **\$54,000** for Rex Putnam SBHC
- Up to **\$54,000** for Sandy SBHC

**TO READ:**

I. Compensation

CCPHD's obligations under this agreement are subject to receipt of grant funds from the State of Oregon for Program Element #44: School Based Health Centers.

The maximum amount available for CHCD under this agreement shall not exceed **\$213,250**. The funds shall be distributed as follows:

- Up to **\$71,083.40** for Oregon City SBHC
- Up to **\$71,083.40** for Rex Putnam SBHC
- Up to **\$71,083.40** for Sandy SBHC

---

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

Clackamas Health Centers Division

**Clackamas County**

Deborah Cockrell Digitally signed by Deborah  
Cockrell  
Date: 2021.06.01 08:53:02 -0700 6.1.21

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

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

Deborah Cockrell, Director  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Grant Agreement with  
Northwest Housing Alternatives for  
Emergency Shelter Services

<b>Purpose/Outcomes</b>	Agency will provide emergency shelter bednight services to serve un-housed individuals and families in Clackamas County, and connect these individuals and families with permanent housing and other positive exit destinations.
<b>Dollar Amount and Fiscal Impact</b>	\$132,240
<b>Funding Source</b>	State of Oregon Housing and Community Services Department, Emergency Housing Assistance. No County General Funds.
<b>Duration</b>	Amendment effective upon signature through June 30, 2021, with an eligible Year 2 term of July 1, 2020 to June 30, 2021.
<b>Previous Board Action</b>	The original agreement was approved by the Board of Commissioners on April 2, 2020.
<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>	<ol style="list-style-type: none"> <li>1. <i>Date of Counsel review: 6/3/21</i></li> <li>2. <i>Initials of County Counsel performing review: KR</i></li> </ol>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this time processed through Procurement? No</li> <li>2. In no, provide brief explanation: This is a Grant agreement. Not subject to Procurement Review.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	9627

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment #1 with Northwest Housing Alternatives (NHA).



June 24, 2021

A competitive Notice of Funding Opportunity (NOFO) was released in August 2019 for Emergency Shelter bednight services, in partnership with Community Development. NHA was one of two applicants that met the requirements in the NOFO to receive an award. The NOFO allows for increases to the awards when additional funding is available.

Additional Emergency Housing Assistance (EHA) funding is available from the State of Oregon Housing and Community Services Department (OHCS). The eligible expense period of the Amendment is Year 2 of the Agreement, July 1, 2020 to June 30, 2021. The Amendment increases the EHA amount in Year 2 by \$132,240 for a revised total contract value of \$344,311. The Amendment was approved by County Counsel June 3, 2021, and there are no County General Funds required.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment, and that Tootie Smith, Board Chair; or her designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9627	<b>Division:</b> SS	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Diridoni, Jessica	<input type="checkbox"/> Revenue
	<b>Program Contact:</b> Silver, Erika	<input checked="" type="checkbox"/> Amend # 1 \$ \$132,240.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item  BCC Agenda **Date:** Thursday, June 24, 2021

**CONTRACT WITH:** 19-21 Northwest Housing Alternatives

**CONTRACT AMOUNT:** \$344,311.00

### TYPE OF CONTRACT

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement             | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement        | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement     | <input type="checkbox"/> One Off                                     |

### DATE RANGE

- |  |   |
|--|---|
| <input type="checkbox"/> Full Fiscal Year _____ - _____              | <input type="checkbox"/> 4 or 5 Year _____ - _____          |
| <input checked="" type="checkbox"/> Upon Signature _____ - 6/30/2021 | <input type="checkbox"/> Biennium _____ - _____             |
| <input type="checkbox"/> Other _____ - _____                         | <input type="checkbox"/> Retroactive Request? _____ - _____ |

### INSURANCE What insurance language is required?

Checked Off  N/A

**Commercial General Liability:**  Yes  No, not applicable  No, waived

If no, explain why:

**Business Automobile Liability:**  Yes  No, not applicable  No, waived

If no, explain why:

**Professional Liability:**  Yes  No, not applicable  No, waived

If no, explain why:

Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

### BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No  Yes (must have CC approval-next box)  N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

### COUNTY COUNSEL

Yes by: Kathleen Rastetter \_\_\_\_\_ Date Approved: Thursday, June 3, 2021

OR

This contract is in the format approved by County Counsel.

### SIGNATURE OF DIVISION REPRESENTATIVE:



Date: 06/07/2021

H3S Admin  
Only

Date Received: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Date Sent: \_\_\_\_\_

## AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 19-21 Northwest Housing Alternatives

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 6/24/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** This agreement will allow Northwest Housing Alternatives to provide temporary shelter bed nights to families experiencing homelessness and connecting them to permanent housing and other positive exit destinations.

Increases Year 2, FY20-21 EHA bednight funding by: \$132,240.00

**H3S CONTRACT NUMBER:** 9627

Amendment (FY 20-21)  
Clackamas County, Department of Health, Housing and Human Services

<u>Agreement Number: H3S#9627</u>	<u>Board Order Number:</u>
<u>Department/Division: H3S, Social Services Division</u>	<u>Amendment No. 1</u>
<u>Agency: Northwest Housing Alternatives</u>	<u>Amendment Requested By: Brenda Durbin</u>
Changes: <input type="checkbox"/> Scope of Service	<input checked="" type="checkbox"/> Agreement Budget
<input type="checkbox"/> Agreement Time	<input type="checkbox"/> Other:

**Justification for Amendment:**

This agreement provides for emergency shelter bednights.

This amendment adds to the maximum compensation to allow Northwest Housing Alternatives (NHA) to provide temporary emergency shelter bednight services to un-housed individuals and families in Clackamas County and connect these individuals and families with permanent housing and other positive exit destinations as quickly as possible.

A competitive Notice of Funding Opportunity (NOFO) was released in August 2019 for Emergency Shelter bednight services, in partnership with Community Development. NHA was one of two applicants that met the requirements in the NOFO to receive an award. The NOFO allows for the award of funding from July 1, 2019 to June 30, 2021 with the possibility of an extension through June 30, 2023.

Maximum compensation is increased by \$132,240 Emergency Housing Assistance (EHA) for a total of \$177,240 EHA in Year 2, with a revised new total contract value of \$344,311. This amendment is effective **upon signature** and continues through June 30, 2021.

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

---

**AMEND:**

ARTICLE I.

3. Grant Funds. The County agrees to pay Grantee, from available and authorized funds:

A Year One sum not to exceed Eighty Six Thousand, Seven Hundred Thirteen Dollars (\$86,713) consisting of \$57,421 of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA) and \$29,292 of State Homeless Assistance Funds (SHAP), and

A Year Two sum not to exceed One Hundred Twenty-Five Thousand, Three Hundred Fifty-Eight Dollars (\$125,358), consisting of \$45,000 of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and \$80,358 of State Homeless Assistance Program (SHAP) funds,

for a total grant sum not to exceed Two Hundred Twelve Thousand, Seventy-One Dollars (\$212,071). Payments made are on a rate basis for emergency shelter bednights, \$40 per person in residence per night, in accordance with Exhibit A.

Year One grant term is November 3, 2019 to June 30, 2020.

## **Northwest Housing Alternatives**

*Emergency Shelter Grant – H3S#9627, Amendment # 1*

Page 2 of 4

Year Two grant term is July 1, 2020 to June 30, 2021.

County's responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services.

### **TO READ:**

#### ARTICLE I.

3. Grant Funds. The County agrees to pay Grantee, from available and authorized funds:

A Year One sum not to exceed Eighty Six Thousand, Seven Hundred Thirteen Dollars (\$86,713) consisting of \$57,421 of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA) and \$29,292 of State Homeless Assistance Funds (SHAP), and

A Year Two sum not to exceed ***Two Hundred Fifty-Seven Thousand, Five Hundred Ninety-Eight Dollars (\$257,598)***, consisting of ***\$177,240*** of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and \$80,358 of State Homeless Assistance Program (SHAP) funds,

for a total grant sum not to exceed ***Three Hundred Forty-Four Thousand, Three Hundred Eleven Dollars (\$344,311)***. Payments made are on a rate basis for emergency shelter bednights, \$40 per person in residence per night, in accordance with Exhibit A.

Year One grant term is November 3, 2019 to June 30, 2020.

Year Two grant term is July 1, 2020 to June 30, 2021.

County's responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services.

### **AMEND:**

#### EXHIBIT A

SCOPE OF WORK, PROJECT EXPECTATIONS, ELIGIBILITY, REPORTING/OUTCOMES, COMPENSATION, TERMS/CONDITIONS

#### IV. COMPENSATION

- A. The Grantee is eligible for an amount not to exceed Eighty-Six Thousand, Seven Hundred Thirteen Dollars (\$86,713) from November 3, 2019 to June 30, 2020 during Year One, and

an amount not to exceed One Hundred Twenty-Five Thousand, Three Hundred Fifty-Eight Dollars (\$125,358) from July 1, 2020 to June 30, 2021 during Year Two as specified under the conditions listed in Section I.

**Northwest Housing Alternatives**

*Emergency Shelter Grant – H3S#9627, Amendment # 1*

Page 3 of 4

The total amount Grantee is eligible for under this Grant may not exceed Two Hundred Twelve Thousand, Seventy-One Dollars (\$212,071).

**TO READ:**

EXHIBIT A

SCOPE OF WORK, PROJECT EXPECTATIONS, ELIGIBILITY, REPORTING/OUTCOMES, COMPENSATION, TERMS/CONDITIONS

IV. COMPENSATION

- A. The Grantee is eligible for an amount not to exceed Eighty-Six Thousand, Seven Hundred Thirteen Dollars (\$86,713) from November 3, 2019 to June 30, 2020 during Year One, and

an amount not to exceed ***Two Hundred Fifty-Seven Thousand, Five Hundred Ninety-Eight Dollars (\$257,598)*** from July 1, 2020 to June 30, 2021 during Year Two as specified under the conditions listed in Section I.

The total amount Grantee is eligible for under this Grant may not exceed ***Three Hundred Forty-Four Thousand, Three Hundred Eleven Dollars (\$344,311)***.

**AMEND:**

TABLE A.

Column B 'Two Year Budget'

**TO READ:**

***\$257,598***

**AMEND:**

TABLE A.

Column C 'TOTAL'

**TO READ:**

***\$344,311***

---

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

**GRANTEE**  
**Northwest Housing Alternatives**

By: Trell Anderson  
Authorized Signature  
Trell Anderson, Executive Director

June 7, 2021  
Dated

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**  
**County Signatures:**

Tootie Smith, Chair

Dated

Approved to Form:

Kathleen J. Ricketts

County Counsel

6/3/2021  
Dated

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Grant Agreement with  
Clackamas Women’s Services for  
Emergency Shelter Services

<b>Purpose/Outcomes</b>	Agency will provide emergency shelter bednight services to serve un-housed individuals and families in Clackamas County who are survivors of domestic violence, and connect these individuals and families with permanent housing and other positive exit destinations.
<b>Dollar Amount and Fiscal Impact</b>	\$117,760
<b>Funding Source</b>	State of Oregon Housing and Community Services Department, Emergency Housing Assistance funds. No County General Funds.
<b>Duration</b>	Amendment effective upon signature through June 30, 2021, with an eligible Year 2 term of July 1, 2020 to June 30, 2021.
<b>Previous Board Action</b>	The original agreement was approved by the Board of Commissioners on April 2, 2020.
<b>Strategic Plan Alignment</b>	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.
<b>Counsel Review</b>	1. <i>Date of Counsel review: 6/3/21</i> 2. <i>Initials of County Counsel performing review: KR</i>
<b>Procurement Review</b>	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant agreement. Not subject to Procurement Review.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	9626

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment #1 with Clackamas Women’s Services (CWS).



June 24, 2021

A competitive Notice of Funding Opportunity (NOFO) was released in August 2019 for Emergency Shelter bednight services, in partnership with Community Development. CWS was one of two applicants that met the requirements in the NOFO to receive an award. The NOFO allows for increases to the awards when additional funding is available.

Additional Emergency Housing Assistance (EHA) funding is available from the State of Oregon Housing and Community Services Department (OHCS). The eligible expense period of the Amendment is Year 2 of the Agreement, July 1, 2020 to June 30, 2021. The Amendment increases the EHA amount in Year 2 by \$117,760 for a revised total contract value of \$229,689. The Amendment was approved by County Counsel June 3, 2021, and there are no County General Funds required.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment, and that Tootie Smith, Board Chair; or her designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Roubacek for  
Rodney A. Cook*

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

**Contract Transmittal Form**  
**Health, Housing & Human Services Department**

**H3S Contract #:** 9627

**Board Order #:**

**Division:** SS  
**Contact:** Diridoni, Jessica  
**Program Contact:**  
Silver, Erika

Subrecipient  
 Revenue  
 Amend # 1 \$ \$132,240.00  
 Procurement Verified  
 Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, June 24, 2021

**CONTRACT WITH:** 19-21 Northwest Housing Alternatives

**CONTRACT AMOUNT:** \$344,311.00

**TYPE OF CONTRACT**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement             | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement        | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement     | <input type="checkbox"/> One Off                                     |

**DATE RANGE**

- |  |   |
|--|---|
| <input type="checkbox"/> Full Fiscal Year _____ - _____              | <input type="checkbox"/> 4 or 5 Year _____ - _____  |
| <input checked="" type="checkbox"/> Upon Signature _____ - 6/30/2021 | <input type="checkbox"/> Biennium _____ - _____     |
| <input type="checkbox"/> Other _____ - _____                         | <input type="checkbox"/> Retroactive Request? _____ |

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:  
Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Kathleen Rastetter \_\_\_\_\_ Date Approved: Thursday, June 3, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:**  \_\_\_\_\_

Date: 06/07/2021

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 19-21 Northwest Housing Alternatives

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 6/24/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** This agreement will allow Northwest Housing Alternatives to provide temporary shelter bed nights to families experiencing homelessness and connecting them to permanent housing and other positive exit destinations.

Increases Year 2, FY20-21 EHA bednight funding by: \$132,240.00

**H3S CONTRACT NUMBER:** 9627

Amendment (FY 20-21)  
Clackamas County, Department of Health, Housing and Human Services

Agreement Number: H3S#9626

Board Order Number:

Department/Division: H3S, Social Services Division

Amendment No. 1

Agency: Clackamas Women's Services

Amendment Requested By: Brenda Durbin

Changes:  Scope of Service  
 Agreement Time

Agreement Budget  
 Other:

**Justification for Amendment:**

This agreement provides for emergency shelter bednights.

This amendment adds to the maximum compensation to allow Clackamas Women's Services (CWS) to provide temporary emergency shelter bednight services to un-housed individuals and families in Clackamas County who are survivors of domestic violence, including sexual assault and/or human trafficking, and connect these individuals and families with permanent housing and other positive exit destinations as quickly as possible.

A competitive Notice of Funding Opportunity (NOFO) was released in August 2019 for Emergency Shelter bednight services, in partnership with Community Development. CWS was one of two applicants that met the requirements in the NOFO to receive an award. The NOFO allows for the award of funding from July 1, 2019 to June 30, 2021 with the possibility of an extension through June 30, 2023.

Maximum compensation is increased by \$117,760 Emergency Housing Assistance (EHA) for a total of \$162,760 EHA in Year 2, with a revised total contract value of \$229,689. This amendment is effective **upon signature** and continues through June 30, 2021.

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

---

**AMEND:**

ARTICLE I.

3. Grant Funds. The County agrees to pay Grantee, from available and authorized funds:

A Year One sum not to exceed Thirty-Two Thousand, Five Hundred and Seventy-Nine Dollars (\$32,579) consisting of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and

A Year Two sum not to exceed Seventy-Nine Thousand, Three Hundred and Fifty Dollars (\$79,350), consisting of \$45,000 of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and \$34,350 of State Homeless Assistance Program (SHAP) funds,

for a total grant sum not to exceed One Hundred Eleven Thousand Nine Hundred and Twenty-Nine Dollars (\$111,929). Payments made are on a rate basis for emergency shelter bednights, \$40 per person in residence per night, in accordance with Exhibit A.

Year One grant term is July 1, 2019 to June 30, 2020.

Year Two grant term is July 1, 2020 to June 30, 2021.

**Clackamas Women's Services**

*Emergency Shelter Grant – H3S#9626, Amendment # 1*

Page 2 of 4

County's responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services.

**TO READ:**

ARTICLE I.

3. Grant Funds. The County agrees to pay Grantee, from available and authorized funds:

A Year One sum not to exceed Thirty-Two Thousand, Five Hundred and Seventy-Nine Dollars (\$32,579) consisting of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and

A Year Two sum not to exceed **One Hundred Ninety-Seven Thousand One Hundred Ten Dollars (\$197,110)**, consisting of **\$162,760** of Oregon Housing Community Services (OHCS), Emergency Housing Assistance Funds (EHA), and \$34,350 of State Homeless Assistance Program (SHAP) funds,

for a total grant sum not to exceed **Two Hundred Twenty-Nine Thousand, Six Hundred Eighty-Nine Dollars (\$229,689)**. Payments made are on a rate basis for emergency shelter bednights, \$40 per person in residence per night, in accordance with Exhibit A.

Year One grant term is July 1, 2019 to June 30, 2020.

Year Two grant term is July 1, 2020 to June 30, 2021.

County's responsibility to reimburse Grantee for eligible Work is contingent upon County receiving funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services. In no event will County be responsible to Grantee for funds not actually received by the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services, regardless of whether Grantee has actually performed Work. Grantee expressly acknowledges, agrees, and assumes the risk associated with performing Work before County has received grant funds from the State of Oregon under Master Grant Agreement 19-21, #5084 for Emergency Shelter services.

**AMEND:**

EXHIBIT A

SCOPE OF WORK, PROJECT EXPECTATIONS, ELIGIBILITY, REPORTING/OUTCOMES, COMPENSATION, TERMS/CONDITIONS

IV. COMPENSATION

- A. The Grantee is eligible for an amount not to exceed Thirty-Two Thousand, Five Hundred and Seventy-Nine Dollars (\$32,579) from July 1, 2019 to June 30, 2020 during Year One, and

an amount not to exceed Seventy-Nine Thousand, Three Hundred and Fifty Dollars (\$79,350) from July 1, 2020 to to June 30, 2021 during Year Two as specified under the conditions listed in Section I.

The total amount Grantee is eligible for under this Grant may not exceed One Hundred Eleven Thousand Nine Hundred and Twenty-Nine Dollars (\$111,929).

**Clackamas Women's Services**

*Emergency Shelter Grant – H3S#9626, Amendment # 1*

Page 3 of 4

**TO READ:**

EXHIBIT A

SCOPE OF WORK, PROJECT EXPECTATIONS, ELIGIBILITY, REPORTING/OUTCOMES, COMPENSATION, TERMS/CONDITIONS

IV. COMPENSATION

- A. The Grantee is eligible for an amount not to exceed Thirty-Two Thousand, Five Hundred and Seventy-Nine Dollars (\$32,579) from July 1, 2019 to June 30, 2020 during Year One, and

an amount not to exceed ***One Hundred Ninety-Seven Thousand One Hundred Ten Dollars (\$197,110)***, from July 1, 2020 to June 30, 2021 during Year Two as specified under the conditions listed in Section I.

The total amount Grantee is eligible for under this Grant may not exceed ***Two Hundred Twenty-Nine Thousand, Six Hundred Eighty-Nine Dollars (\$229,689)***.

**AMEND:**

TABLE A.

Column B 'Two Year Budget'

**TO READ:**

***\$197,110***

**AMEND:**

TABLE A.

Column C 'TOTAL'

**TO READ:**

***\$229,689***

---

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

**GRANTEE**  
**Clackamas Women's Services**

By:  \_\_\_\_\_  
Authorized Signature  
Melissa Erlbaum, Executive Director  
6/7/2021

\_\_\_\_\_  
Dated

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**  
**County Signatures:**

\_\_\_\_\_  
Tootie Smith, Chair

\_\_\_\_\_  
Dated

Approved to Form:

  
\_\_\_\_\_

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

\_\_\_\_\_  
6/3/2021  
Dated

July 1, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Intergovernmental Subrecipient Agreement  
with City of Sandy – Sandy Senior & Community Center to Provide Social  
Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the City of Sandy – Senior & Community Center to provide Older American Act (OAA) funded services for persons in the Sandy service area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment decreases the contract maximum by \$23,278; for a revised agreement maximum of \$181,124 for the FY20/21 funding. 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>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	051619-A2, 060420-A2, 070920-A2, 072320-A3
<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 Council</b>	<ol style="list-style-type: none"> <li>1. Date of Counsel review: 5/17/21</li> <li>2. Initials of County Counsel performing review: KR</li> </ol>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this time processed through Procurement? No</li> <li>2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9264; Subrecipient #20-009

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with the City of Sandy – Senior & Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Sandy 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 OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in a decrease to the total contract budget. This amendment reduces the award by \$23,278, primarily in projected Medicaid funded meals from the State of Oregon, Dept. of Human Services, for an updated grant maximum of \$181,124 for FY20/21. This amendment was approved by County Counsel on 5/17/21.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Tootie Smith, Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary Rowland for Rodney A. Cook". The signature is written in a cursive style.

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9264  <b>Board Order #:</b> Prior Board Order #051619-A2, 060420-A2, 070920-A2, 072320-A4	<b>Division:</b> SS <b>Contact:</b> Reid, Stefanie <b>Program Contact:</b> Reid, Stefanie	<input checked="" type="checkbox"/> <b>Subrecipient</b> <input type="checkbox"/> <b>Revenue</b> <input checked="" type="checkbox"/> <b>Amend #</b> 5 \$ (\$23,278.00) <input type="checkbox"/> <b>Procurement Verified</b> <input type="checkbox"/> <b>Aggregate Total Verified</b>
---	--	---

**Non BCC Item**    
  **BCC Agenda**    
 **Date:** Thursday, June 3, 2021

**CONTRACT WITH:** 19-21 City of Sandy-Sandy Community Center

**CONTRACT AMOUNT:** \$387,277.00

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - 6/30/2021	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input type="checkbox"/> Retroactive Request? _____

**INSURANCE** What insurance language is required?

Checked Off    
  N/A

**Commercial General Liability:**    
  Yes    
  No, not applicable    
  No, waived  
 If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**    
  Yes    
  No, not applicable    
  No, waived  
 If no, explain why: \_\_\_\_\_

**Professional Liability:**    
  Yes    
  No, not applicable    
  No, waived  
 If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No    
  Yes (must have CC approval-next box)    
  N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
 OR  
 This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

H3S Admin Only	Date Received: _____ Date Signed: _____ Date Sent: _____
-------------------	--

## AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 19-21 City of Sandy-Sandy Community Center

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 6/3/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** OAA & Transportation Services for area served by  
Sandy Senior Center

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation and more closely aligns contracted meals with projected actuals.

**H3S CONTRACT NUMBER:** 9264

Subrecipient Grant Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9264

Subrecipient #: 20-009

Board Agenda #: 051619-A2, 060420-A2, 070920-A2

Amendment Number: 5

Division: Social Services

Contractor: City of Sandy – Sandy Senior & Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Grant Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in a decrease to the award budget of \$23,278.

---

This Amendment #5, when signed by the City of Sandy – Sandy Senior & Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
  4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$204,402**. 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 **\$79,744** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$34,800** 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, and TriMet.

- b. **Other Funds.** COUNTY's funding of **\$65,796** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$20,562** 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 **\$3,500** 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:**

- 4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$181,124**. 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.)
  - c. **Grant Funds.** The COUNTY's funding of **\$59,015** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$34,800** 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, and TriMet.
  - d. **Other Funds.** COUNTY's funding of **\$65,796** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$3,500** 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. The **\$18,013** 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.

City of Sandy – Sandy Senior & Community Center  
Subrecipient Grant Agreement #20-009, Amendment 5

I. Amend: Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

CITY OF SANDY - SENIOR CENTER  
Fiscal Year 2020-21

Federal Award Number CFDA Number Service Category	OAA 101B Funds		OAA 101C Funds		OAA 101D Funds		OAA 101E Funds		OAA 101F Funds		OAA 101G Funds		OAA 101H Funds		Other State Funds		Ride Connection SIF Funds		TriMet Funds S310 Funds		MEDICAD Funds		LEAP Funds		Program Income		NO. OF UNITS	TOTAL COST	RECURSE WEIRATE	
	93,044		93,045		93,043		93,062		93,063		93,061		93,062		93,063		93,061		93,062		93,061		93,062							
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)				(27)
Case Management (Hours)	\$3,295																										92	\$3,661	\$36.61	
Reassurance (Contacts)	\$1,434																										55	\$1,563	\$28.59	
Info. & Assistance	\$3,429																										188	\$3,810	\$18.27	
Transportation OAA	\$5,744																										1,311	\$5,827	\$4.00	
Physical Activity/Falls Prevention					\$2,860																						57 Classes	\$2,860	\$50.00	
Family Cnnyr. Respite						\$5,536																					175	\$6,920	\$31.70	
Trans - Ride Con. Out of Dist									\$2,190																		2,536	\$2,190	\$4.75	
Transportation - Special Needs									\$40,525																		1,039	\$40,525	\$39.00	
Transportation - Boring Lifeline									\$3,061												\$30,000						848	\$33,061	\$39.00	
Transport - 119 Non-Med.									\$0																	0	\$0	\$0.00	N/A	
Ride Con - Vehicle Maint									\$1,200												\$4,800						N/A	\$6,000	N/A	
OAA Meal Site Management		\$14,916	\$18,190	\$11,994					\$3,681																	\$26,400	27,500	\$48,791	\$2.69	
Food Service - Frozen RUM				\$11,839					\$1,316	\$4,043																	5,775	\$17,196	\$2.79	
Site Purchased Meals - Restaurant		\$497	\$928	\$2,280				\$158																			380	\$3,863	\$9.75	
Medicaid Meals - S05D			\$9,014	(\$1,344)				(\$446)	(\$1,379)														\$20,563				1,750	\$13,375	\$7.59	
LEAP Implies																								\$3,500			140	\$0	\$25.00	
<b>TOTALS</b>	\$13,402	\$15,413	\$28,943	\$12,926	\$2,860	\$5,536	\$8,794	\$2,684	\$0	\$65,795	\$4,800	\$30,000	\$0	\$20,563	\$3,500	\$30,000	\$30,000												\$265,896	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only  
Source of OAA Match - Staff time & Units of Service in excess of contract

Contract Amount:           \$204,402            
Federal Award Total           \$114,544

City of Sandy – Sandy Senior & Community Center  
 Subrecipient Grant Agreement #20-009, Amendment 5

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

CITY OF SANDY - SENIOR CENTER  
 Fiscal Year 2020-21

Federal Award Numbers	CFDA Number	Service Category	OAA 1116		OAA 1117		OAA 1118		OAA 1119		OAA 1120		OAA 1121		OAA 1122		OAA 1123		OAA 1124		OAA 1125		TOTAL COST	NO. OF UNITS	TOTAL REVERSE MERIT RATE
			Funds	Amount	Funds	Amount	Funds	Amount	Funds	Amount	Funds	Amount	Funds	Amount	Funds	Amount	Funds	Amount	Funds	Amount	Funds	Amount			
			91,044	91,043	91,045	91,043	91,043	91,043	91,043	91,043	91,043	91,043	91,043	91,043	91,043	91,043	91,043	91,043	91,043	91,043	91,043	91,043			
			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)				
		Case Management (Hours)	\$3,295					\$366															92	\$3,661	\$35.81
		Reassurance (Contacts)	\$1,434					\$159															55	\$1,593	\$25.90
		Info. & Assistance	\$1,029					\$381															188	\$3,810	\$18.27
		Transportation OAA	\$3,244					\$583															1,311	\$5,827	\$4.00
		Physical Activity/Falls Prevention					\$2,880																57 Classes	\$2,880	\$50.00
		Family Cntr. Respite						\$5,536	\$1,284														475	\$5,920	\$11.70
		Trans - Ride Con. Out of Dist							\$0			\$22,190											680	\$22,190	\$31.75
		Transportation - Special Needs							\$0			\$40,525											1,099	\$40,525	\$39.00
		Transportation - Boring Lifetime							\$0			\$3,081											848	\$3,081	\$3.00
		Transport - T19 Non-Med.						\$0															0	\$0	\$0.00
		Ride Con - Vehicle Maint						\$1,200				\$4,800											N/A	\$6,000	N/A
		OAA HDM Assessment						\$0															70	\$2,907	\$35.81
		OAA Meal Site Management						\$3,000															21,782	\$44,283	\$2.78
		Food Service - Frozen HDHM						\$0															0	\$0	\$0.00
		Medicaid Meals - DHS/APP						(\$446)	(\$1,208)														1,533	\$10,596	\$7.46
		UEAP Indates						\$0															140	\$0	\$25.00
		<b>TOTALS</b>	\$13,402	\$4,691	\$16,301	\$15,433	\$2,880	\$5,536	\$6,631	(\$1,208)	\$0	\$65,796	\$4,800	\$30,000	\$0	\$18,013	\$3,500	\$25,382	\$18,255						

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only  
 Source of OAA Match - Staff time & Units of Service in excess of contract



Contract Amount: \$181,124

Federal Award Total \$93,815

City of Sandy – Sandy Senior & Community Center  
Subrecipient Grant Agreement #20-009, Amendment 5

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement 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>City of Sandy – Sandy Senior &amp; Community Center</b>	<b>CLACKAMAS COUNTY</b>
By:  Jordan Wheeler, City Manager	Commissioner: Tootie Smith, Chair Commissioner: Sonya Fischer Commissioner: Paul Savas Commissioner: Martha Schrader Commissioner: Mark Shull
4/26/2021	<b>Signing on Behalf of the Board:</b>
Date	_____
Approved as to Program Content:	_____
 Tanya Richardson, Comm. Services Director	Tootie Smith, Chair
4/23/21	_____
Date	Date





July 1, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Agency Subrecipient Agreement with Friends  
of Canby Adult Center to Provide Social Services for  
Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the Friends of Canby Adult Center to provide Older American Act (OAA) funded services for persons in the Canby service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$19,565; for a revised agreement maximum of \$247,991. 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), Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	060619-A3, 043020-A5, 070920-A2, 073020-A7
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Counsel Review</b>	1. Date of Counsel review: 5/17/21 2. Initials of County Counsel performing review: KR
<b>Procurement Review</b>	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S#9269; Subrecipient #20-001

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #5 with the Friends of Canby Adult Center to provide Older American Act (OAA) funded services for persons living in the Canby 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 OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the contract budget of \$19,565.

This amendment adds \$19,565 in funding for an updated grant maximum of \$247,991 through June 30, 2021. This amendment was approved by County Counsel on 5/17/21.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary Rumbarger for Rodney A. Cook". The signature is written in a cursive style.

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9269	<b>Division:</b> SS	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Stefanie Reid	<input type="checkbox"/> Revenue
Prior Board Order# 060619-A3, 043020-A5, 070920-A2, 073020-A7	<b>Program Contact:</b> Stefanie Reid	<input checked="" type="checkbox"/> Amend # 5 \$ \$19,565.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, May 20, 2021

**CONTRACT WITH:** 19-21 Canby Adult Center

**CONTRACT AMOUNT:** \$539,844.00

**TYPE OF CONTRACT**

<input checked="" type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 7/1/2020 - 6/30/2021

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin    Digitally signed by Brenda Durbin  
Date: 2021.04.22 12:40:56 -07'00'

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

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	<input type="checkbox"/> New Agreement/Contract
X	<input checked="" type="checkbox"/> Amendment/Change Order Original Number

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Social Services**

**PURCHASING FOR: Contracted Services**

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: 19-21 Canby Adult Center**

**BOARD AGENDA ITEM**

**NUMBER/DATE: \_\_\_\_\_ DATE: 5/20/2021**

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Aging services subrecipient agreement for the delivery of community-based services to older adults in the Canby area.

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

**H3S CONTRACT NUMBER: 9269**

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9269

Subrecipient #: 20-001

Board Agenda #: 060619-A3, 043020-A5, 062520-A5

Amendment Number: 5

Division: Social Services

Contractor: Canby Adult Center, The Friends of the

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the contract budget of \$19,565.

---

This Amendment #5, when signed by the Canby Adult 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.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

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

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
  4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$228,425**. 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.** COUNTY's funding of **\$194,375** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to 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.** COUNTY's funding of **\$26,525** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. COUNTY's funding of **\$2,100** for National Diabetes Prevention Program are from Oregon Wellness Network, and **\$625** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

- 4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$247,991**. 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.** COUNTY's funding of **\$213,716** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to 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.** COUNTY's funding of **\$26,525** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. COUNTY's funding of **\$2,100** for National Diabetes Prevention Program are from Oregon Wellness Network, and **\$625** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

The Friends of the Canby Adult Center  
 Subrecipient Grant Agreement #20-001, Amendment 5

I. **Amend:** Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

CANBY ADULT CENTER  
 Fiscal Year 2020-21

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III C2 Funds	OAA III C2 Funds	OAA III D Funds	Required Match	NSIP Funds	State Funds	Ride Connection		TriMet STF Funds	MEDICAD Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimburse- ment Rate	
										STF Funds	5310 Funds Funds								
Federal Award Numbers	16AORT3SS	16AORT3C1	16AORT3D	16AORT3D	CARES Act	16AORT3PH	16AORT3PH												
CFDA Number	93.044	93.045	93.045	93.045	93.045	93.043	93.043	16AORTNSIP	N/A	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(4)	(5)	(6)	(7)	(8)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
Case Management	\$2,035						\$225									88.02	\$2,261	\$23.12/hr	
Reassurance	\$1,022						\$114									49	\$1,136	\$20.86	
Info. & Assistance	\$9,010						\$1,002									663	\$10,012	\$13.58	
Public Outreach	\$150						\$17									7	\$167	\$21.43	
Transportation - OAA	\$0						\$0									1,684	\$842	\$0.00	
Evidence Based Health & Wellness Program						\$5,200	\$0		\$0							104 Classes	\$5,200	\$50.00	
National Diabetes Prevention Program							\$0									28 Classes	\$2,100	\$75.00	
Trans - Ride Con. Out of Dist							\$0		\$2,100						\$0	2,811	\$26,931	\$8.75	
Non Medical T19 Transportation							\$0			\$25,475					\$1,456	75	\$1,050	\$14.00	
Ride Connection Vehicle Maintenance							\$0				344	706				N/A	\$6,000	N/A	
OAA Meal Site Management	\$18,600		\$26,306	\$25,339			\$1,200			\$4,800.00						39,150	\$75,239	\$1.79	
Food Service - OAA & NSIP	\$27,819		\$40,141	\$14,089			\$7,557	\$24,666							\$37,594	39,150	\$157,854	\$2.73	
LIEAP Intakes							\$0							\$625		25	\$625	\$25.00	
<b>TOTALS</b>	<b>\$12,217</b>	<b>\$46,419</b>	<b>\$66,447</b>	<b>\$39,428</b>	<b>\$6,200</b>	<b>\$6,200</b>	<b>\$15,105</b>	<b>\$24,665</b>	<b>\$0</b>	<b>\$2,100</b>	<b>\$4,800</b>	<b>\$344</b>	<b>\$706</b>	<b>\$625</b>	<b>\$39,662</b>		<b>\$283,416</b>		

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number only applies to Ride Connection Vehicle Maintenance funds only

Contracted Amount: \$228,425

Federal Award Totals 199,175



The Friends of the Canby Adult Center  
Subrecipient Grant Agreement #20-001, Amendment 5

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

**CANBY ADULT CENTER**  
Fiscal Year 2020-21

Federal Award Numbers CFDA Number Service Category	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III C2	OAA III D	Required Match	NSIP Funds	Slate Funds	Other Funds	Ride Connection	TriMet STIF Funds	MEDICAID Funds	LEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimbursement Rate
	Funds	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	Funds	STIF Funds	5310 Funds	STIF Funds	Funds	Funds	UNITS	COST	Rate
16AORT3SS	93,044	93,045	93,045	93,045	93,045	93,043		16AORNSIP	N/A	N/A	OR-65-072	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	(1)	(2)	(3)	(4)	(5)	(6)	(6)	(7)	(8)	(9)	(10)	(11)	(13)	(14)	(15)	(16)	(17)	(18)
Case Management	\$2,035						\$226									88.02	\$2,261	\$25.12/hr
Reassurance	\$1,022						\$114									49	\$1,136	\$20.86
Info. & Assistance	\$9,010						\$1,002									663	\$10,012	\$13.58
Public Outreach	\$160						\$17									7	\$167	\$21.43
Transportation - OAA	\$0						\$0								\$842	1,684	\$842	\$0.00
Evidence Based Health & Wellness Program					\$5,200		\$0									104		\$50.00
National Diabetes Prevention Program							\$0									Classes	\$5,200	\$50.00
Trans - Ride Con. Out of Dist.							\$0			\$2,100					\$0	28	\$2,100	\$75.00
Non-Medical T19 Transportation							\$0				\$25,475				\$1,456	2,911	\$26,931	\$9.25
RIDE CONNECTION VEHICLE							\$0					344	931			75	\$1,275	\$17.00
Maintenance							\$1,200									N/A	\$6,000	N/A
OAA PDJW ASSESSMENTS				\$3,352							\$4,800.00					N/A	\$3,352	\$23.12
OAA Meal Site Management		\$42,539	\$34,734	\$25,339			\$5,571									39,865	\$110,983	\$2.77
Food Service - OAA & NSIP		\$25,570	\$20,977	\$14,089			\$5,176	\$29,699							\$38,270	39,865	\$133,980	\$2.27
LEAP Intakes							\$0							\$625		25	\$625	\$25.00
TOTALS	\$12,217	\$67,909	\$55,711	\$42,760	\$5,200	\$15,505	\$15,505	\$29,899	\$0	\$2,100	\$25,475	\$4,800	\$931	\$625	\$40,568		\$304,964	

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number only applies to Ride Connection Vehicle Maintenance funds only

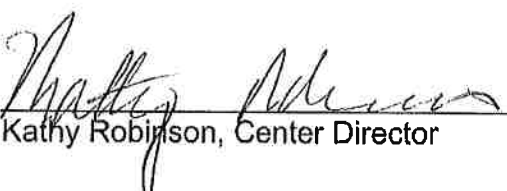

Contracted Amount: \$247,991

Federal Award Totals 218,516

The Friends of the Canby Adult Center  
Subrecipient Grant Agreement #20-001, Amendment 5

Except as set forth herein, COUNTY and SUBRECIPIENT 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>The Friends of the Canby Adult Center</b>	<b>CLACKAMAS COUNTY</b>
By:  Kathy Robinson, Center Director	Commissioner: Tootie Smith, Chair Commissioner: Sonya Fischer Commissioner: Paul Savas Commissioner: Martha Schrader Commissioner: Mark Shull
 Date	<b>Signing on Behalf of the Board:</b> _____ Tootie Smith, Chair  _____ Date



July 1, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Intergovernmental Subrecipient Agreement  
with City of Lake Oswego – Lake Oswego Adult Community Center to  
Provide Social Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the City of Lake Oswego – Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons in the Lake Oswego service area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$42497; for a revised agreement maximum of \$125,726 for the FY20/21 funding. 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>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	080819-A1, 060420-A1, 071620-A2, 081320-A3
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Council</b>	1. Date of Counsel review: 5/17/21 2. Initials of County Counsel performing review: KR
<b>Procurement Review</b>	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9271; Subrecipient #20-011

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with City of Lake Oswego – Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Lake Oswego 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 OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$42,497 in funding for an updated grant maximum of \$125,726 for FY20/21. This amendment was approved by County Counsel on 5/17/21.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Tootie Smith, Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary Eubank for Rodney A. Cook". The signature is written in a cursive style.

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9272  <b>Board Order #:</b>  Prior Board Order # 080819-A1, 060420-A1, 071620-A2, 081320-A3	<b>Division:</b> SS <b>Contact:</b> Reid, Stefanie <b>Program Contact:</b> Reid, Stefanie	<input checked="" type="checkbox"/> <b>Subrecipient</b> <input type="checkbox"/> <b>Revenue</b> <input checked="" type="checkbox"/> <b>Amend #</b> 5 \$ 42,497.00 <input type="checkbox"/> <b>Procurement Verified</b> <input type="checkbox"/> <b>Aggregate Total Verified</b>
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**Non BCC Item**    
  **BCC Agenda**    
 **Date:** Thursday, May 20, 2021

**CONTRACT WITH:** 19-21 City of Lake Oswego-Lake Oswego Adult Community Center

**CONTRACT AMOUNT:** \$269,679.00

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input checked="" type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 7/1/2020 - 6/30/2021

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
 If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
 If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
 If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
 Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
 OR  
 This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin Digitally signed by Brenda Durbin  
Date: 2021.04.22 12:41:34 -07'00'

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

H3S Admin Only	Date Received: _____ Date Signed: _____ Date Sent: _____
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## AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 19-21 City of Lake Oswego-Lake Oswego Adult Comm

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 5/20/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Aging services subrecipient agreement for the delivery of community-based services to older adults in the Lake Oswego area.

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

**H3S CONTRACT NUMBER:** 9272

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9272

Subrecipient #: 20-007

Board Agenda #: 080819-A1, 060420-A1, 071620-A

Amendment Number: 5

Division: Social Services

Contractor: City of Lake Oswego – Lake Oswego Adult Community 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 III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the award budget of \$42,497.

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This Amendment #5, when signed by the City of Lake Oswego – Lake Oswego 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 award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended (“agreement”);

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
  4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$83,229**. 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 **\$70,772** 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, Community Services & Supports Unit.



- b. **Other Funds.** The COUNTY's funding of **\$12,457** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet.

**To Read:**

- 4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$125,726**. 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.)
  - c. **Grant Funds.** The COUNTY's funding of **\$107,733** 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, Community Services & Supports Unit.
  - d. **Other Funds.** The COUNTY's funding of **\$12,457** 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 REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

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

To Read

**Lake Oswego Adult Community Center**  
Fiscal Year 2020-21

Federal Award Numbers	CFDA Number	Service Category	OAA III B Funds	OAA III C Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III C2 Funds	OAA III C2 Funds	OAA III C2 Funds	OAA III D Funds	OAA III E Funds	OAA III E Funds	OAA Match	NSIP Funds	Other State Funds	Ride Connection		Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
																Funds	Funds				
			\$3,044	\$3,045	\$3,045	\$3,045	\$3,045	\$3,045	\$3,045	\$3,043	\$3,052	\$3,052	N/A	\$3,053	N/A	N/A	N/A	N/A	(14)	(15)	(16)
			4,770										530						162	5,300	\$29.45
			5,575										620						189	6,195	\$29.45
			3,922										436						242	4,358	\$16.23
			0										0					0	0	0	\$5.00
										480			0						8,000	480	\$60.00
													1,946						147	7,362	\$7.65
													0			6,957		422	843	7,379	\$8.25
													0				5,500	0	667	5,500	\$8.25
													0						100	2,945	\$29.45
													92					15,322	15,980	58,718	\$3.68
														23,940					15,980	46,736	\$2.93
<b>TOTALS</b>			\$14,267	\$7,739	\$824	\$39,990	\$20,493	\$480	\$5,536	\$3,324	\$5,500	\$5,500	\$3,324	\$23,940	\$0	\$6,957	\$5,500	\$15,743	144,933		

Source of OAA Match - Staff time

Total Contract Amount: \$125,726

Federal Award Totals \$65,540

City of Lake Oswego – Adult Comm. Center  
 Subrecipient Grant Agreement #20-007, Amendment 5

I. **Amend:** Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

**Lake Oswego Adult Community Center**  
 Fiscal Year 2020-21

**Amend**

Federal Award Numbers CFDA Number Service Category	OAA III B	OAA III C1	OAA III C2	OAA III D	OAA III E	OAA Match	NSIP	Other State	Ride Con	Program	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE	
	Funds 16AORT3SS 93.044	Funds CARES Acts 93.045	Funds CARES Acts 93.045	Funds 16AORT3PH 93.043	Funds 16AORT3FC 93.052	Funds N/A	Funds 16AORT3SIF 93.053	Funds N/A	Funds N/A	Income N/A				(9)
Case Management	3,426					381					116	3,807	\$29.45	
Reassurance	2,231					248					76	2,479	\$29.45	
Info. & Assistance	3,922					436					242	4,358	\$16.23	
Transportation - OAA III-B	4,687					521				469	937	5,677	\$5.00	
Evidence-based Programming				480		0	0				8.00	480	\$60.00	
FCSP Respite					5,536	1,946					147	7,362	\$37.65	
Trans - Ride Con In Dist						0			12,457	755	1,510	13,212	\$8.25	
OAA Meal Site Mgmt		291	12,627			32					5,167	12,950	\$2.51	
Site Purchased Meals-Restaurant		533	3,406								404	3,939	\$9.75	
NSIP Meals						0	33,633				21,000	33,633	\$1.60	
<b>TOTALS</b>	<b>\$14,266</b>	<b>\$824</b>	<b>\$16,033</b>	<b>\$480</b>	<b>\$5,536</b>	<b>\$3,464</b>	<b>\$33,633</b>	<b>\$0</b>	<b>\$12,457</b>	<b>\$1,224</b>		<b>87,917</b>		

Source of OAA Match - Staff time



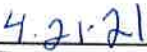
**Total Contract Amount:** \$83,229

**Federal Award Totals** \$70,772

City of Lake Oswego – Adult Comm. Center  
Subrecipient Grant Agreement #20-007, Amendment 5

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement 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>City of Lake Oswego – Lake Oswego Adult Community Center</b>	<b>CLACKAMAS COUNTY</b>
By:  Martha Bennett, City Manager	Commissioner: Tootie Smith, Chair Commissioner: Sonya Fischer Commissioner: Paul Savas Commissioner: Martha Schrader Commissioner: Mark Shull
Date Approved as to Content:	<b>Signing on Behalf of the Board:</b>
 Maria Bigelow, Interim Center Manager	_____ Tootie Smith, Chair
 Date	_____ Date



July 1, 2021

Board of Commissioners  
Clackamas County

Members of the Board:

Approval to Apply for Grant from Portland General Electric (PGE) Drive Change Fund  
to Purchase Electric Vehicles to Provide Services for Seniors, Persons with Disabilities  
and Low Income Households

<b>Purpose/Outcomes</b>	Agreement with PGE to provide funding for project specific electric vehicles to enhance transportation services to seniors and/or people with disabilities residing in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$425,000. These funds will be used to pay for two new electric transit vans for the Transportation Reaching People (TRP) program and for case managers in H3S.
<b>Funding Source</b>	Oregon Clean Fuels program administered by Oregon Dept. of Environmental Quality - no County General Funds are involved.
<b>Duration</b>	Anticipated award December 16, 2021 and terminates on December 31, 2022
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Counsel</b>	This is a Grant application. Not subject to County Counsel Review
<b>Procurement Review</b>	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant application. Not subject to Procurement Review.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	N/A

**Background**

The Social Services Division of the Health, Housing, and Human Services Department requests approval to apply for grant funds from the Portland General Electric (PGE) Drive Change Fund to enhance electric vehicle options in rural areas of Clackamas County that provide services to seniors, persons with disabilities and low income households. Social Services proposes purchasing two electric, or hybrid, vehicles for use in the Transportation Reaching People (TRP) program and by case managers within H3S. TRP provides rides to seniors and persons with disabilities countywide to medical appointments and other essential services that allow them to remain in their homes and communities throughout Clackamas County. Case managers provide home and community based services to vulnerable residents' countywide.

Social Services is working with Fleet Services, Facilities Management and DTD-Sustainability & Solid Waste on this project to coordinate county campus improvements as well as working toward the County's objective of reducing emissions and providing alternative to traditional transportation modes regionally.

The grant would provide funding for up to (2) electric or electric hybrid vehicles. No County General Funds are involved. The PGE funding, if awarded, will provide increased transportation options for Clackamas County Social Services Division.

Total amount of the application is \$425,000. No County General Funds are involved.

**Recommendation**

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that the H3S Director; or their designee, be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

*Mary Rumbaut for Rodney A. Cook*

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

# Financial Assistance 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 & Fund: H3S/SSD Application for:  Subrecipient Assistance  Direct Assistance  
Grant Renewal?  Yes  No

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

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: PGE Drive Change Fund

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form): Kristina Babcock

Requestor Contact Information: kbabcock@clackamas.us / 971-349-0481

Department Fiscal Representative: Jennifer Snok

Program Name or Number (please specify): PGE Grant

Brief Description of Project:

The grant would provide funding for up to (2) electric or electric hybrid vehicles. One vehicle to be used by the Transportation Reaching People Program and one vehicle to be used by Social Services' case managers to conduct home visits. The PGE funding, if awarded, will provide increased transportation options for Clackamas County Social Services Division's Transportation Reaching People program and case managers while decreasing emissions of these programs.

Name of Funding Agency: Portland General Electric (PGE)

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://portlandgeneral.com/about/who-we-are/community/drive-change-fund>

### OR

Application Packet Attached:  Yes  No

Completed By: Kristina Babcock

5/24/21

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

Funding Agency Award Notification Date:

December 16, 2021

Announcement Date:

4/30/21

Announcement/Opportunity #:

Grant Category/Title: PGE Drive Change Fund

Max Award Value:

\$425,000.00

Allows Indirect/Rate:

N/A

Match Requirement:

N/A

Application Deadline:

7/2/2021

Other Deadlines:

Award Start Date:

Upon Award

Other Deadline Description:

Award End Date:

12/31/2021

Program Income Requirement:

None

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/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

These funds would increase the Divisions ability to provide transportation services to low income households, older adults and people with disabilities, thus increasing their independence and quality of life. The grant would also support the County's goal of decreasing fossil fuel emissions.

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

At this time there are no community partners better suited to take the lead.

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

To increase the electric vehicle use in the PGE service area, with a focus on low income and rural communities. This objective will be met by prioritizing rural communities served by TRP in Clackamas County, and providing enhanced services to older adults and persons with a disability.

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

These funds will support existing transportation programs operated by the County. Funds will also expand the number of electric vehicles available to Social Services' staff.

**Organizational Capacity:**

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

Yes

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

No

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, would this grant/financial assistance 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.

Fleet Services, Facilities, H3S, and DTD-Sustainability and Solid Waste

**Reporting Requirements**

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

Quarterly reporting as the project progresses followed by a completion report after vehicles are purchased and in service. After the completion report is submitted, an annual report will be due for 3 years for the vehicles.

2. How will 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 will be measured by rides delivered, miles driver and cost per mile/hr when compared to existing vehicles.

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

see #1 above.

**Fiscal**

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

Yes, this grant will provide up to \$425,000 to purchase additional electric vehicles. The costs of administering the grant are minimal.

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

No other revenue sources 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 is required

4. Does this grant/financial assistance 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?

Up to 10% of Administrative costs will be included

Program Approval:

Teresa Christopherson

6/1/21

Teresa D.  
Christopherson

Digitally signed by Teresa D.  
Christopherson  
Date: 2021.06.01 07:33:24 -0700

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 SHOW \*\***

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Brenda Durbin		Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2021.06.01 17:54:11 -0700'</small>
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Mary Rumbaugh for Rodney A Cook 6-2-2021		Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.06.02 07:12:14 -0700'</small>
Name (Typed/Printed)	Date	Signature

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	6.2.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.06.02 12:32:08 -0700'</small>
Name (Typed/Printed)	Date	Signature

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF 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.**

July 1, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #3 with Todos Juntos  
for Youth Marijuana and Substance Prevention services in Rural Clackamas County

<b>Purpose/Outcome</b>	Todos Juntos will continue to provide Youth Marijuana and Substance Abuse (YSAP) prevention services in Rural Clackamas County to middle and high school students. YSAP activities promote student engagement in learning, resiliency, and social-emotional well-being to reduce the risk of youth substance use/abuse and increase youth resistance skills.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #3 adds \$60,000 for a maximum value of \$240,000 and extends the end date to June 30, 2022.
<b>Funding Source</b>	Marijuana Tax Revenue
<b>Duration</b>	July 1, 2021 through June 30, 2022
<b>Previous Board Action/Review</b>	081320
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 6/2/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer, 971-533-4929
<b>Contract No.</b>	CFCC -9096

**BACKGROUND:**

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #3 with Todos Juntos for youth marijuana and substance abuse awareness and prevention programs in Rural Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate 80% increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/post-tests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective July 1, 2021 and extends the Agreement through June 30, 2022 and adds \$60,000 for a maximum value of \$240,000. It has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*May Roubault for Rodney A. Cook*

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9096	<b>Division:</b> CFCC	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Jessica Duke	<input type="checkbox"/> Revenue
	<b>Program Contact:</b> McCrary, Brian	<input checked="" type="checkbox"/> Amend # 3 \$ 60,000.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, July 1, 2021

**CONTRACT WITH:** Todos Juntos

**CONTRACT AMOUNT:** \$240,000.00

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year    7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year    -
<input type="checkbox"/> Upon Signature    -	<input type="checkbox"/> Biennium    -
<input type="checkbox"/> Other    -	<input type="checkbox"/> Retroactive Request?    -

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)


If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Wednesday, June 2, 2021

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**  Jessica E.A. Duke, Prevention Unit Manager

Date: June 3, 2021

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Todos Juntos

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 7/1/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Todos Juntos will provide and implement strategies to reduce youth marijuana and substance use and abuse, change community norms around the use of drug/alcohol, and increase youth resistance skills in rural Clackamas County in Molalla/Canby & Sandy/Estacada middle and high school students.

Amendment #3 adds additional funds to continue Youth Substance Abuse Prevention services. Todos Juntos will continue to provide activities that promote student engagement in learning and resilience to reduce the risk of youth substance use/abuse and increase youth resistance skills.

**H3S CONTRACT NUMBER:** 9096

Local Subrecipient Grant Amendment (FY 21-22)  
**H3S – Children, Family & Community Connections Division**

Local Grant Agreement Number: 9096

Board Order Number: 081320

Department/Division: H3S-CFCC

Amendment No. 3

Local Recipient: Todos Juntos

Amendment Requested By: Adam Freer

Changes:  Scope of Service  
 Agreement Time

Agreement Budget  
 Other:

**Justification for Amendment:**

This Amendment 3 adds additional funds to continue Youth Substance Abuse Prevention services. Todos Juntos will continue to provide activities that promote student engagement in learning, resiliency, and social-emotional well-being to reduce the risk of youth substance use/abuse and increase youth resistance skills.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$60,000 for a revised maximum of \$240,000. It becomes effective July 1, 2021 and terminates June 30, 2022.

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

**AMEND:**

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than December 1, 2018 and not later than June 30, 2020, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

- 1. Term and Effective Date.** *This Amendment shall become effective on July 1, 2021. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses incurred from July 1, 2021 to June 30, 2022, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.*

**AMEND:**

- 4. Grant Funds.** The COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is \$180,000 (\$90,000 for Cedar Ridge, Estacada Middle Schools, and \$90,000 for Molalla River, Baker Prairie Middle Schools).

**TO READ:**

- 4. Grant Funds.** COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is ***\$240,000 for Cedar Ridge, Estacada, Molalla River, and Baker Prairie Middle Schools.***



**REPLACE:**

Exhibit B: Todos Juntos – YSAP Budget

**WITH:**

EXHIBIT B: RECIPIENT BUDGET		
<b>Organization:</b> Todos Juntos		
<b>Program Name:</b> Youth Substance Abuse Prevention		9096 Amend 3
<b>Program Contact:</b> Eric Johnston		
<b>Agreement Term:</b> July 1, 2021 - June 30 2022 (12 months)		
Approved Award Budget Categories		Total Budget
<b>Personnel Services</b>		
Program Staff .24 FTE		\$ 12,000.00
Support Staff .5 FTE		\$ 20,000.00
Program Supervision and Oversight .07 FTE		\$ 6,000.00
Tax @ 11%		\$ 4,400.00
<b>Total Personnel Services</b>		<b>\$ 42,400.00</b>
<b>Administration</b>		
Payroll/consultants/bookkeeping		\$ 5,000.00
<b>Program Costs</b>		
Supplies and Materials		\$ 10,000.00
Insurance		\$ 600.00
Mileage		\$ 2,000.00
<b>Total Programmatic Costs</b>		<b>\$ 17,600.00</b>
<b>Total Approved Budget</b>		<b>\$ 60,000.00</b>

**ADD:**

Exhibit C-1: Todos Juntos – YSAP Request for Reimbursement July '21 – June '22

Exhibit C-1 REQUEST FOR DISBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request ( <i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i> ).</li> </ul>				
	Organization: Todos Juntos Address: PO Box 645 Canby, OR 97013 Contact Person: Eric Johnston Phone Number: (503) 544-1513 E-mail: <a href="mailto:etodosjuntos2@gmail.com">etodosjuntos2@gmail.com</a>		Contract #: 9096 - Amend 3 Reporting Period:	
Budget Category	Budget	Current Draw Request	Previously Requested	Balance Remaining
<b>Personnel</b>				
Program Staff .24 FTE	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00
Support Staff .5 FTE	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Program Supervision and Oversight .07 FTE	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
Tax @ 11%	\$ 4,400.00	\$ -	\$ -	\$ 4,400.00
<b>Total Personnel</b>	<b>\$ 42,400.00</b>		<b>\$ -</b>	<b>\$ 42,400.00</b>
<b>Administration</b>				
Payroll/consultants/bookkeeping	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
<b>Program Supplies</b>				
Supplies and Materials	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Insurance	\$ 600.00	\$ -	\$ -	\$ 600.00
Mileage	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
<b>Total Program</b>	<b>\$ 17,600.00</b>		<b>\$ -</b>	<b>\$ 17,600.00</b>
<b>Total Grant Costs</b>	<b>\$ 60,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,000.00</b>
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				
<b>CERTIFICATION</b>				
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.				
Prepared by:				
Authorized Signer:				
Date:				
Department Review:				
CFCC Program Planner Elizabeth White				
Signature			Date	

**ADD:**

Exhibit A-2: Todos Juntos – Youth Substance Abuse Work Plan Quarterly Report July 1, 2021 – June 30, 2022

**Clackamas County – Children, Family & Community Connections  
 Work Plan and Quarterly Report**

Provider: Todos Juntos  
 Activity: Youth Substance Abuse Prevention (YSAP) Afterschool Activities  
 Contact: Eric Johnston  
 Contract Period: July 1, 2021 – June 30, 2022

Activities/Outputs*	Intermediate Outcomes/Measurement Tool	Measurement	July-Sept	Oct-Dec	Jan-March	Apr-June	Yearly Total
By June 30, 2022, staff will have met with 2 school administrators in 4 school districts (8 total: Molalla River, Oregon Trail, Canby and Estacada School Districts) to discuss/advance alternative approaches to disciplinary action related to student substance use/misuse. Schools will be encouraged to establish new or revise existing policies to better align/support positive youth development for these students such as requiring an A&D assessment and implementation of Restorative Justice practices.	Reported as Yes/No in the quarter this conversation occurs.  Meeting details, the response of administrators and outcome, will be included in monthly reports.						
By June 30, 2022, provide enrichment activities to help student become more engaged in their learning. Programs for 40 > students.	Students will participate in activities that promote engagement in learning.  Types of activities include Homework assistance, STEM activities, and creative arts.	# students participating  # of activities  # of sessions held during the quarter					
By June 30, 2022, provide activities to support students' social-emotional learning. Programs for 30 > students.	Students will participate in activities that support their social-emotional development and promote engagement in learning.  Types of activities include LifeSkills, Boy's Council, and Girls Circle.	# students participating  # of activities  # of sessions held during the quarter					
By June 30, 2022, provide activities that build student competence, confidence, connection, caring/compassion and character. Programs for 40 > students.	Students will participate in activities that promote positive youth development and increase protective factors.  Types of activities include Service to Careers and Diversity Club.	# students participating  # of activities  # of sessions held during the quarter					

\*Completed virtually or in-person. Monthly reports will describe activities and include number of student participants per school site.

## **PERFORMANCE REPORTING SCHEDULE AND WORK PLAN QUARTERLY REPORT**

### **PERFORMANCE REPORTING SCHEDULE**

Todos Juntos will submit a Quarterly Activity Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 15<sup>th</sup> day of the month following the end of the quarter.

The Activity Report will include the following metrics.

- a) Number of youth served
- b) Number and type of activities conducted during the month.

A true accounting of program expenses for the previous quarter and receipts should be submitted with each request for funds using Exhibit C-3 Actual Expense Report.

Todos Juntos will submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15<sup>th</sup> day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

Due dates are as follows:

- |                                 |                      |
|---------------------------------|----------------------|
| • July 1 – September 30, 2021   | due October 15, 2021 |
| • October 1 – December 31, 2021 | due January 15, 2022 |
| • January 1 – March 31, 2022    | due April 15, 2022   |
| • April 1 – June 30, 2022       | due July 15, 2022    |

The Final Performance Report should be submitted no later than July 15, 2022

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

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

**AGENCY**

Todos Juntos  
PO Box 645  
Canby, OR 97013

By:   
Eric Johnston, Executive Director

Date: 6-2-21

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Tootie Smith, Board Chair  
Clackamas County

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

July 1, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #02 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs

<b>Purpose/Outcomes</b>	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$14,000.00 to the Agreement, increasing the maximum value to \$8,746,212.18. Funds provided through this Amendment will increase capacity of youth and families served by the Crisis and Acute Transition Services (CATS) program.
<b>Funding Source</b>	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority.
<b>Duration</b>	Effective March 1, 2021 and terminates November 30, 2021.
<b>Previous Board Action</b>	2021 Agreement reviewed and approved May 20, 2021, Agenda Item 052021-A4.
<b>Strategic Plan Alignment</b>	Ensuring healthy, safe and secure communities through increased capacity of existing services.
<b>Counsel Review</b>	Reviewed and approved by Counsel June 2, 2021 (KR)
<b>Procurement Review</b>	Was this item reviewed by Procurement? No. Item is an amendment to an intergovernmental revenue agreement.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
<b>Contract No.</b>	9973

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #02 to Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Program Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

Amendment #02 provides funds to increase the capacity of the Crisis and Acute Transition Services (CATS) program by two (2) to three (3) youth and families. The CATS program provides brief crisis services, stabilization, and transition to community-based supports when children and youth from birth to eighteen (18) years of age present to emergency department or crisis centers and are at risk of admission for psychiatric or behavioral crises.

This Amendment is effective March 1, 2021 and terminates November 30, 2021, with a value of \$14,000.00, increasing the maximum Agreement value to \$8,746,212.18.

**RECOMMENDATION:**

Staff recommends Board approval of this Amendment.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary Loubauf for Rodney A. Cook". The signature is written in a cursive style.

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9973	<b>Division:</b> BH	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Russell, Angela	<input checked="" type="checkbox"/> Revenue
	<b>Program Contact:</b> Brink, Angela	<input checked="" type="checkbox"/> Amend # 2 \$ \$14,000.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, July 1, 2021

**CONTRACT WITH:** State of Oregon, Oregon Health Authority

**CONTRACT AMOUNT:** \$8,746,212.18

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 3/1/2021 - 11/30/2021

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOKER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Wednesday, June 2, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____







In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**SECOND AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2020-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL  
HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM  
GAMBLING SERVICES AGREEMENT #166036**

This Second Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County ("County").

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

**5. Signatures.**

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

**Clackamas County**

**By:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon acting by and through its Oregon Health Authority**

**By:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved by: Director, OHA Health Systems Division**

**By:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

**OHA Program:**

Approved by Shawn Kintner on April 28, 2021; e-mail in contract file.

**ATTACHMENT 1  
EXHIBIT C  
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: M0313

CONTRACT#: 166036 CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

PROJ \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_ SLOT CHANGE/TYPE \_\_\_\_\_

SE# FUND CODE CENS PROVIDER RATE OPERATING DOLLARS STARTUP PARI PARI PAAF CLIENT CODE CD BASE SE#

CALENDAR YEAR: 2021

BASE CRISIS AND ACUTE TRA

8	804	CATS	3/1/2021 - 11/30/2021	0	/NA	\$0.00	\$14,000.00	\$0.00	C	1	N	1
---	-----	------	-----------------------	---	-----	--------	-------------	--------	---	---	---	---

TOTAL FOR SE# 8

TOTAL FOR 2021

TOTAL FOR M0313 166036

\$14,000.00

\$0.00

\$14,000.00

**\$14,000.00**

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY  
DATE: 04/02/2021

Contract#: 166036  
REF#: 002

REASON FOR FAAA (for information only):

Crisis and Acute Transition Services (CATS) - (MHS 8), funds are awarded.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0313 1A) These funds are for MHS 08 Crisis and Acute Transition Services to increase capacity to serve an additional 2-3 youth and their families from March 2021- November 2021. B) The financial assistance subject to this special condition will be disbursed to Clackamas County in one lump sum within 30 days after the date this Agreement becomes executed.

July 1, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval to Apply to the 2021-2023 Request for Grant Proposals (RFGP) with State of Oregon Criminal Justice Commission (CJC) for Specialty Court Grant Program – Mental Health Court

<b>Purpose/Outcomes</b>	To improve the legitimacy, efficiency, and effectiveness of state and local criminal justice system. Health Centers Division intends to utilize funds to support the existing Mental Health Court program.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement value is \$254,768; this is the current biennial funding level and no change in funding level is anticipated.
<b>Funding Source</b>	Oregon Criminal Justice Commission (CJC). No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2021 and terminates on June 30, 2023
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	Not required, renewal application only
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	10221

**BACKGROUND:**

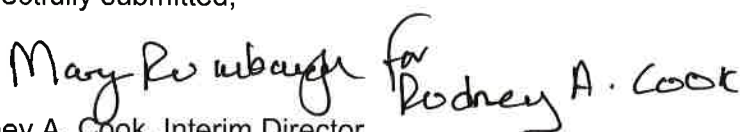
Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to the 2021-2023 Request for Grant Proposals issued by the Oregon Criminal Justice Commission (CJC). CCHCD has been a recipient of this biennial funding for multiple cycles. This would be a renewal application to continue financial support of the existing Clackamas County Mental Health Treatment program and will help fund treatment, housing, and other supportive services to participants. The State will determine the level of funding based established funding priorities.

This funding opportunity has a maximum value of \$254,768. It is effective July 1, 2021 and terminates on June 30, 2023.

**RECOMMENDATION:**

Staff recommends approval of this agreement and authorizes the Director of Health, Housing and Human Services to sign this agreement.

Respectfully submitted,



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

*Healthy Families. Strong Communities.*

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

Clackamas.us/h3s



# Financial Assistance 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 & Fund: H3S-Health Centers Division - Fund 253 Application for:  Subrecipient Assistance  Direct Assistance  
Grant Renewal?  Yes  No

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

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: 2021-2023 Oregon Criminal Justice Commission Specialty Court Grant Program

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form): Jennifer Rees, Mental Health Program Supervisor

Requestor Contact Information: JRees@clackamas.us; 503-722-6502

Department Fiscal Representative: Jennifer Stone

Program Name or Number (please specify): Mental Health Court Program 08115

Brief Description of Project:

The Oregon Criminal Justice Commission (CJC) is providing funding for evidence-based problem-solving court strategies designed to address the root causes of criminal activity and substance use disorders by coordinating efforts of the judiciary, prosecution, defense, probation, law enforcement, mental health and substance use disorder treatment, and social services. The courts offer non-violent offenders an alternative to incarceration and provide treatment, education and resources to reduce recidivism and provide for healthier communities. This grant will help fund treatment, housing, and other supportive services for Clackamas County Mental Health Treatment Court participants.

Name of Funding Agency: Oregon Criminal Justice Commission

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://www.oregon.gov/cjc/CJC%20Document%20Library/21-23SpecialtyCourtSolicitation.pdf>

### OR

Application Packet Attached:  Yes  No

Completed By: Jennifer Stone Date: 5-17-2021

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

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

Competitive Application  Non-Competing Application  Other

CFDA(s), if applicable: N/A Funding Agency Award Notification Date: Late July - Intent to Award Letters

Announcement Date: 4-1-2021 Announcement/Opportunity #: 2021-2023 RFGP Specialty Court Grant Program

Grant Category/Title: Specialty Court Grant Program Max Award Value: Amount not provided by State

Allows Indirect/Rate: Yes/may not exceed 10% Match Requirement: N/A

Application Deadline: 6-15-2021 @ 1pm Other Deadlines: N/A

Award Start Date: 7-1-2021 Other Deadline Description: N/A

Award End Date: 6-30-2023

Completed By: Jennifer Stone Program Income Requirement: N/A

Pre-Application Meeting Schedule: 4-27-2021



**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/funding opportunity 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 funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance 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/financial assistance funding opportunity 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, would this grant/financial assistance 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/funding opportunity?

2. How will 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 funding?

**Fiscal**

1. Will we realize more benefit than this financial assistance 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/financial assistance 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:

Jennifer Rees

5/26/21

Jennifer Rees

Digitally signed by Jennifer Rees  
Date: 2021.05.26 08:16:34 -07'00'

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>		
Deborah Cockrell	5/26/2021	Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.05.26 09:36:21 -0700</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Mary Rumbaugh for Rod Cook	5/26/2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.05.26 10:37:57 -0700</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	5.26.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.05.26 11:54:16 -0700</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
N/A	5/26/2021	
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

**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"/>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

**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.**

July 1, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval to Apply to the 2021-2023 Request for Grant Proposals (RFGP) with State of Oregon  
Criminal Justice Commission (CJC) for Specialty Court Grant Program – Adult Drug Court

<b>Purpose/Outcomes</b>	To improve the legitimacy, efficiency, and effectiveness of state and local criminal justice system. Health Centers Division intends to utilize funds to support the existing Adult Drug Court program.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement value is \$242,484; this is the current biennial funding level and no change in funding level is anticipated.
<b>Funding Source</b>	Oregon Criminal Justice Commission (CJC). No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2021 and terminates on June 30, 2023
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	Not required, renewal application only
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	10223

**BACKGROUND:**

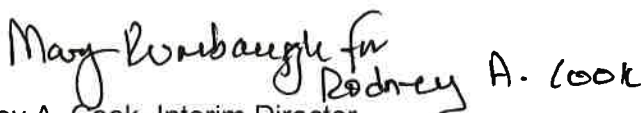
Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to the 2021-2023 Request for Grant Proposals issued by the Oregon Criminal Justice Commission (CJC). CCHCD has been a recipient of this biennial funding for multiple cycles. This would be a renewal application to continue financial support of the existing Clackamas County Adult Drug Treatment program and will help fund treatment, housing, and other supportive services to participants. The State will determine the level of funding based established funding priorities.

This funding opportunity has a maximum value of \$242,484. It is effective July 1, 2021 and terminates on June 30, 2023.

**RECOMMENDATION:**

Staff recommends approval of this agreement and authorizes the Director of Health, Housing and Human Services to sign this agreement.

Respectfully submitted,



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

*Healthy Families. Strong Communities.*

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

[Clackamas.us/h3s](http://Clackamas.us/h3s)



## Financial Assistance 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 & Fund: HHS-Health Centers Division - Fund 253

Application for:  Subrecipient Assistance  Direct Assistance  
Grant Renewal?  Yes  No  
If renewal, complete sections 1, 2, & 4 only  
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: 2021-2023 Oregon Criminal Justice Commission Specialty Court Grant Program

Funding Source: Federal  State  Local   
Requestor Information (Name of staff person initiating form): Jennifer Rees, Mental Health Program Supervisor  
Requestor Contact Information: JRees@clackamas.us; 503-722-6502  
Department Fiscal Representative: Jennifer Stone  
Program Name or Number (please specify): Adult Drug Court Program 08634  
Brief Description of Project:

The Oregon Criminal Justice Commission (CJC) is providing funding for evidence-based problem-solving court strategies designed to address the root causes of criminal activity and substance use disorders by coordinating efforts of the judiciary, prosecution, defense, probation, law enforcement, mental health and substance use disorder treatment, and social services. These courts offer non-violent offenders an alternative to incarceration and provide treatment, education, and resources to reduce recidivism and provide for healthier communities. This grant will help fund treatment, housing, and other supportive services for Clackamas County Adult Drug Treatment Court participants.

Name of Funding Agency: Oregon Criminal Justice Commission

Agency's Web Address for funding agency Guidelines and Contact Information:  
<https://www.oregon.gov/cjc/CJC%20Document%20Library/21-23SpecialtyCourtSolicitation.pdf>

OR

Application Packet Attached:  Yes  No

Completed By: Jennifer Stone Date: 5-17-2021

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

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

Competitive Application  Non-Competing Application  Other

CFDA(s), if applicable:	<u>N/A</u>	Funding Agency Award Notification Date:	<u>Late July - Intent to Award Letters</u>
Announcement Date:	<u>4-1-2021</u>	Announcement/Opportunity #:	<u>2021-2023 RFGP Specialty Court Grant Program</u>
Grant Category/Title:	<u>Specialty Court Grant Program</u>	Max Award Value:	<u>Amount not provided by State</u>
Allows Indirect/Rate:	<u>Yes/may not exceed 10%</u>	Match Requirement:	<u>N/A</u>
Application Deadline:	<u>6-15-2021 @ 1pm</u>	Other Deadlines:	<u>N/A</u>
Award Start Date:	<u>7-1-2021</u>	Other Deadline Description:	<u>N/A</u>
Award End Date:	<u>6-30-2023</u>	Program Income Requirement:	<u>N/A</u>
Completed By:	<u>Jennifer Stone</u>		
Pre-application Meeting Schedule:	<u>4-27-2021</u>		

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

**Mission/Purpose:**

1. How does the grant/funding opportunity 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 funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance 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/financial assistance funding opportunity 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, would this grant/financial assistance 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/funding opportunity?

2. How will 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 funding?

**Fiscal**

1. Will we realize more benefit than this financial assistance 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/financial assistance 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:

Jennifer Rees

5/26/21

Jennifer Rees

Digitally signed by Jennifer Rees  
Date: 2021.05.26 08:00:29 -07'00'

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>		
Deborah Cockrell	5/26/2021	Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.05.26 09:33:40 -07'00'</small>
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Mary Rumbaugh for Rod Cook	5/26/2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.05.26 10:34:28 -07'00'</small>
Name (Typed/Printed)	Date	Signature

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	5.26.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.05.26 11:47:14 -07'00'</small>
Name (Typed/Printed)	Date	Signature

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
N/A	5/26/2021	
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.**

July 1, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval to Apply to the 2021-2023 Request for Grant Proposals (RFGP) with the State of Oregon  
Criminal Justice Commission (CJC) for Specialty Court Grant Program – DUII Court

<b>Purpose/Outcomes</b>	To improve the legitimacy, efficiency, and effectiveness of state and local criminal justice system. Health Centers Division intends to utilize funds to support the existing DUII Treatment Court program.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement value is yet to be determined by the State.
<b>Funding Source</b>	Oregon Criminal Justice Commission (CJC). No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2021 and terminates on June 30, 2023
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	Not required, renewal application only
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	10220

**BACKGROUND:**

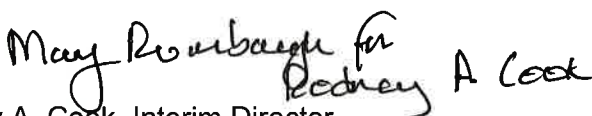
Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to the 2021-2023 Request for Grant Proposals issued by the State of Oregon Criminal Justice Commission (CJC). CCHCD Adult Drug Court Treatment program has been a recipient of biennial funding for multiple cycles. This application would fund an expansion of treatment court services within Health Centers to include the DUII Treatment Court program and will help fund treatment, housing, and other supportive services to participants. The State will determine the level of funding based established funding priorities.

This funding opportunity has a maximum value of a yet undetermined amount. It is effective July 1, 2021 and terminates on June 30, 2023.

**RECOMMENDATION:**

Staff recommends approval of this agreement and authorizes the Director of Health, Housing and Human Services to sign this agreement.

Respectfully submitted,



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

*Healthy Families. Strong Communities.*

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Clackamas.us/h3s



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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 & Fund: H3S-Health Centers Division - Fund 253

Application for:  Subrecipient Assistance  Direct Assistance  
Grant Renewal?  Yes  No

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

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: 2021-2023 Oregon Criminal Justice Commission Specialty Court Grant Program

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form): Jennifer Rees, Mental Health Program Supervisor

Requestor Contact Information: JRees@clackamas.us; 503-722-6502

Department Fiscal Representative: Jennifer Stone

Program Name or Number (please specify): 08634 DUII Court Program

Brief Description of Project:

The Oregon Criminal Justice Commission (CJC) is providing funding for evidence-based problem-solving court strategies designed to address the root causes of criminal activity and substance use disorders by coordinating efforts of the judiciary, prosecution, defense, probation, law enforcement, mental health and substance use disorder treatment, and social services. These courts offer non-violent offenders an alternative to incarceration and provide treatment, education, and resources to reduce recidivism and provide for healthier communities. This grant will help fund treatment, housing, and other supportive services for Clackamas County DUII Court participants.

Name of Funding Agency: Oregon Criminal Justice Commission

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://www.oregon.gov/cjc/CJC%20Document%20Library/21-23SpecialtyCourtSolicitation.pdf>

OR

Application Packet Attached:  Yes  No

Completed By: Jennifer Stone

5-17-2021

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable: N/A

N/A

Funding Agency Award Notification Date: Late July - Intent to Award Letters

Late July - Intent to Award Letters

Announcement Date: 4-1-2021

4-1-2021

Announcement/Opportunity #: 2021-2023 RFGP Specialty Court Grant Program

2021-2023 RFGP Specialty Court Grant Program

Grant Category/Title: Specialty Court Grant Program

Specialty Court Grant Program

Max Award Value: Amount not provided by State

Amount not provided by State

Allows Indirect/Rate: Yes/may not exceed 10%

Yes/may not exceed 10%

Match Requirement: N/A

N/A

Application Deadline: 6-15-2021 @ 1pm

6-15-2021 @ 1pm

Other Deadlines: N/A

N/A

Award Start Date: 7-1-2021

7-1-2021

Other Deadline Description: N/A

N/A

Award End Date: 6-30-2023

6-30-2023

Program Income Requirement: N/A

N/A

Completed By: Jennifer Stone

Jennifer Stone

Pre-Application Meeting Schedule: 4-27-2021

4-27-2021

**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/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

Enhance our ability to divert individuals away from the justice system and into treatment, to promote overall health & wellness.

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

It will take systems working together in order to accomplish this work, including Community Corrections, Clackamas County Circuit Court, Clackamas Indigent Defense Corporation, Clackamas County Health Centers, and community providers.

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

Utilize evidence-based practices and principles to enhance the provision of treatment services and other recovery supports to promote access to health services, and reduce recidivism. Objectives will be met by implementing these principles.

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

Yes, the current program being funded is the DUII Treatment Court Program.

**Organizational Capacity:**

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

Health Centers-Behavioral Health has adequate and qualified staff.

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

Partnerships are already operational and collaborative between all essential agencies. Roles and responsibilities are identified in treatment court policies and procedures, program handbook, and MOU.

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 but an expansion of treatment court services within Health Centers to now include the DUII Treatment Court Program.

4. If funded, would this grant/financial assistance 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, it will not create a new program. It would enhance CHC's involvement in the DUII court program and allow it to become the primary treatment provider for this specialty court track. Services provided by existing CHC staff will be reimbursed by billing insurance and will continue once funding is exhausted.

**Collaboration**

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

Community Corrections, H3S, and the District Attorney's Office.

**Reporting Requirements**

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

• Quarterly and Yearly Data Report to the CJC including information regarding new charges, new convictions, participant sanctions, participant involvement in treatment services and recovery activities in the community.  
• Peer Review: Fidelity to 10 Key Components of Drug Courts completed by Oregon Criminal Justice Commission

2. How will 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?

Court database (SCMC system), outcomes measures (program phases & requirements to track client progress), and treatment goals (track through individualized service plans)

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

Quarterly Fiscal Reports

**Fiscal**

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

Yes, the cost to administer the grant will be minimal.

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

Yes, staff will generate revenue from billing for services in combination with the grant 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.)?

N/A

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

No, the grant/financial assistance does not cover indirect costs.

Program Approval:

Jennifer Rees

5/26/21

Jennifer Rees

Digitally signed by Jennifer Rees  
Date: 2021.05.26 09:24:50 -0700

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>		
Deborah Cockrell	5.27.2021	Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.05.27 09:22:38 -07'00'</small>
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Mary Rumbaugh for Rodney A Cook	5-28-2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.05.27 12:30:29 -07'00'</small>
Name (Typed/Printed)	Date	Signature

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	6.1.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.06.01 16:10:20 -07'00'</small>
Name (Typed/Printed)	Date	Signature

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
N/A		
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.

July 1, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #169358 with the  
State of Oregon, acting by and through its Department of Human Services (DHS), for the  
Job Opportunity & Basic Skills (JOBS) program

<b>Purpose/Outcomes</b>	This revenue Intergovernmental Agreement (IGA) provides funding to continue the Job Opportunity and Basic Skills (JOBS) workforce program in the County.
<b>Dollar Amount and Fiscal Impact</b>	This agreement is for \$1,150,550.75.
<b>Funding Source</b>	State of Oregon Department of Human Services. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2021 and terminates on June 30, 2023
<b>Previous Board Action</b>	The last biennium revenue agreement was approved by the Board of County Commissioners on June 6, 2019
<b>Strategic Plan Alignment</b>	1. Grow a Vibrant Economy--Provide customized employment services to individuals experiencing barriers to employment, so they can obtain and retain meaningful, career path employment. Connects a diverse qualified workforce to business partners. 2. Ensure safe, healthy and secure communities—Provides wrap around services for job seekers including access to housing resources, behavioral health and addiction care services.
<b>Counsel Review</b>	This revenue agreement has been reviewed and approved by County Counsel on 6/7/21, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No.
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	H3S / CFCC 10219

**BACKGROUND:**

Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department, requests the approval of the Intergovernmental Agreement #169358, with the State of Oregon, acting by and through its Department of Human Services for the Job Opportunity & Basic Skills (JOBS) program. CFCC will continue responsibility for service management to ODHS referred clientele. Agreement requirements include employment plan development; job preparation and placement; transition services; and self-sufficiency services. All contract services are to assist adult clients with employment and wrap around services.

This revenue intergovernmental agreement is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2023. This agreement has a maximum value of \$1,150,550.75.



**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Rowbaugh for Rodney A. Cook*

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 10219	<b>Division:</b> CFC	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Vandecoevering, Scott	<input checked="" type="checkbox"/> Revenue
	<b>Program Contact:</b> Harvey, Jennifer	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, July 1, 2021

**CONTRACT WITH:** State of Oregon DHS Self Sufficiency #169358

**CONTRACT AMOUNT:** \$1,150,550.75

**TYPE OF CONTRACT**

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - _____	<input checked="" type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other 7/1/2021 - 6/30/2023	<input checked="" type="checkbox"/> Retroactive Request? _____ - _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**


Has contract boilerplate language been altered, added, or deleted?

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Kathleen Rastetter    Date Approved: Monday, June 7, 2021  
OR  
 This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:**  \_\_\_\_\_  
Date: 6.7.21

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** State of Oregon DHS Self Sufficiency #169358

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 7/1/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Revenue agreement with State of Oregon DHS to administer the Jobs Opportunity and Basic Skills (JOBS) workforce program, serving participants on Temporary Assistance for Needy Families (TANF)

**H3S CONTRACT NUMBER:** 10219



**Agreement Number 169358**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS” and

**Clackamas County  
Acting by and through its Health, Housing and Human Services,  
Children, Family & Community Connections Division  
112 11<sup>th</sup> Street  
Oregon City, OR 97045  
Attention: Jennifer Harvey  
Telephone: 503-655-8842  
Fax: 503-655-8841  
E-mail address: [jharvey@clackamas.us](mailto:jharvey@clackamas.us)**

hereinafter referred to as “County.”

Work to be performed under this Agreement relates principally to ODHS’

**Office of Self-Sufficiency Programs  
District 15/Clackamas County  
315 Beaver Creek Road  
Oregon City, OR, 97045  
Agreement Administrator: Theresa Pruett or delegate  
Telephone: 503-422-2216  
E-mail address: [theresa.w.pruett@state.or.us](mailto:theresa.w.pruett@state.or.us)**

**1. Effective Date and Duration.**

This Agreement , when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by Department of Justice or on **July 1, 2021**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. 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: Definitions
- (2) Exhibit B, Part 1: Work Requirements and Standards
- (3) Exhibit B, Part 2: JOBS Services
- (4) Exhibit C: Payments and Financial Requirements
- (5) Exhibit D: Outcome Measures and Performance Deliverables
- (6) Exhibit E: Budget Summary
- (7) Exhibit F: Special Provisions
- (8) Exhibit G: Standard Terms and Conditions
- (9) Exhibit H: Insurance Requirements
- (10) Exhibit I: Federal Terms and Conditions
- (11) Exhibit J: Subcontractor Provisions
- (12) Exhibit K: JOBS Business Plan Sample Template
- (13) Attachment 1: Oregon SSP Districts Map
- (14) Exhibit L: Privacy and Security Agreement
- (15) Exhibit L-1: Third Party Information System Access Request (Form MSC 0785)

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.

b. 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, Exhibit I, Exhibit G, Exhibit B, Exhibit C, Exhibit D, Exhibit L, Exhibit E, Exhibit F, Exhibit A, Exhibit H, Exhibit J, Exhibit K, and Attachment 1.

**3. Consideration.**

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$1,150,550.75**. ODHS 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. ODHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. 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.

4. **Contractor or Subrecipient Determination.** In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, ODHS’ determination is that:

County is a subrecipient       County is a contractor       Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.558

5. The Agreement representatives for this Agreement shall be as follows:

a. ODHS:

Contract Administrator: ..... Theresa Pruett  
 ..... 315 Beavercreek Road  
 ..... Oregon City, OR 97045  
 Phone: ..... 503-422-2216  
 E-mail:..... theresa.w.pruett@state.or.us  
 District Manager: ..... Seth Lyon, 971-444-0144, seth.lyon@state.or.us  
 SSP Program Manager: Cristina Gonzales-Perry, 503-975-7681, cristina.gonzales-perry@state.or.us

b. County:

Contact: ..... Jennifer Harvey  
 ..... 112 11<sup>th</sup> Street  
 ..... Oregon City, OR 97045  
 Phone: ..... 503-655-8842  
 E-mail:..... jharvey@clackamas.us

**6. County Data and Certification.**

- a. **County Information.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: (      )                      Facsimile: (      )

**Proof of Insurance:** County shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

- b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, County hereby certifies under penalty of perjury that:

- (1) County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County;
- (2) The information shown in Section 5a. "County Information", is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at:  
<https://www.sam.gov/SAM;>
- (6) County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding;
  - (b) 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
  - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County's Federal Employer Identification Number (FEIN) provided is true and accurate. If this information changes, County is required to provide ODHS 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 WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS**

7. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Clackamas County, Acting by and through its Health, Housing and Human Services Children, Family & Community Connections Division**

**By:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon, acting by and through its Oregon Department of Human Services**

**By:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Approved via e-mail by Jeffrey J. Wahl, Assistant Attorney General  
Department of Justice

June 4, 2021  
Date



**DAN JOHNSON**  
DIRECTOR

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

June 24, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between Clackamas County and  
Oregon Department of Transportation for OR 212 at Foster Road  
Intersection Signal Improvements

<b>Purpose/Outcomes</b>	Clackamas County is seeking approval to allow the Department of Transportation and Development and Oregon Department of Transportation to go into an agreement for Intersection Signal Improvements at OR 212 at Foster Road.
<b>Dollar Amount and Fiscal Impact</b>	\$20,000
<b>Funding Source</b>	Road Fund
<b>Duration</b>	At time of agreement signature by both parties through and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
<b>Previous Board Action</b>	06/15/2021– Discussion item at issues
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure 2. Ensure safe, healthy, and secure communities
<b>Counsel Review</b>	Date of Counsel review:
<b>Procurement Review</b>	1. <i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This is an IGA
<b>Contact Person</b>	Joe Marek, Traffic Safety Supervisor 503-742-4705

**BACKGROUND:**

Oregon Department of Transportation (ODOT) is requesting a formal agreement with Clackamas County Department of Transportation and Development (DTD) to provide Intersection Signal Improvements for OR 212 at Foster Road. The total project cost is estimated to be \$45,000 and is subject to change. DTD would be responsible for \$20,000 towards the cost of the project and ODOT will be responsible for all remaining costs.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement with Clackamas County and ODOT for OR 212 at Foster Road Intersection Signal Improvements.

Respectfully submitted,

*Joe Marek*

**Joe Marek**  
Traffic Safety Supervisor

**INTERGOVERNMENTAL AGREEMENT  
OR 212 at Foster Road Intersection Signal Improvements**

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

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. State is doing signal improvements at the intersection of OR 212 and Foster Road. Agency has agreed to contribute towards this work as it benefits the county road system as well.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree to State installing signal upgrades at the signal at the intersection of OR 212 and Foster Road in order to offer protected/protected permissive left turns on the sidestreet and private access, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The total Project cost is estimated to be \$45,000 and is subject to change. Agency shall be responsible for \$20,000 towards the cost of the Project. State will be responsible for all remaining costs of the Project.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

**STATE OBLIGATIONS**

1. State shall take all steps necessary to complete the Project.
2. State shall, upon receipt of a fully executed copy of this Agreement, send Agency letter of request for an advance deposit in the amount of \$20,000 for the Project, said

amount being equal to Agency's portion of the work performed by State at Agency's request under State Obligations paragraph 1. State shall be responsible for all remaining costs of the Project.

3. State's Project Manager for this Project is Shyam Sharma, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### **AGENCY OBLIGATIONS**

1. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State a deposit in the amount of \$20,000 for the Project, said amount being equal to Agency's portion for the work performed by State at Agency's request under State Obligations paragraph 1.
2. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
3. Agency, if a county, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the county.
4. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
5. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

Agency/State  
Agreement No. 34730

6. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
7. Agency's Project Manager for this Project is Mike Bezner, 150 Beaver creek Road, Oregon City, 97045, 503-742-4651, mikebez@co.clackamas.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by

a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceed.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No

Agency/State  
Agreement No. 34730

waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

**SIGNATURE PAGE TO FOLLOW**



Agency/State  
Agreement No. 34730

**CLACKAMAS COUNTY**, by and through  
its Commissioners

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL (If required  
in Agency's process)**

By \_\_\_\_\_  
Agency's Counsel

Date \_\_\_\_\_

**Agency Contact:**

Mike Bezner  
150 Beaver Creek Road  
Oregon City, OR 97045  
503-742-4651  
mikebez@co.clackamas.or.us

**State Contact:**

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

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Traffic Engineer

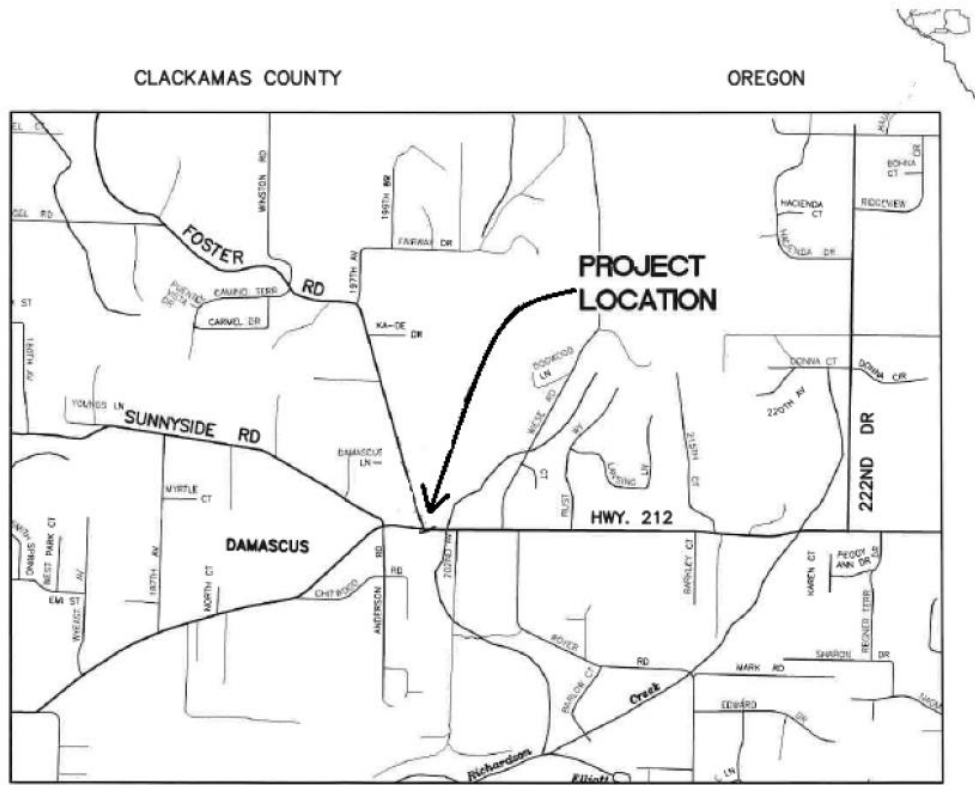
Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By     N/A      
Assistant Attorney General (If Over  
\$150,000)

Date \_\_\_\_\_

### EXHIBIT A – PROJECT LOCATION MAP



JTY

VICINITY MAP  
NOT TO SCALE



T. 2S, R. 3E, SEC. 5



**DAN JOHNSON**  
DIRECTOR

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

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment No. 1 of a Supplemental Project Agreement No. 31035 with  
Oregon Department of Transportation for the  
Jennings Ave: OR99E to Oatfield Rd Project

<b>Purpose/Outcomes</b>	The purpose of Amendment No. 1 is to incorporate various language changes to the original supplemental project agreement for the Jennings Ave: OR99E to Oatfield Rd Project.
<b>Dollar Amount and Fiscal Impact</b>	Overall Project Cost Estimate: \$5,277,909 Federal Surface Transportation Program funds: \$3,625,283 Surface Transportation Program Fund Exchange: \$1,000,000 County match: \$652,626
<b>Funding Source</b>	Federal Surface Transportation Program, Fund Exchange, and County Road Funds.
<b>Duration</b>	Completion of the Project or ten (10) years following the date of final execution of the original supplemental project agreement (July 18, 2017), whichever is sooner.
<b>Previous Board Action</b>	06/15/21: Discussion item at issues 01/21/21: BCC Approval of Amendment #1 to Contract with Murraysmith, Inc. for the Jennings Ave: OR99E to Oatfield Rd Project. 10/17/19: BCC Approval of a Contract with Murraysmith, Inc. for the Jennings Ave: OR 99E to Oatfield Rd Project. 10/11/18: BCC Approval of Intergovernmental Agreement No. 32338 for Right-of-Way Services with Oregon Department of Transportation for the Jennings Ave: OR99E to Oatfield Rd Project. 06/29/17: BCC Approval of Supplemental Project Agreement No. 31035 with Oregon Department of Transportation for the Jennings Ave: OR99E to Oatfield Rd Project. 01/01/17: BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects.
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of providing safe roads for the "users of the transportation system so they can travel safely and efficiently in Clackamas County." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Build a Strong Infrastructure" and "Ensure safe, healthy and secure communities" by constructing bicycle lanes and sidewalks.

<b>Procurement Review</b>	1. Was this item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no 2. If no, provide a brief explanation: This is an Amendment to an Intergovernmental Agreement.
<b>Counsel Review</b>	Reviewed Date: 05/17/21; NB
<b>Contact Person</b>	Bob Knorr, Project Manager 503-742-4680

**Background:**

Clackamas County obtained Federal Surface Transportation Program funding to construct improvements along Jennings Avenue from OR99E (McLoughlin Blvd) to Oatfield Road. The improvements include constructing a curb tight sidewalk on the north side of the road and constructing bike lanes on both sides of the road for enhanced bicycle and pedestrian connectivity. The total length of improvements is approximately three quarters (3/4) of a mile (approximately 3860 feet). The County entered into a Supplemental Project Agreement No. 31035 with the Oregon Department of Transportation to implement the project.

Amendment No. 1 to the Supplemental Project Agreement is required to incorporate language stating the Clackamas County's certification in ADA processes, increased project costs, revised ADA language, and revised indirect cost rate language; update certification status and indemnification language; and add new paragraphs regarding right of way, signature authorization and survival language. Amendment No. 1 does not change the duration of the agreement, which is completion of the project or ten years after execution of the Supplemental Project Agreement, which occurred on July 18, 2017.

The project's total estimated cost is \$5,277,909 with funding comprised of Surface Transportation Program (STP) funds (\$3,625,283), Surface Transportation Block Grant (STP Fund Exchange) (\$1,000,000), and County matching funds from the Road Fund (10.27% min) (\$652,626).

**Recommendation:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment No. 1 of the Supplemental Project Agreement with the Oregon Department of Transportation for the Jennings Ave: OR 99E to Oatfield Rd Project as listed in the agreement.

Respectfully Submitted,

*Bob Knorr*

Bob Knorr,  
Project Manager

**AMENDMENT NUMBER 01  
LOCAL AGENCY CERTIFICATION PROGRAM  
Supplemental Project Agreement No. 31035  
Jennings Ave: OR99E to Oatfield Rd  
Clackamas County**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” or “ODOT,” and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on July 18, 2017.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to incorporate language stating County’s Certification in ADA process, increase Project cost, revise ADA language, revise indirect cost rate language, update certification status, indemnification language, and new paragraphs regarding right of way, signature authorization and survival language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**
  - a. **RECITALS, Paragraph 3, Page 1, which reads:**
  3. Agency is certified in the areas of design (except for Bridge Design), advertising, bid and award, and construction contract administration. This will be test project for Formal Consultant selection.

**Shall be deleted in its entirety and replaced with the following:**

3. Certification status information as of the date of execution of this Agreement:
  - a. Agency is fully certified in the following functional area(s):
    - consultant selection (formal and informal processes)
    - design (excluding bridge design)
    - “advertise, bid, and award” for construction contracts
    - construction contract administration
  - b. Agency is conditionally certified in the following functional areas:
    - consultant selection (direct appoint process)
  - c. Agency is not currently seeking certification in the following functional area(s):
    - bridge design

d. The project described in this Agreement may be used as one of the required test projects described in the Local Agency Certification Program Agreement that Certified Agency must perform in order to obtain full certification in the following functional area(s):

- Consultant selection (direct appoint process)

e. Agency has had its Americans with Disabilities Act (ADA)-related design exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.

**b. TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:**

2. The Project shall be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. STP Urban (STP-U) funds for this Project shall be estimated at \$3,625,283. The total estimated cost of the Project is \$4,040,213, which is subject to change. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the available federal or state funds.

**Shall be deleted in its entirety and replaced with the following:**

2. The total Project cost is estimated at \$5,277,907, which is subject to change. Federal funds for this Project shall be limited to \$3,625,283.13. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the ODOT Regional Local Agency Liaison. Federal funds under this Agreement are provided under Title 23, United States Code.

**c. TERMS OF AGREEMENT, Paragraph 5-8, Page 2, which read:**

5. Information required by 2 CFR 200.331(a) (1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.

6. As required by 2 CFR 200.331(a)(4), the indirect cost rate for this project at the time the agreement is written is 38.17 percent (38.17%) and may change upon notice to ODOT and ODOT's subsequent written approval.

7. Agency shall invoice ODOT using the current indirect cost rate on file with ODOT at the time the work is performed, except that if Agency has selected

zero percent (0%), Agency shall invoice ODOT using the zero percent rate.

8. Agency may have other indirect cost rates for departments and or disciplines that have been approved for use by its cognizant agency and State and these rates may be used on the Project, as applicable.

**Shall be deleted in their entirety and replaced with the following:**

5. Information required by 2 CFR 200.332(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.

6. Indirect Cost Rate.

- a. As required by 2 CFR 200.332(a)(4), the indirect cost rates for this project at the time the agreement is written is 39.23% Transportation Safety and 33.94% Transportation Construction. These rates may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
- b. If the approved rates change during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.

7. RESERVED.

8. RESERVED.

**d. TERMS OF AGREEMENT, Paragraph 9, Page 2, which reads:**

9. Agency shall conduct a Formal Consultant selection, as a test project, advertise, bid, award the construction contract, and perform construction administration. Agency understands that this Project is a test project for consultant selection and a certified project in all other phases of the project and agrees to comply with all of the terms and conditions found in Certification Program Agreement No. 30923.

**Shall be deleted in its entirety and replaced with the following:**

9. Agency Work on this Project:

a. Agency shall perform the following functional area(s) in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement:

- consultant selection (formal and informal processes)
- design (excluding bridge design)

- “advertise, bid, and award” for construction contracts
- construction contract administration

**d. TERMS OF AGREEMENT, Paragraph 19, Page 4, which reads:**

**19. Americans with Disabilities Act Compliance:**

- a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (“ADA”) as identified in paragraph 1 of the **General Provisions** section of Local Agency’s Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.
- b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT’s current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.
- i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency’s approved equivalent, Agency agrees to submit an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State’s Regional Local Agency Liaison for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant.  
  
ODOT’s fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:  
  
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstructionForms1.aspx>
- i. **State inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- c. **Reimbursement:** State will not reimburse Agency for work that does not meet the applicable ODOT standards without an approved design



exception, regardless of whether the work is on a State-owned or an Agency-owned facility.

- d. **On-going Maintenance and Inspection Obligation:** Agency shall, at its own expense, maintain and periodically inspect any Project sidewalks, curb ramps, and pedestrian activated signals on portions of the Project under Agency's maintenance jurisdiction upon Project completion and throughout the useful life of the Project to ensure continuing compliance with the ADA. This provision shall survive termination of the Agreement.

**Shall be deleted in its entirety and replaced with the following:**

**19. Americans with Disabilities Act Compliance:**

- a. General: Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the General Provisions section of the Local Agency Certification Program Agreement.
- b. ADA Design Standards and Construction Specifications, and Inspections: Agency agrees to comply with the design and construction standards and the design exception documentation and approval requirements agreed to in the Standards section of the Local Agency Certification Program Agreement. In addition, with respect to ADA-related design standards, design exception approvals, construction specifications, and inspections, Agency agrees to comply with the following:
  - i. For portions of the Project on or along the Oregon State Highway System (state highway), Agency shall apply ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form. Agency further agrees to utilize ODOT standards to assess and ensure Project compliance with the ADA, and to document ramp inspections per subsection (c.)(i.) below. Design exceptions on State-owned facilities must be approved by State. For project locations on or along State-owned portions of the National Highway System ("NHS") design exceptions must be approved by State and/or FHWA.

- ii. For portions of the Project not on or along a state highway, including locally-owned portions of the NHS, Agency shall apply its own ADA-compliant design standards, construction specifications, design exception documentation and approval process, and inspection documentation process, as approved by State and FHWA for use on federally funded projects.
- c. ADA Inspection Forms: Prior to issuing the Second Notification, per Oregon Standard Specification 00180.50(g) or Agency's approved equivalent, Agency agrees to submit to State the following:
  - i. For all curb ramps constructed or altered as part of this Project on or along a state highway, submit completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison. The completed form is the required documentation from Agency that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:  
  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>  
X
  - ii. For all curb ramps not located on or along a state highway, Agency shall complete and keep on file Agency's ODOT- and FHWA-approved ADA curb ramp inspection form (or other approved document) to show that each Project curb ramp meets Agency's curb ramp standards and is ADA compliant or conforms to Agency's approved ADA design exception.
- d. State inspection: Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, located on or along the state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- e. Work Zone Access: Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone in accordance with the applicable ODOT or Agency Standards, as set forth in subsections (a) through (c) above. For any work zone on or along the state highway, any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route on or along the state highway is provided in accessible format to the public, people with disabilities, and

disability organizations at least 10 days prior to the start of construction in accordance with ODOT standards and processes.

- f. Reimbursement: Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT or Agency standards as set forth in subsections (a) through (c) above, regardless of whether the work is on a State-owned or an Agency-owned facility.
- g. On-going Maintenance Obligation: Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- h. Survival: Maintenance obligations in this section shall survive termination of this Agreement.

**d. TERMS OF AGREEMENT, Paragraph 22, Page 5, which reads:**

22. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the

contractor and subcontractor from and against any and all Claims.

**Shall be deleted in its entirety and replaced with the following:**

22. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (hereinafter, referred to individually and collectively as "Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

**e. Insert new TERMS OF AGREEMENT, Paragraphs 29, 30, 31, 32, and 33 to read as follows:**

29. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in Terms of Agreement, paragraphs 14-16, 19.f-h, 20-24, and 29-33 of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive.

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

31. Agency grants State or others designated by State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.

32. Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

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

3. **Counterparts**. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement**. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications 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.

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

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #19276) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

Agency/State  
Agreement No. 31035-01

**CLACKAMAS COUNTY**, by and through  
its elected officials

By \_\_\_\_\_  
County Commissioner, Chair  
Date \_\_\_\_\_

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

**LEGAL REVIEW APPROVAL  
(If required in Agency’s process)**

By \_\_\_\_\_  
County Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**  
Joel Howie, Civil Engineering  
Supervisor  
150 Beaver Creek Road  
Oregon City, OR 97045  
Phone: 503-742-4658  
[JHowie@co.clackamas.or.us](mailto:JHowie@co.clackamas.or.us)

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

By \_\_\_\_\_  
Delivery & Operations Division Administrator  
Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Traffic Roadway Engineer  
Date \_\_\_\_\_

By \_\_\_\_\_  
Certification Program Manager  
Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Manager  
Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Project Services Manager  
Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By Jennifer O'Brien via email  
Assistant Attorney General  
Date 3/31/21

**State Contact:**  
Mahasti Hastings, Local Area Liaison  
123 NW Flanders Street  
Portland, OR 97209  
Phone: 503-731-8595  
[Mahasti.V.HASTINGS@odot.state.or.us](mailto:Mahasti.V.HASTINGS@odot.state.or.us)



**DAN JOHNSON**  
DIRECTOR

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

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Master Grant Agreement with Oregon Department of Transportation for  
Fund Exchange Program (FEX)

<b>Purpose/Outcomes</b>	The purpose of the agreement is to approve a Master Grant Agreement for with the Oregon Department of Transportation to exchange Clackamas County's annual allocation of federal Surface Transportation Block Grant funds for state funds.
<b>Dollar Amount and Fiscal Impact</b>	Annual funding varies and is determined by the Oregon Department of Transportation. The annual funding allocated to the County has typically been between \$900,000 and \$1 million. Unused funding accumulates and remains available to the County. The Current total amount available to the County is \$4,071,006.53.
<b>Funding Source</b>	Federal Surface Transportation Block Grant funds exchanged for State Highway funds.
<b>Duration</b>	Upon execution through September 30, 2024.
<b>Previous Board Action</b>	6/15/2021: Discussion item at issues.
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience safe roads in good condition." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Ensure safe, healthy and secure communities".
<b>Counsel Review</b>	Date of Counsel review: 06/01/21, NB
<b>Procurement Review</b>	1. <i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. <i>This is an agreement.</i>
<b>Contact Person</b>	Joel Howie, Civil Engineering Supervisor 503-742-4658

**BACKGROUND:**

Clackamas County receives an annual allocation of federal Surface Transportation Block Grant (STBG) funds. The Fund Exchange program allows local agencies a flexible funding option for delivering transportation improvements without having to meet federal regulation requirements or having the oversight of the Oregon Department of Transportation (ODOT). ODOT determines the annual amount of state funds available to the County. If the County chooses not to request some or all state funds in a calendar year, the state funds will accumulate for the County's future use. Currently, the total amount available to the County is \$4,071,006.53.

The funds may only be used for transportation projects that are State Highway Trust Fund eligible and the funds may be used for all phases of a project including preliminary engineering, right of way, and construction. To receive a distribution of state funds, a funding request letter is required to be submitted to ODOT prior to ODOT disbursing the funds to the County via

electronic funds transfer. The Department of Transportation and Development expects the funds will be used on pavement preservation projects, ADA Ramp Improvement Projects, and other projects in the County's 5-year Capital Improvement Program. Currently the county plans to spend these funds on existing projects such as Kelso/Richey Paving Package, Sunnyside Road ADA Improvements: 122<sup>nd</sup> to 132<sup>nd</sup>, Sunnyside Road Pavement Preservation: 122<sup>nd</sup> to 162<sup>nd</sup>, and Webster Road Paving Package.

With this agreement, ODOT will exchange Clackamas County's annual allocation of STBG funds for state funds at \$0.94 in state funds for \$1.00 of STBG funds until December 31, 2021 and then \$0.90 in state funds for \$1.00 of STBG funds until the agreement terminates on September 30, 2024. STBG funds can be used on other federally funded projects as a match or over match without a reduction in the exchange rate.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Master Grant Agreement with ODOT for the Fund Exchange Program.

Respectfully submitted,

*Joel Howie*

Joel Howie,  
Civil Engineering Supervisor



**MASTER GRANT AGREEMENT  
OREGON DEPARTMENT OF TRANSPORTATION  
FUND EXCHANGE PROGRAM (FEX)**

This Master Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and **Clackamas County**, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall be from January 1, 2021 to September 30, 2024 (the “Term”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents attached to this Agreement:

- Exhibit A: **Recipient Requirements**
- Exhibit B: **Subagreement Insurance Requirements**
- Exhibit C: **Direct Deposit/ACH Credit Authorization**
- Exhibit D: **Funding Request Letter template**

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; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Grant Funds.** Pursuant to the Federal-Aid Project Guidelines and Working Agreement among ODOT, the Association of Oregon Counties and the League of Oregon Cities No. 32588 dated August 23, 2018, ODOT will annually make state funds available for which Recipient may exchange Recipient’s annual allocation of federal Surface Transportation Block Grant funds (“STBG Funds”). The state funds that ODOT annually makes available for exchange are referred to in this Agreement as the “Grant Funds.” ODOT will annually determine the amount of STBG Funds, and hence Grant Funds, available to the Recipient and announce the STBG Funds amount via ODOT’s website in January of each year.
- 4. Exchange Rate.** During the Term, ODOT will exchange Recipient’s annual allocation of STBG Funds for Grant Funds at the following rates:
  - a.** Ninety-four cents (\$0.94) in Grant Funds for one dollar (\$1.00) of STBG Funds until December 31, 2021.
  - b.** Ninety cents (\$0.90) in Grant Funds for one dollar (\$1.00) of STBG Funds January 1, 2022 and after.

## 5. Eligible Projects and Costs.

- a. Use of Grant Funds.** Grant Funds may only be used for transportation projects that are State Highway Trust Fund eligible, that is, those that are consistent with Article IX, Section 3a, of the Oregon Constitution (each such State Highway Trust Fund eligible transportation project is referred to in this Agreement as a “Project”). Grant Funds may be used for all phases of a Project, including, but not limited to, preliminary engineering, right of way, utility relocation, and construction.
- b. Eligible Costs.** Recipient shall use Grant Funds only for its actual costs to deliver Projects consistent with the terms of this Agreement (“Eligible Costs”).
  - i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
    - A.** reasonable, necessary and directly used for a Project;
    - B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of a Project; and
    - C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
  - ii.** Eligible Costs can include the purchase of aggregate or equipment, provided that:
    - A.** purchases or production of aggregate must be roadway-related and exclusively used for roadway work; and
    - B.** purchased equipment must be used exclusively for roadway purposes for the useful life of the equipment. Recipient shall clearly describe in the Funding Request, as that capitalized term is defined in Section 6.a., how it plans to use said equipment on roadways and for roadway purposes. In the event that the equipment is not used for roadway purposes, Recipient shall pay to ODOT the fair market rental value for Recipient’s non-roadway use of the equipment. The useful life and the fair market rental value of the equipment shall be determined by ODOT, based on the type and condition of equipment.
  - iii.** Eligible Costs do NOT include:
    - A.** loans or grants to be made to third parties; or
    - B.** any expenditures incurred before the Effective Date or after the Availability Termination Date.

## 6. Grant Funds Distribution Process

- a.** To receive a distribution of Grant Funds during the Term, Recipient shall submit a funding request letter to the ODOT Contact for approval (a “Funding Request”). The Funding Request

must be on Recipient letterhead and include all information set forth in the letter template attached as Exhibit D. If Recipient chooses not to request Grant Funds in a calendar year, the year's Grant Funds amount will accumulate ("bank") for Recipient's future use. ODOT's distribution of Grant Funds will be limited to Recipient's cumulative amount of Grant Funds available at the time a Funding Request is submitted. ODOT will not advance any Grant Funds based on anticipated future allocations of STBG Funds.

- b. Upon approving a Funding Request, ODOT will disburse the requested Grant Funds amount to Recipient via electronic funds transfer to the deposit account designated in Exhibit C.
- c. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement.
  - iii. Recipient's representations and warranties set forth in Section 7 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- d. **Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misspent Funds") must be returned to ODOT. Recipient shall return all Misspent Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its

terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of this Agreement will remain, current on all applicable state and local taxes, fees and assessments.

#### **8. Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or any Project funded by this Agreement, for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of this Agreement, and any transportation services rendered by Recipient. Without limiting the foregoing, ODOT may request, and Recipient shall provide, documentation of expenditures to confirm that Recipient uses Grant Funds only for State Highway Trust Fund eligible purposes. ODOT may also conduct on-site inspections of any Project funded under this Agreement to ensure that the Project is State Highway Trust Fund eligible.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or any Project funded by this Agreement for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.

- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 8 shall survive any expiration or termination of this Agreement.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of this Agreement.
  - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.
  - iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**

*Recipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient’s subagreement(s) from and against any and all Claims.*

- i. Any such indemnification shall also provide that neither Recipient’s subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient’s subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient’s subrecipient is prohibited from defending the State, or that

Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

- ii. For Projects that are on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit B. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit B.
  - iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
  - iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
  - i. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

## 10. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
  - i. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
  - ii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written

- notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
- iii. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
  - iv. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that is no longer allowable or no longer eligible for funding under this Agreement; or
  - v. If a Project funded under this Agreement would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

## 11. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

- b. **Contribution.**

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.



- e. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to implementation of Projects funded by this Agreement, including without limitation as described in Exhibit A. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.

- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the work, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing its work. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**SIGNATURE PAGE TO FOLLOW**

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

**Recipient Name**, by and through its elected officials

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL  
(If required in Recipient's process)**

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Vince Hall  
902 Abernathy Rd  
Oregon City, 97045  
503-650-3210  
VinceHal@clackamas.us

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

By \_\_\_\_\_  
Statewide Investment Management Section  
Manager

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Program & Funding Services Manager

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**ODOT Contact:**

Shelley Bokor  
555 13<sup>th</sup> Street NE  
Salem, OR 97301  
503-986-3621  
shelley.a.bokor@odot.state.or.us

## **EXHIBIT A**

### **Recipient Requirements**

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain and operate all roadways and equipment funded by this Agreement upon completion and throughout the useful life at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of any roadway work is defined as seven (7) years from its completion date (the "Project Useful Life").
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities or equipment.
5. **Americans with Disabilities Act Compliance**
  - a. **State Highway:** For portions of a Project located on or along the State Highway System or a State-owned facility ("state highway"):
    - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible meet current ODOT Highway Design Manual standards;
    - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
    - iii. At completion of a Project funded by this Agreement, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of a Project's completion and allow ODOT to inspect Project sidewalks, curb ramps, pedestrian-activated signals shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible located on or along a state highway prior to release of any Recipient contractor.
  - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of a Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project is designed, constructed and maintained in compliance with the ADA.
  - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:  
  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;  
  
Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
  - iii. Recipient assumes sole responsibility for ensuring compliance with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect completed Projects to confirm ADA compliance.
  - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of Projects funded by this Agreement. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

#### **6. Work Performed within ODOT's Right of Way**

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If a Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

#### **7. General Standards**

All Projects funded by this Agreement shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the program's investment meets the intent of the application and the program.

## **EXHIBIT B**

### **Subagreement Insurance Requirements**

#### **1. GENERAL.**

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

#### **2. TYPES AND AMOUNTS.**

##### **a. WORKERS COMPENSATION.**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### **b. COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**c. AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

**d. ADDITIONAL INSURED.**

The Commercial General Liability Insurance and Automobile Liability Insurance must include the “**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**” as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**e. “TAIL” COVERAGE.**

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.



**f. NOTICE OF CANCELLATION OR CHANGE.**

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

**g. CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

**The Recipient shall immediately notify ODOT of any change in insurance coverage.**



## EXHIBIT C

### DIRECT DEPOSIT/ACH CREDIT AUTHORIZATION

**Type of Action:**       NEW ENROLLMENT       CHANGE       CANCEL

By selecting the Change box and completing the form with new account information, or by selecting the Cancel box, you revoke your previous authorization for direct deposit.

**Payee Information:**

LEGAL NAME OF PAYEE (used for tax reporting): \_\_\_\_\_

BUSINESS NAME (DBA name if different from above): \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER (EIN OR SSN): \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Type of Bank Account:**

Checking account       Savings account

**Financial Institution Information** (attach voided check or a letter from the bank confirming the account name, routing number, and account number):

FINANCIAL INSTITUTION NAME: \_\_\_\_\_

NAME(S) ON ACCOUNT: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

ROUTING NUMBER: \_\_\_\_\_

FINANCIAL INSTITUTION ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Authorization:**

I authorize the Oregon Department of Transportation (ODOT) to initiate electronic credits and, if necessary, adjusting debit entries to reverse erroneous electronic payments, to the account designated on this form. I certify that I am authorized to enter into this agreement as the account holder or on behalf of the account holder. I acknowledge that the origination of ACH transactions to the authorized account must comply with the provisions of the law of the State of Oregon and the United States.

**International transaction certification** – I certify that the entire amount of my direct deposit is NOT ultimately deposited into a financial institution outside the United States.

This authorization will remain in effect until ODOT receives written notification from Payee of its termination in such time and in such manner as to afford ODOT and the depository financial institution a reasonable opportunity to act on it. If Financial Institution information changes, Payee agrees to promptly submit to ODOT an updated Direct Deposit/ACH Credit Authorization.

ODOT/Recipient  
Agreement No. 34782

AUTHORIZED NAME: \_\_\_\_\_

TITLE (if company account): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

Mail the completed form and voided check or bank letter to:

ODOT Financial Services, MS #21  
TEAMS Table Maintenance  
355 Capitol St NE  
Salem, OR 97301-3871 or  
FAX to (503) 986-3907

If you have questions, please call us at (503) 986-4385.

731-0781 (11/2016)

EXHIBIT D

<LETTERHEAD WITH CITY/COUNTY, ADDRESS>

<DATE>

Oregon Department of Transportation  
Program & Funding Services  
ODOT Mill Creek Building  
555 13th Street NE  
Salem, OR 97301

To Whom it May Concern:

Pursuant to its Master Grant Agreement no. <IGA #> with ODOT, <CITY/COUNTY> requests its allocation of federal [Surface Transportation Block Grant](#) (STBG) funds to finance the following transportation project(s) eligible under Oregon Constitution Article IX, Section 3a (the "Project"):

<DESCRIPTION OF GAS TAX ELIGIBLE ACTIVITIES/LOCATION>

<CITY/COUNTY> hereby exchanges \$<FEDERAL AMOUNT> in STBG funds for state funds at a ratio of 94 **or 90** cents in state funds for each dollar of STBG funds exchanged. Accordingly, we request ODOT to disburse to <CITY/COUNTY> a total of \$<.94 **or** .90 x FEDERAL AMOUNT> in state funds that <CITY/COUNTY> will use to finance the Project. <CITY/COUNTY>'s Vendor Number is <VENDOR #>.

By signing below, I certify that I am authorized to sign on behalf of the <CITY/COUNTY> and that the <CITY/COUNTY> will use the state funds received in accordance with the limitations of Oregon Constitution Article IX, Section 3a.

Please contact <NAME> at <PHONE NUMBER>, <EMAIL> if you have any questions or concerns regarding this request.

Sincerely,

<SIGNATURE>

<NAME>  
<TITLE>  
<EMAIL>



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with Brown Contracting, Inc. for the  
Sunnyside Road ADA Ramp Improvements (132<sup>nd</sup> -162<sup>nd</sup>)

<b>Purpose/Outcome</b>	The contract will retrofit 24 signalized intersection corners and 6 non-signalized intersection corners for ADA compliance along Sunnyside Road.
<b>Dollar Amount and Fiscal Impact</b>	Contract Value \$1,477,774.00, budgeted in DTD CIP Project #22280.
<b>Funding Source</b>	County Road Funds.
<b>Duration</b>	Contract Execution through June 30, 2022.
<b>Previous Board Action/Review</b>	04/11/2019: BCC Approval of a Contract with Murraysmith Inc. for Design Services for ADA Improvements. 08/20/2020: BCC Approval of an Amendment No. 2 with Murraysmith, Inc. for Design Services for ADA Improvements 06/15/2021: Discussion item at issues
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? This item supports the DTD Strategic Focus on "The public's increasing expectation that the transportation system will be safer and support a healthier community." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Build a strong infrastructure" and "Ensure safe, healthy and secure communities" by providing ADA compliant curb ramps and traffic signals ensuring safer pedestrian travel.
<b>Counsel Review</b>	Counsel Date: June 07, 2021 Counsel Initials: AN
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Joel Howie, Civil Engineering Supervisor 503-742-4658
<b>Contract No.</b>	<b>4034</b>

**Background:**

The contract will retrofit 24 signalized intersection corners and six non-signalized intersection corners for ADA compliance. This work is in advance of an asphalt concrete overlay scheduled for the summer of 2022. Work consists of furnishing, installing and removing temporary traffic control devices and temporary erosion control measures, constructing concrete curb ramp retrofits, constructing

pedestrian push button retrofits, installing or reinstalling new permanent signing and pavement markings, and other incidental work as called by the special provisions and plans.

The project work is anticipated to begin in the summer of 2021 following contract signing. Substantial completion will be not later than November 5, 2021, with final completion no later than June 30, 2022. The engineer's estimate was \$1,527,000.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on February 22, 2021. Bids were publicly opened on May 20, 2021. The County received four (4) bids: D&D Concrete and Utilities, Inc., \$1,890,740.00; Moore Excavation, Inc., \$1,524,606.00; Brown Contracting, Inc., \$1,477,774.00; and Lee Contractors Estimating, LLC, \$1,638,800.00. After review of the bids, Brown Contracting, Inc., was determined to be the lowest responsive bidder.

**Recommendation:**

Staff respectfully recommends that the Board approve and sign this public improvements contract with Brown Contracting, Inc. for the Sunnyside Road ADA Ramp Improvements project.

Sincerely,

*Joel Howie*

Joel Howie,  
Civil Engineering Supervisor  
Department of Transportation and Development

Placed on the BCC Agenda \_\_\_\_\_ by Procurement



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #4034

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and Brown Contracting, Inc., hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: #2021-37 Sunnyside Road ADA Ramp Improvements (132nd -162nd)

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of one million four hundred seventy-seven thousand seven hundred seventy-four dollars (\$1,477,774.00) (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
• Supplemental Instructions to Bidders
• Bid Form
• Performance Bond and Payment Bond
• Payroll and Certified Statement Form
• Instructions to Bidders
• Bid Bond
• Public Improvement Contract Form
• Prevailing Wage Rates
• Plans, Specifications and Drawings

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Highway Construction (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2018) referenced therein.

The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default

2. Representatives.

Contractor has named Sean Emrick as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

[X] Unless otherwise specified in the Contract Documents, the Owner designates Joel Howie as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

[ ] Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the

Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** Kaleb Nen shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Project Manager:** Kaleb Nen shall be the Contractor's project manager and will participate in all meetings throughout the project term.

**Job Superintendent:** Will Lighty shall be the Contractor's on-site job superintendent throughout the project term.

**Project Engineer:** Kaleb Nen shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: November 5, 2021

FINAL COMPLETION DATE: June 30, 2022

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

#### **5. Insurance Certificates and Required Performance and Payment Bonds.**

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

5.2 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in



addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

5.4 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

5.4.1 Such insurance shall be maintained until Owner has occupied the facility.

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have

a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

## **6. Responsibility for Damages/Indemnity.**

6.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

6.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section 6.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.

6.3 In claims against any person or entity indemnified under Section 6.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **7. Tax Compliance.**

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in

equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

### **8. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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 Contract.

### **9. Counterparts.**

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

### **10. Integration.**

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

### **11. Liquidated Damages**

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
- 11.1.1. \$ 700.00 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c).

**12. Compliance with Applicable Law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

**13. Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

**14. Escrow and Retainage.** If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage permitted under ORS 279C.560, the Owner will deposit the retainage in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization.

**15. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**Signature page to follow.**

**In witness whereof**, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:  
**Brown Contracting, Inc.**  
**P.O. Box 26439**  
**Eugene, Oregon 97402**

Contractor CCB # 114260 Expiration Date: 5/30/2023  
Oregon Business Registry # 514118-83 Entity Type: DBC State of Formation: Oregon

*Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.*

Brown Contracting, Inc.

Clackamas County Board of County Commissioners

Sean Emrick 6/4/2021  
Authorized Signature Date

\_\_\_\_\_  
Chair Date

Sean Emrick, Vice President  
Name / Title Printed

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

APPROVED AS TO FORM

         06/07/2021  
County Counsel Date



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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CLACKAMAS COUNTY  
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2021-37  
Sunnyside Road ADA Ramp Improvements (132<sup>nd</sup> -162<sup>nd</sup>)  
April 22, 2021

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Sunnyside Road ADA Ramp Improvements** Project until **May 20, 2021, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

**DELIVER BIDS TO:** Clackamas County Procurement Division via email to [procurement@clackamas.us](mailto:procurement@clackamas.us).

Bidding Documents can be downloaded from ORPIN at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No.C01010-2021-37-21.

Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

Engineers Estimate: \$1,500,000.00

Contact Information

Procurement Process and Technical Questions: Ryan Rice, [rrice@clackamas.us](mailto:rrice@clackamas.us)

Bids will be opened and publicly read aloud at the above Delivery address after the Bid Closing. Bid results will also be posted to the ORPIN listing shortly after the opening.

To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must prequalified in Miscellaneous Highway Appurtenances (MHA).**

**State Prevailing Wage**

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2021, which can be downloaded at the following web address:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx) The Work will take place in Clackamas County, Oregon.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules (“LCRB Rules”) govern this procurement process. LCRB Rules may be found at: <http://www.clackamas.us/code/documents/appendixc.pdf>. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the “Owner.”

#### **Article 1. Scope of Work**

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, and Plans, Specifications and Drawings.

#### **Article 2. Examination of Site and Conditions**

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such

Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

#### **Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications**

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Architect (read "Engineer" throughout in lieu of Architect as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the Bidder may submit to the Architect a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a



manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. All Addenda will be posted to the ORPIN listing and will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

#### **Article 4. Security to Be Furnished by Each Bidder**

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be

forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

#### **Article 5. Execution of Bid Bond**

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

#### **Article 6. Execution of the Bid Form**

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project

Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

#### **Article 7. Prohibition of Alterations to Bid**

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner's sole and absolute discretion.

#### **Article 8. Submission of Bid**

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

#### **Article 9. Bid Closing and Opening of Bids**

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the Procurement Website within a couple hours of the opening.

#### **Article 10. Acceptance or Rejection of Bids by Owner**

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

#### **Article 11. Withdrawal of Bid**

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

#### **Article 12. Execution of Contract, Performance Bond and Payment Bond**

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after

the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

### **Article 13. Recyclable Products**

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

### **Article 14. Clarification or Protest of the Solicitation Document or Specifications**

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

### **Article 15. Protest of Intent to Award**

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-

049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

### **Article 16. Disclosure of First-Tier Subcontractors**

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: # 2021-37

The following modify the Clackamas County “Instructions to Bidders” for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.

1. To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Miscellaneous Highway Appurtenances (MHA).**
2. The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, May 20, 2021. The Bid must be emailed to the following address: [Procurement@clackamas.us](mailto:Procurement@clackamas.us). **The email subject line must read “Bid for #2021-37 Sunnyside Road ADA Ramp.”** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion. Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

<https://clackamascounty.zoom.us/j/83789089777?pwd=dG14RUlmcWZZWnIvWStuWm5HMWY4Zz09>

Meeting ID: 837 8908 9777

Passcode: 703899

One tap mobile

+16699006833,,83789089777# US (San Jose)

+12532158782,,83789089777# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)  
Meeting ID: 837 8908 9777

**\*\*The Apparent Low bid results will be posted to the projects OPRIN listing as soon as possible following the bid opening.**

- 3. Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). “Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST  
(FORM 1)**

Prime Contractor Name: *Brown Contracting, Inc.*

Total Contract Amount: *\$1,477,774*

Project Name: #2021-37 Sunnyside Road ADA Ramp Improvements (132nd -162nd)

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.	
DOW BIDDER WILL SELF-PERFORM (GFE not required)	
<i>Traffic Control</i>	<i>Trucking</i>
<i>Excavation + Grading</i>	
<i>Concrete Work</i>	
<i>Asphalt Patching</i>	

PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Hand delivery to Procurement, 2051 Kaen Road, Oregon City, OR 97045 or email to [procurement@clackamas.us](mailto:procurement@clackamas.us) within 2 hours of the BID/Quote Closing Date/Time

<b>LIST ALL SUBCONTRACTORS BELOW</b> Use <b>correct legal name</b> of Subcontractor (No Assumed Business Names)	<b>Division of Work</b> (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	<b>DOLLAR AMOUNT OF SUBCONTRACT</b>	If Certified or self-reporting MBE/WBE/ESB Subcontractor		
			Check box <input checked="" type="checkbox"/>	MBE	WBE
Name <i>JBL SIGNS</i> Address <i>319 A. St.</i> City/St/Zip <i>Springfield, OR 97477</i> Phone# <i>541-744-8041</i> OCCB# <i>230308</i>	<i>Signs</i>	<i>\$8,750</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Name <i>Prairie Electric</i> Address <i>6000 NE 88th</i> City/St/Zip <i>Vancouver, WA 98665</i> Phone# <i>360-573-2750</i> OCCB# <i>60178</i>	<i>Electrical</i>	<i>\$298,719</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name <i>Hawks Striping</i> Address <i>PO Box 9127</i> City/St/Zip <i>Beaverton, OR 97005</i> Phone# <i>503-364-4577</i> OCCB# <i>64685</i>	<i>Striping</i>	<i>\$9,200</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name <i>Ron Bush Survey</i> Address <i>16151 SE Bluff Rd.</i> City/St/Zip <i>Sandy, OR 97055</i> Phone# <i>503-668-8265</i> OCCB#	<i>Survey</i>	<i>\$19,450</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor: *Brown Contracting*  
Project: #2021-37 Sunnyside Road ADA Ramp Improvements (132nd -162nd)

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
<i>All Seal Striping</i>	<i>Striping</i>	<i>5/13/21</i>	<i>5/17</i>	<i>left msg.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>-</i>	<i>No Bid</i>	<i>left message</i>
<i>Green Sweep Asphalt Service</i>	<i>Striping</i>	<i>5/13</i>	<i>5/17</i>	<i>Jennifer</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>-</i>	<i>Not bidding</i>	<i>Not bidding</i>
<i>JBL</i>	<i>Striping</i>	<i>5/13</i>	<i>5/17</i>	<i>Leslie</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>-</i>	<i>she said signs only</i>	
<i>OR Asphalt Maint.</i>	<i>Striping</i>	<i>5/13</i>	<i>5/17</i>	<i>No answer</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>-</i>	<i>no bid</i>	
<i>Cartello</i>	<i>Signs</i>	<i>5/13</i>	<i>5/17</i>	<i>Tara</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>-</i>	<i>No bid</i>	<i>busy</i>
<i>Egami</i>	<i>Signs</i>	<i>5/13</i>	<i>5/17</i>	<i>Reed</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>\$14,000</i>	<i>price is high</i>	
<i>JBL</i>	<i>Signs</i>	<i>5/13</i>	<i>5/17</i>	<i>Leslie</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<i>\$8,250</i>	<i>-</i>	<i>-</i>

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor: *Brown Contracting*  
Project: #2021-37 Sunnyside Road ADA Ramp Improvements (132nd - 162nd)

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
O'Banco Eng.	Survey	5/13	5/17	Tedd	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$9,605	very incomplete bid	
Alliance Geo.	Survey	5/13	5/18	Jason	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	—	no bid	
Kurakashi	Survey	5/13	5/18	Greg	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$81,100	very high price	
Cox Electric	Electrical	5/13	5/18	Steve	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	—	No bid	busy
Affordable	Electrical	5/13	5/18	Pa	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	—	Never Received a bid	
Belco	Electrical	5/13	5/18	Rob	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	—	Tax fee out of town	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			



**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
PROJECT COMPLETION REPORT  
(FORM 3)**

Prime Contractor Name:

Total Contract Amount:

Project Name: #2021-37 Sunnyside Road ADA Ramp Improvements (132nd -162nd)

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

<b>LIST ALL SUBCONTRACTORS BELOW</b> Use <b>correct legal name</b> of Subcontractor (No Assumed Business Names)	<b>Division of Work</b> (Painting, electrical, landscaping, etc.) List <b>ALL</b> DOW performed by Subcontractors	<b>FINAL DOLLAR AMOUNT OF SUBCONTRACT</b>	If Certified or self-reported MBE/WBE/ESB Subcontractor  Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. .

\_\_\_\_\_  
Authorized Signature of Contractor Representative

\_\_\_\_\_  
Date



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: #2021-37 Sunnyside Road ADA Ramp Improvements (132nd -162nd)

We, BROWN CONTRACTING, INC., as "Principal,"
(Name of Principal)

and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, an CONNECTICUT Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County ("Obligee") the sum of (\$ \*\*10%\*\* )

NOT TO EXCEED TEN PERCENT OF AMOUNT BID\*\*\* dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. ) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 13th day of MAY, 20 21.

Principal: BROWN CONTRACTING, INC.

Surety: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: [Signature]

By: Attorney-In-Fact [Signature]

Signature

MICHELLE BENCH

Name

Vice President

ONE TOWER SQUARE-2SHS

Address

Attest: [Signature]

HARTFORD CONNECTICUT 06183

City State Zip

Corporation Secretary

541-741-0550
Phone

541-741-1674
Fax



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michelle Bench** of **SPRINGFIELD Oregon**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. **IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of **January, 2019**.



State of Connecticut

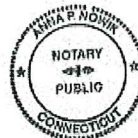
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of **June, 2021**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13TH day of **MAY**, 2021



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: #2021-37 Sunnyside Road ADA Ramp Improvements (132nd -162nd)  
BID CLOSING: May 20, 2021, 2:00 PM, Pacific Time  
BID OPENING: May 20, 2021, 2:05 PM, Pacific Time

FROM: Brown Contracting, Inc.  
*Bidder's Name (must be full legal name, not ABN/DBA)*

TO: Clackamas County  
Procurement Division – [procurement@clackamas.us](mailto:procurement@clackamas.us)

1. Bidder is (check one of the following and insert information requested):

- a. An individual; or
- b. A partnership registered under the laws of the State of \_\_\_\_\_; or
- c. A corporation organized under the laws of the State of OREGON; or
- d. A limited liability corporation organized under the laws of the State of \_\_\_\_\_;

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

One million four-hundred seventy-seven thousand seven hundred seventy-four dollars and zero cents Dollars (\$ 1,477,774.00 )

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form

• ADDENDA numbered      through     , inclusive (fill in blanks)

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: **N/A**

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with the project specifications: **Provide the attached Bid Schedules with Bid.**

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for **Sunnyside Road ADA Improvements: 132<sup>nd</sup> – 162<sup>nd</sup>**.

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of Alternatives (if any).

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

Travelers Surety Co.

*(name of surety company - not insurance agency)*

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned  **HAS**,  **HAS NOT** (*check one*) paid unemployment or income taxes in Oregon within the past 12 months and  **DOES**,  **DOES NOT** (*check one*) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 114260. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF Corp., Policy No. 523102, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive: Kaleb Mey, Cell Phone: 541-912-4591,  
Project Manager: Kaleb Mey, Cell Phone: 541-912-4551,  
Job Superintendent: Will Lighty, Cell Phone: 541-206-4440,  
Project Engineer: Kaleb Mey, Cell Phone: 541-912-4591.

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

**REMINDER:** Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM Brown Contracting, Inc.  
ADDRESS PO Box 26439  
Eugene, OR 97402  
TELEPHONE NO 541-338-9345  
EMAIL Sean@browncontracting.net  
SIGNATURE 1) \_\_\_\_\_  
Sole Individual  
or 2) \_\_\_\_\_  
Partner  
or 3) Sean W. Brown Vice-President  
Authorized Officer or Employee of Corporation

\*\*\*\*\* END OF BID \*\*\*\*\*

**Sunnyside Road ADA Improvements: 132nd-162nd  
Clackamas County  
Final Construction Cost Estimate**

#2021-37		Sunnyside Road ADA Improvements: 132nd-162nd Clackamas County, Oregon		BID SCHEDULE		
ITEM NO.	BID ITEM CODE	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL PRICE
<b>00100 - GENERAL CONDITIONS</b>						
1	00196	EXTRA WORK AS AUTHORIZED	FA	1	\$50,000.00	\$50,000.00
<b>00200 - TEMPORARY FEATURES AND APPURTENANCES</b>						
2	00210	MOBILIZATION	LS	1	130,000.-	130,000
3	00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	88,809.-	88,809
4	00225	STRIPE REMOVAL	FOOT	80	5.-	400
5	00225	BAR REMOVAL	SQFT	110	16.-	1,760
6	00280	EROSION CONTROL	LS	1	1,200.-	1,200
7	00280	SEDIMENT FENCE	FOOT	600	1.-	600
8	00280	INLET PROTECTION, TYPE 3	EACH	25	55.-	1,375
9	00280	INLET PROTECTION, TYPE 4	EACH	10	60.-	600
10	00280	INLET PROTECTION, TYPE 7	EACH	10	85.-	850
11	00280	INLET PROTECTION, TYPE 10	EACH	3	130.-	390
12	00290	POLLUTION CONTROL PLAN	LS	1	500.-	500
<b>00300 - ROADWORK</b>						
13	00305	CONSTRUCTION SURVEY WORK	LS	1	25,000.-	25,000
14	00310	REMOVAL OF SURFACINGS	SY	2,820	42.-	118,440
<b>00400 - DRAINAGE AND SEWERS</b>						
15	00490	ADJUSTING BOXES	EACH	4	400.-	1,600
16	00490	ADJUSTING INLETS	EACH	6	1,200.-	7,200
17	00490	MINOR ADJUSTMENT OF MANHOLES	EACH	3	1,500.-	4,500
<b>00600 - BASES</b>						
18	00640	AGGREGATE BASE	TON	650	111.-	72,150
<b>00700 - WEARING SURFACES</b>						
19	00744	LEVEL 2, 1/2 INCH ACP MIXTURE, PG 64-22	TON	300	350.-	105,000
20	00749	EXTRA FOR ASPHALT PLUG	SQFT	6,730	3.-	20,190
21	00759	CONCRETE CURBS, CURB AND GUTTER	FOOT	1,640	75.-	123,000
22	00759	CONCRETE CURBS, STANDARD CURB	FOOT	70	77.-	5,390
23	00759	CONCRETE WALKS	SQFT	15,790	17.-	268,430
24	00759	EXTRA FOR CURB RAMPS	EACH	51	850.-	43,350
25	00759	TRUNCATED DOMES ON NEW SURFACES	EACH	51	500.-	25,500
<b>00800 - PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES</b>						
26	00860	LONGITUDINAL PAVEMENT MARKINGS - PAINT	FOOT	190	10.-	1,900
27	00867	PAVEMENT BAR, TYPE B-HS	SQFT	780	27.5E 13.-	10,140
<b>00900 - PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS</b>						
28	00902	CROSSWALK CLOSURE SUPPORTS	EACH	14	1,500.-	21,000
29	00905	REMOVE AND REINSTALL EXISTING SIGNS AND EXISTING SUPPOR	LS	1	500.-	500
30	00990	TRAFFIC SIGNAL MODIFICATION, 132ND AVE/ SE SUNNYSIDE RD	LS	1	40,000.-	40,000
31	00990	TRAFFIC SIGNAL MODIFICATION, 142ND AVE/ SE SUNNYSIDE RD	LS	1	48,000.-	48,000
32	00990	TRAFFIC SIGNAL MODIFICATION, 147TH AVE/ SE SUNNYSIDE RD	LS	1	40,000.-	40,000
33	00990	TRAFFIC SIGNAL MODIFICATION, 152ND AVE/ SE SUNNYSIDE RD	LS	1	88,000.-	88,000
34	00990	TRAFFIC SIGNAL MODIFICATION, 157TH AVE/ SE SUNNYSIDE RD	LS	1	55,000.-	55,000
35	00990	TRAFFIC SIGNAL MODIFICATION, 162ND AVE/ SE SUNNYSIDE RD	LS	1	50,000.-	50,000
<b>01000 - RIGHT-OF-WAY DEVELOPMENT AND CONTROL</b>						
36	01030	ROADSIDE RESTORATION	LS	1	27,000.-	27,000

PROPOSED COST BID SCHEDULE 1,477,774.<sup>00</sup>  
(Numerically)

PROPOSED COST BID SCHEDULE One million four-hundred seventy-seven thousand seven hundred seventy-four dollars and zero cents  
(Written in Words)

COMPANY NAME Brown Contracting, Inc.

AUTHORIZED SIGNATURE [Signature]



**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**PROJECT: #2021-37 Sunnyside Road ADA Ramp Improvements (132nd -162nd)**

**BID OPENING: May 20, 2021, 2:00 PM, Pacific Time**

**Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.**

**INSTRUCTIONS:**

This First-Tier Subcontractor Disclosure Form ("Form") must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

The Form may be mailed, hand-delivered or emailed to: Procurement@clackamas.us. It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. **ATTACH ADDITIONAL SHEETS IF NECESSARY.**

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	<u>PRAIRIE ELECTRIC</u>	<u>\$298,719</u>	<u>ELECTRICAL</u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: Brown Contracting, Inc.

Bidder Signature:  Phone # 541-338-9345





CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 107369719

Solicitation: #2021-37

Project Name: Sunnyside Road ADA Ramp Improvements (132nd -162nd)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Surety #1)	Bond Amount No. 1:	\$ <u>1,477,774.00</u>
(Surety #2)*	Bond Amount No. 2:*	\$ _____
* If using multiple sureties	Total Penal Sum of Bond:	\$ <u>1,477,774.00</u>

We, BROWN CONTRACTING, INC. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) ONE MILLION FOUR HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED SEVENTY FOUR NO/100\*\*(\$1,477,774.00) (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in

all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.


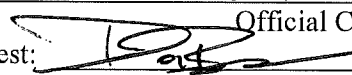
Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

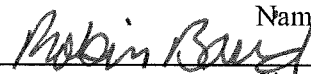
Dated this 3RD day of JUNE, 2021.

**PRINCIPAL:** BROWN CONTRACTING, INC.

By:   
Signature  
Vice-President  
Official Capacity  
Attest:   
Corporation Secretary

**SURETY:** TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
*[Add signatures for each if using multiple bonds]*

BY ATTORNEY-IN-FACT:  
*[Power-of-Attorney must accompany each bond]*

ROBIN BAIRD  
Name  
  
Signature  
ONE TOWER SQUARE-2SHS  
Address  
HARTFORD, CONNECTICUT 06183  
City State Zip  
541-741-0550 541-741-1674  
Phone Fax



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 107369719  
Solicitation: #2021-37  
Project Name: Sunnyside Road ADA Ramp Improvements (132nd -162nd)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Surety #1)	Bond Amount No. 1:	\$ <u>1,477,774.00</u>
(Surety #2)*	Bond Amount No. 2:*	\$ _____
* If using multiple sureties	Total Penal Sum of Bond:	\$ <u>1,477,774.00</u>

We, BROWN CONTRACTING, INC., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) ONE MILLION FOUR HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED SEVENTY FOUR NO/100\*\*(\$1,477,774.00) (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and

shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 3RD day of JUNE, 2021.

**PRINCIPAL:** BROWN CONTRACTING, INC.

By: 

Signature

Vice-President

Official Capacity

Attest: 

Corporation Secretary

**SURETY:** TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA


*[Add signatures for each if using multiple bonds]*

BY ATTORNEY-IN-FACT:

*[Power-of-Attorney must accompany each bond]*

ROBIN BAIRD

Name



Signature

ONE TOWER SQUARE-2SHS

Address

HARTFORD, CONNECTICUT 06183

City State Zip

541-741-0550 541-741-1674

Phone Fax



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

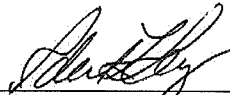
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robin Baird** of **SPRINGFIELD Oregon**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

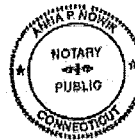
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

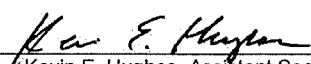
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3RD day of JUNE, 2021



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT  
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

**PROJECT: #2021-37 Sunnyside Road ADA Ramp Improvements (132nd -162nd)**

**Project Background:**

The contract will retrofit 24 signalized intersection corners and 6 non-signalized intersection corners for ADA compliance. This work is in advance of an asphalt concrete overlay scheduled for the summer of 2022. Work consists of furnishing, installing and removing temporary traffic control devices and temporary erosion control measures, constructing concrete curb ramp retrofits, constructing pedestrian push button retrofits, installing or reinstalling new permanent signing and pavement markings, and other incidental work as called by the special provisions and plans.

**Engineers Estimate:** \$1,500,000.00

**Key Dates:**

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued

Substantial Completion: November 5, 2021

Final Completion: June 30, 2022

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the project Specifications.

**The Scope further includes the following Plans, Specifications and Drawings:**

SPECIAL PROVISIONS FOR SUNNYSIDE ROAD ADA IMPROVEMENTS: 132<sup>ND</sup> – 162<sup>ND</sup>,  
dated March 2021

Drawing Set, Sheets No. 1;

**SPECIAL PROVISIONS**  
**FOR**  
**SUNNYSIDE ROAD ADA IMPROVEMENTS: 132<sup>ND</sup> – 162<sup>ND</sup>**

**CLACKAMAS COUNTY DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT**

**CLACKAMAS COUNTY, OREGON**



Earthwork and Drainage, Electrical, and Miscellaneous

March 2021

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT


SPECIAL PROVISIONS

FOR

SUNNYSIDE ROAD ADA IMPROVEMENTS: 132<sup>ND</sup> – 162<sup>ND</sup>  
CIP #22280

CLACKAMAS COUNTY, OREGON

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>Digitally signed by Andrew H Giesy Date: 2021.03.18 19:58:01-07'00'</p> <p>OREGON ANDREW HENRY GIESY JUNE 2, 2011 RENEWS 06-30-2021</p>	<p>I certify the Special Provisions Sections listed below are applicable to the design for the subject project for traffic and roadway improvements. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section 00210, 00220, 00225, 00280, 00290, 00305, 00310, 00320, 00440, 00490, 00640, 00730, 00744, 00749, 00759, 00850, 00860, 00867, 00902, 00905, 00920, 00930, 00940, 01030, 02001, 02020, 02030, 02040, 02050, 02080, 02440, 02450, 02910</p>
<p>Date Signed: 03-18-2021</p>	

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST



CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT


SPECIAL PROVISIONS

FOR

SUNNYSIDE ROAD ADA IMPROVEMENTS: 132<sup>nd</sup> – 162<sup>nd</sup>  
CIP #22280

CLACKAMAS COUNTY, OREGON

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>EXPIRES: DEC. 31, 2021</p>	<p>I certify the Special Provisions Sections listed below are applicable to the design for the subject project for traffic and roadway improvements. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section 00950, 00960, 00962, 00990, 02530, 02560, 02920, 02925</p>
<p>Date Signed: <u>3/18/2021</u></p>	

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

SUNNYSIDE ROAD ADA IMPROVEMENTS: 132<sup>ND</sup>-162<sup>ND</sup>, CLACKAMAS COUNTY, OREGON

The Sunnyside Road ADA Improvements: 132<sup>nd</sup> – 162<sup>nd</sup> Project is a curb ramp retrofit contract. This contract will retrofit 24 signalized intersection corners and 6 non-signalized intersection corners for ADA compliance. Sunnyside Rd is classified as a major arterial, and has an average daily traffic of 36,055 vehicles per day east of 132<sup>nd</sup> Ave and 23,595 vehicles per day west of 162<sup>nd</sup> Ave. The project includes:

1. Furnish, install and remove temporary traffic control devices and temporary erosion control measures.
2. Construct concrete curb ramp retrofits.
3. Construct pedestrian push button retrofits.
3. Reinstall or install new permanent signing and pavement markings.
4. Perform additional and incidental Work as called for by the Specifications and Plans.

### **APPLICABLE SPECIFICATIONS**

The Specification that is applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter or the APWA.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

### **CLASS OF PROJECT**

This is a Clackamas County Project and it is not federally funded.

### **CLASS OF WORK**

Earthwork and Drainage (EART)  
Electrical (ELEC)  
Miscellaneous (MHA)

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## Section 00110 – Organization, Conventions, Abbreviations and Definitions

Comply with Section 00110 of the Standard Specifications modified as follows:

**00110.05(a) Grammar** - Add the following bullet to the bullet list:

- For the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

**00110.05(e) Reference to Websites** - Add the following bullet list to the end of this subsection:

- Clackamas County  
<https://www.clackamas.us/transportation>
- ODOT Construction Section  
[www.oregon.gov/odot/construction/pages/index.aspx](http://www.oregon.gov/odot/construction/pages/index.aspx)
- ODOT Construction Section - Qualified Products List (QPL)  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx)
- ODOT Traffic Control Plans Unit  
[www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx)
- ODOT Traffic Standards  
[www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx)

**00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits**

Add the following to the first bullet (Statutes and Rules):

- Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website (<https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8-c69ee7334685>).

**00110.10 Abbreviations**

Add the following:

- CCDA - Clackamas County Development Agency
- DTD - Clackamas County Department of Transportation and Development
- LCRB - Local Contract Review Board
- ODFW - Oregon Department of Fish and Wildlife
- UNS - Utility Notification System
- WES - Water Environment Services of Clackamas County

## 00110.20 Definitions

Add or modify definitions as follows:

**Agreement Form** – The written agreement between the Owner and Contractor covering the work to be performed under the contract.

**Amendment** – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division C-049-160, prior to approval of such work.

**Approved Equal** - Materials or services proposed by the Contractor and approved by the County as equal substitutes for those materials or services specified.

**Award** – Same as “Notice to Intent to Award”.

**BCC** – The Clackamas County Board of County Commissioners

**Bid** - A written offer by a bidder on forms furnished by the County to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

**Bid Closing** - The date and time for Bid Closing is the same as the date and time for Bid Opening.

**Bid Documents**- The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2018 edition.
- Plans and drawings
- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

**Bonds** - The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

**Change Order** - A price agreement for Extra Work, Changed Work, field directives, or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed upon, in writing, by the County Project Manager and the Contractor's designated representative.

**Contract** - The written contract agreement, including amendments, signed by the Contractor and Clackamas County, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the County.

**Contract Documents** - The Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, Amendments, the Plans and Drawings, the Agreement, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the County and further identified by the signature of the parties and all modifications thereof incorporated in the documents before their execution.

**County** - The term "County" shall mean Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

**Department** – A subdivision of the Agency.

**Engineer** - The County's Project Manager either acting directly or through an authorized representative(s). When referring to approval of extra work or other Contract modifications, "Engineer" also refers to the County's legal authority according to the LCRB rules.

**Invitation to Bid** - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

**Legal Holiday** - As defined in ORS 279C.540.

**Lump Sum** - A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

**Notice of Intent to Award** - A written notice from the County notifying bidders that the County intends to award to the responsible bidder submitting lowest responsive bid.

**ODOT Procurement Office** – Clackamas County Purchasing Department.

**Owner** – Synonymous with Agency.

**Plan Holder's List** – A list of contractor's names, contact names, phone and fax numbers that the County's Purchasing Department creates during bidding of the Project.

**Project Manager** – The Owner’s representative who directly supervises the engineering and administration of the contract.

**Shop Drawings** – Synonymous with Working Drawings.

**Solicitation Document** – Synonymous with Bid Documents.

**Standard Drawings** – The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

**Standard Specifications** - "Oregon Standard Specifications for Construction", current edition, published by the Oregon Department of Transportation and as amended by **the Agency**.

**State** - Where the term “State” or “State of Oregon” or “ODOT” appears in the contract documents it shall mean “Clackamas County”, “State of Oregon”, or “ODOT” as applicable because of context.

**Work Day** - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and Legal Holidays.

## END OF SECTION

### Section 00120 – Bidding Requirements and Procedures

Comply with Section 00120 of the Standard Specifications modified as follows:

**00120.00 Prequalification of Bidders** - Delete and replace with the following:

See Instructions to Bidders.

**00120.01 General Bidding Requirements** – Delete and replace with the following:

See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.05 Request for Plans, Special Provisions, and Bid Booklets:** – Delete and replace with the following:

Bid documents may be obtained from the Clackamas County Procurement Division as indicated in Notice of Public Improvement Contract Opportunity.

Copies of the 2018 Oregon Standard Specifications for Construction and Supplements might be found on the Oregon Department of Transportation website at:

[http://www.oregon.gov/ODOT/Business/Pages/Standard\\_Specifications.aspx](http://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx)

**00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered** – Delete the third paragraph.



**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids -**  
Delete and replace with the following:

See Instructions to Bidders.

**00120.40 Preparation of Bids –** Delete and replace this section with the following:

See Instructions to Bidders.

**00120.45 Submittal of Bids -** Delete and replace with:

See Instructions to Bidders.

**00120.50 Submitting Bids for More than One Contract –** Delete this subsection.

**00120.60 Revision or Withdrawal of Bids -** Delete and replace with the following:

See Instructions to Bidders.

**00120.68 Mistakes in Bids –** Delete and replace with the following:

See Instructions to Bidders.

**00120.70 Rejection of Nonresponsive Bids –** Delete and replace with the following:

See Instructions to Bidders.

**00120.95 Opportunity for Cooperative Arrangement –** Delete this section.

## **END OF SECTION**

### **Section 00130 – Award and Execution of Contract**

Comply with Section 00130 of the Standard Specifications modified as follows:

**00130.00 Consideration of Bids -** Delete third paragraph.

**00130.10 Award of Contract -** Delete and replace with the following:

See Instructions to Bidders.

**00130.15 Right to Protest Award –** Delete and replace with the following:

See Instructions to Bidders.

**00130.30 Contract Booklet –** Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2018 Edition, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.
- Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.

**00130.40 Contract Submittals** - Delete and replace with the following:

See Instructions to Bidders.

**00130.70 Release of Bid Guaranties** – Delete and replace with the following:

See Instructions to Bidders.

**00130.80 Project Site Restriction-** Replace the paragraph that begins "Until the Agency sends...", with the following paragraph:

Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment or workers onto the Project Site.

## END OF SECTION

### Section 00140 – Scope of Work

Comply with Section 00140 of the Standard Specifications modified as follows:

**00140.30 Agency-Required Changes in the Work** – Replace the last paragraph with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the Work as modified via Change Order, which may be subject to approval as an Amendment.

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

**00140.31 "As-Built" Records** - Add the following section:

Maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and current "as-built" drawings are a specified requirement for full partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of "as-built" drawings.

The "as-built" drawings must show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- 1) Record location of underground services and utilities as installed.
- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- 3) Record changes in dimension, location, grade or detail to that shown on the plans.
- 4) Record changes made by change order.
- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.

## **END OF SECTION**

### **Section 00150 – Control of Work**

Comply with Section 00150 of the Standard Specifications modified as follows:

**00150.00 Authority of the Engineer** – Delete and replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension.

**00150.05 Cooperative Arrangements** – Delete this section.

#### **00150.10 Coordination of Contract Documents**

**(a) Order of Precedence** – Delete this section and replace with the following:

The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Approved Amendments;
- Approved Change Orders

- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Agreement Form;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications;
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

**00150.15(a) General** – Delete this subsection.

**00150.15(b) Agency Responsibilities** - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will:

- Provide copies of plans and specifications.
- Perform measurements and calculations for pay quantities.
- Perform final "as constructed" measurements.

**00150.15(c) Contractor Responsibilities** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall be responsible to furnish all field controls for setting principal lines, grades, and measurements as needed to construct the Work as indicated in the Contract Documents.

**00150.50 Cooperation with Utilities:** Add the following to the end of Paragraph (a):

There may be other utility servers who are not specifically listed in these Special Provisions or on the Plans that may be adjusting or inspecting their facilities within the project limits.

**00150.50(c) Contractor Responsibilities** – Add the following to the bulleted list:

- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);

- Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility; and
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues.

The existing underground utilities shown on the Plans have been determined by as-built records and field surveys, but are not guaranteed to be complete or accurate. The Contractor shall be responsible for contacting the individual utility companies to mark locations, and arranging with them for any relocation work that should be required.

The Contractor shall make excavations and borings ahead of the work where necessary to determine the exact location of underground pipes or other features, which might interfere with construction. The Contractor shall support and protect pipes or other services where they cross the trench and shall be responsible for all damages incidental in interruptions of service that may be caused by Contractor operations. Where a new utility line crosses an existing pipeline or other conduit, the trench backfill shall be well compacted in a manner that provides for the required backfill and compaction standards while protecting the utility in question.

**00150.50 Cooperation with Utilities** - Add the following subsection:

**(f) Utility Information:**

There are no anticipated conflicts with the Utilities listed below. Contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

<b>Utility</b>	<b>Contact Person's Name and Phone Number</b>
1. Comcast	Brent Christiansen Brent_Christiansen@comcast.com 503-347-0854
2. Portland General Electric	Jim McLean jim.mclean@pgn.com

503-971-202-9112

- 3. Clackamas Broadband Exchange  
Duke Dexter  
Ddexter@Clackamas.us  
971-219-3339
- 4. Ziplly Fiber  
John Bielec  
John.bielec@ziply.com  
503-367-5106
- 5. Lumen  
David Dodd  
David.Dodd@centurylink.com  
503-616-6291
- 6. MCI/Verizon  
Reed Hjort  
Reed.hjort@one.verizon.com  
503-758-5183
- 7. Williams  
Vince Rodriguez  
vince.rodriguez@williams.com  
541-255-8086

The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work estimated to be completed by the following dates (times):

<b>Utility</b>	<b>Estimated Completion Date (Time)</b>
----------------	---

- 1. Northwest Natural (NWN) - "Gas Company"  
Jeremy Lorence, East Metro Engineer  
220 NW 2<sup>nd</sup> Ave, Portland, OR 97209  
Jeremy.Lorence@nwnatural.com  
503-781-4467

NWN to adjust existing gas valve boxes to finish grade. The Contractor shall notify NWN, in writing, 14 Calendar Days before proposed surface removal work. 14 Calendar Days after notice, the Contractor shall allow NWN 1 Calendar Day to adjust existing gas valve boxes to proposed finish grade.

- 2. Sunrise Water Authority (SWA) - "Water Company"  
Tim Jannsen, Engineering Manager  
10602 SE 129<sup>th</sup> Ave, Happy Valley, OR 97086  
tjannsen@sunrisewater.com  
503-761-0220

SWA to adjust existing water valve boxes to finish grade. The Contractor shall notify SWA, in writing, 14 Calendar Days before proposed surface removal work. 14 Calendar Days after notice, the Contractor shall allow SWA 1 Calendar Day to adjust existing water valve boxes to proposed finish grade.

**00150.55 Cooperation with Other Contractors** - Add the following:

The following contract work will be ongoing on or near the project site:

- 1) Sunnyside Road ADA Improvements: 122<sup>nd</sup> – 162<sup>nd</sup>  
(Clackamas County)
- 2) ARTS East Systemic Signals and Illumination  
(Clackamas County)

**00150.70 Detrimental Operations** – Add the following:

Portions of this project might be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. The Engineer may withhold from future payments to the Contractor, an amount equal to the costs reasonably estimated by the Engineer to repair or replace, as the case may be, those private improvements disturbed by the Contractor's operations. Engineer shall release the retained amount once Engineer has determined that the Contractor has completed the repair consistent with the requirements of this provision. In addition, prior to construction, the Contractor shall provide to the Engineer videotape showing private property, if any, which may be disturbed during construction.

**END OF SECTION**

**Section 00160 – Source of Materials**

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

**00160.05 Qualified Products List (QPL)** - Replace this subsection, except for the subsection number and title, with the following:

The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The QPL is available from ODOT's Construction Section website at:

<http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx>

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. The Engineer may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Engineer finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

**00160.20(a) Buy America** – Delete this section and replace with the following: Federal highway funds are NOT involved on this Project.

## END OF SECTION

### Section 00165 – Quality of Materials

Comply with Section 00165 of the Standard Specifications modified as follows:

**00165.04 Costs of Testing** – Replace this section with the following sentence: All testing required to be performed by the Contractor will be at the Contractor's expense.

**00165.10(a) Field-Tested Materials** – Add the following sentence: The County follows the MFTP on its projects:

**00165.10(b) Nonfield-Tested Materials** - Add the following sentence:

The County follows the NTMAG on its projects.

**00165.91 Fabrication Inspection Expense** - In the paragraph that begins "Fabrication of certain items...", replace the sentence that begins "Therefore, each time that..." with the following sentence:

Therefore, each time that inspection by or on behalf of the Agency is necessary, payment to the Contractor will be reduced by an amount computed at the following rates:

In the paragraph that begins "This Subsection applies to all...", replace the first sentence, but not the bullet list, with the following sentence:

This Subsection applies to all fabricated items or manufactured Materials that are inspected by or on behalf of the Agency, which include, but are not limited to:

## END OF SECTION

### Section 00170 – Legal Relations and Responsibilities

Comply with Section 00170 of the Standard Specifications modified as follows:

**00170.00 General** - Add the following two paragraphs after the paragraph that begins "In any litigation, the entire...":

The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.



All rights and remedies available to the Agency under applicable Laws are incorporated herein by reference and are cumulative with all rights and remedies under the Contract.

**00170.01(a) Federal Agencies** - Add the following to the list of Federal Agencies:

National Oceanic and Atmospheric Administration

**00170.02 Permits, Licenses, and Taxes** – Add the following:

The Contractor shall obtain and pay for a City of Happy Valley, Oregon Right of Way Permit to occupy any portion of City streets, including installing traffic control measures, and placing advance traffic control devices.

**00170.61(a) Workers' Compensation** - In the paragraph, replace "00170.70(d)" with "the Agreement".

**00170.65(a) General** - Add the following paragraph to the end of this subsection:

As required by ORS 279C.520, compliance by the Contractor with the prohibitions in ORS 652.220 is a material element of the Contract and failure to comply is a material breach that entitles the Agency to exercise any remedies available under the Contract, including but not limited to termination for default. The Contractor shall not prohibit any of the Contractor's employees from, or retaliate against an employee for, discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

Add the following subsection:

**00170.67 Fees** - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

**00170.70 Insurance** - Replace with the following:

**00170.70 Insurance** - See Clackamas County Public Improvement Contract.

**00170.70(c) Additional Insured** - Add the following paragraph and bullets to the end of this subsection:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- Murraysmith, Inc.

**00170.72 Indemnity/Hold Harmless** – Delete and replace with the following:

Clackamas County Public Improvement Contract.

Extend indemnity and hold harmless to the Agency and the following:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- Murraysmith, Inc.

**00170.85(b-1) Contractor Warranty for Specific Items** – This subsection does not apply:

**END OF SECTION**

**Section 00180 – Prosecution and Progress**

Comply with Section 00180 of the Standard Specifications modified as follows:

**00180.06 Assignment of Funds Due Under the Contract** - Delete first bulleted item.

**00180.21 Subcontracting** - Add the following to subsection (a):

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the subcontractor shall be immediately removed from the Project Site.

**00180.22 Payments to Subcontractors and Agents of the Contractor** - Replace the paragraph that begins "To the extent practicable..." with the following paragraph:

To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. The Agency will not be responsible for any overpayment or losses resulting from overpayment by the Contractor to subcontractors and to its other agents, work providers, service providers, and trucking services providers.

**00180.40 Limitation of Operations** - Add the following to subsection (a):

The Contractor must provide, at a minimum, a 48-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

**00180.40(b) On-Site Work** – Add the following bulleted item:

- Conduct a Traffic Control Meeting per Section 00225.07;

Add the following paragraph to the end of the subsection:

The Contractor shall not begin On-Site Work before June 18, 2021, unless approved by the Engineer.

Add the following subsection:

**00180.40(c) Specific Limitations** - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Cooperation with Other Contractors .....	00150.55
On-Site Work .....	00180.40(b)
Contract Completion Time .....	00180.50(h)
Traffic Lane Restrictions .....	00220.40(e)
Special Events .....	00220.40(e)
Noise Control .....	00290.32
Maintenance Under Traffic .....	00620.43
Opening Sections to Traffic.....	00744.51

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

**00180.41 Project Work Schedules** – Add the following:

A Type “B” schedule as detailed in the Supplemental Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three-week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer.

**00180.42 Preconstruction Conference** - Add the following:

Before beginning On-Site Work and before meeting with the Engineer for the preconstruction conference, hold a group utilities scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utilities time needs into the Contractor's schedule submitted prior to the preconstruction conference.

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.
- Video recording of private properties affected by construction per 00150.70.

A representative of each subcontractor shall be required to attend the pre-construction conference.

**00180.43 Commencement and Performance of Work** - Add the following bullet item:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with

work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

- The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project site.
- Portable Changeable Message Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.

Add the following subsection:

**00180.50(h) Contract Time** - Complete all Work to be done under the Contract not later than November 5, 2021.

**00180.70 Suspension of Work** - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

**00180.85(b) Liquidated Damages** - Add the following paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$700 per Calendar Day \*.

- \* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

Add the following subsection:

**00180.85(c) Lane Closures and Road Closures** - Lane closures and road closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

**(1) Lane Closures** - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 10 minutes, or for a portion of 10 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

## END OF SECTION

### Section 00190 – Measurement of Pay Quantities

Comply with Section 00190 of the Standard Specifications modified as follows:

**00190.20(g) Agency-Provided Weigh Technician:** Delete and replace subsection (g) with the following:

The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

## END OF SECTION

### Section 00195 – Payment

Comply with Section 00195 of the Standard Specifications modified as follows:

**00195.10 Payment for Changes in Material Costs** - Delete and replace with the following:

No asphalt cement cost adjustment shall be used on this project.

**00195.12 Steel Material Price Escalation/De-Escalation Clause** – Add the following sentence:

No steel material price escalation/de-escalations shall be used on this project. There is no option for Contractor participation.

**00195.20(b) Significant Changed Work** - Replace the paragraph that begins “Any such adjustments...” with the following paragraph:

Any adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates. This does not limit the application of Section 00199.

Significant is defined as:

- a) An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original proposal quantities and the unit contract prices; or,
- b) An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

**00195.50 Progress Payments and Retained Amounts** - Modify as follows:

**00195.50(a) Progress Payments** - Modify as follows:

**(1) Progress Estimates** - Delete the first sentence and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for review and approval.

**(2) Value of Material on Hand** - Delete the section and replace with the following:

**(2) Value of Material on Hand** - The Contractor will make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and stored as given in 00195.60(a) for review and approval.

**(4) Limitations on Value of Work Accomplished** - In the first sentence, change "Engineer's estimate" to "Contractor's reviewed estimate".

**00195.50 (b) Retainage** - Delete the first paragraph and replace with:

The amount to be retained from progress payments will be 5.0% of the value of payments made, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.

**00195.50(c) Forms of Retainage** – Delete first paragraph and replace with:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). "Cash, Alternate A" or "Cash, Alternate B" (Retainage Surety Bond) are the Agency-preferred forms of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) "Cash, Alternate B (No Interest Earned)". If the Agency incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the Agency may recover such costs from the Contractor by a reduction of the final payment.

Delete and replace paragraph (2) with the following:

**(2) Cash, Alternate B (No Interest Earned)** – Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

**00195.50(d) Release of Retainage** – Delete this section and replace with the following:

**(d) Release of Retainage** - As the Work progresses, release of the amounts to be retained under (b) of this Subsection will only be considered for Pay Items that have been satisfactorily completed. For purposes of this Subsection, a Pay Item will be considered satisfactorily completed only if all of the Work for the Pay Item is complete and all contractual requirements pertaining to the Pay Item and Work have been satisfied. Work

not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer or Project Manager may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

## END OF SECTION

### Section 00196 – Payment for Extra Work

Comply with Section 00196 of the Standard Specifications modified as follows:

**00196.91 Extra Work Allowance** – Add the following new section:

The Bid schedule of prices contains a bid item for a pre-determined amount of Engineer ordered extra work. All Bidders shall reflect this same amount in their total Bid. No Bidder shall presume in the preparation of the bid or in the course of contract work that there will be a certain payment under that item or a certain order for extra work.

## END OF SECTION

### Section 00197 – Payment for Force Account Work

Comply with Section 00197 of the Standard Specifications modified as follows:

**00197.20(a) General** - Replace the paragraph that begins "Except as modified by these..." with the following paragraph:

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (<http://equipmentwatch.com>).

**00197.20(c-3) Rate Adjustment Factor** - Replace this subsection, except for the subsection number and title, with the following:

The rate adjustment factor used above will be determined by applying only the Model Year Adjustment to the Blue Book Rates. The Regional and User Defined Ownership/Operating Adjustments shall not apply.

**00197.20(c-5) Limitations** - Delete the paragraph that begins "The Blue Book..."

## END OF SECTION

### Section 00199 – Disagreements, Protests and Claims

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies** - Delete the entire section and replace with the following:

The Contractor must properly submit a claim as detailed in 00199.30.

**(a) Engineer Claim Review** - The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation, Contract Time, or for a combination of additional compensation and Contract Time. Once the Engineer or Project Manager determines the Agency is in receipt of a properly submitted claim, the Engineer or Project Manager will arrange a meeting, within 28 Calendar Days, or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

If the Engineer or Project Manager determines that the Contractor must furnish additional information, records, or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 calendar days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer or Project Manager will advise the Contractor of the decision to accept or reject the claim. If the Engineer or Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Engineer or Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied. The County intends to resolve claims at the lowest possible level.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

If the Engineer or Project Manager has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in this Subsection. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.



**(b) Director Claim Review** - Upon request by the Contractor, the Department Director will review the Engineer or Project Manager's decision on the claim and advise the Contractor of the decision in writing. If the Director finds the claim has merit, and equitable adjustment will be offered. If the Director finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Director shall evaluate the claim based on the information provided by the Contractor to the Engineer or Project Manager. However, if the Department Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Department Director (or designee) will schedule a meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to records review, if not all of the records requested by the Department Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions regarding waiver and dismissal of the claim or portions of the claim.

The decision of the Department Director shall be the final decision of the Agency.

**(c) Commencement of Litigation** - If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any **and** all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Litigation of a claim that cannot be resolved through the process described above shall be initiated by filing a complaint in the Clackamas County Circuit Court for the State of Oregon.

In any litigation, the entire text of any order or permit issued by the County or any other governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for purposes of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction

and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

The Contractor shall comply with 00170.00.

**00199.50 Mediation** - Delete the entire section.

**00199.60 Review of Determination Regarding Records** - Delete the entire section.

## END OF SECTION

### SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

## END OF SECTION

### SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

Add the following subsection:

**00220.01(d) Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

**00220.02(a) General Requirements** – Replace the bullet that begins, “Do not stop or hold vehicles...” with the following bullet:

- Do not stop or hold vehicles for more than 10 minutes. Do not block driveways, intersections, or approaches. Provide reasonable access to driveways, intersections and approaches at no additional cost to the Agency.

Add the following bullets to the end of the bullet list:

- Do not stop or hold traffic in any one direction more than 10 minutes.
- Do not block driveways, intersections, or approaches. Provide reasonable access to driveways, intersections and approaches at no additional cost to the Agency.
- Limit intersection work to one side (north or south) of Sunnyside Road per intersection at a time, unless otherwise shown or approved by the Engineer.
- The maximum closure time for any single intersection corner shall be one week.
- Down time for vehicle detection for signals shall not exceed 4 weeks per location.

- Do not stop or hold pedestrians on the sidewalk or temporary pedestrian route for more than 5 minutes.
- Delineate all business accesses with blue tubular markers on 10-foot maximum spacing. Mark the access with 36-by-24-inch "BUSINESS ACCESS" (CG20-11) signs. Locate and install these signs as directed.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- When workers or construction equipment are operating in a closed traffic lane or shoulder, are exposed to public traffic, and are not located behind a rigid, longitudinal barrier system, use a truck mounted impact attenuator (TMA). Place the TMA in advance of the exposed workers or equipment, located as shown in the TMA Support Vehicle Placement tables, or as directed. If the TMA is not available when the work requires its use, postpone the work until the TMA is available.

**TMA SUPPORT VEHICLE PLACEMENT (Stationary Operations)<sup>1</sup>**

Posted Speed: <sup>3</sup>	TMA Support Vehicle Weight	
	9,900 - 22,000 lb. (for TL-2 rated TMA)	> 22,000 lb. (for TL-3 rated TMA)
< 45 mph	100 ft.	75 ft.
45 - 55 mph	*	100 ft.
> 55 mph	*	150 ft.

**TMA SUPPORT VEHICLE PLACEMENT (Mobile Operations)<sup>2</sup>**

Posted Speed: <sup>3</sup>	TMA Support Vehicle Weight	
	9,900 - 22,000 lb. (for TL-2 rated TMA)	> 22,000 lb. (for TL-3 rated TMA)
< 45 mph	100 ft.	100 ft.
45 - 55 mph	*	150 ft.
> 55 mph	*	175 ft.

\* A TL-2 TMA is not rated for these speeds. Use a TL-3 rated TMA.

- <sup>1</sup> Distances shown are between front of the TMA support vehicle and the beginning of the area or equipment being shielded by the TMA.
- <sup>2</sup> Distances shown for mobile operations are appropriate for support vehicle speeds up to 15.5 mph.
- <sup>3</sup> Posted Speed refers to the pre-construction posted speed of the facility on which the TMA is being used.

**00220.02(b) Temporary Pedestrian Accessible Route Plan** – Add the following to the end of this subsection:

- Meet project specific routing requirements as described in the plans.
- Maintain access to bus stops and private pedestrian facilities.

- Keep existing pedestrian accessible route, including sidewalks, sidewalk ramps, crosswalks fully accessible, operational, and open for pedestrian use until construction of temporary accessible routes have been completed.
- Maintain access to active pedestrian pushbuttons at all times. Do not set pedestrian signal to automatic recall. When pushbuttons are not accessible, provide flagger to operate the pushbutton.
- Utilize existing pedestrian pushbuttons to be removed for temporary pushbutton installation as shown on the plans

**00220.03(b) Closures** - Add the following bullet to the end of the bullet list:

- **On Street Parking** - A minimum of 14 calendar days before closing on-street parking. After receiving written approval, provide 48 hours' public notification before limiting the on-street parking.
- **Bus Stops** - A minimum of 14 calendar days before closing, relocating or modifying a TriMet bus stop. Also notify the TriMet Field Operations Coordinator by e-mail at: [foc@trimet.org](mailto:foc@trimet.org).

Add the following subsection:

**0022.03 (c) Traffic Signals –**

- Provide a minimum 48-business hours notification before any signal shutoff. Contact Rich Gandy, Lead Signal Electrician at 503-758-2065 and [rgandy@clackamas.us](mailto:rgandy@clackamas.us).
- Provide a minimum two-week notification before any temporary traffic control requiring signal operational changes. Contact Carl Olson, Traffic Engineer at 503-742-4684 and [colson@clackamas.us](mailto:colson@clackamas.us).
- Existing vehicle detection shall be operational to the fullest extent possible at all times during construction. No more than one intersection shall be without active detection at any time unless approved by County Traffic Engineering. Vehicle detection downtime is limited to maximum 48 hours per one intersection at a time unless otherwise approved. Contact Carl Olson, Traffic Engineer at 503-742-4684 and [colson@clackamas.us](mailto:colson@clackamas.us) a minimum of two-weeks prior to any traffic signal impacts requiring vehicle detection downtime.
- Provide minimum two weeks notification before any disruption to any existing fiber optic communications systems. Contact Carl Olson, Traffic Engineer at 503-742-4684 and [colson@clackamas.us](mailto:colson@clackamas.us) for disruptions to the existing Clackamas County network. Contact Duke Dexter, 503-722-6663 and [ddexter@clackamas.us](mailto:ddexter@clackamas.us) for disruptions to the existing Clackamas Broadband Exchange (CBX) network. Fiber optic systems downtime is limited to a maximum of 8 hours unless otherwise approved.
- Provide minimum two weeks notification before any disruption to any pan-tilt-zoom camera and associated equipment. Contact Carl Olson, Traffic Engineer at 503-742-4684 and [colson@clackamas.us](mailto:colson@clackamas.us), and Rich Gandy, [rgandy@clackamas.us](mailto:rgandy@clackamas.us), at least two weeks prior to starting any work that impacts existing pan-tilt-zoom cameras and associated equipment.

- Provide minimum two weeks notification before any disruption to any existing roadway illumination systems. Contact Wendi Coryell, 503-742-4657 and [wendicor@clackamas.us](mailto:wendicor@clackamas.us) prior to starting any work impacting existing roadway illumination systems.

**00220.40(e)(1) Closed Lanes** - Replace this subsection, except for the subsection number and title, with the following:

One Traffic Lane may be closed on SE Sunnyside Road and intersecting side streets when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2):

**a) SE Sunnyside Road**

- Maximum of six consecutive days per intersection corner, Monday morning 7:00 a.m. through Saturday afternoon 5:00 p.m.
- Daily, Monday through Friday, between 9:00 a.m. and 3:00 p.m.

For placing and finishing concrete sidewalk and curb ramps, lane closures may be extended daily, Monday through Friday between 6:00 a.m. and 3:00 p.m., as approved by the Engineer.

- Saturday between 8:00 a.m. and 5:00 p.m.

**b) SE 132<sup>nd</sup> Avenue, SE 142<sup>nd</sup> Avenue, SE 147<sup>th</sup> Avenue, SE Misty Drive, SE 152<sup>nd</sup> Avenue, SE 157<sup>th</sup> Avenue and SE 162<sup>nd</sup> Avenue**

- Maximum of six consecutive days per intersection corner, Monday morning 7:00 a.m. through Saturday afternoon 5:00 p.m.
- Daily, Monday through Friday, between 9 a.m. and 3:00 p.m.

For placing and finishing concrete sidewalk and curb ramps, lane closures may be extended daily, Monday through Friday between 6:00 a.m. and 3:00 p.m., as approved by the Engineer.

- Saturday between 8:00 a.m. and 5:00 p.m.

**c) SE 139<sup>th</sup> Avenue, SE 140<sup>th</sup> Avenue and SE 145<sup>th</sup> Avenue**

- Streets may be closed to all traffic, maximum of six consecutive days per street, Monday morning 7:00 a.m. through Saturday afternoon 5:00 p.m.
- Daily, Monday through Friday, between 9 a.m. and 3:00 p.m.

For placing and finishing concrete sidewalk and curb ramps, lane closures may be extended daily, Monday through Friday between 6:00 a.m. and 3:00 p.m., as approved by the Engineer.

- Saturday between 8:00 a.m. and 5:00 p.m.

**00220.40(e)(2)(b) Special Events** - Add the following to the end of this subsection:

The following special events will occur during this Project:

- No special events have been identified.

## END OF SECTION

### SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

**00225.01(b) Definitions** – Add the following to the end of the subsection:

**Temporary Walk** – Temporary Surfacing for a sidewalk or Multi-Use Path designated to be used by pedestrians, bicyclists, or other non-motorized users.

Add the following subsection:

**00225.01(d) Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

**00225.02(a) Temporary Signs** - Add the following to the end of the bullet list:

- Ten Calendar Days before closing a pedestrian pathway or sidewalk, place a "SIDEWALK CLOSED, Full Time" (CW11-4) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.
- Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the "SIDEWALK CLOSED, Full Time" (CW11-4) signs while the TPAR is open to pedestrian traffic.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on SE Sunnyside Road and intersecting side streets, according to the "TCD Spacing Table" shown on the Standard Drawings.
- Install beyond each end of the Project, facing outgoing traffic on SE Sunnyside Road and intersecting side streets, an "END ROAD WORK" (CG20-2A-24) sign a distance of  $(A \div 2)$  according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) signs in every block where on-street parking is prohibited, facing incoming traffic.
- When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol signs as part of the TCP for each affected intersection corner. Keep the signs in place until completion of the Shoulder or bikeway final surface.

**00225.05 Traffic Control Plan** – Replace the first paragraph with the following:

The Agency may provide a conceptual TCP. The Contractor is required to submit a site-specific traffic control plan with additional detail meeting the project requirements for review 5 Calendar Days before the preconstruction conference.

Add the following subsection:

**00225.07 Traffic Control Meeting** - All personnel who will directly supervise the traffic control must attend the traffic control meeting per Section 00180.40(b). Contractor to produce and distribute meeting minutes within seven (7) days following the meeting.

**00225.12(d) Impact Attenuators** - Add the following to the end of this subsection:

Furnish appropriate TMAs from the QPL, based on the pre-construction posted speed, as follows:

<b>Pre-Construction Posted Speed:</b>	<b>TMA</b>
< 45 mph	TL-2 Rated TMA
45 - 70 mph	TL-3 Rated TMA

The support vehicle for a TL-2 rated TMA shall have a minimum weight of 9,900 pounds. The support vehicle for a TL-3 rated TMA shall have a minimum weight of 22,000 pounds.

When a TMA is in place, set the parking brake and transmission on the support vehicle as recommended by the TMA manufacturer.

If used in a mobile operation, the TMA support vehicle shall maintain a consistent distance from the mobile operation, as shown in the TMA Support Vehicle Placement tables.

**00225.13(a) Tubular Markers** - Add the following two paragraphs to the end of this subsection:

Use blue plastic markers for temporary business accesses only. Use orange plastic markers for all other applications of Work Zone traffic control.

Blue plastic tubular markers shall be reflectorized with at least two blue, flexible reflective bands at least 3 inches wide, securely attached no more than 2 inches from the top with no more than 6 inches but not less than 1 inch between the bands.

**00225.17 Temporary Sidewalk Ramps** - Replace the title of this subsection with **“Temporary Curb Ramps and Temporary Walks”**

Add the following paragraph to the end of this subsection:

Use a Temporary Walk from the QPL or use ACP, PCC, or other approved Materials for on-site constructed Temporary Walks.

Add the following subsection:

**00225.19 Pole Base Excavation Covers** - Use pole base excavation covers meeting the following requirements:

- Utility grade plywood
- 3/4-inch minimum thickness
- New or in like new condition

**00225.32(b) Traffic Control Inspection Without TCS** - Add the following bullet(s) to the end of the bullet list:

- Shall report to the Project Site within 1 hour after being notified in the event of a Work Zone incident during non-work periods.

**00225.41(d) Roll-up Signs** - Add the following paragraphs to the end of this subsection:

Place roll-up signs within the active Work Area on portable roll-up sign supports.

Remove all inappropriate roll-up signs at the end of each shift.

**00225.43(i) Pavement Marking Removal** – Add the following items to the end of the bullet list:

- Removal of pavement markings may be performed using a combination of methods, but grinding, if utilized, shall not remove road surfacing.
- If grinding is utilized it shall be followed by hydro-blasting to remove remaining markings, which shall be followed by an application of a seal coat with an approved asphalt emulsion such as CSS-1.

**00225.46(b) Portable Changeable Message Signs (PCMS)** - Add the following bullets to the end of the bullet list:

- Type B, Mini PCMS use is limited to locations where the preconstruction posted speed is 40 mph or less.
- Furnish and operate two (2) PCMS for work on Sunnyside Road, and six (6) PCMS for work on signalized intersecting side streets. Install PCMS fourteen Calendar Days prior to lane closures. Place PCMS at an approved location and displaying an approved message, or as directed.

**00225.47 Temporary Sidewalk Ramps** - Replace the title of this subsection with **“Temporary Curb Ramps and Temporary Walks”**

Add the following paragraph to the end of this subsection.

Construct Temporary Walks as shown or directed. Repair or reconstruct unacceptable Temporary Walks before opening to pedestrian traffic.



**00225.67 Temporary Sidewalk Ramps** - Replace this subsection with the following subsection:

**00225.67 Temporary Curb Ramps and Temporary Walks** - Inspect and maintain temporary curb ramps and Temporary Walks for:

- Any damaged curb ramp or walk surfaces.
- Ramp and walk alignment or connections to existing sidewalks or Roadway surfaces.
- Compliance with the dimensions and grades in the Standard Drawings or requirements approved by the Engineer.
- Items identified by the manufacturer's recommendations.
- Other ramp or walk quality or performance issues, as directed.
- Keep ramps and walks unobstructed. Maintain a firm, stable, and slip resistant surface free of debris.

After completion of the Work, restore the area on which the temporary curb ramp or Temporary Walk occupied as directed.

**00225.90(a)(2) Temporary Protection and Direction of Traffic** – Replace the bullet that begins “Providing, Surfacing, maintaining, removing...” with the following bullet:

- Providing, Surfacing, maintaining, removing, and restoring the TPAR.

Add the following bullet to the end of the bullet list:

- Furnishing, placing, maintaining, moving, and removing pole base excavation covers.

**00225.90(b) Method “B” – Lump Sum Basis** – Replace this section except for the heading and title with the following:

Work zone traffic control will be paid for at the Contract lump sum amounts for the items “Temporary Work Zone Traffic Control, Complete”.

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting, and removing Materials and TCD, and for furnishing all Equipment, labor, and Incidentals necessary to complete the work as specified.

No separate or additional payment will be made for any temporary traffic control costs including but not limited to temporary walks, curb ramps, pedestrian push buttons, pavement markings, signs, sequential arrow signs, portable changeable message signs, delineation, barricades, impact attenuators, other traffic control devices and flaggers. Payment shall also include the necessary coordination with Clackamas County Traffic for temporary signal timing modifications.

Any additional costs incurred from the completion of temporary traffic control work outside of daylight hours as required on the Contract Plans will be considered incidental to these bid items.

**END SECTION**

**SECTION 00280 - EROSION AND SEDIMENT CONTROL**

Comply with Section 00280 of the Standard Specifications modified as follows:

**00280.00 Scope** - Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA Permit is applicable to the Project.

**00280.06 Erosion and Sediment Control Manager** - Delete this subsection.

**00280.42(c) Permanent Stabilization** – Add the following to the end of this section:

All vegetated areas disturbed by the Contractor's operations shall be permanently restored with like materials to existing or better conditions per Section 01030.

**00280.48 Emergency Materials** - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency materials on the Project site:

<b>Item</b>	<b>Quantity</b>
Inlet Protection, Type 4 .....	10 EA
Inlet Protection, Type 7 .....	10 EA
Sediment Fence.....	600 FT

**END SECTION**

**SECTION 00290 - ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the Standard Specifications, modified as follows.

**00290.32 Noise Control** - Add the following paragraphs to the end of this subsection:

The Contractor's attention is directed to City of Happy Valley Ordinance No. 8.08.310 which describes noise control regulations. Comply with the applicable noise control requirements of the ordinance for project work.

Copies of the ordinance and noise control code are available at the office of the Project Manager.

## END SECTION

### SECTION 00305 - CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

#### Description

**00305.00 Scope** - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

[http://www.oregon.gov/ODOT/ETA/Documents\\_Geometronics/Construction-Survey-Manual-Contractors.pdf](http://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf)

Project documents were created using Autodesk AutoCAD 2019 and AutoCAD Civil 3D 2019. Any reference to MicroStation and InRoads should be understood to refer to the above mentioned Autodesk products.

The Agency will **not** establish control stations, perform measurements and calculations for pay quantities, or perform final "as constructed" measurements, contrary to Section 1.5 of the above referenced manual. The Contractor's surveyor will be responsible to complete this work.

Make all supporting computations and field notes required for control of the work and as necessary to establish the exact position, orientation, and elevation of the work from control stations, including furnishing and setting construction stakes and marks, reference marks, and additional control stations.

The Engineer will not be responsible for any data translations. An electronic copy of the base drawing, in autocad.dwg format may be delivered to the Contractor's surveyor. The electronic drawings may be used by the Contractor's surveyor as a reference, and it shall be the responsibility of the Contractor to confirm that all data contained within the electronic drawings is consistent with the Contract Documents.

#### Measurement

**00305.80 Measurement** - No measurement of quantities will be made for construction survey work.

#### Payment

**00305.90 Payment** - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the Agency. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

## **END SECTION**

### **SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications modified as follows:

**Subsection 00310.45 Removal of Existing Surfaces** - This subsection is added:

**00310.45 Removal of Existing Surfaces** – Remove sidewalk and surfacings as shown on the Plans. Sidewalk and surfacings to be removed shall be cut in neat, straight lines with vertical edges along the limits of removal. The cut lines for removal of asphaltic or cement concrete pavement shall be reviewed and approved by the Engineer in the field before cutting. Demolish and remove concrete curbs, islands and other surfacings as directed by the Engineer or as shown. Make a vertical saw cut between any existing curb that is to remain and portion that is to be removed. Remove roadway pavement and aggregate base in the street adjacent to curbs and islands as shown on the Plan or as directed by the Engineer. Remove vegetation, paved and hardscape areas adjacent to the back of walk as shown on the Plan or as directed by the Engineer.

**00310.92 Separate Item Basis** – Replace the sentence that begins "Item (d) includes..." with the following:

Item (d) includes but is not limited to saw cutting, removal of existing asphalt concrete pavement, curbs, curb ramps, sidewalks, driveway and driveway connections, barricades, aggregate base material, landscaping, hardscaping and other surfacings to the limits and grades necessary to construct surfacings indicated in the plans. Backfill for voids left by surfacing removal work will be considered incidental to this bid item. No separate or additional payment will be made for removal of other feature inside the removal of surfacings limits as this work is considered incidental.

**END SECTION**

**SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

**00440.01 Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Add the following subsection:

**00440.02 Abbreviations and Definitions:**

**ASTV – Actual Strength Test Value** – See 02001.02 for definition.

**00440.12 Properties of Commercial Grade Concrete** - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

**00440.14(d) Hardened CGC** - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

**END SECTION**

**SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES**

Comply with Section 00490 of the Standard Specifications modified as follows:

**00490.10 Materials** - Replace the "Precast Concrete Sections" line with the following line:

Precast Concrete Sections..... 02450

Replace the "Metal Frames, Covers, Grates, and Ladders" line with the following line:

Metal Frames, Covers, Grates, and Steps ..... 02450.30

**END SECTION**

**SECTION 00640 - AGGREGATE SUBBASE, BASE, AND SHOULDERS**

Comply with Section 00640 of the Standard Specifications.

**END SECTION**

**SECTION 00730 - EMULSIFIED ASPHALT TACK COAT**

Comply with Section 00730 of the Standard Specifications modified as follows:

**00730.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat.

**END SECTION**

**SECTION 00744 - ASPHALT CONCRETE PAVEMENT**

Comply with Section 00744 of the Standard Specifications modified as follows:

**00744.11(a) Asphalt Cement** - Add the following to the end of this subsection:

Provide PG 64-22 grade asphalt cement for this Project.

**00744.43(c) Placing** - Add the following:

Place final asphalt lift and finishing at each corner within two weeks of completion of curb ramp construction at that corner.

**END SECTION**

**SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES**

Comply with Section 00749 of the Standard Specifications modified as follows:

**00490.90 Payment** – Add the following pay items:

Pay Item Unit of Measurement

(k) Extra for Asphalt Plug..... SF

Item (k) includes areas of ACP within the roadway adjacent to street curbs.

**END SECTION**

**SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

Comply with Section 00759 of the Standard Specifications modified as follows:

**00759.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of furnishing, placing and finishing Commercial Grade Concrete curbs, concrete curb ramps with curbs, islands, traffic separators, driveways, sidewalks, monolithic curb and sidewalks, miscellaneous surfaces, and stairs and furnishing and installing metal handrail in close conformity to the lines, grades and dimensions shown or established.

This Work consists of furnishing, placing and finishing concrete bus pads according to Section 00756.

The Commercial Grade Concrete items in this Section will be collectively referred to as "Structures".

Add the following subsection:

**00759.01 Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

**00759.02 Required Submittals** – Replace this subsection with the following subsection:

**00759.02 Definitions:**

**Pedestrian Access Routes** - An area for the use of pedestrians to navigate along sidewalks, driveways, curb ramps, crossings, and pedestrian facilities.

**00759.03 Placement Conference** - Replace this subsection with the following subsection:

**00759.03 Required Submittals** - Do not begin any curb ramp Work before the plan for completing the Work has been approved. Material ordered or Work done before the Engineer reviews and returns the documents will be at the Contractor's risk.

Before the preplacement conference, submit the following:

**(a) Working Drawings** - At least 10 Calendar Days before the preplacement conference, submit six copies of unstamped Working Drawings according to 00150.35 for all curb ramp Work. Include field verification of each ramp location, and all dimensions and grades necessary to demonstrate compliance with the Standard Drawings and Plans. Notify the Engineer of any deficiencies or non compliance with the Standard Drawings or Plans. The Engineer will provide additional or modified Plans as needed.

**(b) Curb Ramp Plan** - At least 21 Calendar Days before the curb ramp Work is scheduled to begin, submit a plan for accomplishing all phases of the curb ramp Work, including but not limited to the following:

- Surface preparation
- Compliance with Working Drawings and details submitted under 00759.02
- Compliance with current Standard Drawings and Plans
- Waste handling and disposal

**(c) ADA Certification for Contractors** - For all supervisory personnel who directly supervise the curb ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors at least 10 Calendar Days before the preconstruction conference.

Add the following subsection:

**00759.04 Preplacement Conference** - Before beginning any curb ramp Work, meet with the Contractor's supervisory personnel and quality control manager, any curb ramp Subcontractors' supervisory personnel, and the Engineer at a mutually agreed upon time.

If the Contractor's personnel change, or if the Contractor proposes a significant revision to the plan for accomplishing the curb ramp Work, the Engineer may require additional preplacement conferences.

All supervisory personnel who have an active ODOT ADA Certification for Contractors and directly supervise the curb ramp Work are required to attend the preplacement conference.

Add the following subsection:

**00759.02(c) ADA Certification for Contractors** - For all supervisory personnel who will directly supervise the curb ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors 10 Calendar Days before the preconstruction conference.

**00759.03 Preplacement Conference** - Add the following paragraph after the first paragraph:

Topics covered at the Preplacement Conference will include:

- Ramp Styles / Configurations
- Slope and Width Requirements
- Turning Space



- Push Button Requirements
- Construction Tolerances
- Temporary Pedestrian Accessible Route (TPAR)
- Ramp Inspection
- Other Project-Specific Issues / Requirements

Add the following to the end of this subsection:

All supervisory personnel who have an active ODOT ADA Certification for Contractors and will directly supervise the curb ramp Work must attend the preplacement conference.

**00759.12 Sidewalk Ramp Treatment** – Replace the title of this subsection with “**Curb Ramp Treatment**”

Replace the paragraph that begins “Furnish truncated dome detectable warning...” with the following paragraph:

Furnish truncated dome detectable warning surfaces for curb ramps and accessible route islands from the QPL. Furnish truncated dome detectable warning surfaces that are safety yellow in color on or along County roads.

Unless otherwise noted on the Plans, use cast-in-place installation at all ramp locations.

Add the following subsection:

**00759.22 Smart Level** - Slopes will be verified with the use of a 24-inch SmartTool level model 92379 or model 92500, and a 6-inch SmartTool level model 92346. The 6-inch level will only be used to measure curb running slope, counter slope when there is a concrete gutter, and at locations where a 24-inch level will not fit and/or accurately measure the surface. All other locations will use a 24-inch level to measure slopes.

Add the following subsection:

**00759.31 Qualifications** - Use supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

**00759.41 Earthwork** - Add the following paragraph to the end of this subsection:

Remove and dispose of existing concrete sidewalks, curbs, and curb ramps that are scheduled for removal according to Section 00310.

**00759.46 Concrete** – Add the following to the end of this subsection:

Curb ramps will be inspected and accepted in accordance with the Clackamas County Curb Ramp Inspection Form current as of the bid opening date available on the County’s website.

**00759.48(b) Driveways, Walks, Monolithic Curbs and Sidewalks, and Surfacing** - Replace this subsection, except for the subsection number and title, with the following:

Do not provide expansion joints within the curb ramp, and between separate concrete pours on the same project.

Provide expansion joints:

- Between driveways and concrete Pavement.
- Transversely in walks opposite expansion joints in adjoining curbs and elsewhere so the distance between joints does not exceed 45 feet.
- Transversely in walks at a distance of 16 feet to 8 feet from ends of walks which abut curbs.
- Around poles, posts, boxes, and other fixtures which protrude through or against the Structures.

**00759.50(c) Driveways, Walks, and Surfacing** – Add the following to the end of this subsection:

The 24-inch smart level will be used to measure driveway and sidewalk cross slopes on the pedestrian access route.

Add the following subsection:

**00759.50(d) Curb Ramps** - The 6 inch smart level will be used to measure curb running slope. The 6 inch smart level will be used to measure slopes on portions of the curb ramp, gutter pan, or adjacent surfaces that cannot accommodate a 24 inch smart level. All other curb ramp locations will use a 24 inch smart level to measure slopes.

**00759.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

The quantities of Structures constructed under this Section will be measured according to the following:

- **Volume Basis** - Measurement will be limited to the Neat Lines of the finished Structure as shown or directed.
- **Area Basis** - Measurement will be the finished surface, limited to the Neat Lines shown or directed.

Measurement of concrete walks will include the total area of concrete walk, including the area of concrete curb ramps within the footprint of the concrete walk.

When monolithic curb and sidewalks are measured on the area basis, measurement will include the total area of monolithic curb and sidewalk, including the area of concrete curb ramps within the footprint of the monolithic curb and sidewalk.

Measurement of concrete islands will include the total area of concrete islands, including the area of concrete curb ramps within the footprint of the concrete islands.

When concrete curb ramp construction is not adjacent to concrete walk, monolithic curb and sidewalk, or concrete island Work, the area of the concrete curb ramp Work will be included in the measurement of concrete walks.

- **Length Basis** - Measurement of concrete items will be along the face of the Structure, from end to end including curb tapers or depressed lengths at driveways and ramps. Measurement of metal handrail will be along the top rail member, from center of end post to center of end post.
- **Each Basis** - Measurement will be by actual count.

Extra for Curb Ramps will be counted for each instance of where a curb ramp crosses a curb at the transition between a pedestrian facility and a roadway.

Truncated Domes on New Surfaces will be counted per each ramp which truncated domes are installed.

**00759.90 Payment -**

Replace pay items (m) and (n) with the following pay item:

(n) Extra for Curb Ramps ..... Each

Replace pay item (o) and (p) with the following pay item:

(o) Truncated Domes on New Surfaces ..... Each

Add the following after the sentence that begins "In item (a)";

Item (a) includes the curb runs constructed adjacent to the curb ramps.

Delete the paragraph that begins "Item (m) includes...".

Replace the paragraph that begins "Item (n) includes the..." with the following paragraph:

Item (n) includes the additional Work required to construct a curb ramp or replace an existing curb ramp. Surface removal is included as a separate Pay Item.

Add the following to the end of this subsection:

No separate or additional payment will be made for providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

**END SECTION**

## **SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS**

Comply with Section 00850 of the Standard Specifications modified as follows:

**00850.30 Manufacturer's Representative** - Replace this subsection, except for the subsection number and title, with the following:

For Sections referencing 00850.30, the services of a manufacturer's representative are not required. Place pavement markings only when the pavement is ready for the pavement marking material according to the manufacturer's installation instructions.

**00850.45 Installation** - Add the following bullet before the bullet that begins "Place material according to...":

- Place material between May 1 and October 15.

Replace the bullet that begins "Place material according to..." with the following bullet:

- Place material according to the manufacturer's installation instructions.

**END SECTION**

## **SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT**

Comply with Section 00860 of the Standard Specifications.

**END SECTION**

## **SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS**

Comply with Section 00867 of the Standard Specifications.

**END SECTION**

## **SECTION 00902 - CROSSWALK CLOSURE SUPPORTS**

Section 00902, which is not a Standard Specification, is included in this Project by Special Provision.

### **Description**

**00902.00 Scope** - This work consists of constructing crosswalk closure supports as shown.

**Materials**

**00902.10 Materials** - Furnish materials meeting the following requirements:

Commercial Grade Concrete.....	00440
Steel .....	01070.10 and 01070.12
Signs.....	00940

**Construction**

**00902.40 General** - Construct crosswalk closure supports as shown or directed.

**Measurement**

**00902.80 Measurement** - The quantities of crosswalk closure supports will be measured on the unit basis.

**Payment**

**00902.90 Payment** - The accepted quantities of work done under this Section will be paid for at the Contract unit price, per each, for the item "Crosswalk Closure Supports".

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

**SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS**

Comply with Section 00905 of the Standard Specifications, modified as follows:

**00905.00 Scope** - Add the following to the end of this subsection:

- Removing existing signs and existing posts, storing, and reinstalling existing signs and existing posts with new PSST anchor bases and foundations as shown or directed.

Add the following subsection:

**00905.10 Materials** - Furnish materials meeting the following requirements:

Commercial Grade Concrete.....	00440
Sign Support Footings.....	00920
Metal Sign Supports.....	00930

**00905.90 Payment** – Add the following pay items:

Pay Item Unit of Measurement

(c) Remove and Reinstall Existing Signs and Existing Supports.....Lump Sum

Replace the paragraph with the sentence that begins with “Payment will be payment in full...” with the following paragraph:

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as shown and as specified. Payment includes removal, storage, and reinstallation of existing signage and posts, and hardware, and new anchors as necessary. Payment also includes all work necessary to coordinate with Tri-met, remove, store, and reinstall existing transit stop signage (as applicable).

## END SECTION

### SECTION 00920 - SIGN SUPPORT FOOTINGS

Comply with Section 00920 of the Standard Specifications modified as follows:

**00920.80 Measurement** – Delete the paragraph that begins with “Estimated quantities of concrete...”.

**00920.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

No payment for perforated steel square tube sign support footings will be made. Sign support footings are considered incidental to Section 00905.

## END SECTION

### SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

**00930.10 Materials** - Replace the paragraph that begins “Furnish structural steel materials...” with the following paragraph:

Furnish perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports from the QPL. Furnish other structural steel materials meeting the applicable portions of Section 02530, with weights and sizes as shown or specified.

**00930.80 Measurement** - – Delete the paragraph that begins with “Estimated quantities of structural steel...”.

**00920.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

No payment for perforated steel square tube sign support footings will be made. Metal sign supports are considered incidental to Section 00905.

**END SECTION**

**SECTION 00940 - SIGNS**

Comply with Section 00940 of the Standard Specifications.

**END SECTION**

**SECTION 00950 - REMOVAL OF ELECTRICAL SYSTEMS**

Comply with Section 00950 of the Standard Specifications modified as follows:

**00950.02 Definitions** - Add the following after the electrical systems definition:

The electrical systems to be removed under this Contract include:

Pedestrian signal poles, pedestrian signals, pushbuttons, conduit, junction boxes and wiring at the following six intersections:

- SE Sunnyside Rd/SE 132<sup>nd</sup> Ave
- SE Sunnyside Rd/SE 142<sup>nd</sup> Ave
- SE Sunnyside Rd/SE 147<sup>th</sup> Ave / SE Misty Dr
- SE Sunnyside Rd/SE 152<sup>nd</sup> Ave
- SE Sunnyside Rd/SE 157<sup>th</sup> Ave
- SE Sunnyside Rd/SE 162<sup>nd</sup> Ave

**END SECTION**

**SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS**

Comply with Section 00960 of the Standard Specifications modified as follows:

**00960.01 Regulations, Standards, and Codes** - Replace the paragraph that begins "Wherever reference is made..." with the following paragraph:

Use the code, order, or standard in effect on the date the Project is advertised unless otherwise shown.

Replace the paragraph that begins "Do not begin installations..." with the following paragraph:

Safe wiring labels normally required by the Department of Consumer and Business Services, Building Codes Division will not be required for traffic management systems listed on the Red Sheets (see 00160.00) as allowed by ORS 479.540 and OAR 918-261-0037. The Red Sheets may be viewed on ODOT's web site.

**00960.02 Equipment List and Drawings** - Replace this subsection with the following subsection:

**00960.02 Equipment List and Drawing Submittals** - Within 30 Calendar Days after execution of the Contract, submit the Blue Sheets (see 00160.00 and 00160.07) and two copies of the Green Sheets (see 00160.00 and 00160.07) according to 00150.37 for all materials the Contractor proposes to install. Blue Sheets and Green Sheets contain submittal instructions and will be made available to the Contractor by the Engineer.

Within 14 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not proceed with the Work before receiving written approval of the submittals from the Engineer.

**00960.10 Materials** - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the following requirements:

Commercial Grade Concrete .....	00440
Controlled Low Strength Materials .....	00442
Delineators.....	00840.10 and 00840.11
Metal Illumination and Traffic Signal Supports .....	00962
Selected General Backfill .....	00330.13
Selected Granular Backfill.....	00330.14
Reinforcement .....	02510

Furnish electrical Materials that have been approved through the Blue Sheet and Green Sheet submittal process in 00960.02.

Anchor rods shall conform to 02560.30 and to the types and sizes shown.

Use commercially available 30 pound nonperforated asphalt-saturated felt where shown.

Use commercially available No. 10 - 0 sand when sand blanket is required.

Use commercially available UL listed insulating vinyl plastic tape where shown.



Use commercially available UL listed silicon bronze (or copper alloy) split bolt where shown.

Use commercially available galvanized steel weatherproof compression fittings where shown.

**00960.40 General** – Replace this subsection with the following subsection:

**00960.40 Excavation:**

Remove and replace sidewalks, curbs, paved surfaces, and other materials as needed. Replace and finish all surfaces to correspond with the existing surfaces. Restore all disturbed landscaping and underground systems to original condition.

Excavate trenches, foundations, and junction boxes to locations, Neat Lines, grades and Cross Sections as shown or as established or approved. Furnish, place, and remove any shoring required to prevent caving of walls.

Dispose of all excavated Materials according to 00290.20.

**00960.41 Excavation** - Replace this subsection with the following subsection:

**00960.41 Horizontal Directional Drilling** - Drilling shall not "hump" or deform the Pavement and shall be guided. Keep drilling pits at least 2 feet from the edge of Pavement. Do not use water to the extent that the Pavement might be undermined or Subgrade softened. Sand bedding and marking tape are not required with this method.

If jointed conduit is used, verify the joints have not separated by pulling a mandrel through the conduit after installation.

**00960.42 Conduit** - Replace this subsection, except for the subsection number and title, with the following:

**(a) Cleaning New Conduit** – Before cable and wire installation, clean all new conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning.

**(b) Cleaning Existing Conduit** - Before installation of new cable(s) or wire(s) in an existing conduit, temporarily remove all existing cable(s) and wire(s). Clean existing conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning. Stop work and notify the Engineer immediately if there are any difficulties cleaning the existing conduit. Reinstall existing cable(s) and wire(s) in existing conduit unless otherwise shown.

**(d) Connecting Non-Metallic Conduit to Metallic Conduit** - Use a nonmetallic female threaded connector to connect nonmetallic conduit to metallic conduit. required.

**00960.43 Foundations** – Replace this subsection, except for the subsection number and title, with the following:

Construct foundations for pedestals, posts, and cabinets according to Section 00440 and the applicable portions of 00540.48(a). Place concrete:

- Directly against the sides of the excavation in undisturbed or well-compacted material or place in forms.
- With a continuous pour.
- To the elevation shown or directed.
- With conduit ends and anchor rods held securely in proper vertical position, to proper height, using a manufacturer's recommended template until the concrete sets.

Maintain rebar clearances during concrete pour.

Make no adjustments of anchor rods after concrete has set.

Set forms square and true to line and grade. Construct forms of rigid materials that remain in position until removed.

Remove forms and place subsequent loading according to Table 00540-1.

Finish tops of foundations to Roadway, sidewalk or curb grade, or as directed.

Finish exposed concrete foundations to present a smooth, neat appearance. Fill all holes.

**00960.44 Junction Boxes** - Delete this subsection.

**00960.45 Cable and Wire** - Delete this subsection.

**00960.46 Wiring Practices** - Replace this subsection with the following subsection:

**00960.46 Service Cabinet and Electrical Energy** - Install service cabinet and associated equipment early on to allow the Utility to schedule its Work before project completion. Have the service cabinet inspected by the Utility providing power. Arrange for the Utility to make the electrical hookup.

**00960.47 Wood Poles** - Delete this subsection.

**00960.48 Coating** - Delete this subsection.

**00960.49 Electrical Service** - Delete this subsection.

**00960.50 Grounding and Bonding** - Replace this subsection, except for the subsection number and title, with the following:

- (a) **General** - Make all ground rods, metal conduit, metal poles, grounding wire, metallic junction boxes, metallic junction box covers, and cabinets mechanically and electrically secure to form a continuous, effectively grounded and bonded system.

**(b) Grounding/Bonding Wire** - Use a THWN No.6 AWG stranded copper grounding/bonding wire in conduit or as shown. Use an un-insulated No. 4 AWG stranded copper grounding/bonding wire outside of conduit or as shown.

**(c) Ground Rods** - Ground each above ground metallic Structure with a separate ground rod.

**(1) Located in Junction Box** - Install ground rod in a junction box if shown. Drive ground rods into the ground with the top of the ground rod 2 inches to 3 inches above the bottom of the junction box to allow for an accessible clamp.

**(2) Located in Foundation** - Install ground rod in a foundation if shown, with the ground rod 2 inches to 3 inches above the top of the foundation to allow for an accessible clamp.

**(d) Services and Cabinets** - Bond the neutral conductor, the control cabinets, and the metal base to the grounding electrode system.

**(g) Nonmetallic Conduit** - In all nonmetallic conduit, run a ground/bond wire continuously between all poles, pedestals, posts, and cabinets. Bond wires are not required in conduit that only contains circuits that operate at less than 25 volts.

Add the following subsection:

**00960.60 Maintenance, Operation and Power Costs** - The Agency will continue normal maintenance and operations of the existing systems including the furnishing of electrical energy. Do not use for construction purposes electrical energy billed to the Agency or other agencies.

**00960.70 Electrical Energy** – Replace this subsection with the following:

**00960.70 Electrical Energy and Permits** - Electrical permits are required before any electrical installation is begun in conformance with ORS 479.550. Inspections are required for all segments of the traffic signal, traffic signal detection, illumination, and communication system installations, including all underground conduits and other underground work in conformance with OAR 918-271-0040(1). Inspections shall be scheduled as directed on the Electrical Permit forms and the Contractor shall also notify the Project Manager. Electrical Permits must consist of the following components and cover all related work required in the traffic signal, video monitoring system, and communications systems installation:

- Service (for the meter pedestal)
- Feeder (for the feeder to traffic signal control cabinet)
- Branch Circuits (for field wiring)
- Limited Energy – Non Residential (for detection and fiber optic installation)

The electrical Contractor shall provide a copy of the applicable Electrical Permit and a listing of the persons expected to perform the electrical work and otherwise staff the traffic signal, system monitoring video system, and communications systems installation projects to the Project Manager with the project schedule at the arranged contract pre-construction meeting.

Electrical license may be checked periodically in the course of the electrical work. Any necessary fees for electrical permits will be at cost to the Contractor.

After obtaining the required permits, have the power service inspected by the utility providing the power. Arrange for the utility to make the electrical hookup.

Electrical energy costs will be billed to the Agency or those named in the construction agreement for permanent installations. Do not use for construction purposes electrical energy billed to the Agency or other agencies.

Add the following subsection:

**00960.71 As-Built Plans** - Upon completion of the installation, submit a red-lined copy of the original Plans noting all changes made. The information furnished shall include all modifications made and shall represent the material installed and in operation. It shall be sufficiently detailed to enable maintenance forces to replace or repair any part of the Project under routine or emergency maintenance by direct reference.

## END SECTION

### SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

Comply with Section 00962 of the Standard Specifications modified as follows:

**00962.46(j)(2)(d) Final Tightening** - In the table, replace the words "ASTM A325" with the words "ASTM F3125, Grade A325"

**00962.46(j)(3) Bolt Inspection** - Replace the sentence that begins "The installation will be rejected if..." with the following sentence:

The installation will be rejected if the geometry does not satisfy the requirements of 02560.05.

## END SECTION

### SECTION 00990 - TRAFFIC SIGNALS

Comply with Section 00990 of the Standard Specifications modified as follows:

**00990.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

In addition to the requirements of Section 00960 and Section 00962, install traffic signals according to the following Specifications.

Add the following subsection:

**00990.02 Electrical Materials** - Submit all electrical materials the Contractor proposes to install according to 00960.02.

**00990.10 Backer Rod and Loop Sealant** - Replace this subsection with the following subsection:

**00990.10 Materials** - Furnish Materials meeting the following requirements:

Backer Rod ..... 02440.14

Furnish the following Materials from the QPL:

- Hot-Melt Loop Sealant

Add the following subsection:

**00990.11 Traffic Signal Control Devices** - The traffic signal controllers and related Equipment shall conform to requirements of the current edition of the ODOT Standard Specification for Microcomputer Signal Controller and errata.

The most current published version of the ODOT Standard Specification for Microcomputer Signal Controller, including all published errata, on ODOT's Traffic Standards website (see 00110.05(e)) at the time of Advertisement is the version in effect for the Project.

Add the following subsection:

**00990.30 Video/Radar Detector Manufacturer's Representative** - Provide the services of a manufacturer's representative on-site within 1 week in advance of the anticipated signal completion date to set up devices with Agency electrical crew present.

**00990.40 Cable and Wire** : Delete this subsection.

**00990.41 Cabinet** : Replace this subsection with the following subsection:

**00990.41 Inductive Loop Detectors:**

**(a) General** - Do not begin saw cutting until the loop layout has been inspected by the Engineer.

Do not place wire in saw cuts until the cuts have been inspected by the Engineer.

**(b) Saw Cut and Wire Installation** - Saw cut in a manner that is the most practicable, direct line between loops and junction boxes.

Immediately after saw cutting and before the cuttings dry, thoroughly flush each cut with a high-pressure water stream. Before the cuts dry, blow cuts free of water, debris, rock, and grit with compressed air. Slots may also be cleaned by means of a high-pressure water injection/vacuum extraction system. Remove rocks or other material that may be wedged in the cut. Remove and dispose of all cuttings according to 00290.20.

Dry cuts before placing wire.

After the saw cut is cleaned of debris, place the loop wire by pushing it into the slot with a blunt nonmetallic object. Use care to avoid damaging the insulation.

**(c) Sealant** - Install the sealant in slots according to the manufacturer's instructions. Furnish a copy of the manufacturer's specifications including application procedures. The Engineer may order a test run of any application method or material before filling saw cuts.

In order to prevent heat damage to the insulation, do not allow the temperature of the sealant to exceed 410 °F during application. Install hot-melt sealants in layers to prevent damage to wire insulation. Allow each layer to cool before the next layer is installed. Do not use water to accelerate cooling.

Sealants that crack or pull away from the saw cuts after curing will be rejected.

**(d) Resistance and Continuity Testing** - The resistance to ground of the loop and loop feeder combinations, shall be 500 MΩ or greater when checked at the following conditions:

- Before splicing and sealing - continuity test
- Before splicing after sealing - resistance test
- After splicing and sealing - resistance test

Furnish a report of the resistance and continuity results for each loop at each testing condition.

**00990.42 Indication Equipment** : Replace this subsection with the following subsection:

**00990.42 Controller Cabinet Terminations:**

**(a) General** - Terminate all field wiring to the terminal blocks physically attached to the controller cabinet

**(b) Loop Feeder Cables** – When terminating loop feeder cable inside the controller cabinet, do not remove the outside jacket and shield more than 6 inches from the end of the cable. Crimp lugs used for loop wire field terminals may be insulated or non-insulated. Terminate loop feeder shield drain wire to the cabinet input panel grounding bus nearest the feeder wire termination point.

**00990.43 Traffic Signal Detection Devices** : Replace this subsection with the following subsection:

**00990.43 Traffic Control Signs** - The type of sign and method of mounting will be as shown. Signs shall conform to the applicable portions of Section 00940.

**00990.44 Traffic Control Signs** - Replace this subsection with the following subsection:

**00990.44 Illumination on Traffic Signal Poles** - Install illumination and associated appurtenances on traffic signal poles as shown and according to applicable portions of Section 00970.

Add the following subsection:

**00990.45 Signal Covers** - Cover mounted vehicle signals and pedestrian signals at all times until the signal installation is ready for continuous operation.

**00990.46 Fire Preemption** – Replace this subsection with the following subsection:

**00990.46 Pushbutton Covers** - Cover mounted pushbuttons at all times until the pushbuttons are operational.

Add the following subsection:

**00990.60 Cabinet Protection** - Keep interiors of all cabinets clean and free of dust, dirt, moisture, and other foreign matter.

**00990.70(b) Control Equipment Testing** – Replace the sentence that reads “Control equipment will be tested at no cost to the Contractor” with the following:

Any cost associated with testing the control equipment will be the responsibility of the contractor.

Add the following subsection:

**00990.70(f) Control Equipment Installation** - Add the following paragraph to the end of this subsection:

The Agency will be responsible for providing signal timing software and timing parameters.

**00990.70(i) Interconnect System Testing** - Replace the title of this subsection with “**Interconnect System Testing for Copper Twisted Pair**”.

**00990.80 Measurement** - Add the following paragraph to the end of this subsection:

Signs shown on the traffic signal poles, mast arms, or span wires that are shown on the sign and post data table will be measured according to 00930.80 and 00940.80.

**00990.90 Payment** - Add the following paragraph to the end of this subsection:

Signs shown on traffic signal poles, mast arms, or span wires that are shown on the sign and post data table will be paid for according to 00930.90 and 00940.90.

Replace the sentence beginning with “No separate or additional payment will...” with the following paragraph:

No separate or additional payment will be made for:

- Replacement of disturbed earthwork, Base and Surfacing

- Illumination and associated appurtenances shown on traffic signal poles.
- Steel Reinforcement

**END SECTION**

**SECTION 01030 - SEEDING**

Comply with Section 01030 of the Standard Specifications modified as follows:

**01030.00 Scope** – Supplement this section with the following:

This work also consists of all work necessary to restore existing surfacing, including grass, topsoil, gravel materials, mulch and other landscaping or hardscaping, including concrete or pavers, located in areas between the edge of proposed walks and existing landscaped or hardscaped areas. Construct topsoil and grass seeding in areas where existing surfacing is to be removed and replaced with grass or bark mulch. Reinstall existing hardscape surfacings in areas where existing surfacing is to be removed and reinstalled.

**01030.80 Measurement** – Supplement this section with the following item:

- Lump Sum Basis – All roadside restoration work will be measured on the lump sum basis.

**01030.90 Payment** – Supplement this section with the following item:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(n) Roadside Restoration .....	Lump Sum

No separate or additional payment will be made for relocating, adjusting and/or reconnecting existing irrigation or landscape lighting necessary to construct the proposed Work.

**END SECTION**

**SECTION 02001 – CONCRETE**

Comply with Section 02001 of the Standard Specification.

**END SECTION**



## SECTION 02020 - WATER

Comply with Section 02020 of the Standard Specification.

**END SECTION**

## SECTION 02030 - MODIFIERS

Replace Section 02030 of the Standard Specifications with the following Section 02030:

**END SECTION**

## SECTION 02040 – CHEMICAL ADMIXTURES

Comply with Section 02040 of the Standard Specifications modified as follows:

**02040.10 Materials** - Replace this subsection, except for the subsection number and title, with the following:

Furnish admixtures from the QPL.

**END SECTION**

## SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.10 Liquid Compounds** - Delete the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

Delete the paragraph that begins “Before using liquid compounds, submit...”.

**02050.20 Polyethylene Films** - Delete the paragraph that begins “Furnish clear or white...” with the following paragraph:

Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

**END SECTION**

## SECTION 02080 – GROUT

Comply with Section 02080 of the Standard Specifications modified as follows:

**02080.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for grout.

**02080.30 Keyway Grout** – Replace the sentence that begins “Furnish keyway grout from the QPL...” with the following sentence:

Furnish keyway grout from the QPL.

**02080.60 Structural Grout** - Replace the sentence that begins “Furnish structural grout from the QPL...” with the following sentence:

Furnish structural grout from the QPL.

Add the following subsection:

**02080.70 UHPC Grout** - Furnish Ultra-High Performance Concrete (UHPC) grout used in the keyways of precast prestressed concrete members or other applications when shown. Furnish UHPC grout from the QPL.

## END SECTION

## SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

**02440.19 Steel Bridging Plate** - Replace this subsection, except for the subsection number and title, with the following:

Furnish ASTM A36 steel bridging plate with a minimum thickness of 1/4 inch and a width of 8 inches, cut in lengths of 4 to 8 feet. Drill spike holes at 12 inch centers along the centerline of the plate.

**02440.20 Preformed Joint Seal** - Replace this subsection, except for the subsection number, with the following:

**02440.20 Strip Seal** - Furnish strip seals from the QPL and conforming to ASTM D5973.

Add the following subsection:

**02440.22 Preformed Compression Joint Seal** - Furnish preformed compression joint seals from the QPL and conforming to the requirements of AASHTO M 297.

**02440.30 Hot Poured Joint Filler** - Replace this subsection with the following subsection:

**02440.30 Hot Applied Joint Sealant** - Furnish hot applied joint sealant from the QPL and conforming to the requirements of ASTM D6690, Type II.

**02440.40 Gaskets for Concrete Pipe and Precast Manhole Section Joints** - Replace this subsection, except for the subsection number and title, with the following:

(a) **Preformed Flexible Joint Sealant** - Furnish Materials for tongue and groove or key lock manhole joints conforming to the requirements of ASTM C990.

(b) **Rubber Gaskets** - Furnish Materials for O-ring manhole and concrete pipe joints conforming to ASTM C443.

**02440.70(b) Rubber** - Replace this subsection, except for the subsection number and title, with the following:

Provide rubber water stops to the dimension shown and conforming to the requirements of ASTM C923, ASTM C1478, or ASTM F2510 as appropriate for the specific structure and pipe types.

## END SECTION

### SECTION 02450 – MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

**02450.30 Metal Frames, Covers, Grates, and Ladders** - Replace this subsection with the following subsection:

**02450.30 Metal Frames, Covers, Grates, and Steps** – Comply with the following:

<b>Projects on State Highways</b>		
<b>Item</b>	<b>AASHTO (ASTM) Designation</b>	<b>Grade</b>
Manhole frames and covers	M 306	Class 35 B
Inlet frames and grates	M 306	Class 35 B
	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35
<b>All Other Projects</b>		
<b>Item</b>	<b>AASHTO (ASTM) Designation</b>	<b>Grade</b>
Manhole frames and covers	M 105	Class 30 B
Inlet frames and grates	M 227 (A663)	65
	M 270 (A709) (A36)	36

Fabricate steps for manholes from structural steel having a minimum yield strength of 28,000 psi and galvanized according to AASHTO M 111 (ASTM A123).

Steps for manholes shall be steel-reinforced plastic conforming to AASHTO M 199 (ASTM C478) and AASHTO T 280 (ASTM C497). The steel shall be deformed reinforcing bar conforming to AASHTO M 31 (ASTM A615) Grade 60, No. 4 minimum. The plastic material surrounding the reinforcing steel bar shall be injection molded, with a textured, non-slip surface and a minimum thickness over the steel of 1/16 inch. Voids in the plastic will be cause for rejection of the step.

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

## END SECTION

### SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

**02510.10 Deformed Bar Reinforcement** - Replace this subsection, except for the subsection number and title, with the following:

Furnish deformed bar reinforcement from the QPL and conforming to the requirements of ASTM A 706, AASHTO M31 (ASTM A615), or AASHTO M334 (ASTM A1035 CS). Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

**02510.20 Mechanical Splices** - Replace this subsection, except for the subsection number and title, with the following:

Furnish mechanical splices from the QPL. Where bars of different sizes or strengths are connected, the governing strength shall be the strength of the smaller or weaker bar.

- Type 1 Mechanical Splices - Furnish Type 1 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars. Type 1 Mechanical Splices are not allowed for column bars.
- Type 2 Mechanical Splices - Furnish Type 2 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars and 100 percent of the specified tensile strength of the reinforcing bars.
- Total slip displacement - Measure displacement after loading in tension to 30.0 ksi and relaxing to 3.0 ksi. The displacement for bars up to No. 14 shall not exceed 0.01 inches. The displacement for No. 18 bar shall not exceed 0.03 inches.

**02510.25 Headed Bar Reinforcement** - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class HA headed steel bar from the QPL for concrete reinforcement. The headed steel bar shall develop the specified minimum tensile strength of the reinforcing bars, according to ASTM A970. Ferrous-filler coupling sleeves and welded headed steel bars are not allowed for concrete reinforcement.

#### END SECTION

### SECTION 02530 - STRUCTURAL STEEL

Comply with Section 02530 of the Standard Specifications modified as follows:

**02530.70 Galvanizing** - Replace the paragraph that begins "Steel that will be finished by hot-dip galvanizing..." with the following paragraph:

Steel that will be finished by hot-dip galvanizing for use as sign bridges, illumination poles, traffic signal poles, sign supports, bridge rail and items designated on the Plans as "Galvanize - Control Silicon" shall have controlled silicon content. The silicon content shall be in either of the ranges 0 - 0.06 percent or 0.13 - 0.25 percent. Before galvanizing, submit mill test certificates verifying silicon content to the Engineer and the galvanizer.

#### END SECTION

### SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

Add the following subsection:

**02560.05 Geometry** - Bolt or rod length used shall be such that the end of the bolt or rod extends beyond or is at least flush with the outer face of the nut when properly installed.

**02560.10(b) Nuts** - Replace this subsection, except for the subsection number and title, with following:

Nuts for carbon steel bolts shall conform to the requirements of the following, or equivalent:

#### **Plain (Noncoated) Bolts:**

- 1/4" - 1 1/2" - ASTM A563, Grade A, hex
- Over 1 1/2" - 4" - ASTM A563, Grade A, heavy hex

#### **Galvanized Bolts:**

- All - ASTM A563, Grade A, C, D, or DH, heavy hex

**02560.20(a) Bolts** – Replace this subsection, except for the subsection number and title, with following:

High-strength bolts used in noncoated weathering steel connections shall be Type 3. High-strength bolts shall conform to the requirements of the following:

**Heavy Hex Head:**

- ASTM F3125, Grade A325

**Twist-Off:**

- ASTM F3125, Grade F1852

**02560.20(b) Nuts** – Replace this subsection, except for the subsection number and title, with following:

Nuts for high-strength bolts shall conform to the requirements of the following, or equivalent:

**Type 1 Plain (Noncoated) Bolts:**

- All - Heavy hex ASTM A563, Grade C, D, or DH

**Type 1 Galvanized Bolts:**

- All - Heavy hex ASTM A563, Grade DH

**Type 3 Bolts:**

- All - Heavy hex ASTM A563, Grade C3 or DH3

**02560.20(f) Lock-Pin and Collar Fasteners** - Delete this subsection.

**02560.30(c) Nuts** – Replace this subsection, except for the subsection number and title, with following:

Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

**Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:**

- All - Heavy hex ASTM A563, Grade A

**Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:**

- All - Heavy hex ASTM A563, Grade A, C, D, or DH

**Plain Or Galvanized High-Strength Tie Rods, Anchor Bolts, or Anchor Rods:**

- All - Heavy hex ASTM A563, Grade DH

**02560.40 Galvanizing and Coating** - Replace this subsection with the following subsection:

**02560.40 Galvanizing and Coating:**

**(a) High Strength Fasteners** - When specified, hot-dip galvanize Grade A325 fasteners or mechanically deposit zinc to Grade F1852 fasteners according to ASTM F3125.

**(b) Tie Rods, Anchor Bolts, Anchor Rods and Carbon Fasteners** - Hot-dip galvanize, tie rods, anchor bolts, anchor rods, nuts, washers and carbon fasteners according to ASTM F2329 as appropriate to the product.

Overtap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to ASTM A563.

Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.

**(c) Direct Tension Indicators** – When specified, apply mechanically deposited zinc according to ASTM F959.

**(d) Repair of Hot-Dip Galvanizing** - Repair damaged hot-dip galvanizing according to ASTM A780. Minimum zinc content for Method A2 is 94 percent on the dry film.

**02560.60(b) Other Test Requirements** - In the paragraph that begins "Wedge test all bolts according..." replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".

**02560.70 Lubricating Fasteners** - Replace this subsection, except for the subsection number and title, with following:

Furnish all galvanized and coated fasteners with a factory applied commercial water-soluble wax that contains a visible dye of a color that contrasts with the color of galvanizing or coating. Black fasteners shall be "oily" to the touch when installed.

Field lubricate galvanized bolts in tapped holes, galvanized anchor rods, and galvanized tie rods with a lubricant from the QPL. Apply lubricant to threads and to bearing surfaces that will turn during installation.

Protect fasteners from dirt and moisture at the Project site.

Retest heavy hex head fasteners that do not pass the field rotational capacity test. Clean and relubricate heavy hex head fasteners with a lubricant from the QPL prior to retesting.

Relubrication of Twist-Off fasteners is not permitted.

**END SECTION**

## SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

**02910.20 Reflective and Retroreflective Sheeting** - Replace the title of this subsection with “**Retroreflective Sheeting**”

**02910.20(a) General** - Replace the paragraph that begins “Use retroreflective sheeting Type...” with the following paragraph:

Use retroreflective sheeting from the QPL and the following:

**02910.32(b) Retroreflective Sheeting Legend** – Replace the paragraph that begins “The Silver-white or white letters...” with the following paragraph:

Removable legend shall be fabricated with sheeting conforming to 02910.20 that is permanently adhered to a flat aluminum frame.

**02910.40 Hardware** - Replace the paragraph that begins "The bolts, nuts, and washers..." with the following paragraph:

The bolts, nuts, and washers used to fabricate and erect signs shall be aluminum alloy, stainless steel, or hot-dip galvanized steel. Aluminum for bolts and nuts shall conform to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Aluminum washers shall conform to ASTM B209, alloy Alclad 2024-T4. Stainless steel for bolts, nuts, and washers shall be Type 304 or Type 316. Galvanized steel bolts, nuts and washers shall be medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153).

**02910.75(a) Warranty Period** – Replace the bullet that begins “For retroreflective Type III and Type IV ...” with the following paragraph:

- For retroreflective ASTM Type III and Type IV sheeting used for permanent signs, the warranty period shall be for 10 years.

Replace the bullet that begins “For retroreflective Type IX sheeting used ...” with the following paragraph:

- For retroreflective ASTM Type IX and Type XI sheeting used for permanent signs, the warranty period shall be for 12 years.

**02910.75(b) Failure** – Replace the bullet that begins “70 percent of minimum coefficient...” with the following paragraph:

- 70 percent of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D4956 for the remaining 3 years of the warranty period for Type III and Type IV sheeting and remaining 5 years of the warranty period for Type IX and Type XI sheeting.



**02910.75(c) Remedy** – Replace the bullet that begins “For the remaining 3 years ...” with the following paragraph:

- For the remaining 3 years (5 years for ASTM Type IX and Type XI sheeting), furnish replacement sheeting required to restore the sign panel to a condition that meets the Specifications.

**END SECTION**

**SECTION 02920 - COMMON ELECTRICAL MATERIALS**

Comply with Section 02920 of the Standard Specifications modified as follows:

**02920.21(a) General** – Add the following to the end of this Section:

All high-voltage wiring smaller than #10 AWG shall be IMSA 19-1 cable.

**02920.21(c) Traffic Signal Circuits** – Replace this Section with the following:

The #14 AWG, multi-conductor cables ran for traffic signal circuits will conform to IMSA Specification 19-1. Color coding of the conductors will be as follows:

**Traffic Signal Color Code**  
 Clackamas County, Oregon  
 #14 AWG IMSA 19-1 Traffic Signal Cable  
 Mast Arms Only

	Function (Phase)	20 Conductor [Feed]	10 Conductor [Branch]	7 Conductor [Branch]	5 Conductor [Branch]	4 Conductor [Branch]
Main Street	Phase Red	Red	Red	Red	Red	Red
	Phase Yellow	Orange	Orange	Orange	Orange	Orange
	Phase Green	Green	Green	Green	Green	Green
Side Street	Phase Red	Red/Black	Red/Black	Red	Red	Red
	Phase Yellow	Orange/Black	Orange	Orange	Orange	Black
	Phase Green	Green/Black	Green/Black	Green	Green	Green
Left Turn	Phase Red	Red/Black	White/Black	White/Black	Red	Red
	Phase Yellow	White/Red	Black	Black	Orange	Black
	Phase Green	Black/White	Blue	Green	Green	Green
Overlap	Phase Red	Red/Green	White/Black	White/Black	Red	Red
	Yellow/Flashing Yellow Arrow	Orange/Red	Black	Black	Orange	Black
	Phase Green	Blue/Red	Blue	Blue	Green	Green
Main Street	Phase Don't Walk	Red/White	Red	Red	Red	-
	Phase Walk	Green/White	Green	Green	Green	
Side Street	Phase Don't Walk	Black	Red/Black	Red	Red	-
	Phase Walk	Blue/White	Green/Black	Green	Green	-

Push-Button	Common	White/Black	White/Black	White/Black	Orange	-
	Main Street Phase	Blue	Blue	Blue	Black	-
	Side Street Phase	Blue/Black	Black	Black	Black	-
Spare		White	-	-	-	-
AC Common (Branch Only)		-	Spare	White		

**END SECTION**

**SECTION 02925 - TRAFFIC SIGNAL MATERIALS**

Comply with Section 02925 of the Standard Specifications modified as follows:

Add the following subsection:

**02925.40(a) Power Service Cabinet** - Service cabinets shall be the following or an approved equal:

Fouch Drwg #0600-0074-00 (NEMA 3-R Metered Base Mount Service Cabinet Clackamas County).

Add the following subsection:

**02925.46 Fire Preemption Equipment** - Fire Preemption systems for installation at traffic signals shall be as follows:

Fire Preemption system shall be GTT Opticom. See plan set for additional details. The following components make up the fire preemption system.

(a) **Fire Preemption Phase Selector (P/N: Opticom 762)** - Interface device for installation in the cabinet.

(b) **Fire Preemption Detector Unit (P/N: Opticom 722)** - Field detector for fire preemption system.

(b) **Fire Preemption Detector Feeder Cable (P/N: Opticom 138)** – For installation between the cabinet and the field detector at the location shown in the plan set.

**02925.66 Pedestrian Push Buttons and Mount:** - Replace Section 02925.66 with the following:

**02925.66 Pedestrian Push Buttons and Mount:** - Pedestrian pushbuttons for installation at traffic signals shall be as follows:

Pedestrian push button system shall be a Polara iNavigator 2-Wire (iNS2) Push Button Station (P/N: iNS2-3-T-N-0-B) or approved equal. Pedestrian pushbuttons shall be programmed by Clackamas County. Contact Rich Gandy, Traffic Signal Lead Signal, at 503-758-2065 and [rgandy@clackamus.us](mailto:rgandy@clackamus.us) at least 48 business-hours prior to APS pushbutton installation. See the plan set for additional details. The following components make up the push button system:

- (a) **Push Button Station (P/N: iNS2 PBS)** - The main body with pushbutton for installation on the signal or pedestrian pole using 2-Wire push button wired as a 3-Wire system.
- (b) **Ped Head Control Unit (P/N: iPHCU3W)** - Interface device for installation in pedestrian signal head. One per Push Button Station.
- (c) **Pedestrian Push Button Decal** - The pedestrian push button sign shall be a Polara option T (Hi-Intensity Retroreflective MUTCD R10-3e) 9"x15" sign.
- (d) **Interconnect Cables (iN3-CABLE-X)** - Pre-cut lengths (12', 25', or 50') of interconnect cable from Push Button Station to Ped Head Control Unit.
- (e) **iNav Bluetooth Dongle (iN-DGL)** - Bluetooth dongle to communicate from personal computer with Polar iN3 Push Button Station.

**END SECTION**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Ward Insurance Agency Inc. PO Box 10167 Eugene OR 97440	<b>CONTACT NAME:</b> Angela Sangl <b>PHONE (A/C. No. Ext):</b> 541-687-1117 <b>FAX (A/C. No):</b> 541-342-8280 <b>E-MAIL ADDRESS:</b> angela@wardinsurance.net
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Cincinnati Casualty <b>NAIC #</b> 28665	
INSURER B : Westchester Surplus Lines Insurance Company      10172	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER: 1523698448**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	EPP0617275	6/1/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EPP0617275	6/1/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EPP0617275	6/1/2021	6/30/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	POLLUTION LIABILITY INSTALLATION FLOATER			G73527648001 EPP0617275	6/1/2021 6/1/2021	6/30/2022 6/30/2022	OCCURENCE: \$1,000,000 ANY ONE LOC: \$500,000 AGGR: \$1,000,000 TRANSIT: \$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate holder and all entities required by written contract are included as additional insureds on a primary and non-contributory basis with waiver of subrogation as respects to the general liability including completed operations and auto liability as required by written contract. Subject to policy limits, terms, conditions and exclusions. Umbrella follows form.

RE: Project #2021-37 Sunnyside Road ADA Ramp Improvements (132nd -162nd)

<b>CERTIFICATE HOLDER</b>  Clackamas County 2051 Kaen Road Oregon City OR 97045	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTORS' COMMERCIAL GENERAL LIABILITY**  
**BROADENED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Endorsement - Table of Contents:**

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• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Permits; and	
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**B. Limits Of Insurance:**

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

- 1. Employee Benefit Liability Coverage**  
 Each Employee Limit: \$1,000,000  
 Aggregate Limit: \$3,000,000  
 Deductible Amount: \$ 1,000
- 3. Damage To Premises Rented To You**  
 The lesser of:  
 a. The Each Occurrence Limit shown in the Declarations, or  
 b. \$500,000 unless otherwise stated \$ \_\_\_\_\_
- 4. Supplementary Payments**  
 a. Bail Bonds: \$2,500

- b. Loss Of Earnings: \$ 500
- 5. Medical Payments**  
 Medical Expense Limit: \$10,000
- 9. Property Damage To Borrowed Equipment**  
 Each Occurrence Limit: \$10,000  
 Deductible Amount: \$ 250
- 16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)**  
**Limits Of Insurance**  
 Coverage a.  
 \$1,000 Each Occurrence  
 \$5,000 Aggregate  
 Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ \_\_\_\_\_  
 Deductible Amount (Each Occurrence)  
 Coverage a. \$250  
 Coverage b. \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS	RATE	ADVANCE PREMIUM
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	(For Limits in Excess of \$5,000)	(For Limits in Excess of \$5,000)
b. Care, Custody Or Control			\$
<b>TOTAL ANNUAL PREMIUM</b>			<b>\$</b>

**C. Coverages**

**1. Employee Benefit Liability Coverage**

a. The following is added to **Section I - Coverages**:

**Employee Benefit Liability Coverage**

**(1) Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administrator" of your "employee benefit program", and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the "first effective date" of

this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative",

i) Reports all, or any part of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

**(2) Exclusions**

This insurance does not apply to:

(a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

(b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) **Inadequacy Of Performance/Advice Given With Respect To Participation**

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) **Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) **Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) **Employment-Related Practices**

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, demotion, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

(4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(3) Supplementary Payments**

**Section I - Coverages, Supplementary Payments - Coverages A And B** also apply to this Coverage.

**b. Who Is An Insured**

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

### c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions, or

(e) Benefits included in your "employee benefit program";

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions; negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

### (4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

(1) Our right and duty to defend the insured against any "suits" seeking those damages, and

(2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim; apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

### d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

**2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was or when it occurred; and

(2) The names and addresses of any one who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. Other Insurance is replaced by the following:

#### 5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

##### b. Method Of Sharing

If all of the other insurance permits contribu-

tion by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

##### c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

##### e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

- (1) The following definitions are added:

##### 1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker", "employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.



**2. Unintentional Failure To Disclose Hazards**

**Section IV - Commercial General Liability Conditions, 7. Representations** is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

**3. Damage To Premises Rented To You**

**a. The last Paragraph of 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c**, through **q**, do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance**.

**b. The insurance provided under Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.**, above:

- The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **1. War and the Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:
- This insurance does not apply to:
- (a) "Property damage":
    - (i) Assumed in any contract or agreement or
    - (ii) Caused by or resulting from any of the following:
      - 1) Wear and tear.

**2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.**

**3) Smog;**

**4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;**

**5) Settling, cracking, shrinking or expansion;**

**6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or**

**7) Presence, growth, proliferation,**

spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi;

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

- 1) Foundations, walls, floors or paved surfaces;

**2) Basements, whether paved or not; or**

**3) Doors, windows or other openings.**

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure, or
- (ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit Of Insurance**

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.**, above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:**
- a.** While rented to you, or temporarily occupied by

you with permission of the owner;

**b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

**c.** In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in **Section B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

**4. Supplementary Payments**

Under **Section I - Supplementary Payments - Coverages A And B:**

**a.** Paragraph **2.** is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**b.** Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

**5. Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

**6. 180 Day Coverage For Newly Formed Or Acquired Organizations**

**Section II - Who Is An Insured** is amended as follows:

- Subparagraph **a.** of Paragraph **3.** is re-placed by the following:
- a.** Insurance under this provision is afforded only until the 180th day after

You acquire or form the organization or the end of the policy period, whichever is earlier;

#### 7. Waiver Of Subrogation

##### Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us

is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

#### 8. Automatic Additional Insured - Specified Relationships

The following is added to Section II - Who Is An Insured:

(1) Any person(s) or organization(s) described in Paragraph 8.a.(2) of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

##### (a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

##### (b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

##### (c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthenticated by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c) (1) (4) or (6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

or container, entering info, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products;

**(d) State Or Governmental Agency Or Subdivision Or Political Subdivision Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellular entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

**(e) Mortgagee, Assignee Or Receiver**

Any person or organization with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

- (a) Only applies to the extent permitted by law; and
  - (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
  - (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.
- b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, the following is added to **Section III - Limits Of Insurance**:
- (1) The most we will pay on behalf of the additional insured is the amount of insurance;
  - (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph 8.a.(1) of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**c. Section IV - Commercial General Liability Conditions** is amended to include the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

**d. Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**9. Property Damage To Borrowed Equipment**

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section**

**tion I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:
  - (a) Insureds;
  - (b) Claims made or "suits" brought; or
  - (c) Persons or organizations making claims or bringing "suits";

**(2) Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services**

Paragraph 2a.(1)(d) under Section II - Who Is An Insured does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**11. Broadened Notice Of Occurrence**

Paragraph a. of Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

**12. Nonowned Aircraft**

The following is added to Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

**13. Bodily Injury Redefined**

Section V - Definitions, 4. "Bodily Injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death, resulting from any of these at any time.

**14. Expected Or Intended Injury Redefined**

The last sentence of Exclusion 2.a. Expected Or Intended Injury under Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**15. Former Employees As Insureds**

The following is added to Paragraph 2. under Section II - Who Is An Insured:

- 2. Each of the following is also an insured:
  - Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

**16. Voluntary Property Damage Coverage**

**a. Coverage D - Voluntary Property Damage Coverage**

Section I - Coverages is amended to include the following:

**(1) Insuring Agreement**

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

**(2) Exclusions**

This insurance does not apply to "property damage" that would be excluded by Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, except for J. Damage To Property, paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.

**(3) Definitions**

For purposes of Voluntary Property Damage Coverage only, the following definitions under Section V - Definitions are replaced by the following:

16. "Occurrences" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

**b. Care, Custody Or Control Liability Coverage**

For purposes of the coverage provided by Care, Custody Or Control Liability Coverages in this endorsement only:

(1) Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides cover-

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

**c. Limits Of Insurance And Deductibles**

For purposes of the coverage provided by **Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage, Each Occurrence Limit Of Insurance** is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage:**

(b) **The Care, Custody Or Control Liability Coverage, Each Occurrence Limit Of Insurance** is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage:**

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage, Aggregate Limit Of Insurance** is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

**(4) Deductible Clause**

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

**17. Broadened Contractual Liability - Work Within 50' Of Railroad Property**

**Section V - Definitions, 12. "Insured contract"** is amended as follows:

- a. Paragraph c. is replaced by the following:
- c. Any easement or license agreement:
- b. Paragraph f(1) is deleted in its entirety.

**18. Alienated Premises**

**Exclusion 2j. Damage to Property, Paragraph (2) under Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. a. The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C, MEDICAL PAYMENTS**;

(2) Damages under **COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY**.

This General Aggregate Limit will not apply if either the Location General Aggregate

gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

- b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**,

which can be attributed to operations at only a single location owned by, or rented or leased to you.

- c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

which can be attributed only to ongoing operations and only at a single construction project.

- d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a.**, **2.b.**, or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on

your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties in the Event of Occurrence, Offense, Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or



- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
  2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
  2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

**Waiver of Subrogation**

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CinciPlus®**  
**BUSINESS AUTO XC+®**  
**(EXPANDED COVERAGE PLUS)**  
**ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**E. Audio, Visual and Data Electronic Equipment**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

**F. Who is an Insured - Amended**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
  - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
  - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

**G. Liability Coverage Extensions - Supplementary Payments - Higher Limits**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

**H. Amended Fellow Employee Exclusion**

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

**I. Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

#### J. Rental Reimbursement

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

#### K. Transportation Expense - Higher Limits

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

#### L. Airbag Coverage

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

#### M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
  - a. The most we will pay for "loss" in any one "accident" is the greater of:
    - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
      - (a) Overdue lease or loan payments;
      - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
      - (c) Security deposits not refunded by the lessor;
      - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      - (e) Carry-over balances from previous loans or leases, or
    - (2) Actual cash value of the stolen or damaged property.
  - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C. "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
  - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ward Insurance Agency Inc. PO Box 10167 Eugene OR 97440	<b>CONTACT NAME:</b> Angela Sangl <b>PHONE (A/C. No. Ext):</b> 541-687-1117 <b>E-MAIL ADDRESS:</b> angela@wardinsurance.net		<b>FAX (A/C. No):</b> 541-342-8280
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Brown Emrick Company PO Box 26439 Eugene OR 97402	<b>INSURER A:</b> Cincinnati Casualty		<b>NAIC #</b> 28665
	<b>INSURER B:</b> SAIF Corporation		36196
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 117113761

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EPP0617275	6/1/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	523102	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project #2021-37 Sunnyside Road ADA Ramp Improvements (132nd -162nd)

**CERTIFICATE HOLDER****CANCELLATION**
 Clackamas County  
 2051 Kaen Road  
 Oregon City OR 97045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**DAN JOHNSON**  
DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Traffic Safety Supply Company, for the  
Purchase of Sign and Safety Materials**

<b>Purpose/Outcome</b>	Execution of Contract #4145 for safety and sign materials for the Department of Transportation and Development.
<b>Dollar Amount and Fiscal Impact</b>	Total contract value at \$800,000 until June 30, 2027
<b>Funding Source</b>	Road Fund
<b>Duration</b>	June 30, 2027
<b>Previous Board Action/Review</b>	6/15/2021: Discussion item at issues
<b>Strategic Plan Alignment</b>	1. <i>These materials help create and maintain safer county roads for all users, and keeps our sign crews supplied through multiple seasons.</i> 2. <i>These materials will also help DTD maintain required MUTCD standards for our roadways.</i>
<b>Counsel Review</b>	AN, June 2, 2021
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Ryan Hixson, Transportation Maintenance Supervisor 503-650-3205
<b>Contract No.</b>	#4145

**Background:**

Clackamas County Department of Transportation and Development applies and maintains road signage for the safety of those using County roads. It is vitally important that the County develop an agreement and maintain a supply of sign materials. The Clackamas County Road Department maintains local roadways which utilize various materials to ensure regulatory compliance requirements and road safety. Material consumption varies upon changes in traffic, weather, and process control demands. These specifications meet MUTCD standards and QPL criteria required by Clackamas County and ODOT.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on March 25, 2021. Proposals were opened on April 27, 2021. The County received one (1) Proposal: Traffic Safety Supply Company. An evaluation committee of three DTD personnel scored Traffic Safety Supply Company's proposal confirmed their capability of performance.



**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Contract with Traffic Safety Supply Company, for the purchase of safety and sign materials.

Sincerely,

*Ryan Hixson*

Ryan Hixson  
Transportation Maintenance Supervisor

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #4145**

This Goods and Services Contract (this "Contract") is entered into between **Traffic Safety Supply Company** ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") on behalf of its Department of Transportation and Development for the purposes of providing on-call sign materials and road safety supplies ("Work").

**I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2027**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**II. SCOPE OF WORK**

This Contract covers the Scope of Work described in **RFP#2021-26 Sign Materials- Safety, Road and Traffic**, attached and hereby incorporated by reference as Exhibit "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit "A," and the Contractor's Proposal attached and hereby incorporated by reference as Exhibit "B." Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Ryan Hixson.

This Contract is on an "on-call" or "as-needed basis" for Work.

When the County needs the Work performed the County, through its contract administrator, will order the desired type and amount of materials or supplies through a County Purchase Order or a County P-Card, at the rates set forth in Exhibit B. Contractor may not perform Work until Contractor receives an order for materials or supplies through a County Purchase Order or a County P-Card.

No order shall modify or amend the terms and conditions of this Contract.

**III. COMPENSATION**

**1. PAYMENT.** The County agrees to compensate the Contractor on a time and material fee basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **One Hundred Sixty Thousand Dollars (\$160,000.00)** and the total Contract compensation shall not exceed **Eight Hundred Thousand Dollar \$800,000.00**. The not to exceed consideration amounts described herein reflect the maximum Contractor could be paid for performing the Work. However, the Work will be performed as needed by, and upon request of, County. Contractor shall only be compensated for Work requested by County and actually performed by Contractor. Because the actual amount of Work needed is uncertain, County does not promise or guarantee any specific amount of Work will be requested from Contractor, nor does County promise or guarantee that Contractor will be paid the full not-to-exceed amount described above

**2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No

If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

**INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: [RHixson@clackamas.us](mailto:RHixson@clackamas.us)

**3. CONTRACTOR AND COUNTY CONTACTS.**

Contractor	County
Administrator: Tammy Stonebrink Phone: 203-235-8531 Email: <a href="mailto:tstonebrink@tssco.com">tstonebrink@tssco.com</a>	Administrator: Ryan Hixson Phone: 503-650-3205 Email: <a href="mailto:RHixson@clackamas.us">RHixson@clackamas.us</a>

**IV. CONTRACT PROVISIONS**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution

of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which 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 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.
10. **INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:
  - A. **COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed

inoperative to that extent.

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

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

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

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

- a. **Performance Warranty.** Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. **Service Warranty.** Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to

Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, 18, 21, 22, 23, and 32, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state



that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- 20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.
- 21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.
- 22. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

- 25. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- 29. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- 30. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without

charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.


**31. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

**32. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

**Traffic Safety Supply Company**  
2324 SE Umatilla Street  
Portland, Oregon 97202

Clackamas County

 6/1/21  
Authorized Signature Date

\_\_\_\_\_  
Chair Date

Jeff Parson President  
Name / Title (Printed)

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

066712-18  
Oregon Business Registry #

APPROVED AS TO FORM

DBC/Oregon  
Entity Type / State of Formation

 06/02/2021  
County Counsel Date

**EXHIBIT A**  
**RFP#2021-26 Sign Material- Safety, Road, and Traffic**  
**Issued March 25, 2021**



**REQUEST FOR PROPOSALS #2021-26**

**FOR**

**SIGN MATERIALS- SAFETY, ROAD, AND TRAFFIC**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**  
**SONYA FISCHER, Commissioner**  
**PAUL SAVAS, Commissioner**  
**MARK SHULL, Commissioner**  
**MARTHA SCHRADER, Commissioner**

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**Gary Schmidt**  
**County Administrator**

**Tralee Whitley**  
**Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:**       **April 27, 2021**

**TIME:**       **2:00 PM, Pacific Time**

**PLACE:**      **[Procurement@clackamas.us](mailto:Procurement@clackamas.us)**

## **SCHEDULE**

Request for Proposals Issued.....	March 25, 2021
Protest of Specifications Deadline.....	April 1, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	April 20, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	April 27, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	June 2021

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**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, April 27, 2021** (“Closing”), to provide Sign Materials. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the contractor to begin work in June 2021.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-26-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at [twhitley@clackamas.us](mailto:twhitley@clackamas.us)

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Analyst, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must



be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County is seeking Proposals from vendors to provide the supply of sign materials and their delivery on an as-needed basis to the road department.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2 BACKGROUND**

Clackamas County Department of Transportation and Development (“DTD”) applies and maintains street signage for the safety of those using Clackamas County roads. It is vitally important that we develop an agreement and maintain a supply of sign materials.

### **3.3. SCOPE OF WORK**

The Clackamas County Road Department maintains local roadways which utilize various materials to ensure regulatory compliance requirements and road safety. Material consumption varies upon changes in traffic, weather, and process control demands. This specification covers Manual on Uniform Traffic Devices (“MUTCD”) approved materials that meet safety specifications.

#### **3.3.1.**

##### **A. General Requirements**

- Ordering will occur on an On-Call basis (or as needed). Orders will be placed against an assigned County Purchase Order or may be ordered with County P-Card.
- Marking: Each shipment material shall be identified. Identifications shall include but are not limited to style, size, and quantity.
- All signs will be new and must include a standard warranty for the product.
- The quantities listed on the Fee Schedule (attachment A) represent an estimated annual usage for bidding purposes only and do not constitute a commitment by the Clackamas County to purchase the amounts indicated.
- Removal of Unsatisfactory Materials: If the material does not meet the requirements of the appropriate County Standard, or is not satisfactory to the department staff (or appointed representative) the vendor shall remove the material from the premises at the purchaser’s request and replace it with a like amount of satisfactory material, or a price adjustment may be agreed upon between the purchaser and the vendor.
- Vendors and chemicals shall comply with all applicable rules and regulations of the State of Oregon and all other authorities having jurisdiction. Deliveries will be within a reasonable time, relative to the placement of an order. Expected response from date of order is fourteen (14) days
- Delivery times shall be coordinated with Clackamas County, or a Clackamas County representative, at the time of placing an order.
- Supplier can only submit one invoice for payment after all materials are received.

##### **B. Delivery and Response Time**

Delivery will typically be Monday – Thursday between the hours of 7:00AM- 4:00PM PST, with volumes indicated at the time of order.

Expected delivery from date of order is fourteen (14) days.

**C. Delivery Location**

Clackamas County Roads Traffic Department  
920 Abernethy Rd.  
Oregon City, OR 97045

**D. Trucking and Offloading**

Sign materials must come able to be offloaded by forklift. Offloading of materials may be made via vendor supplied forklift or co-op offload with County staff and County forklift. The preference of the County is for the awarded contractor to have in-house trucking methods with minimal subcontractor trucking.

**E. Warranties**

The products supplied shall be warranted to be in complete compliance with the specifications and completely satisfactory for their intended use. Unsatisfactory items will be replaced, at no cost, or satisfactory adjustment made.

**F. Price Adjustments**

Proposer(s) may request pricing changes (increase or decrease) once a year, between March 1-10 of each year of the contract. A request may not be submitted prior to March 2022. The County will not consider requests not received during the above referenced request periods. The Districts intent is to ensure that it is paying competitive market rates for products. All agreed upon price adjustments will be incorporated via an amendment to the awarded contract.

**3.3.3. Term of Contract:**

The term of the contract shall be from the effective date through **June 30, 2023**, with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample **Goods & Services Contract** for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-25
Ability to meet delivery timeline	0-20
Material Pricing	0-50
References	0-5
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

**SECTION 5  
PROPOSAL CONTENTS**

**5.1. Vendors must observe submission instructions and be advised as follows:**

**5.1.1.** Complete Proposals must be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

**Provide the following information in the order in which it appears below:**

**5.2. Proposer's General Background and Qualifications:**

- Description of the firm.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

**5.3. Ability to Meet Delivery Timelines**

Ability to deliver to site Freight on Board ("FOB") non-custom and stocked items within 7 days. Custom signage within 14 days.

**5.4. Material Pricing- Complete the attached Fee Schedule (Attachment A)**

Material pricing should be sufficiently descriptive to facilitate acceptance of a Proposal. Prices should be fully loaded, inclusive of all fees, delivery, or otherwise.

**5.5. References**

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

**5.6 Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**

**RFP #2021-26 Sign Materials**

Submitted by: Traffic Safety Supply Co, Oregon  
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Tammy Stonebrink Date: April 27, 2021  
Signature: Tammy Stonebrink Title: office manager  
Email: tstonebrink@tssco.com Telephone: 503 235 8831  
Oregon Business Registry Number: 98 0500143 OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_



**Attachment A- Fee Schedule**  
**#2021-26 Sign Materials- Safety, Road, and Traffic**

# FEE SCHEDULE

## RFP#2021-26 Sign Materials

MUTCD Code	Sign/Blank/Material	Qty	Gauge	Size	Color	Price
N/A	12x18 Blank	200	0.063	12"x18"	N/A	
N/A	18x18 Blank	200	0.08	18"x18"	N/A	
N/A	18x24 Blank	200	0.063	18"x24"	N/A	
N/A	24x24 Blank	200	0.063	24"x24"	N/A	
N/A	24x36 Blank	200	0.08	24"x36"	N/A	
N/A	12x36 Blank	200	0.08	12"x36"	N/A	
N/A	36x36 Blank	200	0.08	36"x36"	N/A	
W3-1A	Stop Ahead w/Symbol 30x30	100	0.08	30"x30"	Black on yellow w/ stop sign symbol	
R1-1	Stop 30"	300	0.08	30"x30"	Red with white	
R1-2	Yield 18"	60	0.063	18"	Red with white	
R1-2	Yield 36"	60	0.08	36"	Red with white	
R1-4	All Ways	60	0.063	18"x6"	Red with white	
R2-1	Speed Limit 20	200	0.08	24"x30"	White with black	
R2-1	Speed Limit 25	200	0.08	24"x30"	White with black	
R2-1	Speed Limit 30	200	0.08	30"x36"	White with black	
R2-1	Speed Limit 35	200	0.08	30"x36"	White with black	
R2-1	Speed Limit 40	200	0.08	30"x36"	White with black	
R2-1	Speed Limit 45	200	0.08	30"x36"	White with black	
R4-7	Keep Right	50	0.08	24"x30"	White with black	
R5-1	Do Not Enter	60	0.08	30"x30"	Red on white	
R5-9	Wrong Way	50	0.08	36"x24"	Red w/ White	
R6-1L	One way LEFT	50	0.063	12"x36"	White/Black	
R6-1R	One way RIGHT	50	0.063	12"x36"	White/Black	
R7-2	No Parking w/Symbol (no arrows)	100	0.063	18"x24"	Red w/ White	
W1-1L	90 Degree Left Turn	200	0.08	30"x30"	Yellow w/ black	
W1-1R	90 Degree Right Turn	200	0.08	30"x30"	Yellow w/ black	
W1-2L	45 Degree Left Turn	200	0.08	30"x30"	Yellow w/ black	
W1-2R	45 Degree Right Turn	200	0.08	30"x30"	Yellow w/ black	
W1-3L	Left Reverse Turn 90 Degree	150	0.08	30"x30"	Yellow w/ black	
W1-3R	Right Reverse Turn 90 Degree	150	0.08	30"x30"	Yellow w/ black	
W1-5L	Winding Road LEFT	200	0.08	30"x30"	Yellow w/ black	
W1-5R	Winding Road RIGHT	200	0.08	30"x30"	Yellow w/ black	
W1-6	Large Arrows	150	0.1	48"x24"	Yellow w/ black	
W1-8LR	Chevrons	200	0.08	24"x30"	Yellow w/ black	
W10-1	Rail Road Advance	50	0.08	36"x36"	Yellow w/ black	
W13-1	MPH	500	0.063	18"x18"	Yellow w/ black	
W14-2	No Outlet	50	0.08	30"x30"	Yellow w/ black	
W2-4	T-Intersection	100	0.08	30"x30"	Yellow w/ black	
W3-1A	Stop Ahead w/Symbol 36x36	50	0.08	36"x36"	Black on yellow w/ stop sign symbol	
W3-3	Signal Ahead (Symbol) 36x36	50	0.08	36"x36"	Yellow w/ black	
W7-1	Hill	50	0.8	30"x30"	Yellow w/ black	
S1-1	School (Symbol) (Type IX VIP) 30x30	100	0.08	30"x30"	Yellow/green w/ black	
S1-1	School (Symbol) (Type IX VIP) 36x36	100	0.08	36"x36"	Yellow/green w/ black	
S5-1	School Speed 20 School Days 7AM to 5PM	60	0.1	24"x48"	White w/ black & yellow/green	
R1-1	Stop 36"	300	0.08	36"	Red with white	
W3-2	Yield Ahead 30"	50	0.08	30"x30"	yellow w/red w/black w/white	
W11-1	Bike (Symbol) (Type IX VIP)	60	0.08	30"x30"	Yellow/Green	
W16-9PR	45 Degree Down Arrow (Type IX VIP)	50	0.063	24"x12"	Yellow/green/blac k	
W1-7	Double Arrow	100	0.1	48"x24"	Yellow w/ black	
W3-2	Yield Ahead 36"	50	0.08	36"x36"	Red with white	
N/A	36x36 Yellow sign with black border - HIP grade	150	0.08	36"x36"	Yellow w/black border	
N/A	30x30 Yellow sign with black border - HIP grade	150	0.08	30"x30"	Yellow w/black border	
W3-3	Signal Ahead (Symbol) 30x30	50	0.08	30"x30"	Yellow w/ black	
W16-9P	Ahead (Type IX VIP)	60	0.063	24"x12"	Yellow/green/blac k	
W16-9PL	45 Degree Down Arrow (Type IX VIP)	80	0.063	24"x12"	Yellow/green/blac k	
W11-2	Pedestrian (symbol) (Type IX VIP)	100	0.08	36"x36"	Yellow/green w/ black	
W11-2	Pedestrian (symbol) (Type IX VIP)	50	0.063	18"x18"	Yellow/green	
N/A	2.5" square tube 10'	200				
N/A	2" Square tube 10'	600				
N/A	Snow Poles	50				

TOTAL :

Prices should be inclusive of all fees, delivery, or otherwise.

Firm: \_\_\_\_\_

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

Date

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**



**TRAFFIC SAFETY  
SUPPLY COMPANY**

### **Description of Traffic Safety Supply:**

Thank you for allowing us to submit a bid for Sign Materials, Perforated Square Tube, and Snow Poles. We are fortunate to have been in business since 1956. We are located in Southeast Portland just about 10 miles from Clackamas County shops. Our business consists of manufacturing signs, sign blanks, sign faces, and a variety of other traffic related items. In addition to the products we manufacture, we also distribute a wide variety of traffic related items throughout Oregon, Washington, Idaho, Northern California, Alaska, and Hawaii. We work very hard to maintain positive relationships with our suppliers so we can be competitive and offer quality items to our customers. We take quality and value very seriously and we hold daily company meetings to discuss how to bring the most value to our customers. We discuss areas where we can improve, and we celebrate successes within our company. Our core values are to show respect to our customers, our employees, our suppliers, and our resources. We continually look for ways to improve our production process and uplift our people so they can become the best version of themselves.

### **Description of providing similar services to public entities of similar size within the past five years:**

Currently, we hold many contracts throughout our territory. Some of the customers we hold contracts with include: The City of Portland, The City of Eugene, The City of Seattle, Pierce County, Washington County, Spokane County, 6 contracts with Washington State, Oregon DOT, and several others.

### **Description of our ability to meet the requirements in section 3.**

We feel confident we can meet all requirements in section 3.

With each customer and each contract, we try to learn the buying habits of our customers. As we learn the demand for each contract and each customer, we adjust the inventory levels of each product. Our goal is to keep appropriate inventory so we can serve our customers quickly. We keep appropriate inventories on aluminum, reflective sheeting, perforated square tube, and snow poles. We are confident we can meet your 14-day lead time. We are close by your shops; we have plenty of stock and we can deliver with our trucks so we do not need to find alternative shipping companies. This should also help with our lead times. We are committed to our relationship with Clackamas County and hope to strengthen our level of service should we be awarded this contract.

Description of what distinguishes Traffic Safety Supply Company from other firms performing a similar service.

This is a difficult question. Since we are engaged in a three-bid environment, we tend to know many of our competitors through looking at bid results. Because we are in a competitive market it is easy to villainize some of them because we do battle every day. I have met most of our competitors at tradeshow and heard stories about them from industry contacts. As I age, I have grown to feel they are not the bad guys.

We are all just fighting for the same business and that makes this industry difficult at times.



**TRAFFIC SAFETY  
SUPPLY COMPANY**

Since I don't know very much about the inner workings of other companies in this space, I will focus on Traffic Safety Supply Company.

Here is what I'm proud of about our company:

We respect our people. We provide full medical benefits to all our employees, their spouses, and their dependents at no cost to the employee. This represents a huge and growing cost. This has been our philosophy for over 30 years, and we feel it's the right thing to do. If our employees aren't healthy, we can't deliver good service.

We commit 30 minutes each day to employee growth. We look for ways to improve their skills inside and outside of work. We want all our people to set goals and realize they can have control over their life trajectory if they actively set goals and have discipline. We discuss ways to become more efficient and realize that we are only here because of customers like you.

We maintain positive relationships with a very large and diverse group of suppliers. We have a team that understands the merits of the products we represent and how those products can enhance the safety of our communities.

We have many great relationships with our customers, and we look to enhance those relationships by providing great service and products.

We are not perfect. We make mistakes occasionally and when we do, we make it right with our customers. We don't hide from problems. We look for solutions and we then work to build systems and procedures to eliminate them.

We have made several investments to update and modernize our equipment to meet our customer's needs.

We have worked with Clackamas County for decades and we would very much like the opportunity to continue our relationship through this contract.

We appreciate this opportunity, and we would like to extend an open invitation for you to learn more about us. We are close, we are friendly, and we are available. We are here for you.

Thank you for your consideration.

Jeff Parson  
President

**Attachment A- Fee Schedule**  
**#2021-26 Sign Materials- Safety, Road, and Traffic**

# FEE SCHEDULE

## RFP#2021-26 Sign Materials

MUTCD Code	Sign/Blank/Material	Qty	Gauge	Size	Color	Price
N/A	12x18 Blank	200	0.063	12"x18"	N/A	\$4.85
N/A	18x18 Blank	200	0.08	18"x18"	N/A	\$8.70
N/A	18x24 Blank	200	0.063	18"x24"	N/A	\$9.10
N/A	24x24 Blank	200	0.063	24"x24"	N/A	\$11.95
N/A	24x36 Blank	200	0.08	24"x36"	N/A	\$22.20
N/A	12x36 Blank	200	0.08	12"x36"	N/A	\$11.40
N/A	36x36 Blank	200	0.08	36"x36"	N/A	\$33.00
W3-1A	Stop Ahead w/Symbol 30x30	100	0.08	30"x30"	Black on yellow w/ stop sign symbol	<b>\$51.25</b>
R1-1	Stop 30"	300	0.08	30"x30"	Red with white	\$35.70
R1-2	Yield 18"	60	0.063	18"	Red with white	\$12.95
R1-2	Yield 36"	60	0.08	36"	Red with white	\$25.45
R1-4	All Ways	60	0.063	18"x6"	Red with white	\$4.35
R2-1	Speed Limit 20	200	0.08	24"x30"	White with black	\$32.60
R2-1	Speed Limit 25	200	0.08	24"x30"	White with black	\$32.60
R2-1	Speed Limit 30	200	0.08	30"x36"	White with black	\$48.90
R2-1	Speed Limit 35	200	0.08	30"x36"	White with black	\$48.90
R2-1	Speed Limit 40	200	0.08	30"x36"	White with black	\$48.90
R2-1	Speed Limit 45	200	0.08	30"x36"	White with black	\$48.90
R4-7	Keep Right	50	0.08	24"x30"	White with black	\$32.60
R5-1	Do Not Enter	60	0.08	30"x30"	Red on white	\$40.75
R5-9	Wrong Way	50	0.08	36"x24"	Red w/ White	\$39.15
R6-1L	One way LEFT	50	0.063	12"x36"	White/Black	\$17.25
R6-1R	One way RIGHT	50	0.063	12"x36"	White/Black	\$17.25
R7-2	No Parking w/Symbol (no arrows)	100	0.063	18"x24"	Red w/ White	\$22.30
W1-1L	90 Degree Left Turn	200	0.08	30"x30"	Yellow w/ black	\$40.75
W1-1R	90 Degree Right Turn	200	0.08	30"x30"	Yellow w/ black	\$40.75
W1-2L	45 Degree Left Turn	200	0.08	30"x30"	Yellow w/ black	\$40.75
W1-2R	45 Degree Right Turn	200	0.08	30"x30"	Yellow w/ black	\$40.75
W1-3L	Left Reverse Turn 90 Degree	150	0.08	30"x30"	Yellow w/ black	\$40.75
W1-3R	Right Reverse Turn 90 Degree	150	0.08	30"x30"	Yellow w/ black	\$40.75
W1-5L	Winding Road LEFT	200	0.08	30"x30"	Yellow w/ black	\$40.75
W1-5R	Winding Road RIGHT	200	0.08	30"x30"	Yellow w/ black	\$40.75
W1-6	Large Arrows	150	0.1	48"x24"	Yellow w/ black	\$60.40
W1-8LR	Chevrons	200	0.08	24"x30"	Yellow w/ black	\$32.60
W10-1	Rail Road Advance	50	0.08	36"x36"	Yellow w/ black	\$58.70
W13-1	MPH	500	0.063	18"x18"	Yellow w/ black	\$12.95
W14-2	No Outlet	50	0.08	30"x30"	Yellow w/ black	\$40.75
W2-4	T-Intersection	100	0.08	30"x30"	Yellow w/ black	\$40.75
W3-1A	Stop Ahead w/Symbol 36x36	50	0.08	36"x36"	Black on yellow w/ stop sign symbol	<b>\$73.80</b>
W3-3	Signal Ahead (Symbol) 36x36	50	0.08	36"x36"	Yellow w/ black	\$73.80
W7-1	Hill	50	0.8	30"x30"	Yellow w/ black	\$40.75
S1-1	School (Symbol) (Type IX VIP) 30x30	100	0.08	30"x30"	Yellow/green w/ black	<b>\$51.45</b>
S1-1	School (Symbol) (Type IX VIP) 36x36	100	0.08	36"x36"	Yellow/green w/ black	<b>\$74.10</b>
S5-1	School Speed 20 School Days 7AM to 5PM	60	0.1	24"x48"	White w/ black & yellow/green	<b>\$66.60</b>
R1-1	Stop 36"	300	0.08	36"	Red with white	\$58.70
W3-2	Yield Ahead 30"	50	0.08	30"x30"	yellow w/red w/black w/white	<b>\$51.25</b>
W11-1	Bike (Symbol) (Type IX VIP)	60	0.08	30"x30"	Yellow/Green	\$51.45
W16-9PR	45 Degree Down Arrow (Type IX VIP)	50	0.063	24"x12"	Yellow/green/black	<b>\$14.95</b>
W1-7	Double Arrow	100	0.1	48"x24"	Yellow w/ black	\$60.40
W3-2	Yield Ahead 36"	50	0.08	36"x36"	Red with white	\$73.80
N/A	36x36 Yellow sign with black border - HIP grade	150	0.08	36"x36"	Yellow w/black border	<b>\$58.70</b>
N/A	30x30 Yellow sign with black border - HIP grade	150	0.08	30"x30"	Yellow w/black border	<b>\$40.75</b>
W3-3	Signal Ahead (Symbol) 30x30	50	0.08	30"x30"	Yellow w/ black	\$51.25
W16-9P	Ahead (Type IX VIP)	60	0.063	24"x12"	Yellow/green/black	<b>\$14.95</b>
W16-9PL	45 Degree Down Arrow (Type IX VIP)	80	0.063	24"x12"	Yellow/green/black	<b>\$14.95</b>
W11-2	Pedestrian (symbol) (Type IX VIP)	100	0.08	36"x36"	Yellow/green w/ black	<b>\$74.10</b>
W11-2	Pedestrian (symbol) (Type IX VIP)	50	0.063	18"x18"	Yellow/green	\$16.80
N/A	2.5" square tube 10'	200				\$54.85
N/A	2" square tube 10'	600				\$43.70
N/A	Snow Poles 8' w/ 3" reflector	50				\$23.35

TOTAL: **\$318,901.00**

Prices should be inclusive of all fees, delivery, or otherwise.

Firm: Traffic Safety Supply Co  
 Authorized Signature: Tammy Stonebank

Date: 4/27/2021

# Clackamas Co References



TRAFFIC SAFETY  
SUPPLY COMPANY

## REFERENCES

Pierce County  
9200 122nd St East  
Puyallup WA 98373  
Steve Martin  
(253) 798-8005  
steve.martin@piercecountywa.gov  
contract term: Jan. 27, 2017 – Jan. 27, 2022

City of Eugene  
1820 Roosevelt Blvd  
Eugene OR 97402  
Matt Chaney  
(541) 682-4968  
mathew.d.chaney@ci.eugene.or.us  
contract term: Jan. 5, 2017 – Jan. 5, 2022

City of Seattle  
4200 Airport Way S  
Seattle WA 98108  
Rob Ford  
(206) 233-7102  
Robin.Ford@seattle.gov  
Contract term: Sept. 17, 2019 – Sept. 17, 2024





Elizabeth Comfort  
Finance Director

**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 9, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Lease Amendment #2 for the  
Oak Lodge Library with RCI Interprices LLC

<b>Purpose/Outcomes</b>	Approval of a three (3) year lease amendment for the Oak Lodge Library
<b>Dollar Amount and Fiscal Impact</b>	FY 2021-2022 is \$7,286.22 with an annual increase of three percent (3%) per year for a three year term for a total potential contract value of \$270,251.76
<b>Funding Source</b>	Library tax dollars are used to fund this lease with no assistance from the General Fund. 212-7634-438110
<b>Duration</b>	Lease term is for July 1, 2021, through June 30, 2024
<b>Previous Board Action</b>	Current lease approved on June 27, 2019, Consent Item B.2
<b>Strategic Plan Alignment</b>	Ensures safe, healthy and secure communities by providing library service and accessibility in our communities.
<b>Procurement Review</b>	This property lease was created by Facilities Management and reviewed and approved as to form by the Office of County Counsel
<b>County Counsel Review</b>	Approved with signature on June 9, 2019
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 503.734.6248

**BACKGROUND:**

Clackamas County has operated the Oak Lodge Library at 16201 SE McLoughlin Boulevard since 1994 and the County has leased the building from the current owner since June 30, 2000. The current lease with RCI Interprices expires on June 30, 2021.

The new lease term of three (3) years will help support current library operations and keep the library in its current location until the successful completion of the construction and remodeling of the Concord Community Center and Library which is scheduled to open in the summer of 2024.

**RECOMMENDATION:**

Staff recommends the Board approves and authorizes the Chair of the Board to execute the extension of lease.

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director, Finance






# Oak Lodge Library - 2021-2022 Lease Amendment Staff Report - 06-09-21

Final Audit Report

2021-06-09

Created:	2021-06-09
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAFU_GUKkP9kY1dIYKHZS-SLEpUS-Y1m5t

## "Oak Lodge Library - 2021-2022 Lease Amendment Staff Report - 06-09-21" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)  
2021-06-09 - 8:42:49 PM GMT- IP address: 73.25.146.220
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature  
2021-06-09 - 8:43:05 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)  
2021-06-09 - 8:50:20 PM GMT- IP address: 73.11.77.31
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)  
Signature Date: 2021-06-09 - 8:50:37 PM GMT - Time Source: server- IP address: 73.11.77.31
-  Agreement completed.  
2021-06-09 - 8:50:37 PM GMT

**LEASE AMENDMENT #2**

This Lease Amendment #2 ("Amendment #2") is entered into between RC Interprices, LLC ("Lessor") and Clackamas County ("Lessee") and shall become part of the lease entered into between both parties June 25, 2020 ("Lease") for the property located at 16201 SE McLoughlin Blvd., Oak Grove, Oregon

The purpose of this Amendment #2 is to make the following changes to the Lease:

**1. Lease term**

The lease term is hereby extended for a period of three (3) years, beginning July 1, 2021, and ending at midnight on June 30, 2024. Lessee will give the Lessor a minimum of ninety (90) days written notice prior to terminating the Lease.

**2. Base Rent**

For the extended lease term, beginning July 1, 2021, Lessee agrees to pay monthly rent in the amounts set forth below.

<u>LEASE PERIOD</u>	<u>MONTHLY PAYMENT</u>
July 1, 2021 to June 30, 2022	\$7,286.22
July 1, 2022 to June 30, 2023	\$7,504.81
July 1, 2023 to June 30, 2024	\$7,729.95

Except as expressly amended above, all other terms and conditions of the Lease 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.

**LESSEE**  
CLACKAMAS COUNTY

RC INTERPRICES, LLC  
9418 SE Chatfield Court  
Happy Valley, OR 97086  
84-5173120

Federal ID#



Authorized Signature

GARY CHEN

Printed Name

6/9/2021

Date

\_\_\_\_\_  
By: Tootie Smith  
Its: Chair

Approved as to form:

lry  
\_\_\_\_\_  
Office of County Counsel

06/09/2021  
\_\_\_\_\_  
Date

**LESSOR**



Elizabeth Comfort  
Finance Director

**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 9, 2021

Clackamas County Administration

County Administrator:

**Approval of Clackamas County Sheriff's Office, Aurora Airplane Hangar G-6 Lease Agreement with the Raymond V. Meyer & Mary J. Meyer Trust Reserve**

<b>Purpose/Outcomes</b>	Approval of a five (5) year lease for secure airplane hangar storage in Hangar G-6 at the Aurora Airport for the County's Cessna 182.
<b>Dollar Amount and Fiscal Impact</b>	FY 2021-2022 is \$4,326.00 with an annual increase of three percent (3%) per year for a five year term for a total contract value of \$22,967.33.
<b>Funding Source</b>	This lease is supported by General Fund dollars CLACK-100-21-2101-210103-44240-0-0-0
<b>Duration</b>	A five (5) year lease term from July 1, 2021 through June 30, 2026
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Supports ensuring safe, healthy, and secure communities.
<b>Procurement Review</b>	This property lease was created by Facilities Management and reviewed and approved as to form by the Office of County Counsel
<b>County Counsel Review</b>	Approved by signature on June 7, 2021
<b>Contact Person</b>	Jeff Jorgensen, Division Director, Facilities Management, 503.734.6248

**BACKGROUND:**

The Clackamas County Sheriff's Office has been leasing airplane hangar G-6 located at 22775 Airport Road NE, Aurora, (Marion County) OR 97002 since August 15, 1995. The Sheriff's Office had approved leases for the initial three (3) years and then transitioned into simply making monthly payments through this current month. This new lease establishes a five (5) year lease term for the 1,074 square foot secure storage unit and allows for the performance of minor maintenance and repairs on that property for the County's Cessna 182 airplane. Enclosure (1) are maps showing the location of the airplane hangar and Enclosure (2) are photos of the County's Cessna 182 airplane and hangar facility.

The Sheriff's Office airplane is a valuable tool used primarily for law enforcement operations including the support of officers on the ground, search and rescue, traffic patrol, vehicle pursuits, SWAT operations, lost hikers and hunters, marine rescues, locating abandoned vehicles and other situations where an aerial view is critical.

**RECOMMENDATION:**

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director Finance



# Sheriff's Office Aurora Airplane Hangar - 2021-2026 Lease Agreement Staff Report - 06-09-21

Final Audit Report

2021-06-09

Created:	2021-06-09
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAKEYXlwlw7xhpjFhwjvXDIN3_2P8Bh45ss

## "Sheriff's Office Aurora Airplane Hangar - 2021-2026 Lease Agreement Staff Report - 06-09-21" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)  
2021-06-09 - 9:25:47 PM GMT- IP address: 73.25.146.220
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2021-06-09 - 9:26:22 PM GMT- IP address: 73.11.77.31
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)  
Signature Date: 2021-06-09 - 9:26:52 PM GMT - Time Source: server- IP address: 73.11.77.31
-  Agreement completed.  
2021-06-09 - 9:26:52 PM GMT

**LEASE**

This Lease is made by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee" and Raymond V. Meyer TR 50% & Mary J. Meyer TR 50% hereinafter called "Lessor." This Lease is effective upon execution by both parties.

**LEASE TERM:**

Lessor does hereby let and lease the premises hereinafter described (the "Premises") to the Lessee to have and to hold the same for a lease term of five years (5) beginning July 1, 2021 and ending June 30, 2026.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the Premises. The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

**PREMISES:**

The Premises is described as a portion of Aurora Business Park, Aurora State Airport, Hangar G-6, 22775 Airport Road NE, Aurora, Oregon 97002. Hangar G-6, which is approximately 1,074 square feet will be used to store the following airplane:

Aircraft Make: Cessna

Aircraft Model: 182

Aircraft Registration Number: N 182MC

Aircraft Colors: Green and White

The Premises is located on Marion County Assessor's, Tax Account 542898, Taxlot Number: 041W02D090005 and attached hereto as Exhibit A.

**BASE RENT:**

Lessee agrees to pay as rent for the Premises the sum of four thousand three hundred twenty six dollars (\$4,326.00) annually by July 15<sup>th</sup>. The base rent amount shall increase annually by three percent (3%) for the entire lease term. The following is the annual rent plus the 3% increase for the next five years:

<u>Fiscal Year</u>	<u>Annual Rent Payment</u>
2021-2022	\$4,326.00
2022-2023	\$4,455.78
2023-2024	\$4,589.46
2024-2025	\$4,727.14
2025-2026	\$4,868.95

Rent not paid when due shall, after fifteen (15) days written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

If this Lease is terminated for any reason other than Lessee's default or failure to perform, Lessor shall reimburse to Lessee the pro rata amounts paid on the unexpired term of this Lease.

**POSSESSION:**

Lessee shall be entitled to full use and possession of the Premises for the entire Lease term.

**OPERATING COSTS:**

Lessee shall be responsible for the removal of all trash from the Premises during the Lease term. The Premises have no heating, water or communications capabilities. Lessor shall be responsible for providing electrical power for lighting and receptacles and general on site non-designated parking is available in the large grass and field areas.

**USE AND ENJOYMENT:**

Lessor covenants that Lessee shall be entitled to possession of the Premises for airplane storage and maintenance. Lessee covenants not to use the Premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the Premises nor create any nuisance upon the same.

Lessee acknowledges and understands that this Lease is for the simple leasing of the Premises in which the Lessee can park the aircraft described above. Lessor does not take custody, control, possession or dominion over the contents of the Premises and does not agree to provide protection for the Premises or the contents thereof.

All personal property in or on the Premises is stored at the risk of the Lessee. The Lessee must take appropriate steps as necessary to safeguard all property that is placed in the Premises. The Lessee must keep the Premises locked, and must provide and secure its own lock and keys.

**INSPECTION:**

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the Premises at reasonable times to inspect the Premises and examine the condition thereof upon forty-eight (48) hours written notice, except in the event of an emergency, in which event no notice shall be necessary. Lessor's rights hereunder extend only to the Premises, and not any property owned by Lessee that are stored on the Premises including, but not limited to, the airplane.

**SIGNAGE:**

Lessor shall receive prior approval for all signs, awnings, antennas or other apparatus attached to the building or visible from outside the Hangar.

**MAINTENANCE:**

Lessor shall be responsible for necessary maintenance and repair of the Premises including, but not limited to, electrical and space lighting, so long as such maintenance and repair is not the result of Lessee's negligence, misuse or failure to comply with any provisions of this Lease.

Any repairs or maintenance performed on or around the leased Premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by the Lessee.

Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessee shall maintain the Premises in a neat condition, free of trash and debris, in good order. Lessee shall promptly notify Lessor of any necessary damage or required repairs to the hangar.

**LIEN CLAIMS AND LIABILITY:**

Lessee shall not allow any liens to attach to the building or Lessee's interest in the Premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the Premises. Any labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

**PLACE OF PAYMENT AND NOTICE:**

Any notice to which Lessee shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to Aurora Business Park c/o Jim Meyer for Mary Meyer Trust 14730 SW Beef Bend Road Tigard, OR 97224. Place for notices may be changed by written notice from the party changing address.

**PERSONAL PROPERTY INSURANCE:**

Lessee shall be responsible for insuring or self-insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises.

**TOTAL OR PARTIAL DESTRUCTION:**

Lessor agrees to insure the building on the Premises against fire with extended coverage. If the leased portion of the building on the Premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the Premises in substantially the same condition in which it was previous to the destruction. If the structure shall be damaged more than thirty percent (30%), Lessor shall not be required to build but may do so at Lessor's option. Percentage of damage shall be determined by the fire insurance underwriter. If Lessor shall elect to rebuild and repair the Premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30) days, this Lease shall terminate. If the Premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the Premises within sixty (60) days from date of damage, Lessee may terminate this lease at Lessee's option. During any period of time during which the Premises shall be unusable, rental shall abate entirely and if the operation of the business on the Premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the Premises and said impairment of business.



**QUIET ENJOYMENT; MORTGAGE PRIORITY:**

Lessor warrant that it is the owner of the Premises and has the right to lease them. Lessor will defend Lessee's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

Either party will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly rent, the dates to which rent has been paid in advance and the amount of any security deposit or prepaid rent.

**ASSIGNMENT AND SUBLETTING:**

Lessee shall not have the right to assign this Lease without the written consent of Lessor.

No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the building for comparable space and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. If Lessee proposes a subletting or assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

**HOLDING OVER:**

If Lessee shall hold over and remain in possession of said Premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy which may be terminated at any time by Lessor upon sixty (60) days written notice to Lessee.

**EMINENT DOMAIN:**

If the entire Premises or entire access shall be taken under power of eminent domain, this lease shall terminate, and Lessee shall immediately vacate said Premises within ninety (90) days after receipt of notice of said termination, or earlier if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and Premises and Lessee shall not be liable for any subsequent rent. If only a part of the Premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this lease or extension thereof, proportionate to the loss of use of the Premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

**WAIVER:**

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the

other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

#### **TERMINATION AND BREACH:**

1. Mutual Termination and Termination for Convenience.

This Lease may be terminated at any time by mutual written consent of both parties. This Lease may be terminated by either party for convenience upon ninety (90) days' written notice to the non-terminating party.

2. Termination for Lessee's Breach.

If Lessee fails to pay the annual rent payment by the fifteenth (15<sup>th</sup>) day of the month in which it is due, Lessor may terminate this Lease by providing sixty (60) days written notice, with an opportunity to cure, to Lessee. Within sixty (60) days of receipt of said notice, Lessee shall either cure the default or vacate the Premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended. If Lessee breaches any covenants or conditions of this lease, other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the Premises.

3. Termination for Lessor's Breach.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days written notice thereof to Lessor, without waiver of any rights Lessee may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the Premises.

4. Remedies.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and

such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

**SURRENDER:**

On expiration or early termination of this Lease, Lessee shall deliver all keys to the Lessor and surrender the Premises clean and in the same condition as at the commencement of the term, subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

**CONSTITUTIONAL DEBT LIMITATION:**

This Lease 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**WARRANT OF AUTHORITY:**

Lessor warrants and represents that Lessor is the sole owner of the Premises subject to this Lease, and that Lessor has full authority to execute this Lease. The undersigned, James Meyer, warrants and represents that he has full authority to sign as Lessor.

**LESSEE**

CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS by:

\_\_\_\_\_  
Tootie Smith, Chair

\_\_\_\_\_  
Christina Twillinger, Recording Secretary

Approved as to form:

  
\_\_\_\_\_  
Office of County Counsel

06/07/2021  
Date

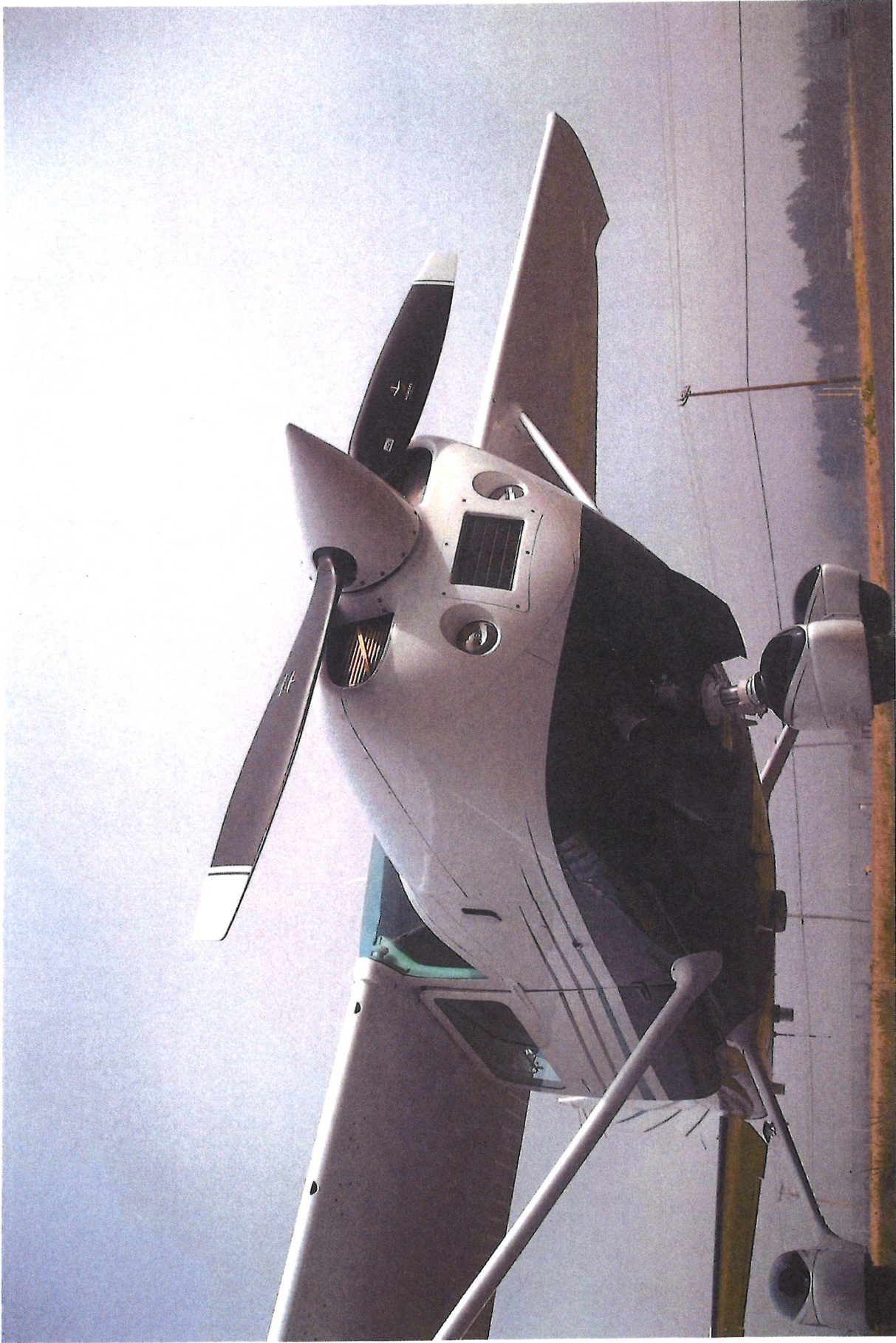
**LESSOR**

Raymond V Meyer TR 50% & Mary J Meyer  
TR 50%  
c/o Jim Meyer for Raymond & Mary Meyer  
Trust  
14730 SW Beef Bend Road  
Tigard, OR 97224

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

Jim Meyer JIM MEYER  
Printed Name

5/12/21  
Date













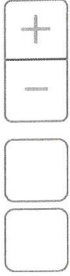






# Assessor's Property Records

Marion County Assessor's Office



22775 Airport Rd NE, Auror X Q

Show search results for 22775 ...

14313

(1 of 6)

**Owner:** RAYMOND V MEYER TR 50% & MARY J MEYER TR 50% & MEYER, MARY J TRE

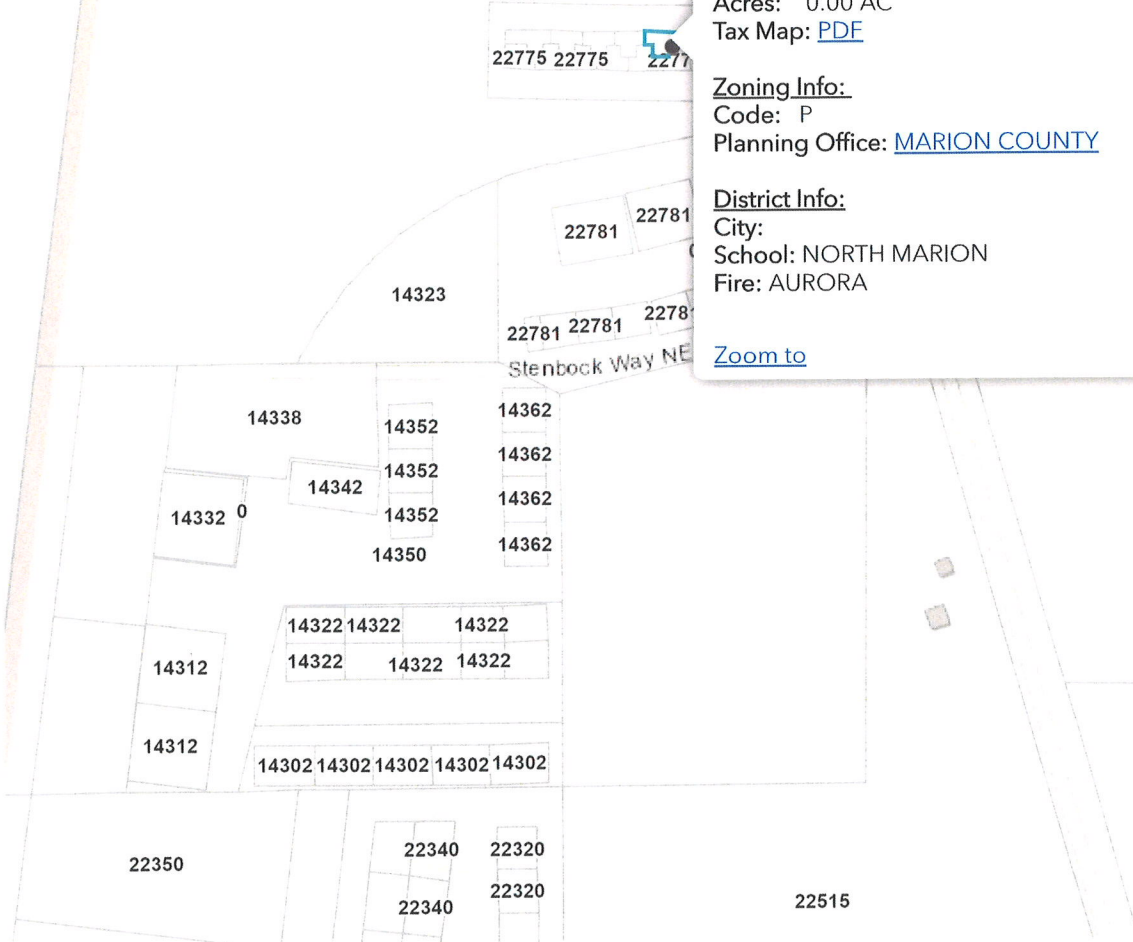
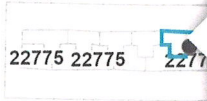
**Situs:** 22775 AIRPORT RD NE  
AURORA, OR 97002

**Tax Account:** [542898](#)  
**Taxlot Number:** 041W02D090005  
**Acres:** 0.00 AC  
**Tax Map:** [PDF](#)

**Zoning Info:**  
**Code:** P  
**Planning Office:** [MARION COUNTY](#)

**District Info:**  
**City:**  
**School:** NORTH MARION  
**Fire:** AURORA

[Zoom to](#)



Enclosure (1) Page 3 of 3



Elizabeth Comfort  
Finance Director

**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 9, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Clackamas County Sheriff's Office Sergeant Damon Coates Boathouse  
Slip 1F Lease Agreement with Sportcraft Landing Incorporated

<b>Purpose/Outcomes</b>	Approval of a five (5) year lease for the mooring of the Sergeant Damon Coates Boathouse at the Sportcraft Landing Incorporated facility on the Willamette River in Oregon City.
<b>Dollar Amount and Fiscal Impact</b>	FY 2021-2022 is \$12,205.50 with an annual increase of three percent (3%) per year for a five year term for a total contract value of \$64,800.62.
<b>Funding Source</b>	This lease is supported by General Fund dollars CLACK-100-21-2102-210209-46150-0-0-0-0
<b>Duration</b>	A five (5) year lease term is for July 1, 2021, through June 30, 2026
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Supports ensuring safe, healthy, and secure communities.
<b>Procurement Review</b>	This property lease was created by Facilities Management and reviewed and approved as to form by the Office of County Counsel
<b>County Counsel Review</b>	Approved by signature on June 7, 2021
<b>Contact Person</b>	Jeff Jorgensen, Division Director, Facilities Management, 503.734.6248

**BACKGROUND:**

The Clackamas County Sheriff's Office has leased Slip 1F at Sportcraft Landing Inc., located at 1701 Clackamette Drive, in Oregon City since its construction in 2012. The critical 3,000 square foot, two story Sergeant Damon Coates Boathouse is the Maine Units primary facility which has four internal slips that hold numerous watercraft and houses a large training room, several office and cubicle spaces, restroom and showers and kitchen.

The Sheriff's Office Marine Unit deputies support the following critical functions:

- Patrol of all the waterways in Clackamas County including the monitoring of waterways for hazards and placing warning signs and buoys as aids to navigation and boater safety
- Conducts boating-safety examinations, hull inspections, and criminal and accident investigations
- Supports the Dive Rescue and SWIFT teams during water-related search-and-rescue operations
- Provides training on marine-safety topics and how to conduct boat-accident investigations

**RECOMMENDATION:**

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director Finance





# Sheriff's Office Sergeant Damon Coates Boathouse - 2021-2026 Lease Agreement Staff Report - 06-09-21

Final Audit Report

2021-06-09

Created:	2021-06-09
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAFAFk5BxkWQp_kqIUfIC_hWLUt1Ue7e_MNI

## "Sheriff's Office Sergeant Damon Coates Boathouse - 2021-2026 Lease Agreement Staff Report - 06-09-21" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)  
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-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature  
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-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)  
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-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)  
Signature Date: 2021-06-09 - 8:56:58 PM GMT - Time Source: server- IP address: 73.11.77.31
-  Agreement completed.  
2021-06-09 - 8:56:58 PM GMT

**LEASE**

This Lease is made by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee" and Sportcraft Landing Inc. hereinafter called "Lessor." This Lease is effective upon execution by both parties.

**LEASE TERM:**

Lessor does hereby let and lease the premises hereinafter described (the "Premises") to the Lessee to have and to hold the same for a lease term of five years (5) beginning July 1, 2021 and ending June 30, 2026.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the Premises. The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

**PREMISES:**

The Premises is described as a portion of 1701 Clackamette Drive Oregon City, Oregon 97045. The Premises consist of Slip 1F where the Clackamas County Sheriff's Office Marine boathouse (the Boathouse) is moored. The Boathouse is a 3,000 square foot, two story facility with four secured boat slips at the water lever, and attached to the pier by mooring chains. The Premises is located on Assessor's Map 22E, Section 29CB, Tax Lot 00500 and attached hereto as Exhibit A.

**BASE RENT:**

Lessee agrees to pay as rent for Slip 1F the sum of twelve thousand two hundred and five dollars and fifty cents (\$12,205.50) annually by July 15<sup>th</sup>. The base rent amount shall increase annually by three percent (3%) for the entire lease term. The following is the annual rent plus the 3% increase for the next five years:

<u>Fiscal Year</u>	<u>Annual Rent Payment</u>
2021-2022	\$12,205.50
2022-2023	\$12,571.66
2023-2024	\$12,948.81
2024-2025	\$13,337.27
2025-2026	\$13,737.38

Rent not paid when due shall, after fifteen (15) days written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

If this Lease is terminated for any reason other than Lessee's default or failure to perform, Lessor shall reimburse to Lessee the pro rata amounts paid on the unexpired term of this Lease.

**POSSESSION:**

Lessee shall be entitled to full use and possession of the Premises for the entire Lease term.

**USE AND ENJOYMENT:**

Lessor covenants that Lessee shall be entitled to possession of the Premises for docking and mooring of the Boathouse. Lessee covenants not to use the Premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the Premises nor create any nuisance upon the same.

**OPERATING COSTS:**

Lessee shall be responsible for telephone and electricity services to the Premises. Lessor shall be responsible for water, sewer, garbage and two designated parking spaces for Marine Unit vehicles.

**INSPECTION:**

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the Premises at reasonable times to inspect the Premises and examine the condition thereof upon forty-eight (48) hours written notice, except in the event of an emergency, in which event no notice shall be necessary. Lessor's rights hereunder extend only to the Premises, and not any property owned by Lessee that are docked or moored to the Premises including, but not limited to, the Boathouse.

**SIGNAGE:**

Lessor shall receive prior approval for all signs, awnings, antennas or other apparatus attached to the building or visible from outside the Boathouse.

**MAINTENANCE:**

Lessor shall be responsible for necessary maintenance and repair of the Premises including, but not limited to, electrical, water and sewage lines, so long as such maintenance and repair is not the result of Lessee's negligence, misuse or failure to comply with any provisions of this Lease.

Any repairs or maintenance performed on or around the leased Premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by the Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessee shall maintain the Slip 1F areas in a neat condition, free of trash and debris, in good order.

Lessee shall promptly notify Lessor of any necessary dock, water or sewage repairs.

**LIEN CLAIMS AND LIABILITY:**

Lessee shall not allow any liens to attach to the building or Lessee's interest in the Premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the Premises. Any



labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

**PLACE OF PAYMENT AND NOTICE:**

Any notice to which Lessee shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to Kim and Eric Dye, 1701 Clackamette Drive, Oregon City, OR 97045. Place for notices may be changed by written notice from the party changing address.

**PERSONAL PROPERTY INSURANCE:**

Lessee shall be responsible for insuring or self-insuring its boathouse, boats, personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises.

**TOTAL OR PARTIAL DESTRUCTION:**

Lessor agrees to maintain, in full force and effect during the Term of this Lease, "all risk" property insurance, or its equivalent, to insure the Premises. If the leased portion of the Premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the Premises in substantially the same condition in which it was previous to the destruction. If the Premises shall be damaged more than thirty percent (30%), Lessor shall not be required to rebuild but may do so at Lessor's option. Percentage of damage shall be determined by the insurer. If Lessor shall elect to rebuild and repair the Premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30) days, this Lease shall terminate. If the Premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the Premises within sixty (60) days from date of damage, Lessee may terminate this lease at Lessee's option. During any period of time during which the Premises shall be unusable, rental shall abate entirely and if the operation of the business on the Premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the Premises and said impairment of business.

**QUIET ENJOYMENT; MORTGAGE PRIORITY:**

Lessor warrant that it is the owner of the Premises and has the right to lease them. Lessor will defend Lessee's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

Either party will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly rent, the dates to which rent has been paid in advance and the amount of any security deposit or prepaid rent.

**ASSIGNMENT AND SUBLETTING:**

Lessee shall not have the right to assign this Lease without the written consent of Lessor.

No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the building for comparable space and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. If Lessee proposes a subletting or assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

**HOLDING OVER:**

If Lessee shall hold over and remain in possession of said Premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy which may be terminated at any time by Lessor upon sixty (60) days written notice to Lessee.

**EMINENT DOMAIN:**

If the entire Premises or entire access shall be taken under power of eminent domain, this lease shall terminate, and Lessee shall immediately vacate said Premises within ninety (90) days after receipt of notice of said termination, or earlier if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and Premises and Lessee shall not be liable for any subsequent rent. If only a part of the Premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this lease or extension thereof, proportionate to the loss of use of the Premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

**WAIVER:**

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

**TERMINATION AND BREACH:**

1. Mutual Termination and Termination for Convenience.  
This Lease may be terminated at any time by mutual written consent of both parties. This Lease may be terminated by either party for convenience upon ninety (90) days' written notice to the non-terminating party.
2. Termination for Lessee's Breach.

If Lessee fails to pay the annual rent payment by the fifteenth (15<sup>th</sup>) day of the month in which it is due, Lessor may terminate this Lease by providing sixty (60) days written notice, with an

opportunity to cure, to Lessee. Within sixty (60) days of receipt of said notice, Lessee shall either cure the default or vacate the Premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended. If Lessee breaches any covenants or conditions of this Lease, other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the Premises.

3. Termination for Lessor's Breach.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days written notice thereof to Lessor, without waiver of any rights Lessee may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the Premises.

4. Remedies.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

**SURRENDER:**

On expiration or early termination of this Lease, Lessee shall arrange for moving of the Boathouse and surrender the Premises clean and in the same condition as at the commencement of the term, subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

**CONSTITUTIONAL DEBT LIMITATION:**

This Lease 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**NO ATTORNEY FEES.**

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Lease, each party shall be responsible for its own attorneys' fees and expenses.

**WARRANT OF AUTHORITY:**

Lessor warrants and represents that Lessor is the sole owner of the Premises subject to this Lease, and that Lessor has full authority to execute this Lease.

**LESSEE**

CLACKAMAS COUNTY:

\_\_\_\_\_  
Tootie Smith, Chair

\_\_\_\_\_  
Christine Twilliger Recording Secretary

Approved as to form:

*Approved as to form by  
Andrew Naylor via email*

Office of County Counsel

*on 06/07/21*  
\_\_\_\_\_  
Date

**LESSOR**

Sportcraft Landing Inc.

Eric Dye

1701 Clackamette Drive

Oregon City, OR 97045

086549-15

\_\_\_\_\_  
Federal ID#

DocuSigned by:  
*Eric W Dye*  
\_\_\_\_\_  
Authorized Signature

Eric Dye

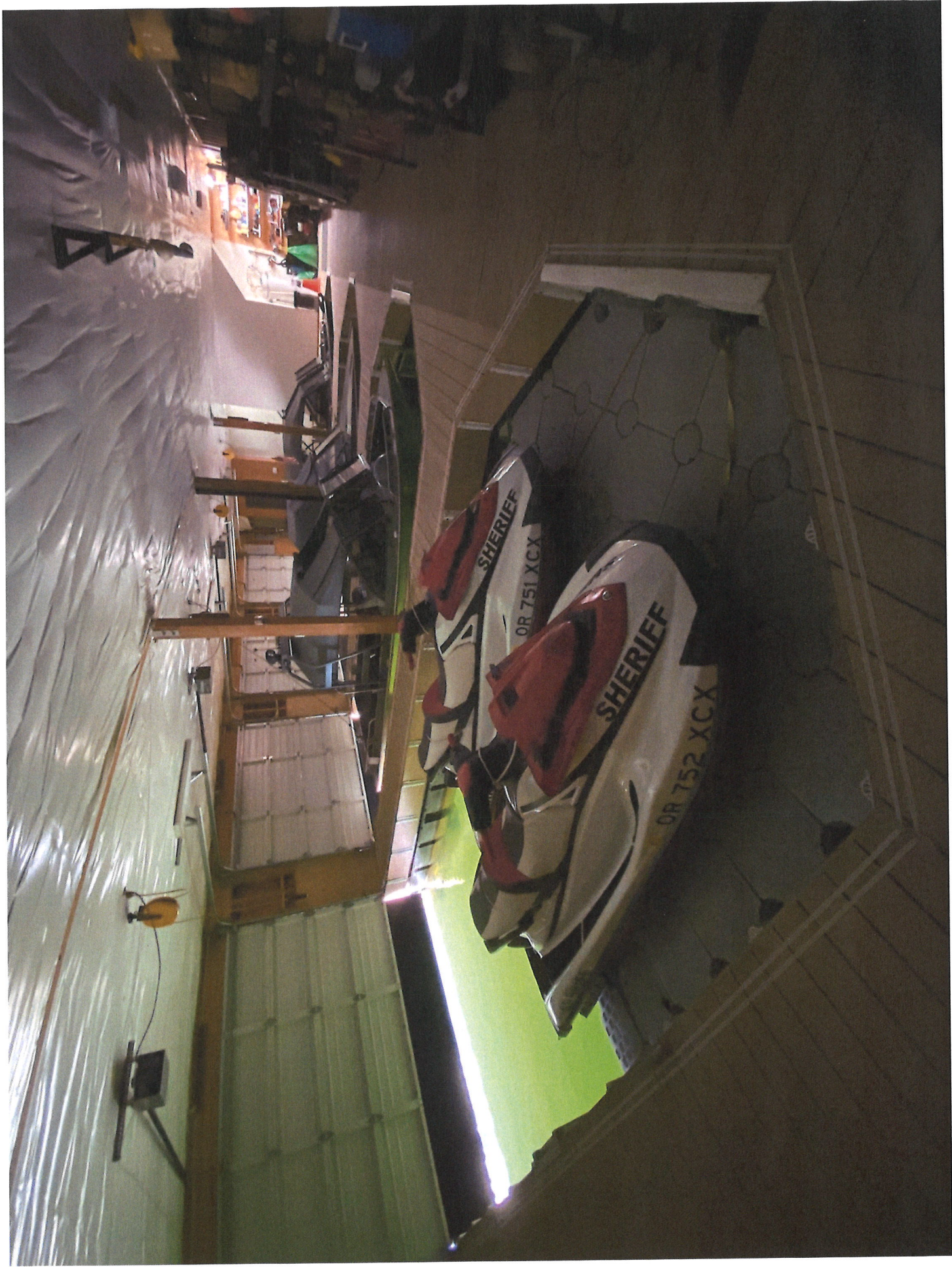
\_\_\_\_\_  
Printed Name

6/7/2021

\_\_\_\_\_  
Date





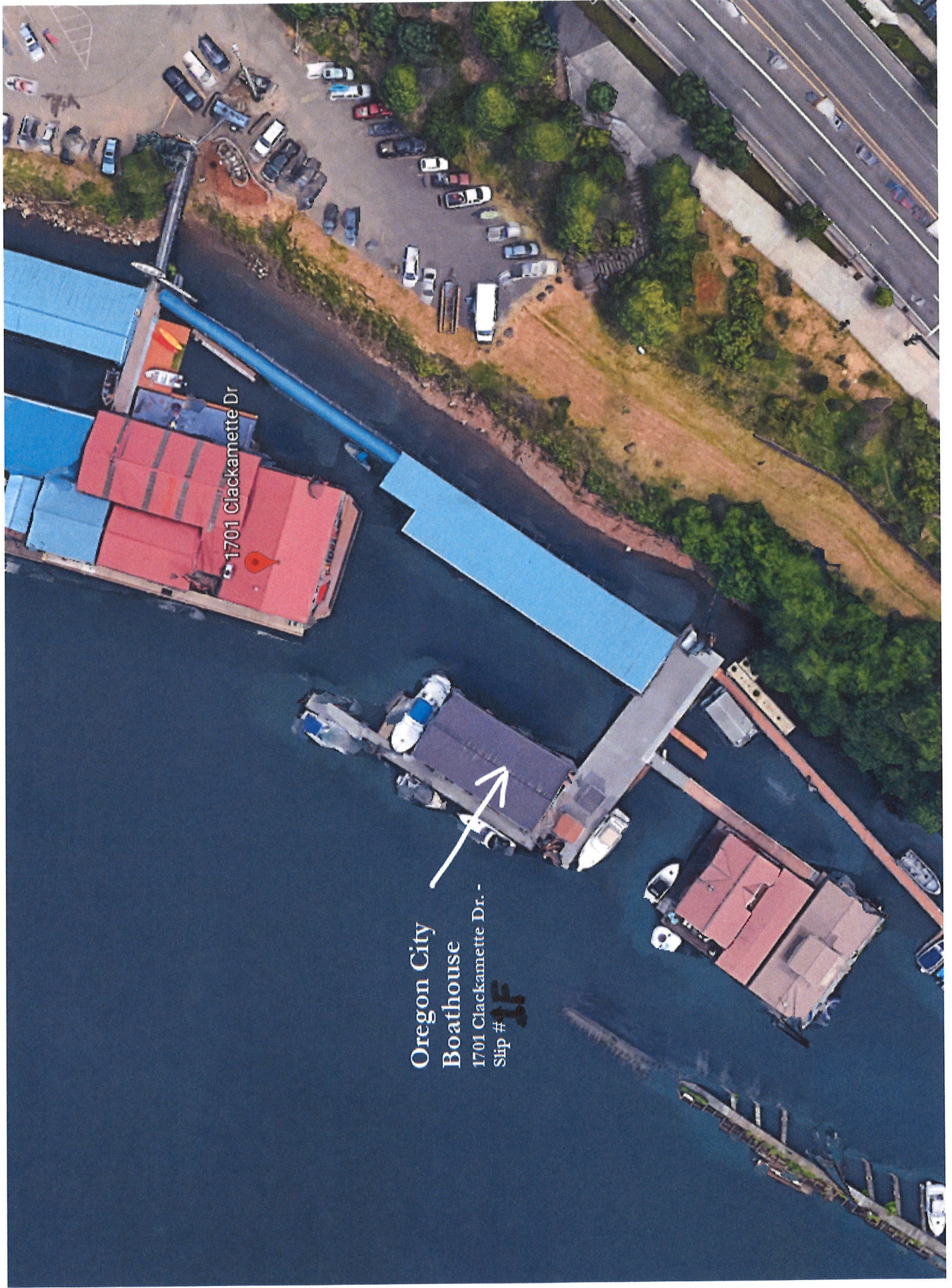






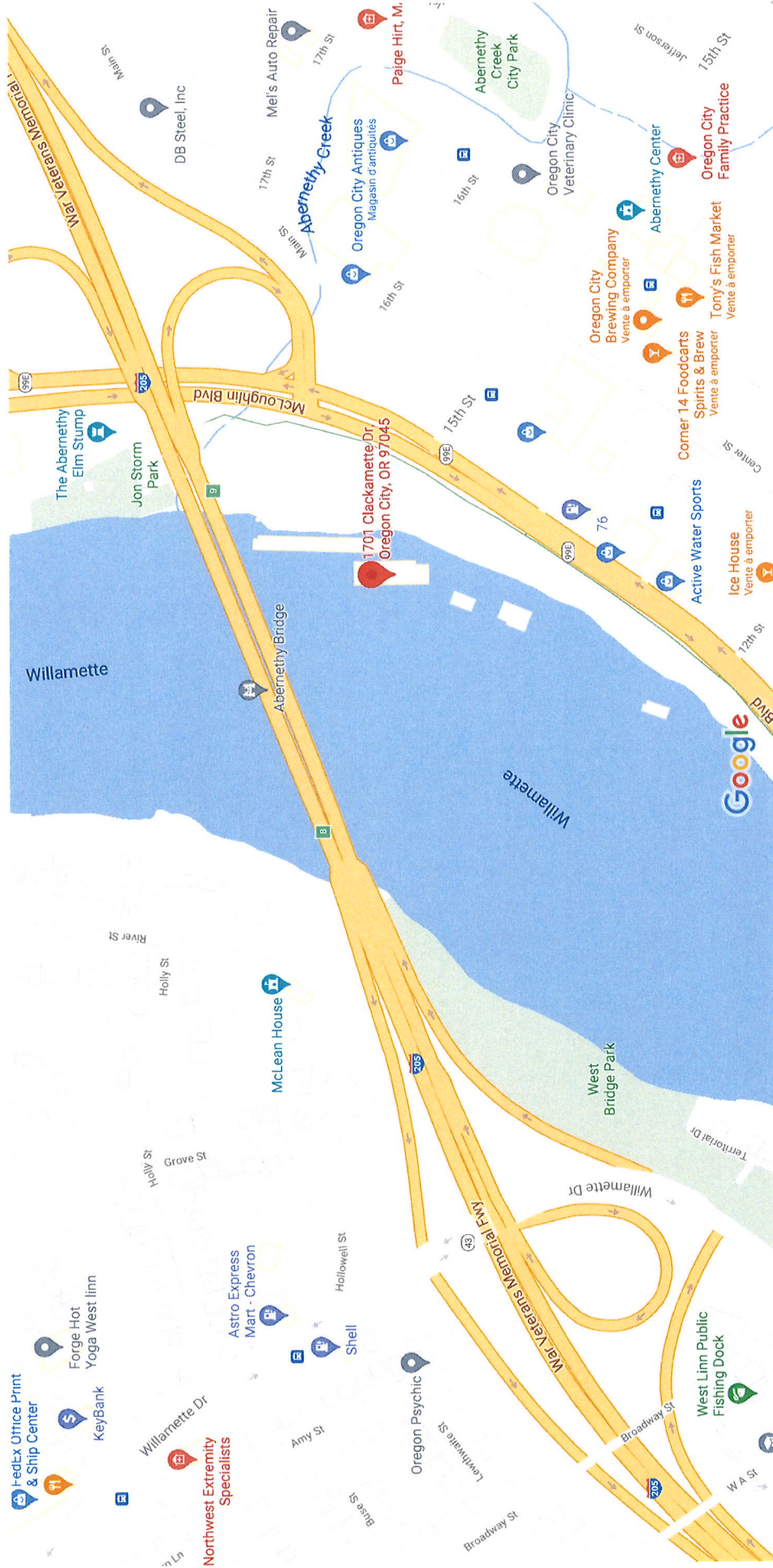






Oregon City  
Boathouse  
1701 Clackamette Dr. -  
Slip # 1F

1701 Clackamette Dr







**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 9, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Lease Amendment #2 for the Homestead Building with  
Homestead Building, LLC for the Sandy Behavioral Health Center

<b>Purpose/Outcomes</b>	Approval of a one (1) year lease amendment for the Homestead Building
<b>Dollar Amount and Fiscal Impact</b>	FY 2021-2022 monthly rent is \$4,300.00 for a total contract value of \$51,600.00
<b>Funding Source</b>	There are no General Funds used for this lease. 252-3240-08401-438110 (9%) 252-3240-08402-438110-40052 (2%) 253-3610-08545-438110 (89%)
<b>Duration</b>	Lease term is for July 1, 2021, through June 30, 2022
<b>Previous Board Action</b>	Current lease approved on June 27, 2019, Consent Item B.3, and Lease Amendment #1 on June 18, 2020, Consent Item B.2
<b>County Counsel Review</b>	Approved by signature on June 7, 2021
<b>Strategic Plan Alignment</b>	Supports ensuring safe, healthy, and secure communities
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 971.221.8033

**BACKGROUND:**

Clackamas County currently leases the Homestead Building at 38872 Proctor Boulevard, Sandy, from Homestead Building, LLC, to house the Sandy Behavioral Health Center (Center) and the Women, Infants, and Children (WIC) Program satellite offices. The current lease expires on June 30, 2021.

The Center provides mental health care coordination, consultation, crisis intervention, evaluation, treatments, skills training, as well as group therapy and peer support services. WIC provides health care, nutrition education, and nutritious food funds for pregnant, postpartum, and breastfeeding women, as well as children ages five and younger.

The Health Centers Division has approval from the Board to move forward with the acquisition and construction of a new facility in Sandy. Approval of this amendment will extend the lease for one year to continue to provide vital health services in the Sandy community until the new clinic is opened in the spring of 2022.

**RECOMMENDATION:**

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director, Finance

**LEASE AMENDMENT #2**

This Extension of Lease #2 ("Amendment #2) is entered into between Homestead Building LLC ("Lessor") and Clackamas County ("County") and shall become part of the lease entered into between both parties June 27, 2019 ("Lease").

The purpose of this Amendment #2 is to make the following changes to the Lease:

**1. Lease term**

The lease term is hereby extended for a period of one (1) year, beginning July 1, 2021, and ending at midnight on June 30, 2022.

**2. Base Rent**

For the extended lease term, beginning July 1, 2021, Lessee agrees to pay rent of four-thousand three hundred dollars (\$4,300.00) per month.

Except as expressly amended above, all other terms and conditions of the Lease 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.

**LESSEE**  
CLACKAMAS COUNTY

\_\_\_\_\_  
By: Tootie Smith  
Its: Chair

Approved as to form:

  
\_\_\_\_\_  
Office of County Counsel

06/07/2021  
\_\_\_\_\_  
Date

**LESSOR**

HOMESTEAD BUILDING LLC  
c/o DIANE EVANS, MANAGE  
PO BOX 1172  
BORING, OR 97009

82-5122616  
\_\_\_\_\_  
Federal ID#

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

DIANE EVANS  
\_\_\_\_\_  
Printed Name

6/2/2021  
\_\_\_\_\_  
Date






# Homestead Building - 2021-2022 Lease Amendment

Final Audit Report

2021-06-09

Created:	2021-06-09
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGEZ11Cud_8oXHK6mnVT2vOaX1FQBBj1a

## "Homestead Building - 2021-2022 Lease Amendment" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)  
2021-06-09 - 8:40:25 PM GMT- IP address: 73.25.146.220
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature  
2021-06-09 - 8:40:43 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)  
2021-06-09 - 8:49:03 PM GMT- IP address: 73.11.77.31
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)  
Signature Date: 2021-06-09 - 8:49:17 PM GMT - Time Source: server- IP address: 73.11.77.31
-  Agreement completed.  
2021-06-09 - 8:49:17 PM GMT



**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 15, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Lease Amendment #1 for the Butler Building and Adjacent Parking with the  
Glenn Kent Butler Revocable Living Trust Glenna Kay Butler Living Trust

<b>Purpose/Outcomes</b>	Lease Amendment #1 for the Butler Building
<b>Dollar Amount and Fiscal Impact</b>	FY 2021-2022 monthly building rent is \$4,094.25 plus the monthly rent for thirteen (13) parking spaces of \$1,625.00 for a total monthly cost of \$5,719.25. The total contract value of \$68,631.00.
<b>Funding Source</b>	This lease is supported by General Fund dollars for the following: 220-1130-00-438110: DA Criminal for building lease 220-1130-00-438120: DA Criminal for 12 parking spaces (\$1,500/month each) 220-1131-00-438120: DA Family Support for 1 parking space (\$125/month)
<b>Duration</b>	One (1) year term from July 1, 2021, through June 30, 2022
<b>Previous Board Action</b>	Current lease approved on June 18, 2018
<b>Strategic Plan Alignment</b>	Supports ensuring safe, healthy, and safe communities.
<b>Procurement Review</b>	This lease amendment was written by Facilities Management and reviewed and approved as to form by the Office County Counsel
<b>County Counsel Review</b>	Approved with signature on June 14, 2021
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 971.221.8033

**BACKGROUND:**

Clackamas County has leased the Butler Building for the District Attorney’s Office use since December 16, 1988. This lease amendment will continue to lease the 3,000 square foot Butler Building and thirteen (13) adjoining parking spaces at 108 8<sup>th</sup> Street, Oregon City immediately across from the Courthouse.

This one (1) year lease amendment will give the District Attorney (DA) time to determine office and space needs in the light of the future tele-commuting policy. This lease does add a ninety (90) day out clause that will allow either the building owner or County to terminate the lease for virtually any reason. This past year the Clackamas County DA, County Counsel and Facilities Management worked extensively with the owner to renovate and remodel several areas of the building that had fallen into disrepair. The owner has stepped up and remodeled and repaired these problems in the last six months.

**RECOMMENDATION:**

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director, Finance

**LEASE AMENDMENT #1**

This Lease Amendment #1 ("Amendment #1") is entered into between Glenn Kent Butler Revocable Living Trust and Butler Living Trust ("Lessor") and Clackamas County ("Lessee") and shall become part of the lease entered into between both parties on or about June 18, 2018 ("Lease").

The purpose of this extension is to make the following changes to the Lease.

**1. Lease Term**

The lease term is hereby extended for a period of one (1) year, beginning July 1, 2021, and ending at midnight on June 30, 2022.

**2. Base Lease**

For the extended lease term, beginning July 1, 2021, Lessee agrees to pay building rent of four thousand ninety four dollars and twenty five cents (\$4,094.25) per month and rent of thirteen (13) parking spaces for one thousand six hundred and twenty five dollars (\$1,625.00) per month.

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

**3. Termination.**

In addition to the other grounds for termination set forth in the Lease, either party may terminate this Lease for convenience by providing ninety (90) days' written notice to the non-terminating party.

**LESSEE**  
**CLACKAMAS COUNTY BOARD OF**  
**COUNTY COMMISSIONERS by:**

\_\_\_\_\_  
Tootle Smith, Chair

Approved as to form:

  
\_\_\_\_\_  
Office of County Counsel

06/14/2021  
\_\_\_\_\_  
Date

*gkb*

**LESSOR**  
**GLENN KENT REVOCABLE LIVING**  
**TRUST and BUTLER LIVING TRUST**

*Glenn Kent Butler*  
Glenn Kent Butler, Trustee Signature

*Glenn Kent Butler*  
Printed Name

*June 10, 2021*  
Date

*Glenn Kay Butler*  
Glenn Kay Butler, Trustee Signature

*Glenn Kay Butler*  
Printed Name

*June 10 2021*  
Date

*AKB*




# FINAL Butler Building - Lease Amendment

Final Audit Report

2021-06-15

Created:	2021-06-15
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg7eHWkpGuD99FZGLq0gTABxILWwcVuuV

## "FINAL Butler Building - Lease Amendment" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)  
2021-06-15 - 9:50:25 PM GMT- IP address: 198.245.132.3
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature  
2021-06-15 - 9:50:46 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)  
2021-06-15 - 10:18:07 PM GMT- IP address: 198.245.132.3
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)  
Signature Date: 2021-06-15 - 10:18:28 PM GMT - Time Source: server- IP address: 198.245.132.3
-  Agreement completed.  
2021-06-15 - 10:18:28 PM GMT



**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 16, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Extension of Lease #2 for the Willamette Building with Willamette Building Partnership

<b>Purpose/Outcomes</b>	Execute Lease Amendment #2 for the Willamette Building
<b>Dollar Amount and Fiscal Impact</b>	FY 2021-2022 monthly rent \$7,363.96; total annual rent of \$88,367.52, discounted 5% annual rent payment of \$83,949.15. Total maximum contract value of \$273,134.88.
<b>Funding Source</b>	Children, Family, and Community Connections Division general funds, supplemented by federal and state grants, and allocated by labor hours logged in each program.
<b>Duration</b>	Lease term is for July 1, 2021, through June 30, 2024
<b>Previous Board Action</b>	Lease Amendment #1 was approved on June 18, 2020, Consent Item B.1
<b>County Counsel Review</b>	Approved as to form by AN via email on June 10, 2021
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Supports growing a vibrant economy</li> <li>2. Honoring, utilizing, promoting and investing in our natural resources</li> <li>3. Ensuring safe, healthy and secure communities</li> </ol>
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 971.221.8033

**BACKGROUND:**

Clackamas County currently leases all three suites of the Willamette Building at 104, 108, and 112 11<sup>th</sup> Street, Oregon City, from Willamette Building Partnership, to house the Weatherization & Energy Education and the Workforce programs offices of the Children, Family, and Community Connections (CFCC).

The Weatherization & Energy Education Program provides free home energy audits, energy conservation education, and residence weatherization services to income-eligible renters and homeowners of Clackamas County. The Workforce Program partners provide local self-sufficiency, employment training and career development, and one-on-one support services for veterans. This facility has served these programs well since August of 2004 by providing office, training, and storage space with convenient access to public transportation systems for clients, neighboring partners, and at an affordable rate.

The current lease expires on June 30, 2021 and CFCC is actively working with the Housing Authority of Clackamas County (HACC) to transition a portion of this property over to HACC to allow them to better serve the citizens of Clackamas County. The finalization and timeline for that transition is yet to be determined and will require a lease amendment.

**RECOMMENDATION:**

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director, Finance

## LEASE AMENDMENT #2

This Lease Amendment #2 ("Amendment #2") is entered into between Willamette Building Partnership ("Lessor") and Clackamas County ("Lessee") and shall become part of the lease entered into between both parties June 27, 2019 ("Lease") for the property located at 104, 108 and 112 11<sup>th</sup> Street, Oregon City, Oregon.

The purpose of this Amendment #2 is to make the following changes to the Lease:

### 1. Lease term

The lease term is hereby extended for a period of three (3) years, beginning July 1, 2021, and ending at midnight on June 30, 2024.

### 2. Base Rent

For the extended lease term, beginning July 1, 2021, Lessee agrees to pay rent monthly in the amounts set forth below. On or before July 15<sup>th</sup> of each year of the extended lease term, Lessee may, in its sole discretion, pay rent on an annual basis. If the Lessee opts to pay rent on an annual basis, and the rent is paid on or before July 15<sup>th</sup> each year, Lessee is entitled to discount the annual rent by five percent (5%), as set forth below.

LEASE PERIOD	MONTHLY PAYMENT	ANNUAL PAYMENT	5% REDUCTION
July 1, 2021 to June 30, 2022	\$7,363.96	\$88,367.52 (-\$4,418.37)	\$83,949.15
July 1, 2022 to June 30, 2023	\$7,584.87	\$91,018.44 (-\$4,550.92)	\$86,467.52
July 1, 2023 to June 30, 2024	\$7,812.41	\$93,748.92 (-\$4,678.44)	\$89,070.48

### 3. Consent to Lease Assignment

By execution of this Amendment #2, Lessor hereby provides written consent to Lessee assigning, at a future date to be determined by Lessee, the Lease to the Housing Authority of Clackamas County, subject to the terms and conditions of this Lease, as amended.

### 4. Termination.

In addition to the other grounds for termination set forth in the Lease, either party may terminate this Lease for convenience by providing ninety (90) days' written notice to the non-terminating party.

Except as expressly amended above, all other terms and conditions of the Lease 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.

**LESSEE**

CLACKAMAS COUNTY

\_\_\_\_\_  
By: Tootie Smith

Its: Chair

Approved as to form:

*by Andrew Klayton  
via email on*

Office of County Counsel

*June 10, 2021*

\_\_\_\_\_  
Date

*[Signature]*

**LESSOR**

WILLAMETTE BUILDING PARTNERSHIP  
CHARLES FUHRMAN, PROPERTY MANAGER

c/o MCLAREN'S BOOKKEEPING

6193 81<sup>st</sup> Avenue SE

Salem, OR 97317

\_\_\_\_\_  
93-0728022

Federal ID#

*[Signature]*  
\_\_\_\_\_  
Authorized Signature

*Charles Fuhrman*

\_\_\_\_\_  
Printed Name

*6-16-21*

\_\_\_\_\_  
Date








# FINAL Willamette Building - 2021-2024 Lease Amendment #2 - 16JUN21

Final Audit Report

2021-06-16

Created:	2021-06-16
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUf4bjHRsuTapHW8gfBPwHGH8ItvtDri2

## "FINAL Willamette Building - 2021-2024 Lease Amendment #2 - 16JUN21" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)  
2021-06-16 - 5:48:43 PM GMT- IP address: 73.25.146.220
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature  
2021-06-16 - 5:49:08 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)  
2021-06-16 - 6:05:30 PM GMT- IP address: 198.245.132.3
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)  
Signature Date: 2021-06-16 - 6:05:54 PM GMT - Time Source: server- IP address: 198.245.132.3
-  Agreement completed.  
2021-06-16 - 6:05:54 PM GMT

Draft

Approval of Previous Business Meeting

Minutes:

June 10, 2021

## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, June 10, 2021 – 6:00 PM**

**Virtual Meeting via Zoom and in Person**

**PRESENT: Vice Chair Commissioner Paul Savas  
Commissioner Sonya Fischer  
Commissioner Martha Schrader  
Commissioner Mark Shull**

**EXCUSED: Chair Tootie Smith**

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**Vice Chair Savas moved Public Communication up first:**

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

Opened Public Hearing:

General Public Hearing In person

1. Jo Haverkamp - Clackamas County – Mark Shull
2. Leila Blakely – Sandy – We the People
3. Tonya Sare- Oregon City – We The People
4. Mike Hammons-Damascus- Saying Hello from the CPO
5. Kevin Moss – Boring – NCPRD/ABC's
6. Gina Tallerino – Happy Valley – No Vaccine Passport/no segregation
7. Cris Waller – Milwaukie – Mark Shull
8. Mike Weber – Milwaukie – Good Governance
9. Leslie Mateus – Oregon City – Shot/Mask
10. Chris Calvert – Oregon City – Covid Passport/Sanctuary
11. Anthony Bowen – Portland –
12. Yvonne Lazarus – Milwaukie – BCC
13. Les Poole – Gladstone –
14. Angela Pederson – Oregon City – Vaccine Mandate

General Public Hearing Zoom

1. \*Dr. Katherine Lopez Sankey – Lake Oswego – Requesting you enact policies that prevent discrimination based on vaccine status
2. Ron Vrooman – Beaverton – Constitutional Republican form of government
3. Shelley Cook – Oregon City – I'm in complete support of the passport vaccine ban!!!!
4. \*Stephanie Meyer – Sandy - I support having a BAN of the vaccine passport
5. Deedra Thompson – Sandy – Vaccine Passports
6. Christine Prudence – Welches – Vaccine passports/sections
7. Brittney Waugh - Clackamas County – Vaccine Passport
8. Tim Smith - Wilsonville – Commissioner marks status Liaison
9. Bill Wehr - Clackamas County – Public Policy
10. Jim and Christine McIntyre – Oak Grove – Vaccine Passport Ban

**\*Registered for Public Comment but did not speak**

Closed Public Hearing

**\*\*\*Ice Storm Updates** <https://www.clackamas.us/meetings/bcc/business>

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

~Board Discussion~

**Vice-Chair Savas: The Board will now Recess as the Board of County Commissioners and Convene as the Housing Authority Board for the next items on the agenda.**

**I. \*HOUSING AUTHORITY CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

1. Approval to execute contracts between HACC and Yardi/RentGrow to purchase a new fully integrated housing authority specific software service system. Total value for both contracts over the contract term is \$890,000.00 with funding through Housing Authority and HUD CARES Act funds. No general funds are involved. – HACC
2. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of Fiscal Year 2021. The total amount to write off is \$17,731.17. No general funds are involved. - HACC

Commissioner Leenstra: I move for Approval the consent agenda

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Leenstra: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Vice Chair Savas: Aye.–the motion carries 5-0

**The Board will now adjourn as the Housing Authority and reconvene as the Board of County Commissioners for the next items on the agenda.**

**II. PUBLIC HEARINGS** <https://www.clackamas.us/meetings/bcc/business>

1. First Reading of County Parks Fine and Code Changes (Tom Riggs, Business and Community Services)

~Board Discussion~

Opened Public Hearing

No Public Hearing

Closed Public Hearing

Commissioner Fischer: I move for amendment of the code to add “where restroom facilities are provided to L4”

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: No.

Commissioner Fischer: Aye.

Vice Chair Savas: Aye.–the motion carries 3-1

Commissioner Schrader: I move to read the ordinance by title only as amended

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Shull: No.

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Vice Chair Savas: Aye.–the motion carries 3-1

The second reading will be on Thursday, June 24, 2021 at the Board's regular scheduled Business meeting at 10 AM.

III. **\*CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

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

1. Approval to Accept a Grant Award with Kaiser Permanente Community Health, in partnership with Oregon Primary Care Association for support COVID-19 vaccination efforts. The maximum agreement value is \$100,000 with funding through Oregon Primary Care Association. No County General Funds are involved. – Health Centers
2. Approval to Accept a Grant Award with Health Resources and Services Administration (HRSA) for American Rescue Plan Act (ARPA) Funding for Health Centers. The Maximum agreement value is \$3,563,000 with funding through health resources and services administration. No county general funds are involved. – Health Centers
3. Approval to Apply to Funding Opportunity with CareOregon for CareOregon Emergency Relief Funds. The Maximum agreement value is \$750,000 with funding through Care Oregon. No county general funds are involved. – Health Centers
4. Approval of an Intergovernmental Agreement (IGA) with Oregon Health Authority and Clackamas County Public Health Division. This is a FEMA Revenue Agreement only. No county general funds are involved – Public Health
5. Approval of a Local Subrecipient Grant Amendment #1 with Northwest Family Services to provide Ready for Kindergarten workshops and educational supplies to families with young children. Amendment #1 adds \$7,998 for a maximum value of \$56,558.40 and extends the end date to September 30, 2021. No county general funds are involved – CFCC
6. Approval for a Revenue Agreement with the State of Oregon, acting by and through its Oregon Health Authority for the Reproductive Health Program. This is revenue generated through fees for services. No county general funds are involved – Health Centers
7. Approval of a Local Subrecipient Amendment #1 with Clackamas County Children's Commission to provide Head Start/Early Head Start children access to Ready Rosie programming and Ready for Kindergarten supplies. Amendment #1 adds \$37,765 for a revised amount of \$50,685.47. No match is required. No county general funds are involved. – CFCC
8. Approval to Purchase one Category B Bus from Schetky Northwest Sales, Inc. For Use by Mt. Hood Express Transit Service. Total purchase cost is \$198,216 and is funded through HB 2017 Statewide Transportation Improvement Funds by contract with TriMet. No county general funds are involved. – Social Services
9. Approval of a Local Subrecipient Grant Amendment #1 with Todos Juntos to provide Brain Box early learning materials and training to families located in Canby or Molalla. Amendment #1 adds \$17,049 for a revised amount of \$50,805 with funding through Oregon Community Foundation and Oregon State University. No county general funds are involved – CFCC
10. Approval of Amendment #02 to a Contract with Northwest Family Services for Drug and Alcohol Pre-Engagement and Prevention Activities. Amendment #2 adds \$51,140.08 for a new contract maximum of \$153,420.23 with funding through the State of Oregon. No county general funds are involved – Behavioral Health
11. Approval of Amendment # 1 of the Sub-recipient Professional Services Agreement with Cascade AIDS Project (CAP) for HIV Testing and Counseling Services. The maximum agreement value is \$75,244 and is funded through the State of Oregon. No county general funds are involved. – Public Health

12. Approval of Amendment #01 to the Sub-recipient Professional Services Agreement with Outside In, for HIV Testing and Counseling Services. The maximum agreement value is \$22,477 and is funded through the State of Oregon. No county general funds are involved – Public Health

**B. Transportation & Development**

1. Approval of a Contract with T.F.T Construction, Inc., for the Kelso Road/ Richey Road Paving Package; Total Contract Value \$1,019,342.00 with funding through the County Road Fund. No general funds are involved.

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**D. Disaster Management**

1. Approval of a Subrecipient Agreement Amendment between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY18 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program. FY18 Urban Area Security Initiative funds under the Clackamas County agreement will not be amended and remain a total of \$443,381. The funding source is the United States Department of Homeland Security via the Oregon Military Department. No general funds are involved.
2. Approval of Amendment No. 1 to Intergovernmental Agreement between the State of Oregon (Oregon State Police) and Clackamas County for Medical Examiner's Office Building Agreement. Clackamas Medical Examiner's Office will be paying \$3,318.44 monthly for use of the Oregon State Medical Examiner's Office Facility and Log Case Management System. This is budgeted expense and will come from General Funds.
3. Approval to Apply for FY2021 Emergency Management Performance Grant between Clackamas County and the State of Oregon. The grant agreement total value anticipated is around \$212,000. The grant is a 50% federal share grant that will reimburse Clackamas County Disaster Management for up to fifty percent of salaries and benefits of six employees. This will include general funds and is budgeted.

**E. Community Corrections**

1. Approval of Amendment # 2 Grant Agreement JR-19-003 with the State of Oregon, Criminal Justice Commission, Justice Reinvestment for Clackamas County Community Corrections Programs. This is a reduced funds amendment, it will reduce funds by \$24,944.51 making the awarded balance remaining of \$2,251,703.70. Funding for this is through the Criminal Justice Commission. No general funds are involved.
2. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Oregon State Parks, Milo McIver State Park to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$30,000 in revenue to support the Community Service Program. No general funds are involved.
3. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and City of Oregon City to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$10,000 in revenue to support the Community Service Program. No general funds are involved.
4. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and City of Milwaukie to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$6,000 in revenue to support the Community Service Program. No general funds are involved.
5. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas Community College to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$10,000 in revenue to support the Community Service Program. No general funds are involved.
6. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas County Fair Board to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$6,000 in revenue to support the Community Service Program. No general funds are involved.

7. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and City of Happy Valley Park to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$40,000 in revenue to support the Community Service Program. No general funds are involved.

**F. Technology Services**

1. Approval for a Service Level Agreement between CBX and Allstream Business US for dark fiber connections. The monthly recurring cost for the connections will be \$1,465.00 with a nonrecurring cost of \$98,500.00. The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Allstream Business US. No general funds are involved.

Commissioner Shull: I move for Approval of the consent agenda

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Shull: Aye..

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Vice Chair Savas: Aye.—the motion carries 4-0

**The Board will recess as the Board of County Commissioners and convene as the Board for Water Environment Services for the next consent agenda.**

**IV. \*WATER ENVIRONMENT SERVICES CONSENT AGENDA**

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

1. Approval of Amendment No. 2 to an Intergovernmental Agreement between Water Environment Services and the City of Happy Valley, Oregon For Street Sweeping Services. Amendment #2 is for the amount of \$83,000 with funding through WES Surface Water Operating Fund. No county general funds are involved.
2. Approval of a Resolution Authorizing the Director of Water Environment Services to Release Liens in the North Clackamas Revitalization Area. Potentially foregoing an increase in SDC revenues of about \$5,800 per release. No county general funds are involved.

Commissioner Shull: I move for Approval of the consent agenda

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Shull: Aye..

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Vice Chair Savas: Aye.—the motion carries 4-0

**VI. COUNTY ADMINISTRATOR UPDATE**

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

**VII. COMMISSIONERS COMMUNICATION**

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

**Adjourned 8:08 PM**



# Clackamas County Sheriff's Office

ANGELA BRANDENBURG  
Sheriff

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Purchase Five (5) vehicles from Withnell Motor Corporation, dba Withnell Dodge for use by  
Clackamas County Sheriff's Office

<b>Purpose/Outcome</b>	Approval to purchase five (5) Dodge Durango's for the Sheriff's Office.
<b>Dollar Amount and Fiscal Impact</b>	\$34,448.91 each for a total not to exceed \$172,244.55.
<b>Funding Source</b>	CCSO Fleet Budget 216-1603-06831-485510
<b>Duration</b>	To be purchase before June 30, 2021.
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	Furtheres the County's focus to keeping our residents safe, healthy and secure. Replaces less reliable vehicles.
<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Warren Gadberry, County Fleet Manager
<b>Contract No.</b>	N/A

## BACKGROUND:

The vehicles will be assigned to the Sheriff's Office Patrol Division and will be replacement vehicles. The outgoing vehicles have high mileage and will be relegated to spare use. These vehicles are on-lot and ready to purchase and pickup to begin outfitting for the Sheriff's Office.

## PROCUREMENT PROCESS:

Approval of the purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase is made against the State of Oregon Price Agreement #1651 with Withnell Motor Corporation.

**RECOMMENDATION:** Sheriff's Office respectfully requests that the Board of County Commissioners approve this vehicle purchase for the Sheriff's Office.

Respectfully submitted,

Angela Brandenburg,  
Sheriff



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

Approval of Purchase: \_\_\_\_\_  
Chair

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



ANGELA BRANDENBURG  
Sheriff

# Clackamas County Sheriff's Office

20May2021

TO: Warren Gadberry, Clackamas County Fleet

FR: Angela Brandenburg, Clackamas County Sheriff

RE: Purchase of Sheriff's Office vehicle

The Clackamas County Sheriff's Office requests the Clackamas County Fleet Department obtain five (5) 2021 Dodge Durangos from Withnell Dodge equipped per attached vehicle invoice forms. Please include E-plates with purchase. The total cost of the 2021 Dodge Durango Police AWD is \$34,448.91. Setup and installation fees are \$30,552.74. The total cost of the 2021 Dodge Durango is \$65,001.65.

The vehicles will be assigned to the Sheriff's Office Patrol Division and will be replacement vehicles. The outgoing vehicles have high mileage and will be relegated to spare use.

The funds for these vehicles are available in the Sheriff's Office 2020-2021 fiscal year budgets. The purchase, title and document fees will be drawn from Clackamas County Fleet line item 216-1603-06831-485510. The setup and installations fees will be drawn from Clackamas County Fleet line item 216-1603-06831-485400.

Respectfully,

Angela Brandenburg, Sheriff

A handwritten signature in blue ink, appearing to read "Mike Copenhaver", written over a light blue rectangular background.

By Undersheriff Mike Copenhaver  
Clackamas County Sheriff's Office

# State of Oregon



## PRICE AGREEMENT WITH

**Withnell Motor Company (dba Withnell Dodge)**

**FOR**

**Dodge and Ram Brand Vehicles**  
Price Agreement # 1651

WITHNELL DODGE  
2650 COMMERCIAL SE  
SALEM, OR 973024451

Priced Order Confirmation (POC)

Date Printed: 2021-05-06 3:20 PM VIN: 1C4SDJFT2MC662042 Quantity: 01  
 Estimated Ship Date: 2021-02-09 2:00 AM VON: 46934304 Status: KZ - Released by plant and Invoiced  
 Date Ordered: 2020-09-11 1:01 PM Ordered By: S28368H FAN 1: 48979 State of Oregon  
 FAN 2:  
 Client Code:  
 Bid Number: TB1086  
 PO Number:

Sold to: WITHNELL DODGE (56440)  
2650 COMMERCIAL SE  
SALEM, OR 973024451

Ship to: WITHNELL DODGE (56440)  
2650 COMMERCIAL SE  
SALEM, OR 973024451

Vehicle: 2021 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	36,000
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
Options:	-X9	Black	0
	ADL	Skid Plate Group	295
	CW6	Deactivate Rear Doors/Windows	75
	LNF	Black Left LED Spot Lamp	545
	LNx	LED Spot Lamps	0
	NAS	50 State Emissions	0
	XAN	Blind Spot and Cross Path Detection	495
	XCS	4 Additional Key Fobs	100
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5T2	February Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB1086	Government Incentives	0
Special Equipment:	99595B		0
	99595A		0
Destination Fees:			1,495

34012.00  
 170.06 priv. tax  
 142.85 CAT  
 34324.91  
 127.00 DMV EPlates

Total Price: 42,000.

0 MATT MCWATIN

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or 5/6/21 correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

34448.91 TOTAL

WITHNELL DODGE  
2650 COMMERCIAL SE  
SALEM, OR 973024451

Priced Order Confirmation (POC)

Date Printed: 2021-05-06 3:19 PM VIN: 1C4SDJFT4MC662043 Quantity: 01  
 Estimated Ship Date: 2021-02-06 2:00 AM VON: 46934305 Status: KZ - Released by plant and invoiced  
 Date Ordered: 2020-09-11 1:01 PM Ordered By: S28368H FAN 1: 48979 State of Oregon  
 FAN 2:  
 Client Code:  
 Bid Number: TB1086  
 PO Number:

Sold to: WITHNELL DODGE (56440)  
2650 COMMERCIAL SE  
SALEM, OR 973024451

Ship to: WITHNELL DODGE (56440)  
2650 COMMERCIAL SE  
SALEM, OR 973024451

Vehicle: 2021 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	36,000
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
	Options:	ADL	Skid Plate Group
	CW6	Deactivate Rear Doors/Windows	75
	LNF	Black Left LED Spot Lamp	545
	LNx	LED Spot Lamps	0
	NAS	50 State Emissions	0
	XAN	Blind Spot and Cross Path Detection	495
	XCS	4 Additional Key Fobs	100
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5T2	February Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB1086	Government Incentives	0
Special Equipment:	99595B		0
	99595A		0
Destination Fees:			1,495
		170. <sup>00</sup> priv. tax	
		142. <sup>05</sup> CAT	
		34012. <sup>00</sup>	
		3424. <sup>91</sup>	
		127. <sup>00</sup> DMV EPlates	
		34448. <sup>91</sup> TOTAL	
		Total Price:	42,000.

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

0 Matt Newman  
5/6/21  
Page 3 of 10  
#1651

**WITHNELL DODGE**  
**2650 COMMERCIAL SE**  
**SALEM, OR 973024451**

**Priced Order Confirmation (POC)**

<b>Date Printed:</b>	2021-05-06 3:19 PM	<b>VIN:</b>	1C4SDJFT7MC659251	<b>Quantity:</b>	01
<b>Estimated Ship Date:</b>	2021-02-06 2:00 AM	<b>VON:</b>	46934308	<b>Status:</b>	KZ - Released by plant and invoiced
<b>Date Ordered:</b>	2020-09-11 1:01 PM	<b>Ordered By:</b>	S28368H	<b>FAN 1:</b>	48979 State of Oregon
				<b>FAN 2:</b>	
				<b>Client Code:</b>	
				<b>Bid Number:</b>	TB1086
				<b>PO Number:</b>	

<b>Sold to:</b>	<b>Ship to:</b>
WITHNELL DODGE (56440)	WITHNELL DODGE (56440)
2650 COMMERCIAL SE	2650 COMMERCIAL SE
SALEM, OR 973024451	SALEM, OR 973024451

**Vehicle: 2021 DURANGO PURSUIT VEHICLE AWD (WDEE75)**

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	WDEE75	DURANGO PURSUIT VEHICLE AWD	36,000
<b>Package:</b>	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
<b>Paint/Seat/Trim:</b>	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
<b>Options:</b>	ADL	Skid Plate Group	295
	CW6	Deactivate Rear Doors/Windows	75
	LNF	Black Left LED Spot Lamp	545
	LNX	LED Spot Lamps	0
	NAS	50 State Emissions	0
	XAN	Blind Spot and Cross Path Detection	495
	XCS	4 Additional Key Fobs	100
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5T2	February Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
	<b>Non Equipment:</b>	4KA	Special Bid Handling
4FA		Special Bid-Ineligible For Incentive	0
4DH		Prepaid Holdback	0
MAF		Fleet Purchase Incentive	0
<b>Bid Number:</b>	TB1086	Government Incentives	0
<b>Special Equipment:</b>	99595B		0
	99595A		0
<b>Destination Fees:</b>			1,495

34012.00  
 170.00 priv. tax  
 142.95 CAT  
 34324.91  
 127.00 DMV EPlates  
 34448.91 TOTAL

**Total Price: 42,000.**

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

*MATT MCLELLAN*  
 5/6/21  
 Page 5 of 10  
 #1051

**WITHNELL DODGE**  
**2650 COMMERCIAL SE**  
**SALEM, OR 973024451**

**Priced Order Confirmation (POC)**

**Date Printed:** 2021-05-06 3:19 PM **VIN:** 1C4SDJFT3MC642186 **Quantity:** 01  
**Estimated Ship Date:** 2021-02-19 1:59 AM **VON:** 46934307 **Status:** KZ - Released by plant and Invoiced  
**Date Ordered:** 2020-09-11 1:01 PM **Ordered By:** S28368H **FAN 1:** 48979 State of Oregon  
**FAN 2:**  
**Client Code:**  
**Bld Number:** TB1086  
**PO Number:**

**Sold to:**  
 WITHNELL DODGE (56440)  
 2650 COMMERCIAL SE  
 SALEM, OR 973024451

**Ship to:**  
 WITHNELL DODGE (56440)  
 2650 COMMERCIAL SE  
 SALEM, OR 973024451

**Vehicle:** 2021 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	WDEE75	DURANGO PURSUIT VEHICLE AWD	36,000
<b>Package:</b>	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
<b>Paint/Seat/Trim:</b>	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
<b>Options:</b>	ADL	Skid Plate Group	295
	CW6	Deactivate Rear Doors/Windows	75
	LNF	Black Left LED Spot Lamp	545
	LNx	LED Spot Lamps	0
	NAS	50 State Emissions	0
	XAN	Blind Spot and Cross Path Detection	495
	XCS	4 Additional Key Fobs	100
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5T2	February Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
<b>Non Equipment:</b>	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
<b>Bld Number:</b>	TB1086	Government Incentives	0
<b>Special Equipment:</b>	99595B		0
	99595A		0
<b>Destination Fees:</b>			1,495

34012.<sup>00</sup>  
 170.<sup>00</sup> priv. tax  
 142.<sup>85</sup> CAT  
 34324.<sup>91</sup>  
 127.<sup>00</sup> DMV EP/aks

**Total Price:** 42,000.

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34448.<sup>91</sup> TOTAL

Q Mark McNamee  
 5/10/21  
 Page 7 of 10  
 #1651

**WITHNELL DODGE**  
**2650 COMMERCIAL SE**  
**SALEM, OR 973024451**

**Priced Order Confirmation (POC)**

**Date Printed:** 2021-05-06 3:19 PM **VIN:** 1C4SDJFT6MC662044 **Quantity:** 01  
**Estimated Ship Date:** 2021-02-12 1:59 AM **VON:** 46934308 **Status:** KZ - Released by plant and invoiced  
**Date Ordered:** 2020-09-11 1:01 PM **Ordered By:** S28368H **FAN 1:** 48979 State of Oregon  
**FAN 2:**  
**Client Code:**  
**Bid Number:** TB1086  
**PO Number:**

**Sold to:** WITHNELL DODGE (56440)  
 2650 COMMERCIAL SE  
 SALEM, OR 973024451  
**Ship to:** WITHNELL DODGE (56440)  
 2650 COMMERCIAL SE  
 SALEM, OR 973024451

**Vehicle:** 2021 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	WDEE75	DURANGO PURSUIT VEHICLE AWD	36,000
<b>Package:</b>	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
<b>Paint/Seat/Trim:</b>	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
	<b>Options:</b>	ADL	Skid Plate Group
	CW6	Deactivate Rear Doors/Windows	75
	LNF	Black Left LED Spot Lamp	545
	LNK	LED Spot Lamps	0
	NAS	50 State Emissions	0
	XAN	Blind Spot and Cross Path Detection	495
	XCS	4 Additional Key Fobs	100
	3AH	Price Protection - Code H	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5T2	February Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
<b>Non Equipment:</b>	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
<b>Bid Number:</b>	TB1086	Government Incentives	0
<b>Special Equipment:</b>	99595B		0
	99595A		0
<b>Destination Fees:</b>			1,495

34012.<sup>00</sup>  
 170.<sup>06</sup> priv tax  
 142.<sup>85</sup> CAT  
 34324.<sup>91</sup>

**Total Price:** 42,000.

**Note:** This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

127.<sup>00</sup> DMV E Plater  
 34448.<sup>91</sup> TOTAL

MATT MCLENNAN  
 5/6/21  
 Page 9 of 10  
 #1651





# Clackamas County Sheriff's Office

ANGELA BRANDENBURG  
Sheriff

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval Purchase for Body Cameras from Axon Enterprise  
for use by Clackamas County Sheriff's Office

<b>Purpose/Outcome</b>	Approval to purchase Body Cameras, Tasers, associated accessories, software services, and related training for the Sheriff's Office
<b>Dollar Amount and Fiscal Impact</b>	\$1,588,994.50
<b>Funding Source</b>	Sheriff's Office Budget
<b>Duration</b>	FY2022-2026
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	Furtheres the County's focus to keeping our residents safe, healthy and secure
<b>Counsel Review</b>	6/09/21 Counsel Initials: AN
<b>Procurement Review</b>	Was the project processed through Procurement? Yes.
<b>Contact Person</b>	Jenna Morrison, Chief Deputy 503.785.5022

## BACKGROUND:

The Clackamas County Sheriff's Office requests approval to enter into a 5-year agreement with Axon Enterprise to purchase 100 body cameras, 100 Taser 7 devices, associated accessories, software services, and related training. This technology will allow Sheriff's Office deputies to record audio and video when interacting with the public.

This five-year contract provides body worn cameras and accessories, video storage, cellular service, and all software needed to implement and maintain a body worn camera program. A comprehensive suite of Axon's software is included in this purchase to aide in the administration of the body worn camera (BWC) program including artificial intelligence-powered redaction and transcription tools. The Axon package is all-inclusive of hardware, software, and training aides and will not require additional investment from the County.

Axon is one of the largest providers of body worn cameras in the nation, making up 75% of the market share of BWCs in major US cities. Axon BWCs offer seamless integration with their Taser line of non-lethal weapons which are carried by our deputies. Axon cameras are currently used by other local and regional law enforcement partners including Tigard, Medford, Corvallis and Seattle police departments in addition to the Benton, Spokane, and LA County Sheriff's Departments. The overall cost of this contract is \$1,588,994.50.

Office: 9101 SE Sunnybrook Blvd., Clackamas, OR 97015

Mailing: 2223 Kaen Road, Oregon City, OR 97045

Phone: 503-785-5000 • Fax: 503-785-5190 • [www.clackamas.us/sheriff](http://www.clackamas.us/sheriff)

**Procurement Process:**

Approval of the purchase is being requested under the Local Contact Review Board Rule C-046-0400, Authority of Cooperative Procurements. A notice was advertised for this solicitation on ORPIN from June 8, 2021 – June 15, 2021 and we received no comments. This purchase will be made using Sourcewell contract #010720-AXN with AXON.Enterprise, Inc.

**RECOMMENDATION:** Sheriff's Office respectfully requests that the Board of County Commissioners approves this body cameras purchase.

Respectfully submitted,



Jenna Morrison  
Chief Deputy

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

Approval of purchase \_\_\_\_\_  
Chair

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



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**SALES REPRESENTATIVE**

Allen Sliper  
Phone: (858) 353-3228  
Email: asliper@axon.com  
Fax:

**PRIMARY CONTACT**

Tony Docekal  
Phone: (503) 785-5050  
Email: tdocekal@clackamas.us

**SHIP TO**

Tony Docekal  
Clackamas County Sheriff's Office - OR  
9101 SE Sunnybrook Blvd  
Clackamas, OR 97015  
US

**BILL TO**

Clackamas County Sheriff's Office - OR  
2223 Kaen Road  
Oregon City, OR 97045  
US

**Year 1 - OSP 7+**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	2	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	100	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	100	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	3,000	0.00	0.00	0.00
73680	RESPOND DEVICE PLUS LICENSE	60	100	0.00	0.00	0.00
73681	AXON RECORDS FULL	60	100	0.00	0.00	0.00
73739	PERFORMANCE LICENSE	60	100	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	100	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	100	0.00	0.00	0.00
85760	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	60	100	0.00	0.00	0.00
73618	CITIZEN FOR COMMUNITIES USER ACCESS LICENSE	60	100	0.00	0.00	0.00
73478	REDACTION ASSISTANT USER ACCESS LICENSE	60	100	0.00	0.00	0.00
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	60	100	0.00	0.00	0.00
73687	EVIDENCE.COM VIEWER LICENSE	60	1	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	30	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	10	0.00	0.00	0.00

## Year 1 - OSP 7+ (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>						
73682	AUTO TAGGING LICENSE	60	100	0.00	0.00	0.00
<b>Hardware</b>						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		100	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		100	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		2	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		100	699.00	678.03	67,803.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		300	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		300	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		100	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		100	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		200	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		200	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		200	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		200	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		200	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		120	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		120	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		100	0.00	0.00	0.00

## Year 1 - OSP 7+ (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		110	0.00	0.00	0.00
74211	AXON BODY 3 - 1 BAY DOCK		100	200.00	194.00	19,400.00
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	60	100	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		5	43.90	42.58	212.90
74210	AXON BODY 3 - 8 BAY DOCK		5	1,495.00	1,450.15	7,250.75
74200	TASER 7 6-BAY DOCK AND CORE		2	1,500.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		2	300.00	0.00	0.00
<b>Other</b>						
73940	OFFICER SAFETY PLAN 7+ PREMIUM BUNDLE	60	100	0.00	0.00	0.00
73941	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT	12	100	2,868.00	2,868.00	286,800.00
Not Eligible/Customer Declined Channel Services	Not Eligible/Customer Declined Channel Services		100	0.00	0.00	0.00
20378	HTC FOCUS 3 VR HEADSET		4	0.00	0.00	0.00
20271	AXON VR CONTROLLER KIT		1	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
73827	AB3 CAMERA TAP WARRANTY	60	100	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		100	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	5	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		5	0.00	0.00	0.00

## Year 1 - OSP 7+ (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Services</b>						
85055	AXON FULL SERVICE		1	17,000.00	17,000.00	17,000.00
85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING		1	17,000.00	17,000.00	17,000.00
20384	FULL VR TRAINING ENTERPRISE (51 - 100) LICENSE	60	1	0.00	0.00	0.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
					Subtotal	420,146.65
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	420,146.65

## Year 1 - Interview Room

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50071	AXON STREAMING SERVER LICENSE (PER SERVER)		2	1,750.00	0.00	0.00
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)		4	1,500.00	0.00	0.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	12	4	1,188.00	0.00	0.00
<b>Hardware</b>						
50298	AXIS P3245-LV NETWORK CAMERA		4	796.00	0.00	0.00
50118	LOUROE MICROPHONE		7	196.50	0.00	0.00
50294	LITE SERVER		2	1,950.00	0.00	0.00
50268	TOUCH PANEL		4	1,600.00	0.00	0.00
74056	WALL MOUNT		1	64.00	0.00	0.00
50218	AXIS F41 COVERT MAIN UNIT - NON SER		3	595.00	0.00	0.00
74116	INTERVIEW COVERT ENCLOSURE - AV WALL PLATE, FLUSH MOUNTED		3	121.00	0.00	0.00
50114	COVERT CAMERA, SENSOR UNIT		3	370.00	0.00	0.00

## Year 1 - Interview Room (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Services</b>						
85170	INTERVIEW ROOM, INSTALL AND SETUP		4	2,500.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

## Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		3	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		3	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		3	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		3	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
<b>Other</b>						
73827	AB3 CAMERA TAP WARRANTY	12	3	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

## Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	0.00	0.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	4	300.00	0.00	0.00
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	12	4	1,188.00	0.00	0.00
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		200	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		200	0.00	0.00	0.00

## Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73941	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT	12	100	2,868.00	2,868.00	286,800.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	291,480.00
					Estimated Tax	0.00
					Total	291,480.00

## Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	0.00	0.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	4	300.00	0.00	0.00
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	12	4	1,188.00	0.00	0.00
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		200	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		200	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		200	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		200	0.00	0.00	0.00
<b>Other</b>						
73309	AXON CAMERA REFRESH ONE		100	0.00	0.00	0.00
73941	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT	12	100	2,868.00	2,868.00	286,800.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
73309	AXON CAMERA REFRESH ONE		3	0.00	0.00	0.00



### Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		100	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		5	0.00	0.00	0.00
					Subtotal	291,480.00
					Estimated Tax	0.00
					Total	291,480.00

### Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	0.00	0.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	4	300.00	0.00	0.00
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	12	4	1,188.00	0.00	0.00
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		200	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		200	0.00	0.00	0.00
<b>Other</b>						
73941	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT	12	100	2,868.00	2,868.00	286,800.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	291,480.00
					Estimated Tax	0.00
					Total	291,480.00

## Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	0.00	0.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	4	300.00	0.00	0.00
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	12	4	1,188.00	0.00	0.00
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		200	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		200	0.00	0.00	0.00
<b>Other</b>						
73941	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT	12	100	2,868.00	2,868.00	286,800.00
73310	AXON CAMERA REFRESH TWO		100	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
73310	AXON CAMERA REFRESH TWO		3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		100	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		5	0.00	0.00	0.00
					Subtotal	291,480.00
					Estimated Tax	0.00
					Total	291,480.00
<b>Grand Total</b>						<b>1,586,066.65</b>

## Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	1,661,636.00
<b>Discounts</b>	<b>75,569.35</b>
<b>Total</b>	<b>1,586,066.65</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1 - OSP 7+	420,146.65
Year 1 - Interview Room	0.00
Spares	0.00
Year 2	291,480.00
Year 3	291,480.00
Year 4	291,480.00
Year 5	291,480.00
<b>Grand Total</b>	<b>1,586,066.65</b>

# STATEMENT OF WORK & CONFIGURATION DOCUMENT

## Axon Interview Recording Platform

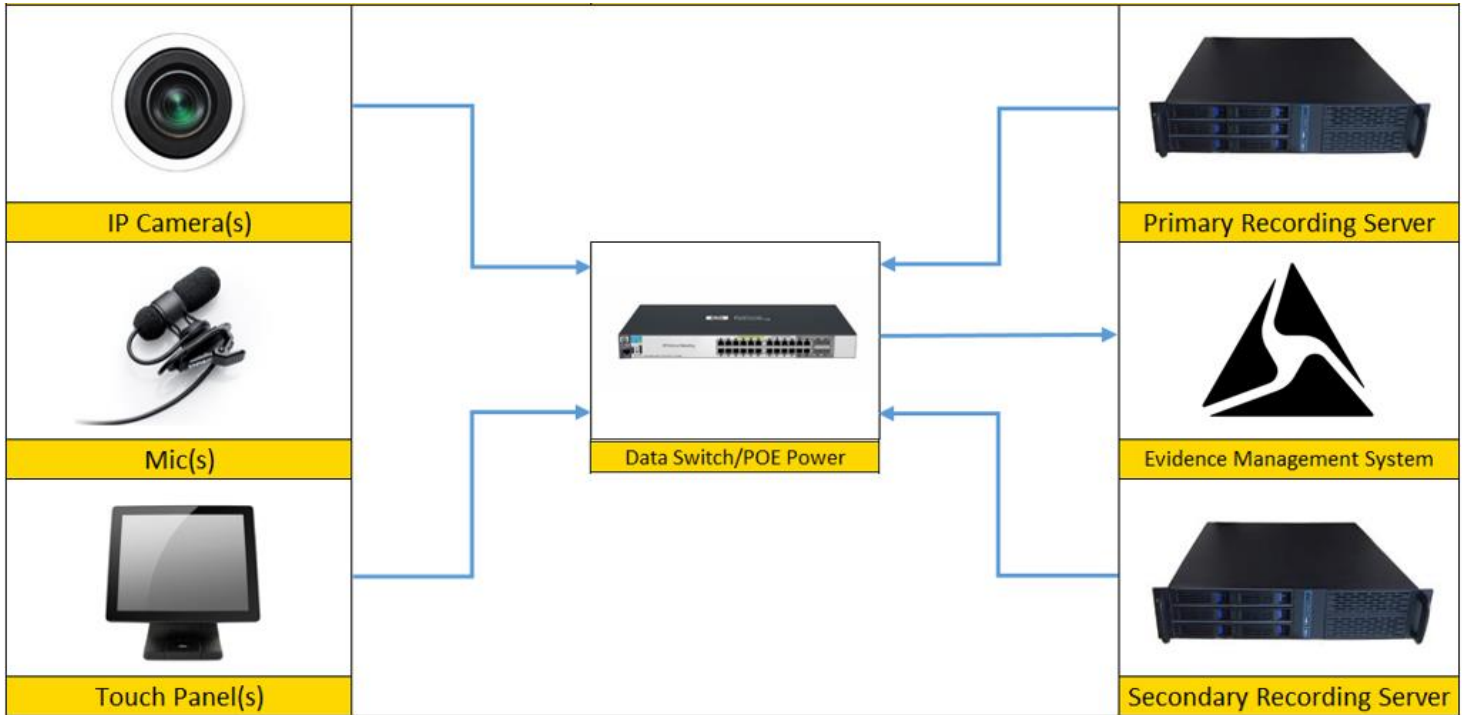
This document details a proposed system design

Agency Created For: Clackamas County Sheriff's Office - OR

<b>Sold By:</b>	Allen Sliper
<b>Designed By:</b>	Jason South
<b>Installed By:</b>	Axon Professional Services
<b>Customer Contact:</b>	
<b>Target Install Date:</b>	

# AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



## AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

Total Camera Configurations		Locations	# Rooms
7	Camera(s)	Headquarters	4
3	Covert Enclosure(s)		
7	Microphone(s)		
	Injector(s)		
Total Switches			
0	POE Switch(es)		
Total Servers			
2	Server(s) <i>(customer-provided included)</i>		
Total Touch Panels			
4	Touch Panel(s) <i>(virtual not included)</i>		
0	Wall Mount(s)		
Total Camera Configurations			
0	I/O Box(es)		

# INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

## Network Considerations

<b>Network Requirements</b>	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.		
	Each Recording Server must be given a static IPv4 network address that is routable across the network.		
	Each IP Camera must be given a static IPv4 network address that is routable across the network.		
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.		
<b>Network Addressing</b>	<b>Network Device</b>	<b>Static IPs</b>	<b>Total IPs</b>
	Qty of IP Cameras	7	13
	Qty of Touch Panels	4	
	Qty of Recording Servers	2	
<b>Data Switch Provisioning</b>	This install will require POE data switches at each location.		
<b>Virtual Kiosks</b>	4 workstations will require virtual kiosk software to be installed.		
<b>Customer Provided Items</b>	Customer to provide all device IP addresses Customer to also provide: <ul style="list-style-type: none"> <li>• Subnet Mask</li> <li>• Gateway IP</li> <li>• DNS/WINS IP</li> <li>• Time Server IP</li> </ul>		
	Customer IT staff will configure all switches with proper network configuration.		

## Metadata Tags

<b>Metadata Tagging</b>	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
<b>Metadata Tags</b>	Information collected prior to recording: <ul style="list-style-type: none"> <li>• Interviewee first and last name</li> <li>• Case number</li> <li>• Case type</li> <li>• Interviewee type</li> </ul> Information collected post recording: <ul style="list-style-type: none"> <li>• Interviewer name(s)</li> </ul>
<b>Customer Provided Items</b>	Customer to provide preferred metadata fields.
<b>Axon Provided Items</b>	Axon to facilitate the creation of metadata fields.

# NETWORK CONFIGURATION DETAILS

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

## Network Configuration Details

<b>Evidence Management System</b>	Evidence.com
<b>Application Features</b>	<p>Network Applications:</p> <ul style="list-style-type: none"><li>• Remote monitoring application</li></ul> <p>Evidence.com Application Features:</p> <ul style="list-style-type: none"><li>• Secure Cloud Storage</li><li>• Redaction</li><li>• Download/Sharing</li><li>• Audit Trail</li><li>• Reporting</li></ul>

## Training

<b>Application Package</b>	<p>This solution will include on-site application training covering:</p> <ul style="list-style-type: none"><li>• Touch panel overview</li><li>• Initiating interview wizard</li><li>• Entering metadata</li><li>• Controlling the interview process</li><li>• Closing an interview</li><li>• Evidence.com functionality</li></ul>
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## Additional General Deal Notes

<b>Notes</b>	
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## LOCATION DETAILS: Headquarters

The following sections detail the configuration of the Axon Interview recording system at HEADQUARTERS

<b>Location Name</b>	Headquarters
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### Cable Considerations

<b>Cabling Runs</b>	Customer will install the networking cables using a Cat5e Cable.	
	13	cable runs are required for this installation.
	8	110v power outlets are required for this installation (Customer Responsibility).
<b>Cabling Requirements</b>	<p>All Devices:            Network cabling must be provided for the following devices:</p> <ul style="list-style-type: none"> <li>• Axis IP Camera</li> <li>• Server</li> <li>• Touch Panel or PC running a virtual Touch Panel</li> <li>• POE Switch</li> </ul>	

### Servers, Switches, Touch Panels

<b>Servers</b>	Axon Interview Lite Server	<b>Quantity:</b>	1
	Axon Interview Lite Server		1
<b>Redundancy</b>	This system includes recording redundancy		
<b>Data Switch/POE Power</b>	Customer will provide data switch	<b>Quantity:</b>	0
	N/A		
<b>Touch Panels</b>	POS-X Touch Panel		
<b>Touch Panel Location</b>	Desktop		
<b>Number of I/O Boxes Required</b>	0		

### Additional Location Notes

<b>Notes</b>	1 Touch Panel will be wall mounted outside PSU room. 3 additional Touch Panels will be on desktop stands in control rooms.
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## ROOM DETAILS: PSU

The following sections detail the configurations specific to PSU

<b>Location Name</b>	Headquarters
<b>Room Name</b>	PSU

### Camera Configuration

<b>Camera 1</b>	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera  Mic: Louroe Tamper Proof Mic
<b>Recording Activation</b>	Recording will be triggered via IR Client
<b>External Recording-In-Progress Visual</b>	N/A
<b>Wall Configuration</b>	Drywall
<b>Ceiling Configuration</b>	Standard Tile

### Additional Location Notes

<b>Notes</b>	
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## ROOM DETAILS: Room 1

The following sections detail the configurations specific to ROOM 1

<b>Location Name</b>	Headquarters
<b>Room Name</b>	Room 1

### Camera Configuration

<b>Camera 1</b>	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera  Mic: Louroe Tamper Proof Mic
<b>Camera 2</b>	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Flush Mount Enclosure Mic: Louroe Tamper Proof Mic
<b>Recording Activation</b>	Recording will be triggered via IR Client
<b>External Recording-In-Progress Visual</b>	N/A
<b>Wall Configuration</b>	Drywall
<b>Ceiling Configuration</b>	Standard Tile

### Additional Location Notes

<b>Notes</b>	
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## ROOM DETAILS: Room 2

The following sections detail the configurations specific to ROOM 2

<b>Location Name</b>	Headquarters
<b>Room Name</b>	Room 2

### Camera Configuration

<b>Camera 1</b>	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera  Mic: Louroe Tamper Proof Mic
<b>Camera 2</b>	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Flush Mount Enclosure Mic: Louroe Tamper Proof Mic
<b>Recording Activation</b>	Recording will be triggered via IR Client
<b>External Recording-In-Progress Visual</b>	N/A
<b>Wall Configuration</b>	Drywall
<b>Ceiling Configuration</b>	Standard Tile

### Additional Location Notes

<b>Notes</b>	
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## ROOM DETAILS: Room 3

The following sections detail the configurations specific to ROOM 3

<b>Location Name</b>	Headquarters
<b>Room Name</b>	Room 3

### Camera Configuration

<b>Camera 1</b>	Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera  Mic: Louroe Tamper Proof Mic
<b>Camera 2</b>	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Flush Mount Enclosure Mic: Louroe Tamper Proof Mic
<b>Recording Activation</b>	Recording will be triggered via IR Client
<b>External Recording-In-Progress Visual</b>	N/A
<b>Wall Configuration</b>	Drywall
<b>Ceiling Configuration</b>	Standard Tile

### Additional Location Notes

<b>Notes</b>	
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## **Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers**

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

## Notes

Sourcewell Contract #010720-AXN used for pricing and purchasing justification.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_  
PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Allen Sliper at [asliper@axon.com](mailto:asliper@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

## ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	



# Clackamas County Sheriff's Office

ANGELA BRANDENBURG  
Sheriff

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Apply for Grant Funding through  
United States Department of Justice; Office of Community Policing Development for the Community Policing (CDP) Development Crisis Intervention Teams

<b>Purpose/Outcome</b>	Clackamas County Sheriff's Office (CCSO) requests approval to apply for grant funding through the U.S. Department of Justice (DOJ)
<b>Dollar Amount and Fiscal Impact</b>	Max Award Value \$250,000.00
<b>Funding Source</b>	Federal DOJ
<b>Safety Impact</b>	Furthers the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities
<b>Duration</b>	36 Months
<b>Previous Board Action/Review</b>	None
<b>Counsel Review</b>	Not Applicable
<b>Procurement Review</b>	Not Applicable
<b>Contact Person</b>	Nancy Artmann (503)785-5012
<b>Solicitation No.</b>	O-COPS-2021-75007

## BACKGROUND:

The CDP grant will enhance the use of crisis intervention teams to embed mental and behavioral health services with law enforcement to better respond to individuals in crisis in the community. Our objective is to create staffing positions within our agency to co-respond with law enforcement personnel to mental health crises.

## RECOMMENDATION:

Staff recommends that the Board approve the attached Financial Assistance Application Lifecycle Form authorizing CCSO to apply for the Community Policing Development Crisis Intervention grant opportunity.

Respectfully submitted,

Angela Brandenburg,  
Sheriff



# Financial Assistance 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 & Fund:

Clackamas County Sheriff's Office - 216

Application for:  Subrecipient Assistance  Direct Assistance

Grant Renewal?  Yes  No

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

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Community Policing Development (CPD) Crisis Intervention Teams Solicitation

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form):

Requestor Contact Information:

503-785-5007

Department Fiscal Representative:

Nancy Artmann

Program Name or Number (please specify):

(503)785-5012

Brief Description of Project:

This grant funding opportunity will be used to enhance a crisis intervention team. This grant intends to embed mental and behavioral health service providers within CCSO to respond to individuals in crisis to serve our community better.

Name of Funding Agency:

U.S. Department of Justice - Office of Community Oriented Policing Services

Agency's Web Address for funding agency Guidelines and Contact Information:

[https://cops.usdoj.gov/pdf/2021AwardDocs/cpd\\_cit/solicitation.pdf](https://cops.usdoj.gov/pdf/2021AwardDocs/cpd_cit/solicitation.pdf)

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 Application

Non-Competing Application

Other

CFDA(s), if applicable:

16.710

Funding Agency Award Notification Date:

10/1/2021 (Anticipated)

Announcement Date:

5/20/2021

Announcement/Opportunity #:

O-COPS-2021-75007

Grant Category/Title:

COPS Grant

Max Award Value:

\$250,000.00

Allows Indirect/Rate:

Yes

Match Requirement:

None

Application Deadline:

7/8/2021

Other Deadlines:

7/7/2021

Award Start Date:

10/1/2021

Other Deadline Description:

Grants.gov deadline

Award End Date:

9/30/2023

Completed By:

Michael Morasko

Program Income Requirement:

N/A

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/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

The grant funding will help us continue to provide public safety services to the people of Clackamas County to experience a safe and secure community. The funding would directly impact the level of service we can provide to citizens experiencing mental health crises as it would enhance partnerships and improve outcomes for those in crisis.

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

Clackamas County Health, Housing, and Human Services' (H3S) Behavioral Health Unit.

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

Our objective is to create staffing positions embedded within our agency to co-respond with law enforcement personnel to mental health crises. Additionally, the Sheriff's Office would like to continue improving community relations by building upon existing County mental health support services and increasing access to services. We

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

No, the grant does not fund an existing program.

**Organizational Capacity:**

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

The Sheriff's Office does not directly employ mental health professionals. If funding is obtained, the Sheriff's Office would contract for services.

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

Mental health partnership efforts are required. The Sheriff's Office would like to do a Request for Proposal (RFP) for a partnership.

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 would not be pilot project. The Sheriff's Office intention is to contract with an outside agency to avoid hiring temporary or limited duration staff.

4. If funded, would this grant/financial assistance 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.)?

The funding from this grant would enhance program within the Patrol Division for embedded mental health clinicians to provide 24 hour coverage. CCSO will develop a sustainable program plan prior to the grant expiration date.

**Collaboration**

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

None.

**Reporting Requirements**

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

Implementing evidence based practices through systematic reviews at timed intervals (ex: monthly, quarterly, yearly).

2. How will 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 will be evaluated through data generated from calls for service; i.e. case referrals and outcomes, law enforcement time spent, repeat calls, surveys, etc. Data sources are already existing; however, data collection related to these measures will need to be enhanced.

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

Recipients of this funding will be required to submit quarterly Federal Financial Reports throughout the life of the award.

**Fiscal**

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

CCSO anticipates the benefits received from this grant funding opportunity will outweigh the costs of administration.

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

None

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 general fund support is required for this award.

4. Does this grant/financial assistance 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?

The grant allows indirect cost recovery, but the application does not list an indirect cap in the solicitation.

Program Approval:

Mike Morasko  
Name (Typed/Printed)

06-16-2021  
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>		
Sheriff Angela Brandenburg	6/16/2021	
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Nancy Artmann	6/16/2021	
Name (Typed/Printed)	Date	Signature

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	6.16.2021	
Name (Typed/Printed)	Date	Signature

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF 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:

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County Administration Attestation

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



# Clackamas County Sheriff's Office

ANGELA BRANDENBURG  
Sheriff

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Apply for Grant Funding through  
United States Department of Justice; Office of Justice Programs for the Connect and Protect: Law  
Enforcement Behavioral Health Responses Grant Solicitation

<b>Purpose/Outcome</b>	Clackamas County Sheriff's Office (CCSO) requests approval to apply for grant funding through the U.S. Department of Justice (DOJ)
<b>Dollar Amount and Fiscal Impact</b>	Max Award Value \$550,000 Match Amount: 20% for years 1 and 2; 40% for year 3
<b>Funding Source</b>	Federal DOJ
<b>Safety Impact</b>	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities
<b>Duration</b>	36 Months
<b>Previous Board Action/Review</b>	None
<b>Counsel Review</b>	Not Applicable
<b>Procurement Review</b>	Not Applicable
<b>Contact Person</b>	Nancy Artmann (503)785-5012
<b>Solicitation No.</b>	O-BJA-2021-21001

## BACKGROUND:

The Connect and Protect: Law Enforcement Behavioral Health Response Program will assist CCSO with planning and enhancing a comprehensive response program that target preliminary qualified offenders and promote public safety and mental health.

## RECOMMENDATION:

Staff recommends that the Board approve the attached Financial Assistance Application Lifecycle Form authorizing CCSO to apply for the Connect and protect: Law Enforcement Behavioral Health Response grant opportunity.

Respectfully submitted,

Angela Brandenburg,  
Sheriff

# Financial Assistance 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 & Fund:

Clackamas County Sheriff's Office - 216

Application for:  Subrecipient Assistance  Direct Assistance  
Grant Renewal?  Yes  No

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

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Connect and Protect: Law Enforcement Behavioral Health Responses

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form):

Chief Deputy Jesse Ashby

Requestor Contact Information:

503-785-5007

Department Fiscal Representative:

Nancy Artmann

Program Name or Number (please specify):

(503)785-5012

Brief Description of Project:

The Connect and Protect: Law Enforcement and Behavioral Health Response Program will assist CCSO in enhancing comprehensive response programs that target preliminarily qualified offenders and promote public safety and mental health.

Name of Funding Agency:

U.S. Department of Justice - Office of Justice Programs

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://bja.ojp.gov/funding/opportunities/o-bja-2021-121001>

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 Application

Non-Competing Application

Other

CFDA(s), if applicable:

16.745

Funding Agency Award Notification Date:

10/1/2021 (Anticipated)

Announcement Date:

5/19/2021

Announcement/Opportunity #:

O-BJA-2021-21001

Grant Category/Title:

BJA Connect and Protect

Max Award Value:

\$550,000.00

Allows Indirect/Rate:

Yes

Match Requirement:

20% Years 1 and 2; 40% Year 3

Application Deadline:

7/20/2021

Other Deadlines:

7/6/2020

Award Start Date:

10/1/2021

Other Deadline Description:

grant.gov deadline

Award End Date:

9/30/2024

Completed By:

Michael Morasko

Program Income Requirement:

N/A

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/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

The grant funding will help us continue to provide public safety services to the people of Clackamas County to experience a safe and secure community. The funding would directly impact the level of service we can provide to citizens experiencing mental health crises as it would enhance partnerships and improve outcomes for those in crisis.

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

Clackamas County Health, Housing, and Human Services' (H3S) Behavioral Health Unit.

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

Our objective is to create staffing positions embedded within our agency to co-respond with law enforcement personnel to mental health crises. Additionally, the Sheriff's Office would like to continue improving community relations by building upon existing County mental health support services and increasing access to services. We +

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

No, the grant does not fund an existing program.

**Organizational Capacity:**

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

The Sheriff's Office does not directly employ mental health professionals. If funding is obtained, the Sheriff's Office would contract for services.

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

Mental health partnership efforts are required. The Sheriff's Office would like to do a Request for Proposal (RFP) for a partnership.

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 would not be pilot project. The Sheriff's Office intention is to contract with an outside agency to avoid hiring temporary or limited duration staff.

4. If funded, would this grant/financial assistance 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.)?

The funding from this grant would enhance program within the Patrol Division for embedded mental health clinicians to provide 24 hour coverage. CCSO will develop a sustainable program plan prior to the grant expiration date. CCSO will continue to monitor for grant funding opportunities to continue operations of this +

**Collaboration**

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

None.

**Reporting Requirements**

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

Implementing evidence based practices through systematic reviews at timed intervals (ex: monthly, quarterly, yearly). Submit performance data at timed intervals.

2. How will 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 will be evaluated through data generated from calls for service; i.e. case referrals and outcomes, law enforcement time spent, repeat calls, surveys, etc. Some data sources already exist; however, some data measurements will have to be created and assigned.

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

CCSO will be required to submit quarterly financial reports throughout the award.

**Fiscal**

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

CCSO anticipates the benefits received from this grant funding opportunity will outweigh the costs of administration.

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

The Sheriff's Operations, ELED and Levy funds will share in meeting the matching obligation.

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.)?

This solicitation requires a 20 percent cash and/or in-kind match in years 1 and 2 and a 40 percent cash and in-kind match in year 3. CCSO estimates the matching funds for year 1 will total \$20,000.00, \$45,000.00 for year 2 and \$90,000.00 for year 3. The Sheriff's Operations, ELED and Levy funds will share in meeting the matching obligation.

4. Does this grant/financial assistance 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?

The grant allows indirect cost recovery, but the application does not list an indirect cap in the solicitation.

Program Approval:

Mike Morasko  
Name (Typed/Printed)

06-16-2021  
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>		
Sheriff Angela Brandenburg	6-16-2021	
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Nancy Artmann - Finance Manager	6-16-2021	
Name (Typed/Printed)	Date	Signature

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	6.16.2021	
Name (Typed/Printed)	Date	Signature

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF 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.



# Clackamas County Sheriff's Office

ANGELA BRANDENBURG  
Sheriff

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to enter into the Annual Operating and Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest

<b>Purpose/Outcome</b>	CCSO will provide patrol services in the Mt. Hood National Forest from May through September and at other times as funding permits
<b>Dollar Amount and Fiscal Impact</b>	The 2021 annual operating plan totals \$71,467.66.
<b>Funding Source</b>	USDA, Forest Service is the funding source for this agreement
<b>Safety Impact</b>	Furthers the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities
<b>Duration</b>	Effective upon signature and terminates on December 31, 2021
<b>Previous Board Action/Review</b>	The Board of County Commissioners has approved this cooperative agreement since Fiscal Year 2013
<b>Counsel Review</b>	1. <i>Date of Counsel review:</i> 6/1/2021 2. <i>Initials of County Counsel performing review:</i> AN
<b>Procurement Review</b>	Not Applicable
<b>Contact Person</b>	Brad O'Neil <a href="mailto:bradleyone@clackamas.us">bradleyone@clackamas.us</a> 503-785-5137
<b>Contract No.</b>	FS Agreement No. 18-LE-11060600-007

## BACKGROUND:

The Sheriff's Office provides patrol coverage annually to the U.S. Forest Service for patrols on Forest Service land. One deputy is assigned to the National Forest System lands within the Zigzag Ranger District and within the Clackamas River Ranger District and includes patrols in campgrounds, developed sites, and dispersed areas.

## RECOMMENDATION:

Staff recommends that the Board of County Commissioners approves and signs this Cooperative Agreement between the Clackamas County Sheriff's Office and the USDA, Forest Service.

Respectfully submitted,

Angela Brandenburg,  
Sheriff



MODIFICATION OF GRANT OR AGREEMENT	PAGE	OF PAGES
	1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: <b>18-LE-11060600-007</b> <b>Cooperative Law Enforcement Agreement</b>	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: <b>003</b>
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): <b>Mt. Hood National Forest</b> <b>16400 Champion Way</b> <b>Sandy, OR 97055</b>	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): <b>Mt. Hood National Forest, LEI</b> <b>16400 Champion Way</b> <b>Sandy, OR 97055</b>	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): <b>Clackamas, County of</b> <b>9101 SE Sunnybrook Blvd</b> <b>Clackamas, OR 97015</b>	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: This modification adds \$69,212.00
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): This modification adds the CY 2021 Annual Operating and Financial Plan.

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.**

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):  
 This modifacaiton adds \$69,212.00; see Annual Operating Plan for details.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: 2021 Annual Operating Plan and Financial Plan (Exhibit A)

11. SIGNATURES

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. Clackamas County Sheriff SIGNATURE See attached Annual Operating Plan for signatures. <small>(Signature of Signatory Official)</small>	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE See attached Annual Operating Plan for signatures. <small>(Signature of Signatory Official)</small>	11.D. DATE SIGNED
11.E. NAME (type or print):		11.F. NAME (type or print):	
11.G. TITLE (type or print):		11.H. TITLE (type or print):	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:  _See AOP for Signature_ <b>KRISTEN BOWLES (18-LE-11060600-007 M3)</b> U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED
---	-------------------



#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 18-LE-11060600-007  
Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between  
Clackamas, County of  
and the  
USDA, FOREST SERVICE  
Mt. Hood National Forest**

**2021 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between Clackamas, County of, hereinafter referred to as “Cooperator,” and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #18-LE-11060600-007 executed on date of last signature. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2021 and ending December 31, 2021

Previous Year Carry-over as of 3/3/2021: \$2,255.66  
Current Calendar Year Obligation: \$69,212.00  
**Total Annual Operating Plan: \$71,467.66**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Capt. Brad O’Neil 2223 Kaen Road Oregon City, OR 97045 Telephone: 503.785.5071 FAX: 503.785.5027 Email: <a href="mailto:bradleyone@clackamas.us">bradleyone@clackamas.us</a>	Nancy Artmann 9101 SE Sunnybrook Blvd Clackamas, OR 97015 Telephone: 503.785.5012 FAX: 503.785.5027 Email: <a href="mailto:nartmann@co.clackamas.or.us">nartmann@co.clackamas.or.us</a>



**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Ross Gamboa 16400 Champion Way Sandy, Or 97055 Telephone: 503.668.1789 FAX: 503.668.1738 Email: <a href="mailto:ross.gamboa@usda.gov">ross.gamboa@usda.gov</a>	Rachele Avery 16400 Champion Way Sandy, Or 97055 Telephone: 503.668.1625 FAX: 503.668.1771 Email: <a href="mailto:rachele.avery@usda.gov">rachele.avery@usda.gov</a>
<b>U.S. Forest Service Agreement Contact</b>	
Jessica Clark 987 McClellan Rd. (physical) 501 E 5 <sup>th</sup> St. Bldg. 404 (mailing) Vancouver, WA 98661 Telephone: 360-891-5168 FAX: 360-891-5081 Email: <a href="mailto:jessica.clark@usda.gov">jessica.clark@usda.gov</a>	

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$79.62 per hour and overtime at the rate of \$97.45 per hour.

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday, and Sunday, and include the national holidays of May 31, 2021, July 4, 2021 and September 6, 2021. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.



Each tour of duty should begin between 10:00 AM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.

The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when they begin their tour of duty, in person, by radio or telephone.

During scheduled vacations the cooperator, when possible, provide fill in Deputies for patrol.

The assigned Deputies would be available for other support and assistance as requested by the U.S. Forest Service.

There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more than 5 percent of the Deputy's scheduled time.

1. Patrol on following U.S. Forest Service roads:

National Forest System lands within the Zigzag Ranger District. The patrol will begin near Zigzag, Oregon and will include National Forest lands north and south of State Hwy. 26 and east of the Forest boundary to Timothy Lake.

National Forest System lands within the Clackamas River Ranger District. The patrol will begin near Estacada, Oregon and will include National Forest lands north and south of Hwy. 224 and east of the Forest boundary, and lands adjacent to U.S. Forest Service Roads 46, 63 and 70.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

***Zigzag Ranger District:***

Burnt Lake and Ramona Falls Trailheads, and all dispersed campsites.  
Timothy Lake, and all lands and roads adjacent to Timothy Lake.  
Trillium Lake, and all lands and roads adjacent to Trillium Lake.  
Dispersed recreation along U.S. Forest Service Road 5750 and 5750-220 south of Gone Creek Campground.

***Clackamas River Ranger District:***

Timber Lake Job Corps Center  
Dispersed recreation areas east of Promontory Park on Hwy. 224  
Dispersed recreation areas east of Hwy. 224 via U.S. Forest Service Road 57 and 4630.  
Dispersed recreation areas via U.S. Forest Service Roads 46, 63 and 70.  
(Bagby Hot Springs Recreational Area)



Patrol routes may be varied at the discretion of the assigned Deputy in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the Mt Hood National Forest, within Clackamas County, is the responsibility of the Clackamas County Sheriff. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

Total reimbursement for this category shall not exceed the amount of: **\$71,467.66**

### **III. TRAINING:**

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

N/A

Total reimbursement for this category shall not exceed the amount of: **\$0.00**

### **IV. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

- A.** The Forest Service agrees to reimburse Clackamas County for equipment and supplies necessary in remote wilderness on forest service lands, in an amount not to exceed \$1,000. All purchases must be approved by the Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
- B.** The Forest Service may loan Clackamas County equipment as needed, when mutually agreed. While in possession of Clackamas County, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

#### **FOREST SERVICE SHALL:**

1. Grant permission through a Radio Frequency MOU, subject to Forest Service limitations and regulations, and those included herein, to the Clackamas County Sheriff's Office for law enforcement purposes, for use of the Mt Hood National Forest radio frequencies. Various channel guard tones are also authorized for use as required.
2. Restrict the use of radio frequency to official business.
3. Retain control of the use of these radio frequencies.
4. Not charge for the use of the radio frequencies.



**CLACKAMAS COUNTY SO SHALL:**

1. Grant permission, subject to State limitations and regulations, and those included herein, to the US Forest Service for law enforcement purposes, for use of the Clackamas County radio frequencies. Various channel guard tones are also authorized for use as required.
2. Restrict use of the radio frequency to official business.
3. Retain control of the use of these radio frequencies.
4. Recognize that fire traffic may have priority use of the frequency and that any transmissions during the time of a fire shall be coordinated with the on-scene Incident Commander and/or Columbia River Interagency Dispatch Center.
5. Ensure any radio transmissions in the 162-174 VHF Band are operating in the narrowband mode.

Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II.

Total reimbursement for this category shall not exceed the amount of: \$1,000.00

**V. SPECIAL ENFORCEMENT SITUATIONS:**

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify, whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
  1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the



Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

## **VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service  
Albuquerque Service Center  
Payments-Grants and Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

FAX: (877) 687-4894

E-Mail: [SM.FS.asc\\_ga@usda.gov](mailto:SM.FS.asc_ga@usda.gov)

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.



The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations  
Northern Oregon Zone  
ATTN: Ross Gamboa, Captain  
16400 Champion Way  
Sandy, OR 97055

Or to the following e-mail address  
[Rachele.avery@usda.gov](mailto:Rachele.avery@usda.gov)

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$70,467.66	N/A
Training	\$0	N/A
Equipment	\$1,000.00	N/A
Special Enforcement Situations		N/A
<b>Total</b>	<b>\$71,467.66</b>	<b>N/A</b>

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

\_\_\_\_\_  
ANGELA BRANDENBURG, Sheriff  
County of Clackamas

\_\_\_\_\_  
Date



---

Commissioner Chair  
County of Clackamas

Date

---

DUANE BISHOP, Acting Forest Supervisor  
U.S. Forest Service, Mt. Hood National Forest

Date

---

JOHN BYAS, Special Agent in Charge,  
U.S. Forest Service, Pacific Northwest Region

Date

The authority and format of this agreement (18-LE-11060600-007, MOD 3) have been reviewed and approved for signature.

---

KRISTEN BOWLES  
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



# Clackamas County Sheriff's Office

ANGELA BRANDENBURG  
Sheriff

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to approve modification 004, adding \$10,000.00 in COVID-19 funding to the Cooperative Law Enforcement Services in the Mt. Hood National Forest

<b>Purpose/Outcome</b>	This modification provides CCSO an additional \$10,000.00 in COVID-19 funding to continue patrol services in the Mt. Hood National Forest from May through September and other times as funding permits
<b>Dollar Amount and Fiscal Impact</b>	This modification increases funding to \$81,467.66 for the 2021 annual operating plan
<b>Funding Source</b>	USDA, Forest Service is the funding source for this agreement
<b>Safety Impact</b>	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities
<b>Duration</b>	Effective upon signature and terminates on December 31, 2021
<b>Previous Board Action/Review</b>	The Board of County Commissioners has approved this cooperative agreement since Fiscal Year 2013
<b>Counsel Review</b>	1. <i>Date of Counsel review:</i> 6/1/2021 2. <i>Initials of County Counsel performing review:</i> AN
<b>Procurement Review</b>	Not Applicable
<b>Contact Person</b>	Brad O'Neil <a href="mailto:bradleyone@clackamas.us">bradleyone@clackamas.us</a> 503-785-5137
<b>Contract No.</b>	FS Agreement No. 18-LE-11060600-007

## BACKGROUND:

This amendment adds \$10,000.00 in COVID-19 funding for the continuation of the cooperative agreement. The Sheriff's Office provides patrol coverage annually to the U.S. Forest Service for patrols on Forest Service land. One deputy is assigned to the National Forest System lands within the Zigzag Ranger District and within the Clackamas River Ranger District and includes patrols in campgrounds, developed sites, and dispersed areas.

## RECOMMENDATION:

Staff recommends that the Board of County Commissioners approves and signs this modification, adding \$10,000.00 in COVID-19 funding to the Cooperative Agreement between the Clackamas County Sheriff's Office and the USDA, Forest Service.

Respectfully submitted,

Angela Brandenburg,  
Sheriff



<b>MODIFICATION OF GRANT OR AGREEMENT</b>	PAGE	OF PAGES
	1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: <b>18-LE-11060600-007 Cooperative Law Enforcement Agreement</b>	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: <b>4</b>
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): <b>Mt. Hood National Forest 16000 Champion Way Sandy, OR 97055</b>	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): <b>Mt. Hood National Forest LEI 16000 Champion Way Sandy, OR 97055</b>	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): <b>Clackamas, County of 2051 Kaen Rd Oregon City, OR 97045-1819</b>	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

**8. PURPOSE OF MODIFICATION**

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Adding \$10,000.00 in Covid funding for continuation of the project. All previously obligated funds remain available for use.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.**

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

**10. ATTACHED DOCUMENTATION (Check all that apply):**

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

**11. SIGNATURES**

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. Clackamas County Sheriff SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): <b>ANGELA BRANDENBURG</b>		11.F. NAME (type or print): <b>JOHN BYAS</b>	
11.G. TITLE (type or print): <b>Sheriff, Clackamas Co.</b>		11.H. TITLE (type or print): <b>Special Agent in Charge, U.S. Forest Service, Pacific Northwest Region</b>	



### 11. SIGNATURES

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.I. Clackamas County Sheriff SIGNATURE	11.J. DATE SIGNED	11.K. U.S. FOREST SERVICE SIGNATURE	11.L. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.M. NAME (type or print):		11.N. NAME (type or print): <b>DUANE BISHOP</b>	
11.O. TITLE (type or print): <b>Commissioner Chair County of Clackamas</b>		11.P. TITLE (type or print): <b>Acting Forest Supervisor U.S. Forest Service, Mt. Hood National Forest</b>	

### 12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:  <u>ANNE DOOLIN</u> (18-LE-11060600-007 Mod 4) U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED
--	-------------------

#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of Amendment #1 with Hawkins Delafield & Wood, LLP  
to serve as a P3 Legal Advisor**

<b>Purpose/Outcome</b>	Contract will provide P3 Legal advisory services as part of a sub-team within the Technical Advisory Team (“TAT”) implementing the county strategic goal of building a new Clackamas County courthouse. Amendment #1 will allow for the future phases of work as contemplated in the published RFP to be accomplished.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 for an amount of \$1,000,000.00 for a total contract amount of \$1,500,000.00.
<b>Funding Source</b>	County General Fund for 50% of the contract amount with 50% match from the Oregon Courthouse Construction and Improvement Fund (OCCCIF) through the Oregon Judicial Department
<b>Duration</b>	Through Phase 2 and Phase 3
<b>Previous Board Action/Review</b>	July 7, 2020 Board Policy Session where Board directed staff to proceed with the P3 Procurement Preparation effort. May 5, 2021 Board Policy Session approved moving forward with the P3 delivery method for the Courthouse. May 20, 2021 Board approved the Resolution for exemption and authorization to use a competitive proposal process to obtain a P3 project company for the courthouse.
<b>Strategic Plan Alignment</b>	The building of a new county courthouse is one of 12 Strategic Priorities of the county and is listed under the category Build Public Trust through Good Government. The project will take advantage of the State Oregon Courthouse Capital Construction and Improvement Fund (OCCCIF) legislation and ensure that essential court services are safe and accessible to all residents.



<b>Counsel Review</b>	1. 6/3/2021 2. Counsel Initials: AN
<b>Procurement Review</b>	Was the item processed through Procurement? Yes
<b>Contact Person</b>	Gary Barth, Project Manager, 503-754-2050
<b>Contract No.</b>	3524

**Background:**

The Clackamas County Courthouse is home to the Fifth Circuit Court of the Oregon Judicial Department. The current courthouse was built in 1937 to house county offices and a single courtroom. The courthouse has been retrofitted over the years to its current configuration of eleven courtrooms and cannot be expanded any further to accommodate the current demand for three additional courtrooms. Due to the insufficient amount of space available in the building, services in support of the courthouse are located off-site, creating numerous operational inefficiencies. The courthouse is greater than 90 years old, requires significant seismic upgrades and is functionally obsolete for the administration and delivery of justice services.

Recognizing the need for new county courthouses, the Oregon State Legislature created the Oregon Courthouse Capital Construction and Improvement Fund (“OCCCIF”) in 2013 administered through the Oregon Judicial Department (the “OJD”). Counties that meet OCCCIF requirements and are approved will receive OCCCIF funding for 50% of the cost of a new county courthouse. Clackamas County (the “County”) applied to the OCCIF for its courthouse replacement project (the “Project”) and was approved by the state in 2017.

The County and the OJD have decided to utilize a Public-Private Partnership (“P3”) delivery approach to design, build, partially finance, operate and maintain (“DBfOM”) the Project. This determination was driven by a recently completed Value-for-Money (VFM) analysis that compared five project delivery approaches and showed the P3 Availability Model approach as providing the greatest Value-for-Money to the county and the state.

To execute the P3 procurement effort, Clackamas County has formed a Project Technical Advisory Team (“TAT”) to include representatives of the County, the OJD and external consultants with experience in the procurement and structuring of P3’s for similar social infrastructure projects. The TAT just completed Phase 1 of the P3 procurement effort and with recent Board approval is ready to execute Phase 2 and 3.

The Legal Advisor will work with County Counsel to assemble, lead, manage, and coordinate a sub-team within the TAT focused on the development of the Request for Qualifications, the Request for Proposals and the draft Project Agreement required in procuring a private-sector developer for the P3 Courthouse Project. The P3 Legal Advisor will advise the County on all legal issues associated with the successful preparation, procurement and closing of the P3 for the Clackamas County Courthouse.

**Procurement Process:**

This Amendment #1 is in accordance with LCRB C-047-0800(a) for an anticipated amendment. Phase 1 of the process has been completed and it’s now time to move forward with Phase 2

which will consist of the planning services including legal review and analysis of the delivery method, and Phase 3 which will engage the Contractor to help with evaluations, drafting of materials, and non-litigation services.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Amendment #1 with Hawkins Delafield & Wood, LLP for the P3 Legal Advisor contract.

Sincerely,

Gary Barth  
Project Manager

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract  
Services

**AMENDMENT #1  
TO THE CONTRACT DOCUMENTS WITH Hawkins Delafield & Wood LLP.  
FOR Non-Litigation Legal Services for the Public-Private-Partnership Courthouse Project  
Contract #3524**

This Amendment #1 is entered into between Hawkins Delafield & Wood LLP ("Contractor") and Clackamas County ("County") and shall become part of the contract documents entered into between both parties on **November 25, 2020** ("Contract").

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

1. **Section 1.0. Purpose, Scope, Duration** is hereby amended as follows:  
The County has approved Firm providing additional non-litigation legal services related to the County's new County courthouse project ("Project"). The additional non-litigation legal services will include Phase 2 and Phase 3 of the Project, which will take the Project to completion. The additional legal services are described in Attachment "D," which is attached hereto and incorporated by this reference herein.
  
2. **Section 4.0, Billing and Compensation, Subsection 4.5,** is hereby amended as follows:  
Additional compensation is authorized for non-litigation legal services related to Phase 2 and Phase 3 of the Project, as described in Attachment D. Additional compensation authorized by this Amendment #1 shall not exceed the sum of \$1,000,000.00. The maximum compensation authorized under the Contract, including this Amendment #1, shall not exceed \$1,500,000.00.

ORIGINAL CONTRACT	\$ 500,000.00
<b>AMENDMENT #1</b>	<b>\$ 1,000,000.00</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 1,500,000.00</b>

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

**Hawkins Delafield & Wood, LLP**

Eric S Petersen      May 26, 2021  
 Authorized Signature      Date  
ERIC S PETERSEN  
 Printed Name

**Clackamas County**

\_\_\_\_\_  
 Chair      Date  
 \_\_\_\_\_  
 Recording Secretary

Approved as to Form  
[Signature]      06/07/2021  
 County Counsel



PHONE: 212-820-9300  
FAX: 212-514-8425

7 WORLD TRADE CENTER  
250 GREENWICH STREET  
NEW YORK, NY 10007  
WWW.HAWKINS.COM

NEW YORK  
WASHINGTON  
NEWARK  
HARTFORD  
LOS ANGELES  
SACRAMENTO  
SAN FRANCISCO  
PORTLAND  
ANN ARBOR

Writer's direct contact:  
Phone: 212-820-9401  
E-mail: epetersen@hawkins.com

February 25, 2021

VIA EMAIL

To: Gary Barth, Courthouse Project Manager  
gbarth@clackamas.us

Cc: Nate Boderman, Assistant County Counsel  
nboderman@clackamas.us

Re: Clackamas County Courthouse Replacement Project P3 Legal Advisor Budget Estimate for Phases 2 and 3

Dear Mr. Barth:

As requested, this letter sets forth our proposed budget for legal services that we expect to render as special counsel to Clackamas County in connection with the Clackamas County Agreement for Legal Services, Contract #3524 during Phase 2 (Procurement) and Phase 3 (Selection of Preferred Bidder to Financial Close) for the Clackamas County Courthouse Replacement Project. Our Phase 1 budget is \$500,000, which we do not expect to exhaust until May 2021 when the Board of County Commissioners approves the P3 procurement and the Request for Qualifications is issued.

**ESTIMATED BUDGET FOR PHASES 2 AND 3 OF THE PROJECT**

Our estimate of time that may reasonably be expected to be necessary to diligently provide the professional legal services required in connection with Phases 2 and 3, as further described below, is approximately 2,000 total attorney hours. This estimate of hours is based on an assessment of our efforts to date, as well as our past experience with this project and similar projects, including in particular Howard County. Based on our hourly rates (\$200 to \$600 in 2021, escalated at 3% annually commencing on January 1, 2022), our budget for professional legal services for Phases 2 and 3 would be approximately \$1,000,000.

Accordingly, we respectfully request a total Phase 2 and 3 budget allocation of \$1,000,000.

**PHASE 2 AND 3 WORKPLAN**

The work we expect to have completed upon the commencement of Phase 2 in May or June of 2021 consists of planning phase services including legal review and analysis, project

planning and delivery method selection; and preliminary transaction phase services, including RFQ preparation and issuance, and substantial advancement of the RFP, draft Project Agreement and State funding issues. As a result, the expected work plan for the remaining work is as follows:

#### **RFQ Evaluation and Finalization of State Grant Funding Agreement**

- Advising regarding evaluation issues
- Assisting in preparation of correspondence with respondents, including correspondence advising of the results of the RFQ evaluation
- Assisting in drafting and negotiating the State Grant Funding Agreement following authorization from the State legislature to issue the Article XI-Q Bonds

#### **Finalization of RFP and Draft Project Agreement**

- Finalizing the draft project agreement, all appendices and related transaction forms for release with the RFP, including:
  - Receiving, discussing and incorporating comments from the project team
  - Identifying areas where further consideration and input is necessary
  - Coordinating input from the various content providers and specialists, including other consultants and advisors
  - Incorporating the preferred risk and responsibility allocation
  - Assuring consistent drafting and minimizing redundancy
- Finalizing the RFP and proposal forms, including proposal requirements
- Advising regarding commercial issues that have arisen in other similar alternative delivery and public private partnership projects
- Participating in discussions and decisions regarding interface issues between the project and other components of the infrastructure system and reflecting those decisions in the RFP and draft project agreement

#### **Proposal Development Period and Individual Meetings with Proposers**

- Reviewing and advising on proposer inquiries
- Reviewing and advising on proposer comments on the draft project agreement
- Attending individual meetings with Proposers at which commercial and technical matters relating to the project agreement are discussed
- Preparing revised drafts of the project agreement, including a final draft for issuance one month before submission deadline

### **Proposal Evaluation**

- Advising regarding evaluation process and issues, and selection criteria
- Reviewing legal confidentiality requirements and proposer responsiveness
- Assistance in conducting pre-selection proposal clarifications and negotiations
- Participating in collaborative dialogue meetings for multiple sessions with each proposer
- Reviewing and commenting on the proposal review and evaluation report
- Assisting in preparation of correspondence with proposers, including correspondence advising of the results of the proposal evaluation

### **Contract Negotiations**

- Assistance in developing the negotiating strategy and negotiating the final project agreement, appendices and related agreements
- Coordinating with the project team regarding ongoing developments and strategies
- Legal review of the financing documents
- Incorporating the technical and financial proposals in the project agreement and appendices
- Legal review of the project agreement, appendices and other agreements
- Participating in presentations concerning the procurement process and the resulting project agreement
- Assisting in any state master lease agreement negotiations

### **Closing**

- Identifying tasks required to close, including final amendments to the project agreement
- Working with preferred proposer's legal counsel to confirm closing requirements, closing agenda and closing process
- Working with the owner's financial and technical advisors to finalize financial close arrangements
- Conducting a due diligence review of, and commenting on as appropriate, the project company's subcontract and financing documents
- Preparing closing documents
- Attending to closing

### **Post-Contract Execution**

- Addressing issues of contract application, implementation, and administration that arise following commercial and financial close
- Drafting contract administration memoranda and amendments to the project agreement, as necessary

### **FACTORS AFFECTING THE PHASE 2 AND 3 BUDGET ESTIMATE**

The magnitude of the actual budget for counsel services for Phases 2 and 3 will be primarily influenced by the total duration of the project (the time frame can sometimes be fairly extended due to the nature of the process); the nature of the transaction Clackamas County elects to pursue; the extent to which issues are repeatedly reconsidered as a consensus client decision is reached; whether complex regulatory, environmental or labor issues arise; unexpected litigation or regulatory delays; the number and nature of proposals or bids received; and the negotiating style of the selected proposers. For large, complex, long-term transactions, the negotiations are sometimes extended and, like litigation, their duration is sometimes difficult to predict. We are prepared to help expedite this process to the greatest extent practicable.

Hawkins has significant and preeminent national expertise and experience in alternative project delivery and public-private partnership programs. This expertise and experience allows our firm to render legal services more efficiently, economically, and quickly than many other law firms that may not have our depth of experience in public sector client procurement representation.

Hawkins constantly monitors its effectiveness in delivering services to its clients on a cost-effective and efficient basis. Each transaction is administered by a billing partner whose tasks include assigning associate support to implement each transaction. While it is difficult to identify objective standards to establish the effectiveness of a law firm, Hawkins has demonstrated that it is highly competitive in billing rates, transaction staffing, schedule management, and milestone compliance. Hawkins keeps careful records of each transaction by means of a central computerized billing system. Computer-generated billing information memoranda are generated to provide clients with a detailed description of attorney time and all costs. Attorneys keep detailed time records which are submitted to the central computerized billing system daily.

Our hours projection and proposed fee are based on the following assumptions:

- There will be a limited number of changes in the length, extent, nature or terms of the procurement or project structure currently envisioned
- There will be a limited number of review and edit cycles of the project agreement
- Hawkins will hold the master for the project agreement
- The specifications will be well-drafted by design and other professionals and legal review and revision time will be limited
- Our role with respect to the technical specifications will be limited to a legal-monitoring function and we will not be required to attend all related technical meetings or do significant re-drafting of technical appendices.

It is our hope that all of the development work on the RFQ, RFP and draft project agreement during Phase 1 of the Project will have advanced the process sufficiently so as to lessen the scope and duration of the contract negotiations. Nonetheless, the period in which the successful proposer is selected and the project agreement negotiated can be expected to involve a large amount of concentrated work. We are very much looking forward to working with Clackamas County toward the successful completion of the courthouse project and continuing our strong working relationship for years to come.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric S. Petersen". The signature is fluid and cursive, with a prominent loop at the end.

Eric S. Petersen





Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of Amendment #1 with WTP America, LLC dba WT Partnership  
to serve as a P3 Technical Advisor**

<b>Purpose/Outcome</b>	Contract will provide P3 Technical advisory services as part of a sub-team within the Technical Advisory Team (“TAT”) implementing the county strategic goal of building a new Clackamas County courthouse. Amendment #1 will allow for the future phases of work as contemplated in the published RFP to be accomplished.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 for an amount of \$2,071,125.00 for a total contract amount of \$2,564,625.00.
<b>Funding Source</b>	County General Fund for 50% of the contract amount with 50% match from the Oregon Courthouse Construction and Improvement Fund (OCCCIF) through the Oregon Judicial Department
<b>Duration</b>	Through Phase 2 and Phase 3
<b>Previous Board Action/Review</b>	July 7, 2020 Board Policy Session where Board directed staff to proceed with the P3 Procurement Preparation effort. May 5, 2021 Board Policy Session approved moving forward with the P3 delivery method for the Courthouse. May 20, 2021 Board approved the Resolution for exemption and authorization to use a competitive proposal process to obtain a P3 project company for the courthouse.
<b>Strategic Plan Alignment</b>	The building of a new county courthouse is one of 12 Strategic Priorities of the county and is listed under the category Build Public Trust through Good Government. The project will take advantage of the State Oregon Courthouse Capital Construction and Improvement Fund (OCCCIF) legislation and ensure that essential court services are safe and accessible to all residents.

<b>Counsel Review</b>	1. 6/7/2021 2. Counsel Initials: AN
<b>Procurement Review</b>	Was the item processed through Procurement? Yes
<b>Contact Person</b>	Gary Barth, Project Manager, 503-754-2050
<b>Contract No.</b>	3376

**Background:**

The Clackamas County Courthouse is home to the Fifth Circuit Court of the Oregon Judicial Department. The current courthouse was built in 1937 to house county offices and a single courtroom. The courthouse has been retrofitted over the years to its current configuration of eleven courtrooms and cannot be expanded any further to accommodate the current demand for three additional courtrooms. Due to the insufficient amount of space available in the building, services in support of the courthouse are located off-site, creating numerous operational inefficiencies. The courthouse is greater than 90 years old, requires significant seismic upgrades and is functionally obsolete for the administration and delivery of justice services.

Recognizing the need for new county courthouses, the Oregon State Legislature created the Oregon Courthouse Capital Construction and Improvement Fund (“OCCCIF”) in 2013 administered through the Oregon Judicial Department (the “OJD”). Counties that meet OCCCIF requirements and are approved will receive OCCCIF funding for 50% of the cost of a new county courthouse. Clackamas County (the “County”) applied to the OCCIF for its courthouse replacement project (the “Project”) and was approved by the state in 2017.

The County and the OJD have decided to utilize a Public-Private Partnership (“P3”) delivery approach to design, build, partially finance, operate and maintain (“DBfOM”) the Project. This determination was driven by a recently completed Value-for-Money (VFM) analysis that compared five project delivery approaches and showed the P3 Availability Model approach as providing the greatest Value-for-Money to the county and the state.

To execute the P3 procurement effort, Clackamas County has formed a Project Technical Advisory Team (“TAT”) to include representatives of the County, the OJD and external consultants with experience in the procurement and structuring of P3’s for similar social infrastructure projects. The TAT just completed Phase 1 of the P3 procurement effort and with recent Board approval is ready to execute Phase 2 and 3.

The Technical Advisor will lead, manage, and coordinate a sub-team within the TAT focused on the technical requirements of the new courthouse facility and ensuring that proposals from P3 developers meet the technical requirements. Those requirements include but are not limited to meeting the defined space needs by functional area, incorporating room data sheet requirements for every functional area and a proposed moveable Furniture, Fixture and Equipment (FF&E) register for all functional areas. The technical requirements will be included in the Request for Proposals and the draft Project Agreement required in procuring a private-sector developer for the P3 Courthouse Project. The P3 Technical Advisor will assist the County on all technical design and build issues associated with the successful preparation, procurement and closing of

the P3 for the Clackamas County Courthouse and working with the preferred proposer to complete the final building design and construction documents required for Phase 4 construction.

**Procurement Process:**

This Amendment #1 is in accordance with LCRB C-047-0800(a) for an anticipated amendment. Phase 1 of the process has been completed and it's now time to move forward with Phase 2 which will consist of the planning services including legal review and analysis of the delivery method, and Phase 3 which will engage the Contractor to help with evaluations, drafting of materials, and non-litigation services.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Amendment #1 with WTP America, LLC dba WT Partnership to serve as a P3 Technical Advisor.

Sincerely,

Gary Barth  
Project Manager

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services





March 1, 2021

Gary Barth  
Courthouse Project Manager  
Office of the County Administrator  
Public Services Building  
2051 Kaen Road, Oregon City, OR 97045

Dear Gary,

WT Partnership, along with our partners WRNS Studio and Atelier Ten, are pleased to submit our proposed fees for Phases II and III of the Clackamas County Courthouse Replacement Project. Phase II fees assume a 12-month procurement period. Phase III fees assume a 6- to 9-month design review period (post financial close) ending with approval of the final construction drawings.

## **Phase II Budget Narrative**

### **Task Category One – Project Management and Administration**

1. Project Meetings:
  - a. Internal Management and Coordination Meetings.
  - b. Client Update Meetings.
  - c. TAT Meetings.
2. For all Management and Update Meetings:
  - a. Coordination of Meeting Calendars.
  - b. Drafting of Agendas
  - c. Drafting of Meeting Minutes
  - d. Preparation of Support Materials as required.
3. Quality Control / Quality Assurance Activities.
4. Document Management and Control Activities.

**Task Category One Fee: \$375,500**

### **Task Category Two – Stakeholder Management**

1. Regular Stakeholder Update Meetings: update stakeholder on procurement progress.
2. Stakeholder Working Group Meetings: obtain stakeholder feedback in regards to Proposers' Requests for Information (RFIs) and proposed changes to Technical Requirements.
3. For all Stakeholder Meetings:
  - a. Coordination of Meeting Calendars.
  - b. Drafting of Agendas
  - c. Drafting of Meeting Minutes
  - d. Preparation of Support Materials as required.
4. Quality Control / Quality Assurance Activities.
5. Document Management and Control Activities.

**Task Category Two Fee: \$83,000**



### **Task Category Three – Procurement Initiation Phase**

1. Industry Day:
  - a. Industry Day Preparation: developing technical materials, narratives, presentation decks, etc., in support of the Industry Day.
  - b. Industry Day Attendance: attendance and support at Industry Day activities.
2. Data Room Setup:
  - a. Collaborating with Procurement Management Advisors in developing a folder structure, testing, and populating the Data Room.
3. RFI System Setup:
  - a. Developing RFI Management Procedures, database (xlsx format), and system.

### **Task Category Three Fee: \$43,000**

### **Task Category Four – RFQ and Shortlisting Phase**

1. RFQ Issuance Support:
  - a. RFQ Issuance Preparation.
  - b. RFQ Upload to Data Room Support and Verification.
2. Management of Proposers' Requests for Information (RFIs) during the RFQ Phase:
  - a. Receiving and Distributing RFIs to appropriate parties (technical, financial, commercial, legal, etc.).
  - b. RFI Response Management: ensuring the assigned Subject Matter Expert (SMEs) responds within the prescribed timeframe.
  - c. Reviewing RFI Response to ensure coordination with RFQ document.
  - d. Supporting upload and distribution of RFIs to RFQ Participants.
3. Provide Technical Input on RFQ Revisions based on RFQ Participants' RFIs and Feedback, as needed.
4. Statement of Qualifications (SOQ) Evaluation Support:
  - a. Preparation of SOQ Evaluation Forms.
  - b. Developing and Distributing SOQ Evaluation Manual.
  - c. Holding SOQ Evaluation Workshop.
  - d. Conducting Completeness and Compliance Reviews of SOQs.
  - e. Distribution of SOQs to Evaluation Team and Selection Committee.
  - f. Facilitation of SOQ Evaluation Process.
  - g. Evaluation of submitted SOQs.
  - h. Preparation of SOQ Evaluation Report (to include SOQ Evaluation Forms completed by each Evaluator).
  - i. Preparation of SOQ Evaluation Presentation for Selection Committee.
  - j. Providing Support during SOQ Evaluation Presentation to Selection Committee.
  - k. Shortlisting Support (as/if required).
  - l. Debriefing Sessions Support.

### **Task Category Four Fee: \$58,000**

### **Task Category Five – RFP Phase**

1. RFP Issuance Support:
  - a. RFP Issuance Preparation.
  - b. RFP Upload to Data Room Support and Verification.
2. Management of Proposers' Requests for Information (RFIs) during the RFP Phase:
  - c. Receiving and Distributing RFIs to appropriate parties (architectural, site, utilities, building systems, financial, commercial, legal, etc.).



- d. RFI Response Management: ensuring the assigned SMEs responds within the prescribed timeframe.
- e. Reviewing RFI Response to ensure coordination with Project Agreement and Technical Requirements.
- f. Supporting upload and distribution of RFIs to Proposers.
3. One-on-One Meetings Coordination, Management and Attendance:
  - a. Four One-on-One Meetings:
    - i. Project Initiation Meeting
    - ii. First One-on-One Meeting
    - iii. Second One-on-One Meeting
    - iv. Third One-on-One Meeting
  - b. Managing Calendar and Invitations for One-on-One Meetings.
  - c. Preparation of Materials (as required) for One-on-One Meetings.
  - d. Attending all One-on-One Meetings and Active Participation.
  - e. Taking Notes and Preparing Meeting Minutes.
  - f. Internal Distribution of Notes and Minutes.
4. Revisions to RFP and Technical Requirements based on Proposer Feedback (as needed), after each One-on-One Meeting.
5. Reviewing / Evaluating Interim Submittals from Proposers.
6. Evaluation of Alternative Technical Concepts (ATCs) as needed (assume two ATCs per Proposer).

**Task Category Five Fee: \$293,500**

#### **Task Category Six – Proposal Evaluation and Selection Phase**

1. Technical Proposal Evaluation Support:
  - a. Preparation of Proposal Evaluation Forms.
  - b. Developing and Distributing Proposal Evaluation Manual.
  - c. Holding Proposal Evaluation Workshop.
  - d. Conducting Completeness and Compliance Reviews of Proposals.
  - e. Distribution of Proposals to Evaluation Team and Selection Committee.
  - f. Facilitation of Proposal Evaluation Process.
  - g. Evaluation of submitted Proposals.
2. Financial Proposal Evaluation Support:
  - a. Reviewing Financial Models to ensure reasonable assumptions for OPEX Projections, Lifecycle Replacements, and Maintenance Activities.
3. Proposers' Technical Presentations Coordination, Assistance, and Attendance.
4. Selection Committee Presentation Support.
  - a. Preparation of Proposal Evaluation Report (to include Proposal Evaluation Forms completed by each Evaluator).
  - b. Preparation of Proposal Evaluation Presentation for Selection Committee.
  - c. Providing Support during Proposal Evaluation Presentation to Selection Committee.
5. Assistance Post-Selection of Preferred Proposer:
  - a. Proposal Extracts and Commitments.
  - b. Debriefing Session Support and Attendance.

**Task Category Six Fee: \$222,000**



### **Task Category Seven – Board of County Commissioners Presentation**

- a. Assistance with Presentation to Board of County Commissioners (as/if required).

**Task Category Seven Fee: \$2,500**

**Total Phase II Fee: \$1,077,500**

**Total Materials Fee (5%): \$ 53,875**

**Total Fee – Phase II: \$1,131,375**

## **Phase III Budget Narrative**

### **Task Category One – Project Management and Administration**

1. Project and Document Management:
  - a. Overall project management of design development / review process (9 months).
  - b. Document workflow management (design packages and submittals).
  - c. RFI routing, compilation of comments and response.
  - d. Design change management.
2. Design Compliance Review:
  - a. Contract / constructability compliance review.
  - b. Design review comment compilation and contract review.
3. Stakeholder Management:
  - a. Stakeholder design review management.
  - b. Stakeholder shoulder to shoulder sessions.
4. Reporting:
  - a. Monthly reporting.
5. Project Meetings:
  - a. Meeting scheduling, agendas, and minutes.

**Task Category One Fee: \$370,000**

### **Task Category Two – Design Management & Review (100% Schematic Design)**

1. Architectural Design Review:
  - a. Architectural design development management and oversight.
  - b. Architectural design review (building, landscaping, acoustic, specialist, masterplan).
  - c. Architectural design verification (Program verification, TR's, Contract, Best Practices).
  - d. Design commentary compilation and review.
  - e. Design change optionality.
2. Engineering Design Review:
  - a. Engineering design development management and oversight.
  - b. Engineering design review (mechanical, electrical, plumbing, security/IT/AV).
  - c. Engineering design verification (Program, TR's, Contract, Best Practices).
  - d. Design commentary compilation and review.
  - e. Design change optionality.
5. Stakeholder Management:
  - a. Stakeholder shoulder to shoulder design review sessions.

**Task Category Two Fee: \$116,000**





### **Task Category Three – Design Management & Review (100% Design Development)**

1. Architectural Design Review:
  - a. Architectural design development management and oversight.
  - b. Architectural design review (building, landscaping, acoustic, specialist, masterplan).
  - c. Architectural design verification (Program verification, TR's, Contract, Best Practices).
  - d. Design commentary compilation and review.
  - e. Design change optionality.
2. Engineering Design Review:
  - a. Engineering design development management and oversight.
  - b. Engineering design review (mechanical, electrical, plumbing, security/IT/AV).
  - c. Engineering design verification (Program, TR's, Contract, Best Practices).
  - d. Design commentary compilation and review.
  - e. Design change optionality.
3. Stakeholder Management:
  - a. Stakeholder shoulder to shoulder design review sessions.

**Task Category Three Fee: \$171,000**

### **Task Category Four – Design Management & Review (50% Construction Documentation)**

1. Architectural Design Review:
  - a. Architectural design development management and oversight.
  - b. Architectural design review (building, landscaping, acoustic, specialist, masterplan).
  - c. Architectural design verification (Program verification, TR's, Contract, Best Practices).
  - d. Design commentary compilation and review.
  - e. Design change optionality.
2. Engineering Design Review:
  - a. Engineering design development management and oversight.
  - b. Engineering design review (mechanical, electrical, plumbing, security/IT/AV).
  - c. Engineering design verification (Program, TR's, Contract, Best Practices).
  - d. Design commentary compilation and review.
  - e. Design change optionality.
3. Stakeholder Management:
  - a. Stakeholder shoulder to shoulder design review sessions.

**Task Category Four Fee: \$119,000**

### **Task Category Five – Design Management & Review (100% Construction Documentation)**

1. Architectural Design Review:
  - a. Architectural design development management and oversight.
  - b. Architectural design review (building, landscaping, acoustic, specialist, masterplan).
  - c. Architectural design verification (Program verification, TR's, Contract, Best Practices).
  - d. Design commentary compilation and review.
  - e. Design change optionality.
2. Engineering Design Review:
  - a. Engineering design development management and oversight.
  - b. Engineering design review (mechanical, electrical, plumbing, security/IT/AV).



- c. Engineering design verification (Program, TR's, Contract, Best Practices).
  - d. Design commentary compilation and review.
  - e. Design change optionality.
3. Stakeholder Management:
- a. Stakeholder shoulder to shoulder design review sessions.

**Task Category Five Fee: \$119,000**

<b>Total Phase III Fee:</b>	<b>\$ 895,000</b>
<b>Total Materials Fee (5%):</b>	<b>\$ 44,750</b>
<b>Total Fee - Phase III:</b>	<b>\$ 939,750</b>

**Total Not to Exceed Fee for Phases II and III: \$2,071,125**

The above proposal and associated fees are governed by the terms and conditions of the Personal Services Contract #3376 between WT Partnership and Clackamas County

Yours sincerely,

WT PARTNERSHIP

A handwritten signature in blue ink that reads 'Tom Kness'.

Tom Kness,  
Vice President  
P3 Advisory



Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of Amendment #1 with IMG Rebel Advisory, Inc.  
 to serve as a P3 Financial and Transactional Advisor**

<b>Purpose/Outcome</b>	Contract will provide P3 Financial and Transactional advisory services as part of a sub-team within the Technical Advisory Team (“TAT”) implementing the county strategic goal of building a new Clackamas County courthouse. Amendment #1 will allow for the future phases of work as contemplated in the published RFP to be accomplished.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 for an amount of \$900,000.00 for a total contract amount of \$1,200,000.00.
<b>Funding Source</b>	County General Fund for 50% of the contract amount with 50% match from the Oregon Courthouse Construction and Improvement Fund (OCCCIF) through the Oregon Judicial Department
<b>Duration</b>	Through Phase 2 and Phase 3
<b>Previous Board Action/Review</b>	July 7, 2020 Board Policy Session where Board directed staff to proceed with the P3 Procurement Preparation effort. May 5, 2021 Board Policy Session approved moving forward with the P3 delivery method for the Courthouse. May 20, 2021 Board approved the Resolution for exemption and authorization to use a competitive proposal process to obtain a P3 project company for the courthouse.
<b>Strategic Plan Alignment</b>	The building of a new county courthouse is one of 12 Strategic Priorities of the county and is listed under the category Build Public Trust through Good Government. The project will take advantage of the State Oregon Courthouse Capital Construction and Improvement Fund (OCCCIF) legislation and ensure that essential court services are safe and accessible to all residents.

<b>Counsel Review</b>	1. 6/3/2021 2. Counsel Initials: AN
<b>Procurement Review</b>	Was the item processed through Procurement? Yes
<b>Contact Person</b>	Gary Barth, Project Manager, 503-754-2050
<b>Contract No.</b>	3378

**Background:**

The Clackamas County Courthouse is home to the Fifth Circuit Court of the Oregon Judicial Department. The current courthouse was built in 1937 to house county offices and a single courtroom. The courthouse has been retrofitted over the years to its current configuration of eleven courtrooms and cannot be expanded any further to accommodate the current demand for three additional courtrooms. Due to the insufficient amount of space available in the building, services in support of the courthouse are located off-site, creating numerous operational inefficiencies. The courthouse is greater than 90 years old, requires significant seismic upgrades and is functionally obsolete for the administration and delivery of justice services.

Recognizing the need for new county courthouses, the Oregon State Legislature created the Oregon Courthouse Capital Construction and Improvement Fund (“OCCCIF”) in 2013 administered through the Oregon Judicial Department (the “OJD”). Counties that meet OCCCIF requirements and are approved will receive OCCCIF funding for 50% of the cost of a new county courthouse. Clackamas County (the “County”) applied to the OCCIF for its courthouse replacement project (the “Project”) and was approved by the state in 2017.

The County and the OJD have decided to utilize a Public-Private Partnership (“P3”) delivery approach to design, build, partially finance, operate and maintain (“DBfOM”) the Project. This determination was driven by a recently completed Value-for-Money (VFM) analysis that compared five project delivery approaches and showed the P3 Availability Model approach as providing the greatest Value-for-Money to the county and the state.

To execute the P3 procurement effort, Clackamas County has formed a Project Technical Advisory Team (“TAT”) to include representatives of the County, the OJD and external consultants with experience in the procurement and structuring of P3’s for similar social infrastructure projects. The TAT just completed Phase 1 of the P3 procurement effort and with recent Board approval is ready to execute Phase 2 and 3.

The Financial and Transactional Advisor will lead, manage, and coordinate a sub-team within the TAT focused on the development of a project Affordability Ceiling for inclusion in the procurement of a private-sector developer for the P3 Courthouse Project. They will also complete a project Risk Transfer analysis as well as a Payment Mechanism structure to be memorialized in the final Project Agreement. Further, they will assist the county as owner’s representative in the financial and commercial close of the Project Agreement with the preferred P3 proposer

**Procurement Process:**

This Amendment #1 is in accordance with LCRB C-047-0800(a) for an anticipated amendment. Phase 1 of the process has been completed and it’s now time to move forward with Phase 2

which will consist of the planning services including legal review and analysis of the delivery method, and Phase 3 which will engage the Contractor to help with evaluations, drafting of materials, and non-litigation services.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Amendment #1 with IMG Rebel Advisory, Inc. for the P3 Financial and Transactional Advisor contract.

Sincerely,

Gary Barth  
Project Manager

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract  
Services

**AMENDMENT #1  
TO THE CONTRACT DOCUMENTS WITH IMG Rebel Advisory, Inc.  
FOR Financial and Transactional Advisor Services  
Contract #3378**

This Amendment #1 is entered into between IMG Rebel Advisory, Inc. (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **October 29, 2020** (“Contract”).

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

1. **ARTICLE I, Item 1. Effective Date and Duration** is hereby amended as follows: The Contract expiration date is hereby changed from June 30, 2021 to June 30, 2025 or completion of Project, defined below, whichever is sooner.
2. **ARTICLE I, Item 2. Scope of Work** is hereby amended as follows:  
The County has approved Contractor providing additional financial and transactional advisor services related to the County’s new County courthouse project (“Project”). The additional services will include Phase 2 and Phase 3 of the Project which will take the Project to completion. The additional financial and transactional services are described in Attachment “D,” which is attached hereto and incorporated by this reference herein.
3. **ARTICLE I, Item 3. Consideration** is hereby amended as follows:  
Additional Compensation is authorized for the financial and transactional services related to Phase 2 and Phase 3 of the Project, as described in Attachment D. Additional compensation authorized by this Amendment #1 shall not exceed \$900,000.00. The maximum compensation authorized under this Contract, including Amendment #1, shall not exceed \$1,200,000.00.

ORIGINAL CONTRACT	\$ 300,000.00
<u>AMENDMENT #1</u>	<u>\$ 900,000.00 + Time</u>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 1,200,000.00</b>

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

**IMG Rebel Advisory, Inc.**

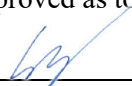
**Clackamas County**

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

\_\_\_\_\_  
 Chair    Date

Marcel Ham, Principal  
 \_\_\_\_\_  
 Printed Name

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

Approved as to Form  
  
 \_\_\_\_\_  
 County Counsel                              06/07/2021

**Exhibit D**

**Clackamas County Courthouse  
P3 Financial and Transactional  
Advisor**

Phases 2 & 3 Proposal from IMG Rebel Advisory Inc.

May 31, 2021

**REBEL**

**IMG Rebel Advisory Inc.**

1015 15<sup>th</sup> St. NW

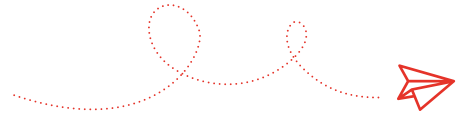
Suite #600

Washington, DC 20005

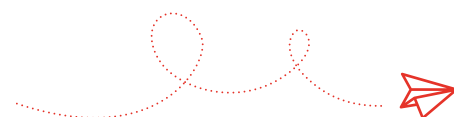
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May 31, 2021

Attn: Ryan Rice, Interim Procurement Officer  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**RE: Clackamas County Courthouse P3 Financial and Transactional Advisor**

Dear Mr. Rice:

IMG Rebel Advisory Inc., ("Rebel"), along with its subcontractor Phoenix Infrastructure, (together "The Rebel Team") is pleased to present this proposal to continue to serve as the County's P3 Financial and Transactional Advisor for phases 2 and 3 of the Courthouse Project.

If you have any questions regarding our submission or need further information, please do not hesitate to contact us at [Marcel.Ham@rebelgroup.com](mailto:Marcel.Ham@rebelgroup.com) | (240) 240-2682.

We look forward to hearing from you.

Yours sincerely,

Marcel Ham



President  
IMG Rebel Advisory, Inc.

# 1. Scope of Work

## 1.1 Phase 2: Procurement

The procurement process will move through three key phases:

- Industry Day / Market Announcement – in which the transaction is announced to the market in detail, bidding groups begin to form, and early stage documents are released for comment;
- Request for Qualifications (RFQ) – in which the bidding groups form and provide their qualifications and preliminary approach to the project, resulting in a short-list of bidders; and,
- Request for Proposal (RFP) – in which the shortlisted bidders interact with the County and respond to the RFP with firm bids and financing structures, resulting in a preferred bidder.

Throughout Phase 2, it is important to continually focus on:

- Structuring the right incentives;
- Developing a fair and efficient risk allocation;
- Developing a predictable and clear procurement process (to all stakeholders)
- Aligning public and private interests;
- Striking a balance between agency/end user value, certainty, and bankability; and
- Reducing transaction costs through manageable settlement mechanisms.

Achieving these aims requires significant effort and experience successfully closing similar transactions. We will use our deep experience with other procuring agencies and their projects in addition to engaging closely with the County and its other advisors to tailor strategies and procurement documents for the unique requirements of this innovative project. The Team will work in tandem with your staff and other advisors, explaining the relevance of key decision points, proposing practical alternatives, and discussing all considerations.

Specifically, for Phase 2, we anticipate:

- **Review and Comment on Draft RFP.** In our P3 transactions, we work closely with the agency's legal and technical team on the development of draft procurement documents early in the process – including the *RFQ, RFP and Project Agreement* – because we strongly believe that the development of excellent documents requires a seamless coordination within a multidisciplinary team. This is a differentiator from the process utilized by other financial advisors, and we think fits well with the County's proposed Phase 1 scope. While other P3 processes have focused first on developing the RFQ to get quickly to the RFP phase, we find that taking time upfront to develop drafts of all three key documents leads to a more efficient process and more competitive bids. This is because the process of developing the RFP and the Project Agreement has the effect of assisting in crystalizing the Project and performance characteristics in a way that simply doesn't occur otherwise. Ironically, "working backwards" from the Project Agreement to the RFP to the RFQ produces the best documents and P3 process in our experience.

Key elements that the Team would expect to contribute significantly to include: the selection and evaluation criteria, the payment mechanism, general risk allocation, and more specifically the compensation mechanisms for supervening events and for early termination. The Team would propose to develop the RFQ and RFP and draft Project Agreement in parallel, based on existing templates, with key structural and risk elements defined before the release of the RFQ.

- **Structure Submission Requirements and Evaluation Criteria.** In our experience, setting objective and transparent submission requirements and evaluation criteria is another key step in any successful procurement process. The shortlist should be selected based on a clear set of criteria including their experience and financial strength, among others. The preferred bidder should be selected based on the principle of “best value”, taking into consideration cost, quality, timing, and other County objectives. “Best value” procurements allow private bidders to differentiate themselves in ways other than price, allowing for greater innovation, including the potential for alternative technical concepts, and benefiting both the County and the bidders. In this phase the Rebel Team typically focuses on developing the financial evaluation criteria, but gets involved in developing the overall evaluation framework, as this is one of the most complicated and important components of the procurement.
- **Recommendations on All Key Commercial Issues (RFP and Project Agreement).** We will work with the County to determine potential commercial issues that will be used to populate the RFP and the term sheet and key risk and business items in the Project Agreement.
- **Review and Comment on Draft Project Agreement.** Our team is highly familiar with all aspects of P3 contracting, having developed the “Availability Payment Concessions P3 Model Contract Guide” for the Federal Highway Administration, as well as having developed and negotiated P3 agreements for several US social infrastructure P3s. During this stage of the procurement, we will collaborate closely with the County and its legal advisors to develop the key commercial terms of the Project Agreement, including the risk allocation, supervening events (and other relief event) clauses, termination clauses, handback, refinancing, insurance, and payment mechanism details.
- **General Advisory and Preparation for Stakeholder Interactions.** Critical to the success of any P3 process is ensuring alignment among all key stakeholders involved throughout the process. To improve the likelihood of project success, stakeholder views will need to be addressed and incorporated to the extent possible in the project evaluation and execution process. For example, in the recent decision making on the Howard County courthouse, the Team had numerous working sessions with County staff from various divisions, including: the County Executive, Finance, Office of Purchasing, Department of Public Works, an information session with the County Council and three working sessions with a public Spending Affordability Advisory Committee. Incorporating their feedback early allowed the project to proceed smoothly. The Team would be available in its financial advisory capacity to perform any additional internal or external stakeholder alignment as necessary throughout the scoping and procurement process.
- **Preparing and Managing a Pre-Bid Industry Day.** The Rebel Team has organized various early stage industry days and road shows, typically a gathering at which the public agency presents the initiative, vision, and ideas about the project structuring. In addition, we would anticipate having the option for one-on-one informational meetings with individual bidding groups as a part of this forum. While COVID-19 travel restrictions have complicated these events, we believe we can still accomplish the same goals through a well-executed video conference with appropriate interaction and “breakout” sessions. A well-prepared industry day at which the procuring agency

communicates clearly that it knows what it wants, understands exactly what it is getting into and has a structured process laid out, is a crucial tool in generating robust market interest in a P3. Our well-attended industry day for the Howard County Courthouse project with convincing statements from all key project stakeholders led to expressions of interest from nine P3 bidding teams.

- **Assisting During the RFQ Process, Including Shortlisting.** After the release of the RFQ, we will assist the County in responding to bidder questions and clarifying issues associated with the RFQ and Project. Once responses are received, we will assist the County in analyzing the responses in light of the selection criteria and providing input into the experience and qualifications of the bidding groups. This will enable us to identify and eliminate respondents with little or no relevant experience or without the financial means and stability to comfortably execute the project, which reduces transaction time and cost, and can lead to an increase in the overall quality of the final proposals that the agency will receive.

We recommend shortlisting three potential bidders to maximize the competitive tension associated with RFP stage, while also encouraging innovation and giving flexibility to the County. This is because the cost to the private sector bidders of developing a detailed proposal is significant and measured in the millions of dollars. Therefore, bidders typically prefer to compete among a handful of highly qualified shortlisted teams. This smaller pool of competitors increases the bidders' probability of succeeding at the RFP stage, which motivates them to invest the required resources in developing a high-quality bid. The shortlisting of qualified bidders through an RFQ is considered standard practice for any complex procurement and is particularly important for P3 procurements.

- **Reviewing and Advising on Proposer Inquiries and Other Interactions.** Our *Consultative Draft RFP* process focuses on both responding to proposer questions and proactively conducting a series of one-on-one meetings throughout the RFQ/RFP process in which we attempt to clarify areas that may be unclear to bidders and enable an environment that can receive innovative concepts without compromising bidders' confidentiality. This enables bidders to share their early stage ideas about their responses to the RFP and more specifically the conceptual design of the courthouse and to receive initial feedback from the County, creating a great opportunity to make sure that the County will eventually get the courthouse that meets its objectives and requirements. We assist in responding to bidder questions, helping the County understand the reasons that bidders may be asking a particular question, and drafting responses that are designed to be clear and helpful. The interactive nature of the Industry Day, the one-on-one meetings, and the Q&A process enables us to continue to evolve and adapt the P3 documents and transaction, facilitate preferred bidder selection, minimize post-selection negotiations, and accelerate financial close.
- **Reviewing and Advising on Proposer Comments on RFP and Draft Project Agreement.** As described above, our *Consultative Draft RFP* approach centers around a proactive and iterative process of engaging bidders on the documents during the RFP process so that – by the time final bids are due – the Project Agreement is substantially final, and the proposals can be fully committed and unconditioned and there are no issues left to negotiate with the preferred bidder. This leads to the most competitive bids, as bidders are all looking at the same, very clear documents. During this process, we will focus on providing the County with advice on evolving the Project Agreement in a manner that clarifies the bidders' questions and creates a document that produces competitive, innovative bids that meet the County's objectives and are not skewed to

any bidder's particular solution. Our financial advisory work for both the Howard County Courthouse P3 and Miami-Dade County Courthouse P3 transactions featured this process.

- **Developing Negotiating Strategy and Supporting Negotiations.** While the team has extensive experience assisting clients in negotiating P3 agreements, our *Consultative Draft RFP* process results in final bids that do not require an extended negotiations phase, as everyone is bidding against the agreed substantially final Project Agreement. Instead, the activities after awarding the preferred bidder include finalizing the project agreement by incorporating the relevant sections of the proposal, validating design, and addressing any remaining unclarities. Instead, the activities that are often done as negotiations after preferred bidder is selected are completed during the RFP phase through the information gathered in discussions with all the bidders. This enables us to maintain maximum competitive tension throughout the process, resulting in the best value to the County.
- **Attending Collaborative Meetings on Commercial and Financial Matters.** In addition to the bidder meetings discussed above, there will be regular (at least weekly, often more) meetings of the County's internal deal team of County stakeholders and its technical, legal, and financial advisors. While there may be situations that call for smaller groups of a specialized subset of this team to deal with an arcane issue, we believe that having all of these groups represented in discussions of material issues results in better and more efficient decisions, as all key perspectives are represented in these meetings.
- **Advising on Evaluation Process and Issues, and Selection Criteria.** Having assisted the County and its team on the development of the evaluation criteria, framework, and process in Phase 1, we will focus primarily on assisting the team with the evaluation of the financial proposals in Phase 2. In addition, to the extent there is some refinement or interpretation of the evaluation criteria necessary during Phase 2, we will work with you to accomplish this so that the most consistent, comparable, and compliant bids are received. For Clackamas, we recommend sharing a ranking model with the bidders before bid submission to avoid any confusion about the interpretation of the net present value calculation and the associated affordability ceiling.
- **Leading Financial Evaluation Process.** As your financial advisor, we view one of our primary duties as being assisting you in the financial evaluation process. As we believe that P3s should generally be selected based on a "best value" criteria, this evaluation goes beyond a simple analysis of who is the "low bid", but also includes analysis of differences in risk associated with the particular bid and bidder, quality of the asset, and balance and structure of the availability payment to meet the needs of the County. We will work closely with all County stakeholders to provide an evaluation that is clear, comprehensive, and helps in your decision-making.

In particular, we recommend leaving the ranking of the financial proposals (beyond the threshold question of if it is within the affordability threshold) to the last step of the evaluation, to make sure that the financial ranking does not impact the scoring of the technical proposals.

In addition to the ranking of the financial proposals using the ranking model, we will check the financial models for internal consistency and the financial proposals as a whole for their robustness.

Finally, we are expecting to ask clarification questions about the financial and technical proposals. While we will leave the final ranking of the financial proposals until the last step, we recommend starting the clarification process early. This will keep the evaluation process moving expeditiously

and allow time for multiple rounds of clarification questions, as some responses will require further follow-up clarification.

On the Howard County Courthouse project, we were able to do the entire bid evaluation in three weeks, allowing the County to reach a decision on the selection of the preferred bidder well ahead of the formal schedule. This allowed us to spend the time we needed on the finalization of the documentation, prior to closing the project before the elections. The Team will also assist the County in formulating appropriate rubrics for bid evaluation and other ad-hoc support as needed to properly assess and communicate essential details to all relevant stakeholders.

- **Drafting Procurement Reports.** We anticipate preparing multiple reports and memos summarizing our analysis or opinions on key commercial/financial items throughout the process that will be designed to be shared with key relevant County stakeholders.
- **Participating in Presentations and Meetings with Preferred Bidder.** Once the preferred bidder is selected, a series of meetings will occur to attempt to move rapidly from their selection to commercial and then financial close. As discussed below, we anticipate this could be rapid because we have used the *Draft Consultative RFP* process, but some issues inevitably will need to be finalized. We are active participants in those meetings and would prepare and update presentations and analyses to move the process forward.

## 1.2 Phase 3: Selection of Preferred Bidder to Financial Close

The Team will support the agency in reaching commercial and financial close. The Team has experience in closing a variety of transactions, including those involving equity, commercial bank debt, private placements, subordinated debt, public taxable and tax-exempt bonds, and private placements. While the burden of the closing process largely lies with the preferred bidder, the Team will protect the agency's interest and ensure a transparent and competitive pricing of interest rates and credit spreads, as well as an uneventful finalization of the Project Agreement. As we found in the Howard County courthouse closing, our anticipation of the fiscal consequences of interest rate movements was crucial for County Council in its decision making, as was preparing for material interest rate increases. Following the robust closing checklist that we had developed in collaboration with the legal team and the County and participating in several closing dry-runs allowed us to deal with any unexpected difficulties and helped ensure a smooth closing process.

During Phase 3, we will do the following:

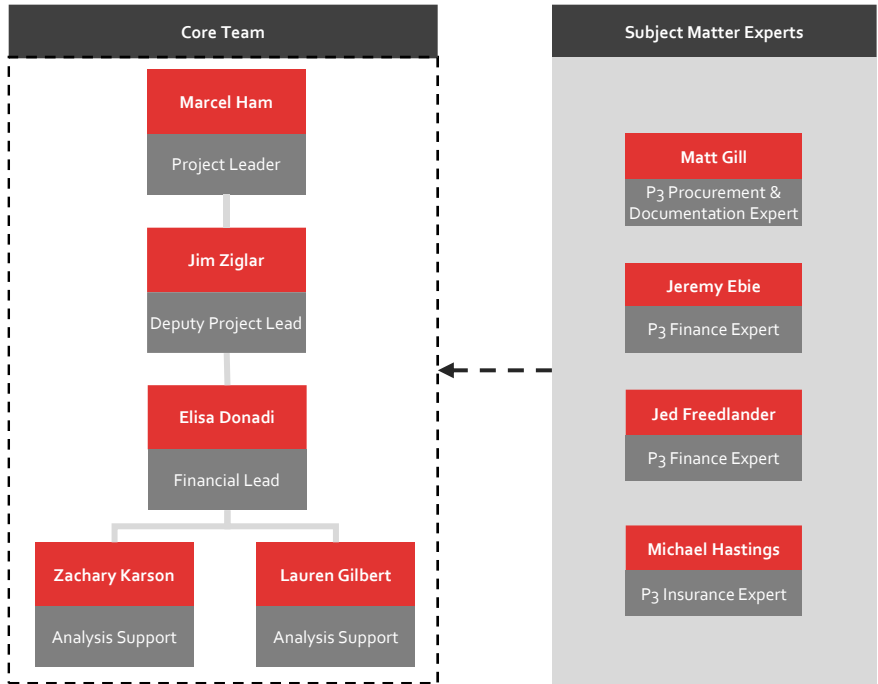
- **Identify Tasks Required for Financial Close.** We will work closely with the County, its legal advisor, and the bidder and its advisors to develop a comprehensive "closing checklist" that identifies all key actions, documents, and milestones necessary to reach financial close, and will continue to support updating that document through close.
- **Review All Closing Documents.** We will focus on the key commercial/financial terms in the document to ensure that the documents and the financial model are in accord with one another.
- **Address Final Amendments to the Project Agreement.** While our process is designed to minimize amendments to the Project Agreement during Phase 3, sometimes some changes are necessary, and we will assist the County in executing those. On the Howard County Courthouse P3 project, we were successful in minimizing contractual negotiations, but we went through an

additional “design validation” process after the selection of the preferred bidder that was designed to minimize changes after financial close. We would consider a similar approach for the County

- **Prepare for Financial Close.** We will collaborate closely with all parties to analyze the impact of any material movements in market rates, update the VfM and other analyses, assist in ensuring that all documents and items necessary for financial close are available, and participate in a “dry run” of financial close during a pre-close exercise.
- **Support Financial Close.** On closing day, we will be available to assist in any last-minute analyses or updates that need to occur.

## 2. Team Organization and Management

The organization chart below summarizes how the team will marshal its resources to meet the County’s requirements and deliver the scope of work.



The combined Rebel team along with our specialist subcontractors ensures that there is no gap in expertise, experience, or resources for this Project.

The Team’s organization is structured to ensure that work product and advice are delivered effectively and the Project is progressed in a timely and efficient manner; the Rebel Team places a particular emphasis on senior level staffing in order to accelerate delivery and, ultimately, to reduce client costs. The Team’s resourcing strategy is intended to ensure that there is no single point of failure, with resources purposefully deputized across all key functions.

Our team has the knowledge and experience to lead the financial and commercial aspects of this transaction, but we also know that a close partnership and constant collaboration with the County is essential to achieving best results for the people of Clackamas. Our team and the management approach we lay out below are structured to involve County decision makers, OJD, and their technical and legal advisors at all critical junctures of the project. Our team includes people who are attorneys, engineers, and have served in multiple roles in P3 transactions, allowing us to seamlessly coordinate with you at all stages.

Overall, the Team roles are structured as follows:

**Marcel Ham, Project Leader:** Marcel will lead Rebel’s engagement with the County. He will be responsible for managing the relationship with County staff, OJD, and other advisors and stakeholders. He will provide thought leadership, guidance, and oversight of work performed at all stages of the transaction, but with a particular focus on establishing the proper procurement strategy, risk allocation and evaluation criteria.





**Jim Ziglar, Deputy Project Lead:** Jim will provide high level advisory and financial structuring support to the team on the key tasks outlined in the scope of work below, and ensure that the Team's resources are being utilized efficiently and effectively throughout the engagement. He will also serve as a day-to-day contact for the County, and during Phases 2 and 3 will lead most of the efforts associated with engaging the marketplace and analyzing the impact of feedback. In addition, he will liaise with the subject matter experts and draw in their expertise and resources where necessary.

**Elisa Donadi, Financial Lead:** Elisa will be responsible for the execution of all deliverables related to the commercial and financial elements of the transaction. She will work closely with the Project Manager and Project Leader to develop the financial feasibility analysis, risk allocation, procurement documentation, proposal review and other key tasks.

**Zachary Karson and Lauren Gilbert, Analysis Support:** Zachary and Lauren will support the Team in the execution and analysis as part of the core project team. They will assist in the review of relevant project documents confirming consistency and accuracy of commercial and financial details, terms, and inputs.

**Matt Gill, Jeremy Ebie, Jed Freedlander, Michael Hastings, Subject Matter Experts:** Matt, Jeremy and Jed will provide additional as-needed knowledge and expertise to assist the core project team in the execution of the scope of work. Their deep experience will be leveraged particularly in developing the various procurement documents, including key terms and conditions, risk allocation, performance standards, and analyzing feedback from bidding consortia. Rebel will enter into a subcontracting agreement with independent insurance advisor Michael Hastings. Michael has 30 years of experience in the insurance industry and is specialized in infrastructure P3s. His efforts will focus on the insurance requirements in the RFP and Project Agreement and the insurance packages as offered by the proposers.

### 3. Financial proposal

#### 3.1 Rates

Rebel proposes to bill the County monthly at the rates in the table below. These rates reflect our commitment to the County and the quality and level of services we bring to P3 transactions. Please note that the rates below do not include a rate for administrative support, as we typically include it in our fully loaded rates. The rates below also do not include travel and other direct expenses, which would be billed separately.

Title	Hourly Rate
<b>Principal</b>	\$395
<b>Director / Senior Manager</b>	\$340
<b>Manager</b>	\$300
<b>Senior Consultant</b>	\$260
<b>Consultant</b>	\$220
<b>Insurance expert</b>	\$622

#### 3.2 Phase 2 Level of Effort and Budget

Based on our recent experience with the Howard County Courthouse and the Miami-Dade Courthouse projects, we anticipate expending roughly 2,220 hours of effort and propose a not-to-exceed cap of \$800,000 for Phase 2, including travel and other reimbursable expenses. Below, we provide an indicative level of effort and estimated cost for each Phase 2 activity. We would be happy to provide more detail upon request:

Activity	Hours	\$ Amount
1. Review and Comment on Draft RFQ and RFP	128	\$ 45,080
2. Structure Submission Requirements and Evaluation Criteria	64	\$ 21,360
3. Recommendations on Commercial Issues	88	\$ 32,120
4. Review and Comment on Draft Project Agreement	152	\$ 52,840
5. General Advisory for Stakeholder Interactions	184	\$ 67,760
6. Preparing and Managing a Pre-Bid Industry Day	40	\$ 14,600
7. Assisting During the RFQ Process, Including Shortlisting	136	\$ 49,240
8. Reviewing and Advising on Proposer Inquiries and Other Interactions	192	\$ 68,740
9. Reviewing and Advising on Proposer Comments on RFP and Draft Project Agreement	280	\$ 100,200
10. Developing Negotiating Strategy and Supporting Negotiations	88	\$ 32,560
11. Attending Collaborative Meetings on Commercial and Financial Matters	280	\$ 102,400
12. Advising on Evaluation Process and Issues, and Selection Criteria	40	\$ 14,480
13. Leading Financial Evaluation Process	372	\$ 117,580
14. Drafting Procurement Reports	88	\$ 30,960

Activity	Hours	\$ Amount
15. Participating in Presentations and Meetings with Preferred Bidder	88	\$ 30,080
<b>Reimbursables</b>		\$ 20,000
<b>Total</b>	<b>2220</b>	<b>\$ 800,000</b>

The insurance advisor will contribute to activities 1, 2, 4, 9, 11, 13, focusing on 1) developing insurance requirements in the draft Project Agreement and RFP, 2) responding to proposer inquiries, 3) evaluating the insurance sections of the proposals and 4) finalizing the insurance package with the preferred bidder. We are expecting that the insurance advisor's level of effort will fit within the overall not to exceed budget.

### 3.3 Phase 3 Level of Effort and Budget

We anticipate expending roughly 272 hours of effort and propose a not-to-exceed cap of \$100,000 for Phase 3, including travel and other reimbursable expenses. Below, we provide an indicative level of effort and estimated cost for each Phase 3 activity. We would be happy to provide more detail upon request:

Activity	Hours	\$ Amount
1. Identify Tasks Required for Financial Close	64	\$ 22,440
2. Review All Closing Documents	40	\$ 14,160
3. Address Final Amendments to the Project Agreement	48	\$ 17,640
4. Prepare for Financial Close	80	\$ 29,400
5. Support Financial Close	40	\$ 14,160
<b>Reimbursables</b>		\$ 2,200
<b>Total</b>	<b>272</b>	<b>\$ 100,000</b>



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

July 1, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of contract with DePaul Industries dba DPI Staffing to Provide On-Call  
Temporary Traffic Control for the COVID-19 Vaccination Sites

<b>Purpose/Outcome</b>	Provide traffic control and flagging needs for the upcoming vaccination sites responding to COVID-19.
<b>Dollar Amount and Fiscal Impact</b>	Contract will be used as an on-call service and be dispatched in accordance to the vendors provided rates. Total Contract Value will not
<b>Funding Source</b>	Funds are reimbursed from CARES
<b>Duration</b>	Effective upon signature and expires on 12/31/2021.
<b>Previous Board Action/Review</b>	None.
<b>Strategic Plan Alignment</b>	1. Sustaining Public Health and Wellness. 2. Provide public traffic control for upcoming vaccinations sites.
<b>Counsel Review</b>	Counsel approval 06/02/2021 by AN
<b>Procurement Review</b>	Was the item processed through Procurement?      yes      no
<b>Contact Person</b>	Philip Mason-Joyner , 503-742-5956
<b>Contract No.</b>	4162

**Background:**

Clackamas County is providing COVID-19 vaccines as part of the COVID-19 Emergency Declaration. As vaccines become more readily available, Clackamas County Public Health Division will be setting up long term COVID-19 vaccination sites around the County, including both drive-thru and walk-in venues. With such events, traffic control and directional signing is needed to ensure that public can find the event, successfully enter, have the vaccine administered and be guided to the exit.

**Procurement Process:**

On March 4, 2021, Procurement published a Request for Quotes #2021-22 for Temporary Traffic Control – Vaccination Sites in accordance with LCRB C-047-0260. Quotes were received from four (4) firms. An evaluation team with representatives from DTD transportation and EOC evaluated the quotes and initially recommended an award of two (2) contracts to the highest qualified firms. The recommendation to award to two firms was based on the need to fulfill traffic control needs for multiple vaccination sites. After review and site operation it was clear a third firm was needed and an award was made to DPI to fulfill the outstanding need.

**Recommendation:**

Staff respectfully recommends that the County Administrator approve and execute the contract with DePaul Industries dba DPI Staffing for On-Call Temporary Traffic Control for the Vaccination Sites.

Sincerely,

Daniel Nibouar  
Interim Director



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #4162**

This Goods and Services Contract (this "Contract") is entered into between DePaul Industries dba DPI Staffing ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") on behalf of Disaster Management for the purposes of providing On-Call flagging and traffic control for COVID-19 vaccination.

**I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until December 31, 2021. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**II. SCOPE OF WORK**

This Contract covers the Scope of Work as described in Scope of Work, RFQ #2021-22 Temporary Traffic Control- Vaccination Sites, Published March 4, 2021 attached and hereby incorporated by reference as Exhibit "B." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit "A" Federal Terms, Exhibit "B", and the Contractor's Quote attached and hereby incorporated by reference as Exhibit "C." Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Philip Joyner-Mason.

This Contract is on an "on-call" or "as-needed basis" for Work.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

**III. COMPENSATION**

1. **PAYMENT.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **one hundred fifty thousand dollars (\$150,000.00).**

2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No

If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: [pmason@clackamas.us](mailto:pmason@clackamas.us).

4. **CONTRACTOR AND COUNTY CONTACTS.**

Contractor	County
Administrator: Sheri Thomas Phone: 503-331-3853 Email: <a href="mailto:stthomas@dpistaffing.com">stthomas@dpistaffing.com</a>	Administrator: Philip Mason-Joyner Phone: 503-742-5956 Email: <a href="mailto:pmason@clackams.us">pmason@clackams.us</a>

**IV. CONTRACT PROVISIONS**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate

County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which 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 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.



**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract

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

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

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

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

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

- a. **Performance Warranty.** Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. **Service Warranty.** Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional

standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, 16, 18, 21, 22, 23, 27, and 33, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided

by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- 20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.
- 21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.
- 22. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- 25. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the

State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 26. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- 29. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- 30. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods

and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**31. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

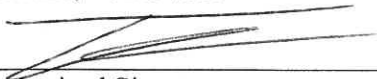
**32. FEDERAL CONTRACTING REQUIREMENTS.** County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit A**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

**33. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

DePaul Industries dba DPI Staffing  
4950 NE Martin Luther King Blvd.  
Portland, OR 97211

Clackamas County

  
\_\_\_\_\_  
Authorized Signature                      5/21/21                      Date

\_\_\_\_\_  
Gary Schmidt, County Administrator                      Date

Travis Pearson CEO  
\_\_\_\_\_  
Name / Title (Printed)

095251-14  
\_\_\_\_\_  
Oregon Business Registry #

Approved as to Form:

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

  
\_\_\_\_\_  
County Counsel                      06/02/2021                      Date

**Exhibit A**  
**ADDITIONAL FEDERAL TERMS AND CONDITIONS**

As used herein, "Contractor" means DePaul Industries dba DPI Staffing, and "County" means Clackamas County, a political subdivision of the State of Oregon.

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

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

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



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

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

Contractor hereby makes the following certification:

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

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

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

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

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

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

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

*Bart Berry*

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Bart Berry, President DPI STaffing

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

06-02-2021

\_\_\_\_\_  
Date

**EXHIBIT B**  
**Request for Quote #2021-22**  
**Temporary Traffic Control- Vaccination Sites**  
**Published March 4, 2021**



**Procurement Division**  
 Public Services Building  
 2051 Kaen Road  
 Oregon City, OR 97045  
 (503) 742-5444 (Office)

**REQUEST FOR QUOTES (RFQ) #2021-22**

Issue Date: March 4, 2021

Project Name:	Temporary Traffic Control – Vaccination Sites		
Quote Due Date/Time:	March 11, 2021, 2:00 PM		
Procurement Analyst:	Patti Hutcheson	Email:	<a href="mailto:phutcheson@clackamas.us">phutcheson@clackamas.us</a>

**SUBMIT QUOTES VIA EMAIL TO [PROCUREMENT@CLACKAMAS.US](mailto:PROCUREMENT@CLACKAMAS.US)  
 OR MAIL/HAND DELIVERY TO THE ABOVE ADDRESS**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE  
 “2021-22 TEMPORARY TRAFFIC CONTROL – VACCINATION SITES” IN THE  
 SUBJECT LINE**

**1. ANNOUNCEMENT AND SPECIAL INFORMATION**

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes (“RFQ”). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at

<https://www.clackamas.us/finance/terms.html>.

RFQ Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-22-21. Prospective Quoters will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Quoters are responsible for obtaining any addenda or clarifying questions from ORPIN.

Complete Quotes must be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFQ title. Quoters are encouraged to contact Procurement to confirm receipt of the Quote.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter.

Communication in violation of this restriction may result in rejection of a Quoter.

**2. SCOPE**

The purpose of this RFQ is to contract with multiple qualified firms to provide traffic control for COVID-19 vaccination sites.

Clackamas County is providing COVID-19 vaccines as part of the COVID-19 Emergency Declaration. As vaccines become more readily available, Clackamas County Public Health Division will be setting up long term COVID-19 vaccination sites around the County, including both drive-thru and walk-in venues. With such events, traffic control and directional signing is needed to ensure that public can find the event, successfully enter, have the vaccine administered and be guided to the exit.

Clackamas County is in need of the services of a Traffic Control company to provide signing and cone layout at COVID-19 vaccine events and provide flagging support at some events. Clackamas County Traffic Engineering will provide Traffic Control Plans (“TCP”) for each event including layout of traffic control devices and quantities. Some events will be single-day while other events may occur over multiple days or may include traffic control setup for as long as six (6) months. Single day events have been typically from 0900hrs-1700hrs, although this may fluctuate as population needs change. Clackamas County intends to operate 2-3 medium sized locations per week.

The general scope of services will include:

1. Traffic control setup and takedown for single-day events. Tasks will include:
  - a. Zoom meeting with County staff up to seven (7) days prior to the event to review the traffic control plan and ask questions.
  - b. Set up of traffic cones, traffic signs and other required traffic control devices, as required by the TCP.
  - c. Flagging of traffic as needed based on the TCP.
  - d. Takedown as directed by the event site manager.
2. Traffic control setup for long term events which will include:
  - a. Zoom meeting with County staff up to seven (7) days prior to the event to review the traffic control plan and ask questions.
  - b. Set up of traffic cones, traffic signs and other required traffic control devices, as required by the TCP.
  - c. Flagging of traffic as needed based on the TCP.
  - d. Securing any traffic control devices, as needed, until the next event.
3. Sites may have hybrid drive-thru or walk-up options due to many sites being closed to public transportation.
4. This contract will be for a period of one year.

### 3. **SAMPLE CONTRACT**

Submission of a Quote in response to this RFQ indicates Quoter’s willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at: <https://www.clackamas.us/finance/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

Goods & Services Contract (unless checked, item does not apply)

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

### 4. **QUOTE**

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;
- B. Provide an equipment list for temporary traffic control per Section 2. Scope. List available items your firm anticipates using for this project (e.g. flags, cones, sandwich boards, etc.)

- C. Provide hourly rates for all services as detailed in the Section 2. Scope. Price must be fully loaded and inclusive of all anticipated charges. Provide
- D. References;
- E. Quote Certification Form; and
- F. Any additional information that Clackamas County should take into consideration for the project or qualifications.

**5. EVALUATION**

Quotes will be evaluated based on subjective factors including, but not limited to: Firm experience, equipment list, price/fees, references, and proposal to complete the project (including timeline).

E.

**QUOTE CERTIFICATION FORM**  
**RFQ #2021-22**

Submitted by: DePaul Industries INC.

**(Must be entity's full legal name)**

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST**

The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Name: Sheri Thomas Date: 3/11/2021

Signature: *Sheri Thomas* Title: Regional Manager

Email: sthomas@dpistaffing.com Telephone: 503-331-383

Oregon Business Registry Number: 095251-14

OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non profit  Limited Liability Company

x Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_



## CLACKAMAS COUNTY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

### QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT ORPIN (<http://orpin.oregon.gov/open.dll/welcome>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ; however, no oral

or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

#### **QUOTE EVALUATION AND AWARD**

1. **PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
2. **DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
3. **CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
4. **PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
5. **INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
6. **METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
7. **QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
8. **QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

**EXHIBIT C  
CONTRACTOR'S QUOTE**



DPI STAFFING™

**Temporary Traffic Control – Vaccination Sites (RFQ #2021-22)**

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**PREPARED FOR:**

**Clackamas County  
Procurement Division  
Public Services Building  
2051 Kaen Road  
Oregon City, 97045**

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**Presented by:**

**Sheri Thomas  
DPI Staffing  
4950 NE Martin Luther King Blvd.  
Portland, OR 97211  
Phone: 503-331-3853  
Email: [stthomas@dpistaffing.com](mailto:stthomas@dpistaffing.com)**

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*The management and pricing data contained herein is considered proprietary to DPI Staffing. Please assist us in maintaining the fair competition of free enterprise by not sharing this document or its contents with persons outside of your organization. Thank you.*

## Scope of work:

Traffic control setup and takedown for single-day events. Tasks will include: a. Zoom meeting with County staff up to seven (7) days prior to the event to review the traffic control plan and ask questions.

b. Set up of traffic cones, traffic signs and other required traffic control devices, as required by the TCP.

c. Flagging of traffic as needed based on the TCP.

d. Takedown as directed by the event site manager.

2. Traffic control setup for long term events which will include: a. Zoom meeting with County staff up to seven (7) days prior to the event to review the traffic control plan and ask questions.

b. Set up of traffic cones, traffic signs and other required traffic control devices, as required by the TCP.

c. Flagging of traffic as needed based on the TCP.

d. Securing any traffic control devices, as needed, until the next event.

3. Sites may have hybrid drive-thru or walk-up options due to many sites being closed to public transportation.

### *Traffic Control /Flagger 1:*

Directs traffic around hazards or crews in the roadway; sets out temporary road signs, traffic cones, and barriers work sites. May be required to provide non-flagging duties (related labor), as requested. Minimum qualifications: this level of flagger has less than 200 hours of road experience.

### *Traffic Control/Flagger 2:*

Performs all the duties of Flagger 1 and shall be available to operate a State-owned/leased/controlled Light Duty Vehicle provide by Authorized Purchaser, such a s a pilot vehicle, within a work zone and to and from a job site. A Flagger 2 may drive only Authorized Purchaser vehicles that can be operated by a class C license. Minimum qualifications: all certified driving flaggers shall meet all requirements referenced in Oregon Administrative Rules for Vehicle use and access, OAR chapter 125, division 155.

### *Traffic Control/ Flagger 2 Night Crew:*

At night, performs all the duties of a Flagger 1 and shall be available to operate a State-owned/leased/controlled Light Duty Vehicle provided by Authorized Purchaser, such as a pilot vehicle, within a work zone to and from a job site. A Flagger 2 may drive only Authorized Purchaser vehicles that can be operated by a class C licensee. Minimum qualifications: all certified driving flaggers shall meet all requirements referenced in Oregon Administrative referenced in Oregon Administrative Rules for Vehicle Use and Access, OAR chapter 125, division 155.

## 4. Quote

### A. Experience

DPI Staffing is a Qualified Rehabilitation Facility (QRF) that has been providing employment opportunities for people with disabilities for more than 30 years. We are a large and diversified northwest based business services company, providing consistent support to hundreds of government agencies and companies in various communities.

DPI Staffing has a long-standing partnership with ODOT providing flagging services throughout the State of Oregon for more than eighteen years. To date DPI Staffing continues to provide support in the following counties: Multnomah, Washington, Clackamas, Marion, Polk, Coos, and Lane Counties. Outside of the long-standing partnership with ODOT, DPI Staffing provides flagging services for small flagging companies in the public sector as well as Metro and the Portland Center for the Arts for over five years.

DPI Staffing recognizes that developing a viable talent pool is essential to successfully service Clackamas County's needs. We will enlist our continual recruitment methodology to ensure an adequate pool of qualified applicants available to meet staffing level requirements. The continual recruitment model is focused on creating a steady flow of applicants that have the basic skill sets that meet the requirements for each position. DPI Staffing is an affirmative action employer providing equal opportunity for employment to all qualified applicants without regard to race, color, religion, sex, national origin, marital status, sexual orientation, age, disability, or veteran status, in accordance with applicable laws.

### B. Equipment List

DPI Staffing can provide traffic control support with ODOT certified flaggers with their own gear. Additional equipment is not available.

### C. Quoted Hourly Rates- Recruited By DPI by job title:

Classification & Level:	Unit of Measurement:	Bill Rate: As of 3/11/2021
<b>Flagger/Traffic Control:</b>		
Flagger /Traffic Control 1	Per Hour	\$24.32
Flagger/ Traffic Control 2	Per Hour	\$25.08
Flagger 2 / Traffic Control Night crew	Per Hour	\$25.84

For any payroll servicing candidates (employees referred to DPI Staffing by Clackamas County for temporary placements for these roles). We are quoting a bill rate of 35% over the determined pay rate. *These candidates must be identified to the DPI Staffing recruiter before onboarding process is completed.*

- Overtime billing rate formula is the determined pay rate multiplied by 1.5 multiplied by the hourly bill rate. This bill rate includes all administrative fees.
- Straight time billing rate formula for Clackamas County referred placement is the determined pay rate multiplied by 35%. This bill rate includes all administrative fees.
- Overtime billing rate formula for Clackamas referred placement is the determined bill rate multiplied by 1.5. This bill rate includes all administrative fees.

- DPI Staffing will impose no buy-out fee for temporary employees recruited and placed at Clackamas County by DPI Staffing once that employee has reached 520 working hours.
- Buy-out fee for temporary employees recruited and placed at Clackamas County by DPI Staffing who are hired by the Clackamas County as regular employees prior to 520 hours worked is based on the profit loss formula listed below.

$$\begin{aligned} \text{Bill rate} \times 500 \text{ (hours)} &= W \\ \text{Bill rate} \times \text{total hours worked} &= X \\ W - X &= Y \\ Y - 19\% \text{ (administrative fees)} &= Z \\ Z &= \text{Profit loss/Buy-out fee} \end{aligned}$$

*DPI Staffing will impose no buy-out fee for employees referred to DPI Staffing by Clackamas County.*

**Benefits** provided to DPI Staffing employees and Clackamas County referred (payroll only) employees.

**Paid Time Off (PTO):** Associates accrue PTO on an hourly basis – specifically .033 hours of PTO per hour worked on up to 40 hours worked each week. This amount will be available for use following 90 days of employment. The accrual will stop after the employee reaches 40 hours in one calendar year. Unused hours can be carried over hours into the following year, however only 40 hours can be used in a calendar year. PTO hours that are accrued but unused when an Associate terminates employment are NOT available for payout. Accrued but unused PTO may be used for time off such as sick days, holidays, and vacation days.

**Health/Vision, Dental, and Supplemental Insurances:** Benefit eligibility requires an Associate to work an average of 30 hours per week, calculated/evaluated on a 12-month measurement period. As Staffing Associates are assigned to positions with various hours and/or various customers throughout the year, eligibility will be initially evaluated at an employee's first anniversary and then thereafter annually each fall for new and/or continued eligibility. DPI currently offers a choice of two health plans, a dental plan, and a variety of supplemental policies through Colonial Life.

**Direct Deposit:** All employees are eligible and encouraged to have their paychecks direct deposited to their personal bank accounts or a pay/debit card.

**Training:** DPI Staffing has implemented a new training platform called Rise. This platform allows DPI Staffing to roll out targeted online trainings to address specific topics such as harassment, safety, ethics, or client-specific training. We can enroll all employees or groups of individuals to complete assigned courses in a specific time period. Rise also allows management to analyze content, view enrollees, track learner progress and see quiz scores.

**EAP:** All DPI Staffing temporary workers have access to our free Employee Assistance Program (EAP). The EAP's offerings includes crisis counseling, or access to counselors twenty-four hours a day, seven days a week. The EAP also offers general counseling, financial coaching, wellbeing tools, life coaching, identify theft consultation, legal consultations and mediation services, all free to the employee.

## **D: References**

Andrew Staab  
Metro Paint Facility Manager  
4825 N. Basin Ave  
Portland, OR 97217  
Phone: 503-289-0047  
Fax: 503-289-2368  
Email: [andrew.staab@oregonmetro.gov](mailto:andrew.staab@oregonmetro.gov)

Laura Bindley, OPBC  
DAS EAM Contracts Manager  
DAS Enterprise Asset Management Division  
Administration – Contracts Services  
Desk: 503-378-5283 ~ Cell: 503-385-5910  
Email: [laura.bindley@oregon.gov](mailto:laura.bindley@oregon.gov)

Marc Balogh  
President/Operations Manager  
Cascadia Nutrition  
19217 NE San Rafael St., Portland, Oregon, 97230  
Phone : 503-724-3900  
Email : [mbalogh@cascadianutrition.com](mailto:mbalogh@cascadianutrition.com)



## **F. Additional Information**

### **Recruitment of Laborers:**

DPI Staffing leverages strong relationships with community-based organizations as well as educational and public organizations who provide a steady stream of applicants. We also have the ability to quickly develop targeted recruitment efforts, including job fairs (virtual and in-person), social media sites, online job boards as well as employee referrals. DPI Staffing has long-standing partnerships with the State of Oregon Employment Department in its locations around the state. We are also active members of the Community Services Network (CSN), a division of DPI that provides significant opportunities for nonprofit networking. The CSN offers monthly social service fairs where we connect with potential candidates.

After strategically analyzing labor markets in your identified regions, DPI Staffing will implement the outlined recruitment strategy within the boundaries of each region. Through technology, DPI staff members are able to identify, recruit, screen, assess, onboard and coordinate any necessary services to provide qualified candidates. Through the COVID-19 pandemic, DPI Staffing increased our ability to service all operations virtually while maintaining safety for our DPI colleagues, new hires as well as our client's work sites.

### **Recruitment of Bilingual Laborers**

DPI Staffing utilizes several strategies to identify bilingual English/Spanish candidates. Examples of these strategies include:

- Creating advertising in both English and Spanish.
- Marketing the opportunity utilizing online job postings.
- Canvassing regions with flyers.
- Sending emails to all our connections and community organizations.
- Providing targeted advertising to publications and social media groups with bilingual audiences.

During the COVID-19 pandemic, we've found that social media platforms, phone calls and texting are very effective methods in reaching the required audience for these opportunities. Referrals from existing bilingual candidates are also effective. Recruiters can further screen candidates to test abilities through DPI screening methodology, behavioral interviews, and reference checks. We have internal DPI staff that can assist with interpreting and confirming bilingual skills for our potential candidates.

### **Recruitment and Selection Process**

DPI Staffing has rigorous screening and interview procedures that have been established to ensure that only qualified associates are referred for employment at Clackamas County. During the initial pre-screening process, candidates are asked to complete a questionnaire

and are given a brief interview to determine whether they possess the baseline skills necessary for employment in a competitive work environment. Those applicants who meet the initial screening requirements are given a formal interview in which the DPI Recruiter identifies the candidate's knowledge, skills and abilities.

### **On-Loading of Temporary Workers**

DPI Staffing utilizes a staffing solution software to manage and onboard all employees provided to our clients nationwide. This software is implemented for the front and back office business operations to ensure all federal and state employment laws and requirements as well as our client's screening requirements are met and can be analyzed.

Since the pandemic, DPI Staffing nationwide has established a virtual hiring process to ensure the health and safety of our colleagues and employees. All hiring processes follow the federal and state guidelines.

All communication, attendance, screening records, payroll data as well as documentation that verifies every employee is eligible to work in the United States, is housed and tracked in our end-to-end staffing software.

### **Background, Reference, and Pre-Employment Drug Screening**

Background investigations are conducted through Intelifi, a third-party vendor, and consist of criminal history investigations for all states, to the extent allowed by law. We consider a prohibitive background any candidate for the attempt or commission of a violent crime, including (but not limited to) sex crimes (excluding prostitution), murder, or a crime that resulted in death, no matter when that occurred a prohibitive background for any candidate.

In the event a client organization has a higher tolerance for criminal backgrounds, and/or additional restrictions or considerations, placement decisions will be made in conformity with business/contractual obligations.

I-9 Documentation is guaranteed when you work with DPI Staffing. We work directly with the Department of Homeland Security and conduct an E-Verify for each candidate.

### **Our Guarantee**

DPI Staffing guarantees your satisfaction. During the order taking process we will carefully identify the skills and abilities required for your positions. We will pre-qualify all personnel that are provided to Clackamas County ensuring that all the appropriate screening, interviewing, testing, reference, and background checks have been completed. We will provide only those associates with the desired skills and we will ensure that they have demonstrated the knowledge and experience required.

However, if there is a case where we did not make the right match for your company, we shall immediately take steps to resolve the problem. We shall provide a suitable replacement if Clackamas County determines that the temporary associate provided is not performing satisfactorily or does not possess the level of skills required for the position. In the event such a replacement occurs after the employee has worked at the assignment for four (4) hours or more, Clackamas County shall receive four (4) hours of credit to allow for training the temporary associate provided as a replacement.



Disaster Management  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

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

July 1, 2021

Board of County Commissioners,  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) with  
State of Oregon acting by and through its Department of Administrative Services (DAS)  
for Vaccine Equity and Incentives

<b>Purpose/Outcomes</b>	The State of Oregon is providing funding under this Agreement, for Vaccine Equity and Incentives.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum is \$2,238,888.68
<b>Funding Source</b>	This is funded by the State of Oregon. No County General Funds are involved.
<b>Duration</b>	March 1, 2020 through December 31, 2021
<b>Previous Board Action</b>	No previous board action
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	County counsel has reviewed and approved this document on June 01, 2021 AN
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This is an IGA.
<b>Contact Person</b>	Daniel Nibouar, Interim Disaster Management Director 503-650-3381 or Philip Mason-Joyner – 503-742-5456
<b>Contract No.</b>	10153

**BACKGROUND:**

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with the State of Oregon for Vaccine Equity and Incentives.

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19. This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the period of March 1, 2020, through December 31, 2021 (the “Performance Period”) to reimburse the costs of the activities described in Exhibit A.

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352  
[www.clackamas.us/community\\_health](http://www.clackamas.us/community_health)

- Providing culturally responsive, low-barrier access to COVID-19 vaccination, with a special emphasis on populations experiencing vaccine inequality or reduced vaccination rates;
- Marketing and promotional costs encouraging COVID-19 vaccination; and
- Transporting persons to and from COVID-19 vaccination sites.

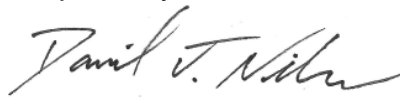
The majority of these funds would be used to support implementation of the required equity plan that was accepted by the Oregon Health Authority (OHA) and Governor's Office. Activities are primarily focused on local community vaccination events across Clackamas County with partners at small sites & mobile outreach aimed for individuals with barriers to access and addressing vaccine hesitancy.

The contract maximum for this Agreement is \$2,238,888.68. This Agreement is effective March 1, 2020 and will terminate on December 31, 2021.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached IGA with the State of Oregon for vaccine equity and incentives, to complete the transaction, authorize the Procurement Office to execute any other needed instruments and purchase orders in order to complete the term.

Respectfully submitted,



Daniel Nibouar  
Interim Disaster Management

# STATE OF OREGON GRANT AGREEMENT

Grant No. 2603

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Administrative Services (“Agency”) and Clackamas County (“Grantee”), each a “Party” and, together, the “Parties”.

## SECTION 1: AUTHORITY

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and as allocated to Agency by the Oregon Emergency Board, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

## SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19. This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the period of March 1, 2020, through December 31, 2021 (the “Performance Period”) to reimburse the costs of the activities described in Exhibit A.

## SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of March 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 31, 2021.

## SECTION 4: GRANT MANAGERS

### 4.1 Agency’s Grant Manager is:

Gerold Floyd  
Department of Administrative Services  
Attention: Coronavirus Relief Fund  
155 Cottage Street NE, Salem, OR 97301  
Phone: 503-378-2709  
Email: CoronavirusReliefFund@Oregon.gov

4.2 Grantee’s Grant Manager is:

Name: Sherry Olson  
Address: 2051 Kaen Rd., Suite 367  
Oregon City, OR 97045  
Phone: 503-142-5342  
Email: SOlson4@clackamas.us

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

**SECTION 5: PROJECT ACTIVITIES**

To receive funds under this Grant, Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, during the Performance Period.

**SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed \$2,238,888.68 (the “Grant Funds”) for eligible Project costs incurred during the Performance Period. Agency will pay the Grant Funds from monies available through the Coronavirus Relief Fund (“Funding Source”).

**SECTION 7: DISBURSEMENT GENERALLY**

7.1 **Disbursement.** Agency will disburse the Grant Funds to Grantee in two installments:

50% of the Grant Funds within five business days of the Executed Date; and

50% of the Grants Funds upon Grantee delivering to Agency **both** (i) complete responses to the questions set forth in Exhibit E and the fully executed Attestation Statement set forth in Exhibit E **and** (i) demonstrated progress towards implementing the strategies outlined in Grantee’s question responses (collectively, the “Equity Submission”). Grantee’s deadline to deliver the Equity Submission to Agency is August 31, 2021. Grantee shall not receive, and Agency shall have no obligation to disburse, the second installment of Grant Funds if Grantee fails to deliver the Equity Submission by the August 31, 2021, deadline for doing so. The Oregon Health Authority and the Governor’s Office will review the Equity Submission and determine whether Grantee’s responses to the questions set forth in Exhibit E are complete.

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

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or

other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

- 7.2.2 No default as described in Section 13 has occurred; and
  - 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
- 8.1.1 Grantee is a local government duly organized and validly existing;
  - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
  - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
  - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
  - 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 14, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 **No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.



## SECTION 9: INDEMNITY/LIABILITY

- 9.1 Indemnity.** Subject to the limitations of Article XI, § 10, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section).
- 9.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 9.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## SECTION 10: INSURANCE

As a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B; or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B; or (iii) a combination of any or all of the foregoing.

## SECTION 11: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and

Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 12: ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## **SECTION 13: DEFAULT**

- 13.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 13.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
  - 13.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
  - 13.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 13.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## SECTION 14: REMEDIES

- 14.1 Agency Remedies.** In the event Grantee is in default under Section 13.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 16.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 15 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 14.2 Grantee Remedies.** In the event Agency is in default under Section 13.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 15: WITHHOLDING FUNDS, RECOVERY

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

- 15.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 15.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 15.3** Any Grant Funds determined by Agency or the U.S. Department of the Treasury to be spent for purposes other than allowable Project activities; or
- 15.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## SECTION 16: TERMINATION

- 16.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 16.2 By Agency.** Agency may terminate this Grant as follows:
- 16.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 16.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's

reasonable administrative discretion, to perform its obligations under this Grant;

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

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

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

**16.3.1** Immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

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

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

## **SECTION 17: MISCELLANEOUS**

**17.1** **Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

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

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

**17.4** **Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's

receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

- 17.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 9, 11, 12, 14, 15 and subsections 17.5 and 17.13 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 17.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 17.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 17.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 17.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 17.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 17.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.
- 17.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 17.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively

referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

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

**17.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (The Project)
- Exhibit C (Federal Terms and Conditions)
- Exhibit B (Insurance)
- Exhibit D (Federal Award Identification)
- Exhibit E (Equity Plan Submission Guidance)

**17.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

**17.17 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act.

**The signatures of the parties follow on the next page.**

## SECTION 18: SIGNATURES

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

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

### STATE OF OREGON acting by and through its Department of Administrative Services

By: \_\_\_\_\_  
George Naughton, Chief Financial Officer

\_\_\_\_\_  
Date

### Clackamas County

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

93-6002286  
Federal Tax ID Number

096992656  
DUNS Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

By: Samuel B. Zeigler  
Senior Assistant Attorney General  
Oregon Department of Justice

by email dated 5/21/2021  
Date

## EXHIBIT A THE PROJECT

### SECTION I. PROJECT DESCRIPTION

Subject to the eligibility requirements of 42 U.S.C. § 801 and any implementation guidance from the U.S. Department of the Treasury, including, without limitation, the guidance identified in Section II below, Grantee will use the Grant Funds for the following costs incurred during the Performance Period:

- Providing culturally responsive, low-barrier access to COVID-19 vaccination, with a special emphasis on populations experiencing vaccine inequality or reduced vaccination rates;
- Marketing and promotional costs encouraging COVID-19 vaccination; and
- Transporting persons to and from COVID-19 vaccination sites.

### SECTION II. U.S. Treasury Guidelines and Answers to FAQs

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the Performance Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

**Direct Administrative Costs Allowed.** Grantee's administrative costs directly attributable to the administration of its grant program funded by this Grant can be reimbursed or otherwise paid with Grant Funds. Such direct administrative costs shall not exceed 5% of the Grant Funds awarded under this Grant.

**Indirect Costs Not Allowed.** In accordance with U.S. Treasury guidance, Grantee shall not reimburse or otherwise pay any of its indirect costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency.

### SECTION III. REPORTING REQUIREMENTS

No later than July 6, 2021, for the period of April 1, 2021 to June 30, 2021, and October 5, 2021, for the period of July 1, 2021, to September 30, 2021, and January 5, 2022, for the period of October 1, 2021, to December 31, 2021, Grantee shall report the following information, as applicable, to Agency:

- a. Amount spent on administrative expenses;
- b. Amount spent on budgeted personnel and services diverted to a substantially different use;
- c. Amount spent to COVID-19 testing and contract tracing;



- d. Amount spent on economic support (other than small business, housing, and food assistance);
- e. Amount spent on expenses associated with the issuance of tax anticipation notes;
- f. Amount spent on facilitating distance learning;
- g. Amount spent on food programs;
- h. Amount spent on housing support;
- i. Amount spent to improve telework capabilities of public employees;
- j. Amount spent on medical expenses;
- k. Amount spent on nursing home assistance;
- l. Amount spent on payroll for public health and safety employees;
- m. Amount spent on personal protective equipment;
- n. Amount spent on public health expenses;
- o. Amount spent on small business assistance;
- p. Amount spent on unemployment benefits;
- q. Amount spent on workers' compensation;
- r. Amount spent on items not listed above; and
- s. The primary place of performance of this Project.

The requirements of this Section III survive termination of this Grant.

## **EXHIBIT B INSURANCE**

### **INSURANCE REQUIREMENTS**

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

### **WORKERS' COMPENSATION**

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

### **COMMERCIAL GENERAL LIABILITY**

**Required**  **Not required**

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

### **AUTOMOBILE LIABILITY INSURANCE**

**Required**  **Not required**

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

of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY**

Required  Not required

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

**NETWORK SECURITY AND PRIVACY LIABILITY**

Required  Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

**POLLUTION LIABILITY**

Required  Not required

Pollution liability insurance covering Grantee’s or appropriate contractor or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$\_\_\_\_\_. Annual aggregate limit may not be less than \$\_\_\_\_\_.

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

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY**

Required  Not required

Directors, officers and organization liability insurance covering the Grantee’s organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$\_\_\_\_\_ per claim.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

Required  Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee’s employees. Coverage limits may not be less than \$\_\_\_\_\_.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE**

Required  Not required

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

**EXCESS/UMBRELLA INSURANCE**

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

**ADDITIONAL INSURED**

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

**WAIVER OF SUBROGATION**

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

## **TAIL COVERAGE**

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

## **CERTIFICATE(S) AND PROOF OF INSURANCE**

If Grantee is self-insured for any of the Insurance Requirements specified in Exhibit B of this Agreement, Grantee may so indicate by submitting a certificate of insurance as required in this Exhibit B.

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: [CoronavirusReliefFund@oregon.gov](mailto:CoronavirusReliefFund@oregon.gov) or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

## **NOTICE OF CHANGE OR CANCELLATION**

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

## **INSURANCE REQUIREMENT REVIEW**

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

## **STATE ACCEPTANCE**

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

## EXHIBIT C

### FEDERAL TERMS AND CONDITIONS

#### 1. FEDERAL FUNDS

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

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

1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient       Grantee is a contractor       Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

#### 2. FEDERAL PROVISIONS

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

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

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

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

**In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.**

If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to DAS.

For purposes of these provisions, the following definitions apply:

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

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

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §§ 200.500 *et seq.*

i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

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

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

### **3. ADDITIONAL FEDERAL REQUIREMENTS**

None.

## EXHIBIT D

### FEDERAL AWARD IDENTIFICATION

#### (Required by 2 CFR 200.331(a))

(i) Grantee Name: <i>(must match DUNS registration)</i>	Clackamas County
(ii) Grantee's DUNS number:	096992656
(iii) Federal Award Identification Number (FAIN):	SLT0038
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 31, 2021
(vi) Total amount of federal funds obligated by this Grant:	\$2,238,888.68
(vii) Total amount of federal funds obligated to Grantee by Agency, including this Grant:	\$26,818,578.91
(viii) Total Amount of Federal Award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$26,818,578.91
(ix) Federal award project description:	Coronavirus Relief Fund
(x)	
a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(xi) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
(xiv) Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>



## EXHIBIT E

# EQUITY PLAN SUBMISSION GUIDANCE



May 2021

### Purpose

- Provide process through which jurisdictions may move to Lower Risk once 65% of their population age 16 years or older have received a first COVID-19 vaccine dose while also demonstrating their commitment to continuing to eliminate racial and ethnic vaccine inequities.

### Background

- OHA has the following goals:
  - Reach parity in vaccination rates by closing gaps in race and ethnicity vaccination rates by August 31, 2021.
  - Ensure vaccine access to all populations with a focus on populations experiencing racial and ethnic vaccine inequities.
  - Encourage and facilitate local public health partnerships with community-based organizations (CBOs) and employers in their jurisdiction.
- OHA has an expectation that jurisdictions are using multiple channels for providing meaningful, culturally-responsive, low-barrier vaccine access. While mass vaccination sites are a key strategy for vaccine access, these sites likely do not meet the needs for many populations that have borne the greatest burden of COVID-19 disease and death. In addition, due to decreased vaccine demand, many of these sites are starting to ramp down.
- OHA expects the LPHA and its partners have been and will continue to actively collaborate with community-based organizations, employers and others to proactively reach all eligible populations who have not yet been vaccinated, especially those experiencing racial and ethnic vaccine inequities. These collaborations are essential to ensuring groups such as migrant and seasonal farm workers, Black, Indigenous, Tribal, other communities of color, houseless populations and others have low-barrier, culturally responsive, meaningful access to vaccine.

### Moving to Lower Risk

- The earliest a county may move to Lower Risk is May 21, 2021.
- To move to Lower risk, at least 65% of all people age 16 years or older in the jurisdiction must have received a first dose.
- In addition, an LPHA must do the following to move to Lower Risk:
  - Submit to OHA responses to questions related to LPHA's ongoing and future efforts to maximize meaningful, low-barrier access to vaccine for all eligible populations, especially those experiencing racial and ethnic vaccine inequities.
  - Submit an attestation statement form signed by the Local Public Health Administrator, Local Public Health Officer and the Chair of the LPHA Governing Body (this is the Board of Commissioners in all counties except Gilliam, Sherman, Wasco and Wallowa).

## Required Questions

- LPHA must respond to each of the following questions. Please restate the question and provide a subsequent response specific to each question.
  - Please review race/ethnicity data for the LPHA jurisdiction on the [OHA website](#) and the race/ethnicity vaccination rate data shared weekly with the LPHA. Based on the experience of the LPHA and its partners, including community-based organizations, what are the operational, policy, and systemic barriers or strengths demonstrated in these data?
  - What steps have the LPHA and its partners already taken to address specific racial and ethnic vaccination inequities in the community?
  - What steps do the LPHA and its partners plan to take to continue to address these inequities in the jurisdiction?
  - What plan does the LPHA and its partners have to close the specific vaccine equity gaps among specific racial and ethnic populations?
  - OHA has provided LPHAs county level survey data from OHA-funded CBOs indicating their preferred involvement in vaccination efforts. In reviewing the CBO survey results that outline the interest of CBOs in your community to host, support, and/or promote vaccine events in your jurisdiction:
    - What steps are the LPHA and its partners taking to engage and actively partner with these and other organizations to increase meaningful, culturally-responsive, low-barrier access to vaccines?
    - How will the LPHA and its partners ensure that CBOs and

navigators are aware of vaccine events so they can assist with registration and outreach as able?

- The agricultural employer survey results were shared with the LPHA and the LPHA has provided information to its Regional Emergency Coordinator (REC) about how the LPHA and its partners plan to use the survey results. OHA will be reviewing the information provided by the LPHA to the REC. Does the LPHA have any additional updates regarding work to serve agricultural workers in its jurisdiction since the LPHA last provided information to the REC?
- What steps have the LPHA and its partners taken to actively address vaccine confidence in the community?
- What plans do the LPHA and its partners have continue addressing vaccine confidence?
- What is the communications plan to dispel misinformation through a comprehensive, multi-modal communications strategy for communities experiencing racial and ethnic vaccine inequities in your jurisdiction? Examples could include: Spanish language radio spots, physically distanced outdoor information fair, training local faith leaders and equipping them with vaccine facts and information to refer a community member to a health care professional for follow up, etc.
- How has and how will the LPHA and its partners ensure language accessibility at vaccine events?
- What plans do the LPHA and its partners have to decrease transportation barriers to accessing vaccine?
- What plans do the LPHA and its partners have to ensure meaningful, low-barrier vaccine access for youth, especially those from Black, Indigenous, Tribal and other communities experiencing inequities in COVID-19 disease, death and vaccination?
- How will the LPHA and its partners regularly report on progress to and engage with community leaders from the Black, Indigenous, Tribal, other communities of color to regularly review progress on its vaccine equity plans and reassess strategies as needed?

### **Required Attestation Statement**

- Please copy/paste the statement in italics onto letterhead. The LPH administrator, LPH Officer and Chair of LPHA governing body are all required to sign (electronic signature accepted):

*We have each reviewed the attached responses to all questions and affirm that the LPHA jurisdiction will continue to make meaningful efforts to offer culturally-responsive, low-barrier vaccination opportunities, especially for populations in our jurisdiction experiencing racial or ethnic vaccine inequities. We commit to implementing this plan to close the racial and ethnic vaccine inequities in our jurisdiction.*

*The LPHA and its partners will continue to ensure that vaccine sites are culturally-responsive, linguistically appropriate and accessible to people with physical, intellectual and developmental disabilities and other unique vaccine access needs.*

### **Timeline and Review Process**

- Complete documentation (as outlined above) must be submitted by Close of Business on the Friday prior to the Friday on which the jurisdiction would move to Lower Risk. Announcement of jurisdictions moving to Lower Risk will be made on Tuesday prior to the Friday when movement will occur.
  - For example, to move to Lower Risk on Friday, May 21, LPHAs should submit complete documentation to OHA by 4:00 p.m. on Friday, May 14.
  - Jurisdictions moving to Lower Risk on Friday, May 21 will be announced on Tuesday, May 18.
- LPHAs submit the following to [paul.shively@dhsosha.state.or.us](mailto:paul.shively@dhsosha.state.or.us) by 4:00 p.m. on Friday a week prior to the Friday the jurisdiction seeks to move to Lower Risk:
  - Attestation Statement
  - Document that address each question outlined above by restating the question and providing response to each question individually.
  - Please note that late or incomplete submissions may result in delayed movement to Lower Risk due to additional review time required.
- Once OHA has reviewed and accepted the submission, the documentation and attestation statement will be posted on OHA's website.



**Disaster Management**  
 1710 Red Soils Ct., Ste. 225  
 Oregon City, OR 97045

T 503-655-8378

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

July 1, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the  
 State of Oregon acting by and through its Oregon Business Development Department and  
Clackamas County for receipt of Personal Protective Equipment

<b>Purpose/Outcomes</b>	Documentation of the value of Personal Protective Equipment (PPE) received by Clackamas County from Oregon Business Development Department (OBDD).
<b>Dollar Amount and Fiscal Impact</b>	Contract documents the value (\$14,710) of PPE. There is no direct fiscal impact as no payment is required for this IGA.
<b>Funding Source</b>	No general funds are involved
<b>Duration</b>	This Agreement shall become effective on the date of the last signature, and shall terminate on December 31, 2021, or the date in which the Coronavirus Aid, Relief, and Economic Security (CARES Act) funding expires, whichever occurs last, unless terminated earlier in accordance with Section 8.
<b>Strategic Plan Alignment</b>	Ensure Safe, Healthy, and Secure Communities by providing PPE to Clackamas County business's at no cost.
<b>Previous Board Action</b>	No previous Board action has been taken.
<b>County Counsel Review</b>	June 3, 2021 AN
<b>Procurement Review</b>	No procurement review required as this is an IGA.
<b>Contact Person</b>	Daniel Nibouar Phone: (503) 650-3381 Email: <a href="mailto:DNibouar@clackamas.us">DNibouar@clackamas.us</a>

**BACKGROUND:**

In response to the COVID 19 pandemic, OBDD has provided free PPE to counties across the state who were able to provide distribution channels to the local business community. Clackamas County received the PPE via the Logistics Section of the Emergency Operation Center (EOC). Working in partnership with Technology Services and Business & Community Services, an online request form system was developed where businesses could request PPE including but not limited to face masks, hand sanitizer and gowns. Requests were fielded through the EOC then sent to Logistics for fulfillment.

In order to document the value of the PPE, OBDD is authorized to enter into Intergovernmental Agreements for the distribution of grants from the Oregon Business, Innovation and Trade Fund established in ORS 285A.227, including this Agreement.



---

**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

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The value of PPE distributed to Clackamas County is \$14,710.00. This IGA documents the value of the PPE received by Clackamas County. No payment is required.

**RECOMMENDATION:**

Staff respectfully recommends approval of the IGA with the Oregon Business Development Department documenting receipt of PPE to support our business community.

Sincerely,

Daniel Nibouar, Interim Director  
Clackamas County Disaster Management

# INTERGOVERNMENTAL AGREEMENT

## Agreement No. C2021210

This Agreement is between the State of Oregon acting by and through its Oregon Business Development Department (“OBDD” or “Agency”) and Clackamas County (“Local Government” or “Recipient”), each a “Party” and, together, the “Parties”.

### **SECTION 1: AGREEMENT PURPOSE, AUTHORITY AND DISBURSEMENT GENERALLY**

The Governor’s office in partnership with the Oregon Legislature’s Emergency Board, on June 5, 2020, allocated \$10 Million from the federal CARES Act funding for the purchases of personal protective supplies (“PPE”) for small business. The State of Oregon is fulfilling eligible orders at no charge until PPE resources are depleted. OBDD shall work with local governments to distribute PPE and similar items such as gloves, masks and gowns to Oregon businesses, statewide.

OBDD is authorized to enter into Intergovernmental Agreements for the distribution of grants from the Oregon Business, Innovation and Trade Fund established in ORS 285A.227, including this Agreement. The maximum not-to-exceed grant value of PPE to be distributed to Recipient is \$14,710.00. OBDD will distribute the PPE to Recipient as described in Exhibit A.

This Agreement includes Exhibit A – Statement of Work, Exhibit B - Federal Terms and Conditions and Exhibit C - FEDERAL AWARD IDENTIFICATION (Required by 2 CFR 200.331(a)).

This Agreement shall become effective on the date of the last signature, and shall terminate on December 31, 2021, or the date in which the Coronavirus Aid, Relief, and Economic Security (CARES Act) funding expires, whichever occurs last, unless terminated earlier in accordance with Section 8.

### **SECTION 2: AUTHORIZED REPRESENTATIVES**

#### **2.1 Agency’s Authorized Representative is:**

Robert Ault  
Enterprise Innovation & Change Manager  
775 Summer St NE, Salem OR 97301  
503-551-0917  
Robert.Ault@oregon.gov

**2.2** Local Government’s Authorized Representative is:

Cindy Moore  
1710 Red Soils Ct  
Oregon City, OR 97045  
971-284-1002  
Cmoore@Clackamas.us

**2.3** A Party may designate a new Authorized Representative by written notice to the other Party.

**SECTION 3: RESPONSIBILITIES OF EACH PARTY**

- 3.1** Local Government shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.
- 3.2** Agency shall provide PPE to Local Government as described in Exhibit A. Agency has the right, in its sole discretion, to distribute PPE to Local Government in a value less than the maximum not-to-exceed value amount provided in Section 1.

**SECTION 4: REPRESENTATIONS AND WARRANTIES**

Local Government represents and warrants to Agency that this Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms.

**SECTION 5: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. Local government, by execution of this agreement, hereby consents to the in personam jurisdiction of said courts.

**SECTION 6: INDEMNITY**

Each party will defend (subject to ORS chapter 180), save and hold harmless the other from all claims, suits or actions of whatsoever nature, arising out of its activities under this agreement.



The parties' indemnification is limited to the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act and its limits.

## **SECTION 7: LIMITATION OF LIABILITY**

Neither party will be liable for incidental, consequential, or other indirect damages arising out of or related to this agreement, regardless of whether the liability claim is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this agreement in accordance with its terms.

## **SECTION 8: TERMINATION**

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

## **SECTION 9: MISCELLANEOUS**

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

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

**9.3 Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

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

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

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

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

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

**9.9 Force majeure.** Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

**9.10 Assignment and successors in interest.** Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

**9.11 Subcontracts.** Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

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

**9.13 Merger and waiver.** This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in

writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

**9.14 Records maintenance and access.** Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **SECTION 10: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below. Each party, by signature of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON acting by and through its Oregon Business Development Department**

\_\_\_\_\_ Date  
Chris Cummings, Assistant Director Economic Development

**Clackamas County**

\_\_\_\_\_  
Authorized Signature      Printed Name      Date

**Approved for Legal Sufficiency in accordance with ORS 291.047**

Not Required per OAR 137-045-0030  
\_\_\_\_\_

## **EXHIBIT A**

### **STATEMENT OF WORK**

OBDD will distribute PPE to Local Government in one or more deliveries and in amounts as OBDD in its sole discretion determines. Local Government will receive, store, and distribute PPE from OBDD.

- 1. Receiving PPE.** Local Government will arrange to accept delivery of PPE from OBDD according to a mutually agreed upon schedule.
- 2. Inspect of PPE.** Local Government will inspect the PPE and notify OBDD of defects.
- 3. Organize PPE.** Local Government will store and safeguard the PPE as necessary in order to make award decisions and prepare for the distribution of the PPE to Oregon businesses.
- 4. Distribution of PPE.** Local Government will make PPE award decisions and distribute the PPE to eligible Oregon small businesses according to criteria supplied by OBDD and in compliance with the Federal Terms and Conditions provided in Exhibit B. Notwithstanding the not-to-exceed amount provided for in Section 1, Local Government will make obligated small business award decisions only for those PPE resources from OBDD for which the Local Government has accepted delivery. OBDD may expand the scope of distribution as OBDD determines is necessary to serve Oregon businesses.
- 5. Reporting of PPE Distribution/ Return of PPE.** Local Government will make a record of the names of all businesses that receive PPE from the Local Government under this Agreement, along with the amount and type of PPE each respective business receives, providing the record to OBDD within 30 days of the final distribution, but no later than February 1, 2022. Local Government will also provide federal Progress Reports to OBDD and return any PPE as required by Exhibit B.

## **EXHIBIT B**

### **Federal Terms and Conditions**

#### **1. Background and Goals**

In response to the public health crisis in Oregon, the Intergovernmental Agreement provides personal protective equipment (PPE) provided for under the CARES Act, Coronavirus Relief Fund, that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
2. Were not accounted for in OBDD's or Local Government's budget most recently approved as of March 27, 2020; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 31, 2021.

#### **2. Project Activities, Schedule**

Coronavirus Relief Funds may be used only for costs resulting from COVID-19 that were incurred between March 1, 2020 and December 31, 2021. Pursuant to current U.S. Treasury Guidance, for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred).

Recipients must return any PPE that has not been awarded by December 31, 2021, to OBDD or as OBDD directs.

#### **3. U.S. Treasury Guidelines and Answers to FAQs**

Recipient will disburse and return the PPE in accordance with criteria and guidance established and updated by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Indirect/Administrative Costs. Recipient will not be reimbursed for any indirect costs with Agreement Funds in accordance with U.S. Treasury guidance. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by OBDD.

**4. Reporting Requirements**

Progress reports for the Coronavirus Relief Funds are due by October 5, 2021 (for the period October 1, 2020 to September 30, 2021) and within 30 days of the final distribution, but no later than February 1, 2022 (for the period October 1, 2021 to December 31, 2021). Recipient shall report the following information:

Amount of personal protective equipment distributed under this Agreement.

**5. Disbursement Provisions**

OBDD will disburse the PPE after the Agreement is signed and executed, as described in Exhibit A.

**6. Federal Funds**

OBDD’s PPE disbursements to Recipient under this Intergovernmental Agreement will be paid in whole or in part by funds received by the State of Oregon from the United States Federal Government. Recipient, by signing this Agreement, certifies neither it nor its employees, contractors, subcontractors or sub-Recipients who will perform the Project activities are currently employed by an agency or department of the federal government.

**7. Federal Provisions**

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

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

Recipient must include and incorporate the provisions described in this Exhibit in all contracts and subgrants that may use, in whole or in part, the funds provided by this Agreement.

In accordance with U.S. Treasury guidance – Recipient is subject to the following provisions, as applicable:

For purposes of these provisions, the following definitions apply:

“**Contract**” means this Agreement or any contract or subgrant funded by this Agreement

“**Contractor**” and “**Subrecipient**” and “**Non-Federal entity**” mean Recipient or Recipient’s contractors or subrecipients, if any.

**(A)** 2 CFR §200.303 Internal Controls

**(B)** 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

- (C)** Subpart F – Audit Requirements of 2 CFR §§200.500 through 200.521

  - i.** Recipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
  - ii.** If Recipient receives federal awards in excess of \$750,000 in a fiscal year, Recipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to OBDD within 30 days of completion.
  - iii.** Recipient must save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.
- (D)** System for Award Management. Recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "sub-Recipients"), including restrictions on subawards to entities that do not acquire and provide (to the Recipient) the unique entity identifier required for SAM registration.
- (E)** Federal Whistleblower Protection. Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, enhancement of employee protection from reprisal for disclosure of certain information.

## EXHIBIT C

### FEDERAL AWARD IDENTIFICATION

#### (Required by 2 CFR 200.331(a))

(i) Recipient Name*: <i>(must match DUNS registration)</i>	Clackamas, County of
(ii) Recipient's DUNS number:	09-699-2656
(iii) Federal Award Identification Number (FAIN):	NA
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	June 5, 2020
(v) Agreement period of performance start and end dates:	Start: March 1, 2020 End: December 31, 2021
(vi) Total amount of federal funds obligated by this Agreement:	\$14,710.00
(vii) **Total amount of federal award committed to Recipient by Agency: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$14,710.00
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
Name of pass-through entity:	Oregon Business Development Department
Contact information for awarding official of pass-through entity:	Robert Ault <a href="mailto:Robert.Ault@oregon.gov">Robert.Ault@oregon.gov</a> 503-551-0917
(x) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount:
(xi) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

\*\*The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.





Disaster Management  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

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

July 1, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a FY18 State Homeland Security Program (SHSP) Grant Agreement extension between  
Clackamas County and the State of Oregon for a Regional Fuel Shortage Plan.

<b>Purpose/Outcomes</b>	This amendment is the first amendment to agreement #18-206 between Clackamas County and the State of Oregon to extend the current agreement for the development of a regional fuel shortage plan.
<b>Dollar Amount and Fiscal Impact</b>	FY18 SHSP funds under the Clackamas County agreement will remain at \$175,000. There is no increase.
<b>Funding Source</b>	FY18 SHSP grant via the Oregon Military Department, Office of Emergency Management. No general fund dollars involved.
<b>Duration</b>	The agreement is effective from the date both parties have signed and shall end, unless otherwise terminated or extended, on September 30, 2021.
<b>Previous Board Action/Review</b>	The Board of County Commissioners approved the FY18 SHSP Agreement with the on February 1, 2018, agenda item D.1.
<b>Strategic Plan Alignment</b>	Ensure Safe, Healthy and Secure Communities by developing a plan to address strategies and coordination in the event of a major fuel shortage.
<b>Counsel Review</b>	
<b>Contact Person</b>	Daniel Nibouar –Disaster Management x.3381
<b>Contract No.</b>	N/A

**BACKGROUND:**

The State Homeland Security Grant Program (SHSP) provides funding to support the implementation of risk-driven, capabilities-based, State Homeland Security Strategies to address capability targets. In FY 18, \$175,000 was awarded to Clackamas County to support the development of emergency fuel plans for Clackamas and Multnomah Counties. This funding supports a wider regional effort to align strategies and coordination in the event of a major fuel shortage or supply chain disruption. Urban Areas Security Initiative (UASI) funds are also supporting this project.

This amendment supports the continuation of emergency fuel planning efforts, which were delayed due to ongoing response efforts to COVID-19, September 2020 Wildfires, and 2021 Winter Ice Storm events.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this agreement.

Respectfully submitted,

Daniel Nibouar, Interim Director

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
STATE HOMELAND SECURITY PROGRAM  
CFDA # 97.067**

***AMENDMENT #1***

**This is Amendment #1 to Grant Agreement #18-206 effective December 12, 2018, between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Clackamas County.**

**THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):**

Section 1: Section 1 is hereby amended as follows:

**Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2018** and ending, unless otherwise terminated or extended, on *[September 30, 2020]* **September 30, 2021** (the "Grant Award Period"). No Grant Funds are available for expenditures after the Grant Award Period. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement..

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

Approved by:

---

Traci Naile, Operations and Preparedness Section Manager, OEM

Date

---

Signature of Authorized Subgrantee Official

Date

Staff Report for Board of County Commissioners  
 From: Tourism & Cultural Affairs  
 RE: Funding Agreement for Clackamas County Arts Alliance  
 Date: 06/16/2021

Members of the Board:

**Approval of contract to receive Regional Cooperative Tourism Program funds for FY20/21 from Travel Portland.**

Purpose/Outcome	This contract allows Tourism to receive \$169,511 to implement tourism development and promotion tactics that support tourism in Clackamas County.
Fiscal Impact	\$169,511 revenue for Tourism in FY20/21.
Funding Source	Travel Portland's Regional Cooperative Tourism Program
Duration	This contract expires on June 30, 2021.
Counsel Review	If item is a contract, including IGAs, leases, or other binding agreements, please put in the date of County Counsel Review and the initials of the attorney performing the review. 1. 6/14/21 2. AN
Staff Recommendation	Staff recommend approval of the agreement.
Contact Person	Samara Phelps, Tourism & Cultural Affairs <a href="mailto:samara@mthoodterritory.com">samara@mthoodterritory.com</a>
Attached	Travel Portland Personal/Professional Services Contract – Regional Cooperative Tourism Program Partner Agreement

**BACKGROUND:**

Travel Portland serves as the Regional Destination Management Organization for Travel Oregon's Regional Cooperative Tourism Program. The funds for this program are generated by the state transient lodging tax (TLT) and distributed to the seven tourism regions. Travel Portland then distributes a portion of the Portland Region allocation to subregional partners based on where the TLT was generated. For FY220/21 Clackamas County's allocation is \$169,511. These funds will be used to implement tourism tactics that align with the regional strategies and meet Clackamas County's tourism partner's needs. Approval of this contract before June 30, 2021 ensures Clackamas County receives the FY20/21 allocation.

**TRAVEL PORTLAND PERSONAL/PROFESSIONAL SERVICE CONTRACT  
REGIONAL COOPERATIVE TOURISM PROGRAM PARTNER AGREEMENT**

This contract for professional services (“**Contract**”) number **RCTP-CCTCA-TP-2020-21** is between Travel Portland (“**Travel Portland**”) and Clackamas County (“**Contractor**”). Travel Portland’s Contract Administrator for this Contract is identified in section 21.

**c**

**1. Contract Term.** This Contract is effective on the earlier of **July 15, 2020**, or the date it has been signed by Travel Portland and Contractor, and all required Travel Portland approvals have been obtained. This Contract continues through **June 30, 2021**, unless earlier terminated or extended by written, fully executed amendment. Contract termination does not extinguish or prejudice Travel Portland's right to enforce this Contract with respect to any default by Contractor that has not been cured.

**2. Statement of Work; Consultant and Facilitation Services; Work Product; Deliverables.** Contractor shall provide the services and deliver all associated deliverables (“**Work Product**”) described in **Exhibit A, Statement of Work (“Services”)**, which is attached and incorporated into this Contract.

**3. Consideration.**

**3.1.** As payment in full for Services, Travel Portland shall pay Contractor at the rates specified in Exhibit A.

**3.2.** Travel Portland will reimburse Contractor for reasonable and necessary travel and other expenses only if expressly provided in Exhibit A.

**3.3.** The maximum, not-to-exceed amount payable to Contractor under this Contract, including all payments pursuant to Section 3.1 and any allowable expenses pursuant to section 3.2, is **\$169,511.00**. Contractor shall not submit invoices for and Travel Portland is not obligated to pay, any compensation in excess of this amount. If this maximum amount is increased by Contract amendment, the amendment must be fully effective before Contractor performs any Services subject to the amendment.

**3.4.** Travel Portland is not obligated to pay Contractor for any Services unless such Services are complete, conform to the Contract specification, and otherwise conform to the warranties and other terms of this Contract.

**3.5.** Contractor shall submit invoices no more than twice yearly to Travel Portland’s Contract Administrator for Services performed. Contractor shall describe in each invoice all Services performed, the dates of performance, and by whom such Services were performed, and shall itemize and explain all expenses for which Contractor claims reimbursement.

**4. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, Exhibit A: Statement of Work), Exhibit B: Insurance Requirements and Exhibit C: Approved RCTP Plan. Exhibits A – C are attached and incorporated into this Contract.

**5. Independent Contractor; Responsibility for Taxes and Withholding.**

**5.1.** Contractor performs all Services as an independent Contractor. Contractor is responsible for determining the appropriate means and manner of performing the Services.

**5.2.** Contractor shall pay all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Travel Portland will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

**6. Subcontracts and Assignment; Successors and Assigns.** Contractor shall not enter into any subcontracts for any of the Services required by this Contract without Travel Portland's prior written consent. Travel Portland's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns, if any. Contractor shall not assign, delegate, or transfer any of its rights or obligations under this Contract without Travel Portland's prior written consent.

**7. No Third-Party Beneficiaries.** Travel Portland and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or is construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**8. Funds Available and Authorized Payments.** Contractor will not be compensated for work performed under this Contract by any other agency. Travel Portland certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract within Travel Portland's current biennial appropriation or limitation. Contractor understands and agrees that Travel Portland's payment of amounts under this Contract is contingent on Travel Portland receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Travel Portland, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

**9. Representations and Warranties.**

**9.1. Contractor's Representations and Warranties.** Contractor represents and warrants to Travel Portland that:

**9.1.1.** Contractor has the power and authority to enter into and perform this Contract;

**9.1.2.** this Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable according to its terms;

**9.1.3.** Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and according to standards prevalent in Contractor's industry, trade or profession; and

**9.1.4.** Contractor is and will at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Services.

**9.1.5.** Contractor has all rights necessary in the Work Product to grant the rights to the Work Product required under this Contract and Travel Portland's use of the Work Product shall not infringe the copyright or other intellectual property or proprietary rights of any third party;

**9.1.6.** To the best of Contractor's knowledge, the photographic images and Travel Portland's authorized use of the images hereunder will not give rise to a claim by any persons depicted in the photographic images or by any third party of defamation, invasion of privacy, appropriation of likeness, unreasonable intrusion, public disclosure of private facts and holding up to a false light in the public eye;

**9.1.7.** All releases, permissions, and consents required in relation to the depiction of persons featured in the photographic images have been obtained for the purposes of Travel Portland's authorized use of the Work Product under this Contract;

**9.2. Warranties cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**10. Ownership of Work Product.** All Work Product is the exclusive property of the Contractor. Contractor hereby grants to Travel Portland a perpetual, non-exclusive license to use, reproduce, display, publish and create derivative works of the Work Product. Unless otherwise provided in the Statement of Work, Travel Portland's use of the Work Product includes the right for Travel Portland to sublicense photographic images to state and local government agencies and to industry partners who comprise the news media, tour operators, meeting planners and other authorized third parties ("Sublicensees").

**11. Indemnity.**

**11.1. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify Travel Portland, and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the alleged negligent or willful acts, omissions, or any breach of this Contract by the Contractor or its officers, employees, subcontractor, or agents under this Contract.

**11.2. Control of Defense and Settlement.** Contractor shall have control of the defense and settlement of any claim that is subject to sections 11.1; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Travel Portland, nor purport to act as legal representative of Travel Portland without first receiving from Travel Portland authority to act as legal counsel, nor shall Contractor settle any claim, action or suit on behalf of Travel Portland without the approval of Travel Portland. Travel Portland may, at its election and expense, assume its own defense and settlement in the event that Travel Portland determines that Contractor is prohibited from defending Travel Portland, or is not adequately defending Travel Portland's interests, or Travel Portland desires to assume its own defense.

**12. Insurance.** Contractor shall maintain the insurance coverage specified in Exhibit B, Insurance.

**13. Termination.**

**13.1. Termination by Travel Portland for Convenience.** At its sole discretion, Travel Portland may terminate this Contract for its convenience upon sixty (60) days written notice to Contractor.

**13.2. Termination by Travel Portland for Cause.** In addition to any other rights and remedies Travel Portland may have under this Contract, Travel Portland may terminate this Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as Travel Portland may establish in such notice, upon the occurrence of any of the following events:

**13.2.1.** Funding from federal, state, or other sources is not obtained and continued at levels sufficient to pay for Contractor's Services;

**13.2.2.** Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited or Travel Portland is prohibited from paying for such Services from the planned funding source;

**13.2.3.** Contractor no longer holds a license or certificate that is required to perform the Services; or

**13.2.4.** Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Services in conformance with the requirements and warranties provided herein, or so fails to pursue the Services as to endanger Contractor's performance under this Contract according to its terms, and such breach, default or failure is not cured within ten (10) business days after delivery of Travel Portland's notice or such longer period as Travel Portland may specify in such notice.

**13.3. Termination by Contractor.** Contractor may terminate this Contract if Travel Portland fails to pay Contractor any amount pursuant to the terms of this Contract, and Travel Portland fails to cure such failure within thirty (30) days after Contractor's notice of termination for nonpayment, or such longer period as Contractor may specify in such notice.

**13.4.** Contract termination pursuant to this section 13 shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receive a notice of termination under this section 13, Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by Travel Portland in the notice of termination. Further, upon termination, Contractor shall deliver to Travel Portland all documents, information, works-in-progress, Work Product, and other property that is or would be deliverables had this Contract been completed.

**14. Confidentiality.** Contractor acknowledges that Contractor and its employees or agent may, in the course of performing Services under Contract, be exposed to our acquire communication that is confidential, privileged communication not intended to be disclosed to third parties.

Contractor agrees that any Work Product created by Contractor and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract is deemed "Confidential Information" of Travel Portland. Confidential Information does not include information which is or becomes (other than by disclosure by Contractor) publicly known.

Contractor agrees to hold such Confidential Information in strict confidence and to not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such information for any purposes whatsoever other than the provision of Service to Travel Portland. Contractor agrees to advise each of its employees and agents of their obligations to keep such information confidential.

**15. Records Maintenance; Access.** Contractor shall maintain all financial records relating to this Contract according to generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Travel Portland and its duly authorized representatives shall have access to such financial records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract,



whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract.

**17. Limitation of Liabilities.** Travel Portland and Contractor are not liable for (i) any indirect, incidental, consequential or special damages under this contract of (ii) any damage of any sort arising solely from the termination of this contract in accordance with its terms.

**18. Force Majeure.** Travel Portland and Contractor are not liable for delay or default caused by fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was beyond the reasonable control of Travel Portland or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 13, 14, 15, 19, 24, and 25.

**20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

**21. Notice.** Except as otherwise expressly provided in this Contract, any notices between the parties that relate to this Contract must be given in writing and delivered by one of the following methods: United States Postal Service (postage prepaid), express courier, facsimile, email or personal delivery to the other party at the physical address, facsimile number or email address set forth below or to such other addresses or numbers as either party may hereafter designate in writing. Any notice mailed or couriered is effective three (3) calendar days after the postmark date or the date that the notice is submitted to the courier for delivery, respectively. Any notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of a successful transmission, if transmission was during normal business hours, or on the next business day, if the transmission was outside normal business hours of the recipient. Any notice delivered by email is effective on the day the email was received by the recipient, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hour of the recipient. To be effective against Travel Portland, Contractor must confirm by telephone call to Travel Portland's Contract Administrator, Travel Portland's receipt of any notice transmitted by facsimile or email. Any notice given by personal delivery is effective immediately if delivery is made to the following individuals identified below.

If to Travel Portland:	If to Contractor:
Megan Conway Chief Strategy Officer Travel Portland 100 SW Main Street, Suite 1100 Portland, OR 97204  (503) 275-9795 (voice) Email: <a href="mailto:megan@travelportland.com">megan@travelportland.com</a>	Tootie Smith Chair, Board of Commissioners Clackamas County 2051 Kaen Road Oregon City, OR 97045  (503) 655-8581 (voice) Email: <a href="mailto:bcc@clackamas.us">bcc@clackamas.us</a>

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

**23. Counterparts:** This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed constitutes an original.

**24. Choice of Law; Designation of Forum; Federal Forum.**

**24.1. Choice of Law.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

**24.2. Designation of Forum.** Any claim, action, suit or proceeding (collectively, "Claim") between Travel Portland and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for Multnomah County. Contractor hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**24.3. Federal Forum.** Notwithstanding section 24.2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.

**25. Merger Clause; Waiver.** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, regarding this Contract that are not specified in this Contract. No waiver, consent, modification or change of terms of this Contract binds all parties unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given. The failure of Travel Portland to enforce any provision of this Contract does not constitute a waiver by Travel Portland of that or any other provision.

**26. Contractor Data and Certification.**

**26.1. Contractor Tax Identification Information.** Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. Social Security Numbers provided pursuant to this Section will be used for the administration of state, federal and local tax laws.

**Name (tax filing):** Clackamas County

**Address:** 2051 Kaen Road  
Oregon City, OR 97045

**Citizenship, if applicable:** Non-resident alien  Yes  No

**Business Designation (check one):**

Corporation  Partnership  Limited Partnership  Limited Liability Company   
Limited Liability Partnership  Sole Proprietorship  Other \_\_\_ County Government \_\_\_

**Federal Tax-ID#:** \_\_\_\_\_ 93-6002286 \_\_\_\_\_

**Oregon State Tax ID #:** \_\_\_\_\_ N/A \_\_\_\_\_

(Contractor must complete, sign and return W-9 form)

Travel Portland may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

**26.2. Certification.** The Contractor certifies and swears under penalty of perjury that: (a) the number shown above is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) the individual is authorized to act on behalf of Contractor, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the individual's knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax for

Emergency Communications), 118 (Inheritance Tax), 314, (Income Tax), 316, (Personal Income Tax), 317 (Corporation Excise Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes and Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310-706 and any local taxes administered by the Department of Revenue under ORS 305.620.

**27. Stop-Work Order.** Travel Portland may, at any time, by written notice to Contractor, require Contractor to stop all, or any part, of the work required by this Contract for a period of up to 180 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Contractor shall immediately comply with the stop-work order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop-work-order notice. Within a period of 180 days after issuance of the notice, or within any extension of that period to which the parties have agreed, Travel Portland shall either:

- a. Cancel or modify the stop-work order by a supplemental written notice; or
- b. Terminate the work as permitted by either the Convenience or Cause provisions of Section 13.

If the stop-work order is canceled, Travel Portland may, in its sole discretion and after receiving and evaluating a request by Contractor, agree to adjust the Contract term or price by a duly executed amendment.

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


**CONTRACTOR**

By: \_\_\_\_\_  
Tootie Smith

Title: Chair, Board of Commissioners

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

**TRAVEL PORTLAND**

By:  \_\_\_\_\_  
Megan Conway

Title: Chief Strategy Officer  
Jun 15, 2021

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

**EXHIBIT A**  
**RCTP – PORTLAND REGION FY 2020-21**

Contractor will provide Travel Portland with a **Regional Cooperative Tourism Program** strategy (“**RCTP Plan**”) using provided templates that outline sub-regional priority initiatives and intended future activities through investment of allocated funds. Initiatives and activities may include but are not limited to: branding, marketing, increasing domestic and international visitors, improving or expanding tourism product, supporting tourism business and economic development, destination management and improving visitor experiences in the region. Contractor will use state lodging tax funds provided by the **Oregon Tourism Commission** (“**OTC**”) to execute an approved RCTP Plan for the utilization of funds provided in this agreement.

**STATEMENT OF WORK:**

**Contractor will:**

- a. Develop and submit an RCTP Plan using OTC provided spreadsheets and templates for OTC review and approval. The plan will include budgets and other detail with particularity related to proposed investment. RCTP money will not be distributed until the Plan is approved by Travel Portland and OTC. Approved Plan and other documentation will be kept on file with Travel Portland and OTC and hereby incorporated into this agreement as Exhibit C.
- b. Comply with all RCTP guidelines, including requirements to convene stakeholder meetings to solicit RCTP Plan input and report out on approved RCTP Plan.
- c. Expend RCTP money in accordance with the approved RCTP Plan. Retain all invoices, expense documentation, receipts, marketing materials and other documentation related to implementation of the Plan.
- d. Maintain all above-mentioned documentation for a period of three (3) years and make such documentation available to Travel Portland, OTC and their authorized agents or auditors upon request.
- e. Provide mid-year and year-end progress and financial reports to Travel Portland by the established deadlines. Contractor will request, in writing, any needed extensions or clarification at least 1 week prior to the due dates of each report.
- f. Serve as a regional industry resource to Travel Portland and OTC on matters of importance to Oregon’s tourism industry, including providing local and regional policy information as needed and developing coalitions or community grassroots networks to disseminate information on matters of importance to Oregon’s tourism industry as appropriate.
- g. Convene meetings with local industry members as well as with regional leadership teams and other public and private partners to foster alignment with statewide and regional tourism strategy intended to optimize the economic impacts of tourism in the region.
- h. Work as a communication resource to Travel Portland and OTC to deliver OTC provided industry information, including distribution and response to “call-outs” for sales and development efforts, to local and regional industry members and key stakeholders. Contractor will from time to time, as requested, and when possible, solicit industry and

stakeholder feedback or input on OTC initiatives or other industry initiatives and provide information to OTC.

- i. Expend the state dollars provided through this agreement in a manner consistent with the approved RCTP Plan and budget. RCTP Plan modifications, including budget modifications of more than \$5,000.00, must be approved in writing in advance. Contractor may not use RCTP funds to retire any debt or to cover any costs incurred prior to the effective date of this agreement.
- j. Report to Travel Portland any funds remaining unspent as of June 30, 2021, and detailed plans for their expenditure as part of an approved FY21-23 RCTP plan.
- k. As stated in section 10 of this agreement, all Work Product is the exclusive property of the Contractor. Contractor hereby grants to Travel Portland and OTC a perpetual, non-exclusive license to use, reproduce, display, publish and create derivative works of the Work Product.

**BUDGET SUMMARY**

Contractor will conduct work identified in this agreement with funds provided by Travel Portland as follows:

	<b>2020-2021</b>	<b>BUDGET</b>
	FY20-21 RCTP Funds	\$169,511.00
	FY19-20 RCTP Funds to be carried over to FY21-23	\$10,510.00
	<b>TOTAL:</b>	<b>\$180,021.00</b>

**SCHEDULE**

Contract anticipates the following schedule for each year of this agreement:

- July 10: Contract for services executed by Travel Portland and sent to Contractor.
- Contractor executes agreement and returns along with an invoice requesting payment to [amanda@travelportland.com](mailto:amanda@travelportland.com). Invoice must include contract number and reference “2020-21”.
- Mid-year progress report due on date provided by Travel Portland, but not sooner than January 31.
- July 31: Annual year-end reports for use of all direct regional investment money due.

**PAYMENT SCHEDULE**

Upon execution of the Contract, Contractor will send a signed copy of the Contract with an updated Federal Form W-9 to [amanda@travelportland.com](mailto:amanda@travelportland.com). In no case will the payment for all services exceed the maximum, not-to-exceed amount of this agreement unless an amendment to this agreement is signed by all parties authorizing additional payment. Terms for all payments are net 30 from receipt and acceptance of itemized invoice. All invoices will include reference to this contract number: RCTP-CCTCA-TP-2020-21. No payments will be made without detailed invoice or until Contractor provides updated Federal Form W-9.

**Travel and Other Expenses.**

Travel and related other expenses are not authorized under this Agreement as separate Contractor compensation.

**EXHIBIT B  
INSURANCE REQUIREMENTS**

During the term of this Contract, Contractor must maintain in force at its own expense, each insurance noted below:

**(Travel Portland must check boxes for #2, #3, and #4 as to whether insurance is required or not.)**

1.  **Required by Travel Portland of Contractors with one or more workers, as defined by ORS 656.027, Worker's Compensation:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
  
2.  **Required by Travel Portland**  **Not required by Travel Portland.**  
**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than  \$200,000,  \$500,000,  \$1,000,000  \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional Services to be provided under this Contract.
  
3.  **Required by Travel Portland**  **Not required by Travel Portland.**  
**General Liability** insurance with a combined single limit, or the equivalent, of not less than  \$500,000,  \$1,000,000  \$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that Travel Portland and its officers and employees are Additional Insureds but only with respect to the Contractor's Services to be provided under this Contract.
  
4.  **Required by Travel Portland**  **Not required by Travel Portland.**  
**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than  Oregon Financial Responsibility Law (ORS 806.060)  \$200,000,  \$500,000,  \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
  
5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to Travel Portland;
  
6. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to Travel



Portland prior to commencing work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to Travel Portland's acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to Travel Portland. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions or self-insurance.

## EXHIBIT C

# Revised Clackamas County Tourism and Cultural Affairs Plan

**Total Budget: \$180,021.00**

*(includes FY19-20 carryover of \$10,510)*

## Destination Development

### Destination Development Tactic 1:

#### Visitor Management – COVID-friendly Experience Development – Travel Oregon Program

**Budget:** \$20,000

**Start Date:** July 2020

**End Date:** June 2021

**Tactic description:** Investments to support tourism businesses and visitor experiences during the COVID-19 crisis may vary by region. Specific investment activities include:

- Oregon Food Trails program connects small and locally owned businesses to visitors. RDMOs and food trail leads can play a vital role supporting businesses by connecting them to technical assistance resources, providing opportunities to virtually convene and build new collaborations, and to drive marketing to these unique businesses. Ultimately these investments will help local economies bounce back, while helping to disperse visitors by directing them off the beaten path to less crowded and more open-air destinations where social distancing can be maintained. Specific activities to support food trail leads and food trail businesses include:
  - Survey food trail businesses to determine which businesses have closed permanently or temporarily or have made changes to seasonal hours or offerings that should be reflected online and in the brochure.
  - Produce a rack card, especially if the composition of the trail has changed significantly, to use in place of the brochure for the next several months, directing visitors to the food trail website for current business information.
  - Revise their websites to keep business listings and trip ideas up to date.
  - Develop video content to inspire visitors to explore the food trail on their Oregon road trip this summer/fall.

- Help tell the story of safety protocols businesses have in place to make experience comfortable for guests.
- Also see the Virtual Training, Engagement and Assistance Program opportunity to connect your culinary and agritourism businesses to trainings, engagement and assistance programming to support visitor-readiness plans and protocols, improve business communications and navigate land use questions.
- Culinary and Agritourism Food Systems Investments support restaurants and many culinary and agritourism experiences that have been required to close or drastically cut business operations, requiring massive changes to how people experience “Oregon’s Bounty.” This menu item triggers RDMOs to invest in alternative ways for visitor to engage with this critical element of our industry, through investments that can include supporting online sales applications, bolstering local supply chain connectivity, and supporting local businesses by helping package local or regional sourced food and beverage promotional packages.
- Outdoor Recreation Adventure Maps, printed and/or online, provide visitors with information about more front and back country recreation adventures that are perfect for the active traveler seeking more spread out experiences. The adventure map project offers communities a professional-level template and toolkit that can be used to create a map for showcasing the variety of dispersed recreation opportunities, encouraging longer stays and increased spending while getting people into more remote locations. As these maps will highlight priority experiences, the map is also an excellent organizing tool for connecting to related businesses and public assets to make sure that they are ready for visitation.
- River recreation is a visitor experience with widespread appeal, yet often underutilized. Enhancing Oregon’s river recreation opportunities can drive economic impact, support business development, encourage stewardship behaviors and improve dispersed recreational usage that supports livability for visitors and locals. Investments in river recreation development would go towards relatively shovel-ready projects focused on access, infrastructure, signage, new marketable experiences, marketing/communications, water trail development and front-line staff training. These investments could be designed towards direct funding of project costs or capacity to implement through contractors.

## Global Marketing

### Global Marketing Tactic 1: Digital Marketing - Regional Investment

**Budget:** \$30,121

**Start Date:** Fall 2020 dependent on travel guidelines

**End Date:** June 2021

**Tactic description:** Digital Marketing including SEM that drives traffic to content designed to generate multiday stays, highlight main street experiences and water tourism opportunities.

**Global Marketing Tactic 2:  
Your Story Everywhere – Travel Oregon Program**

**Budget:** \$9,900

**Start Date:** July 2020

**End Date:** June 2021

**Tactic description:** Everyone has a story to tell. But do you have millions of consumers to share it with? Now you can, and we can help. Sponsor your story on traveloregon.com. With the YSE program, DMOs can now feature paid editorial written by Travel Oregon's editorial team and publisher, MEDIAmerica.

**Global Marketing Tactic 3:  
Travel Oregon Remarketing Digital Ad Co-op – Travel Oregon Program**

**Budget:** \$5,000

**Start Date:** July 2020

**End Date:** June 2021

**Tactic description:** Travel Oregon is partnering with Madden Media to offer a digital remarketing opportunity. One partner per region (RDMO first right of refusal) can work directly with Madden Media to create a scalable campaign driving traffic directly to the partner's website. Monthly reporting delivered.

**Global Marketing Tactic 4:  
Custom Media Content or Possible Broadcast Opportunity – Travel Oregon Program**

**Budget:** \$40,000

**Start Date:** July 2020

**End Date:** June 2021

*\* This opportunity is contingent on and must be aligned with Governor Brown's phased Reopening Oregon Framework. Non-essential travel must be allowed across the state.*

**Tactic description:** Travel Oregon has custom content partnership available with three media partners: Bustle, Outside and Weekend Sherpa. By partnering with a vendor in this program you will get custom creative developed that is designed to feature the region and paid media to target their audience. Opportunity of 1 investment per region. Travel Oregon will review for partner viability before buys are complete.

- **Bustle:** Bustle Group has 10 million readers in CA, WA, AZ and ID. Leverage their extensive reach and fun-loving tone to excite readers about Oregon.
- **Outside:** Lean on Outside's expertise to promote Oregon's more remote regions to nature and active vacation enthusiasts.
- **Weekend Sherpa:** Weekend Sherpa's highly active and engaged Northern California readers make a perfect audience for Oregon's adventures.

### **Global Marketing Tactic 5: Oregon Media Activation – Travel Oregon Program**

**Budget:** \$5,000

**Start Date:** July 2020

**End Date:** June 2021

*\* This opportunity is contingent on and must be aligned with Governor Brown's phased Reopening Oregon Framework. Non-essential travel and the ability to have gatherings of 25+ must be allowed across the state.*

**Tactic description:** Travel Oregon and regional partners will host an in-state, Oregon-themed media event. This opportunity is available in place of the NYC media activation as it's crucial to invest in our local economy. Regional and national media will be invited and there will be opportunities for pre/post familiarization tours. Travel Oregon will project manage the event and look for regional input throughout the planning process. The goal of this event will be to introduce media to regional partners and inspire future media coverage.

### **Global Marketing Tactic 6: Hosting Fams - Regional Investment**

**Budget:** \$5,000

**Start Date:** September 2020

**End Date:** June 2021

**Tactic description:** This tactic is to support hosting qualified media or trade requests for in destination experiences when appropriate.

**Staffing/Overhead: \$65,000**






# Final CCTCA FY20-21 Contract 6.15.21

Final Audit Report

2021-06-15

Created:	2021-06-15
By:	Amanda Lowthian (amanda@travelportland.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAakVMmsTGhw28FoqXQI4clJ1j5J-KzDyzZ

## "Final CCTCA FY20-21 Contract 6.15.21" History

-  Document created by Amanda Lowthian (amanda@travelportland.com)  
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June 24, 2021

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

Members of the Board:

Approval of an Intergovernmental Agreement Amendment #1 between  
 North Clackamas Parks and Recreation District and Clackamas Community College for  
Community Based Instructional Programs

<b>Purpose/Outcomes</b>	This amendment allows North Clackamas Parks and Recreation District (NCPRD) to continue partnering with Clackamas Community College (CCC) to deliver community based instructional programs at the Aquatic Park and receive reimbursement from Summer 2021 through Spring 2022 terms.
<b>Dollar Amount and Fiscal Impact</b>	This IGA will provide \$11,631 of revenue in FY 21-22.
<b>Funding Source</b>	Anticipated revenue included in FY 21-22 NCPRD adopted budget for recreation services programming. No funds paid by NCPRD.
<b>Duration</b>	July 1, 2021 through June 30, 2022. 1 <sup>st</sup> of three (3) optional renewals.
<b>Strategic Plan Alignment</b>	1. This partnership assists in providing program offerings that promote and enhance healthy and active lifestyles of our residents. 2. This agreement shows transparency in budget process, which aligns with the County strategic priority of Building Public Trust through Good Government.
<b>Previous Board Action</b>	7/23/2020 Business Meeting – Approved renewal for FY 20-21.
<b>Counsel Review</b>	If item is a contract, including IGAs, leases, or other binding agreements, please put in the date of County Counsel Review and the initials of the attorney performing the review. 1. 6/8/21 2. JM
<b>Procurement Review</b>	1. Was the item processed through Procurement? No 2. This is an IGA.
<b>Contact Person</b>	Kandi Ho, NCPRD <i>Acting Director</i> , 503-794-8001

**BACKGROUND:**

The North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), requests approval of an Intergovernmental Agreement (IGA) Amendment with Clackamas Community College (CCC) for



planning, promoting and delivering a variety of community based instructional programs. During FY 21-22, NCPRD anticipates providing services up to 31 total full time equivalent students (in accordance with OAR 589-001-0300), and receiving reimbursement from CCC in the amount of \$11,631. This IGA is renewed annually.

**RECOMMENDATION:**

Staff recommends the Board approve this IGA renewal and sign the amendment to renew the agreement.

**ATTACHMENTS:**

1. IGA with Clackamas Community College Community for Educational & Enrichment Services.

Respectfully submitted,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman, Interim Director  
Business and Community Services

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
NORTH CLACKAMAS AQUATIC PARK  
AND CLACKAMAS COMMUNITY COLLEGE AMENDMENT #1**

Amendment and renewal of Intergovernmental Agreement between the North Clackamas Parks and Recreation (“District”) and Clackamas Community College (“College”) Dated July 23, 2020 for the provision of community based instructional programs at the North Clackamas Aquatic Center.

This Amendment adds language to Terms of Agreement.

**AMEND:**

**1. Term**

**CHANGE TO ADD:**

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 1 (one) of 3 (three) renewals on this contract dated July 23, 2020.

This Amendment, when signed by the College and the Chair of the Board of Directors for the District, on behalf of the District, will become part of the contract document dated July 23, 2020.

**Clackamas County Board of Commissioners on Behalf of North Clackamas Parks and Recreation District:**

**Clackamas Community College:**

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

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

\_\_\_\_\_  
Date

Alissa Mahar  
\_\_\_\_\_  
Printed Name

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

6/9/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form

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



**BUSINESS AND COMMUNITY SERVICES  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building  
150 Beaver Creek Road, Oregon City, OR 97045

Sarah Eckman, Interim BCS Director

June 24, 2021

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

Members of the Board:

Approval of Amendment #1 to renew Intergovernmental Agreement between  
North Clackamas Parks and Recreation District and Clackamas Community College for  
Educational & Enrichment Services

<b>Purpose/Outcomes</b>	This amendment allows North Clackamas Parks and Recreation District (NCPRD) to partner with Clackamas Community College (CCC) for provision of program instruction from Summer 2021 through Spring 2022 terms. Classes to be held at the Milwaukie Center.
<b>Dollar Amount and Fiscal Impact</b>	This IGA represents \$51,792 of anticipated instructional expenditure in FY 21-22.
<b>Funding Source</b>	Included in the NCPRD FY 21-22 budget expenditures for older adult and recreation programming services. No County General Fund.
<b>Duration</b>	June 21, 2021 through June 16, 2022. This is 1 <sup>st</sup> of three (3) possible renewals.
<b>Strategic Plan Alignment</b>	1. This partnership assists in providing discounted programming offerings that promote and enhance healthy and active lifestyles of our residents. 2. This agreement shows transparency in budget process, which aligns with the County strategic priority of Building Public Trust through Good Government.
<b>Previous Board Action</b>	7/23/2020 Business Meeting – Approved renewal for FY 20-21.
<b>Counsel Review</b>	If item is a contract, including IGAs, leases, or other binding agreements, please put in the date of County Counsel Review and the initials of the attorney performing the review. 1. 6/8/21 2. JM
<b>Procurement Review</b>	1. Was the item processed through Procurement? No 2. This is an IGA.
<b>Contact Person</b>	Kandi Ho, NCPRD <i>Acting Director</i> , 503-794-8001

**BACKGROUND:**

The North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), requests approval of an Intergovernmental Agreement (IGA) with Clackamas Community College (CCC) for educational & enrichment services at the Milwaukie Center through the 2021-22 fiscal year.

The annual renewal of this IGA allows NCPRD to partner with CCC for the provision of program instructors to lead classes to be held at the Milwaukie Center. CCC will provide up to 2,448 hours of instruction with a maximum cost of \$51,792.

**RECOMMENDATION:**

Staff recommends the Board approve this IGA renewal and sign the amendment to renew the agreement.

**ATTACHMENTS:**

1. IGA with Clackamas Community College Community for Community Based Instructional Programs.

Respectfully submitted,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman, Interim Director  
Business and Community Services

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
MILWAUKIE CENTER  
AND CLACKAMAS COMMUNITY COLLEGE AMENDMENT #1**

Amendment and renewal of Intergovernmental Agreement between the North Clackamas Parks and Recreation (“District”) and Clackamas Community College (“College”) Dated July 23, 2020 for the provision of educational programs at the Milwaukie Center.

This Amendment adds language to Terms of Agreement.

**AMEND:**

**1. Term**

**CHANGE TO ADD:**

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 1 (one) of 3 (three) renewals on this contract dated July 23, 2020.

This Amendment, when signed by the College and the Chair of the Board of Directors for the District, on behalf of the District, will become part of the contract document dated July 23, 2020.

**Clackamas County Board of  
Commissioners on Behalf of  
North Clackamas Parks and  
Recreation District:**

**Clackamas Community College:**

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

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Alissa Mahar  
Printed Name

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

\_\_\_\_\_  
6/9/2021  
Date

\_\_\_\_\_  
Date

Approved as to form

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



**BUSINESS AND COMMUNITY SERVICES  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building  
150 Beaver Creek Road, Oregon City, OR 97045

Sarah Eckman, Interim BCS Director

June 24, 2021

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

Members of the Board:

**Approval of Resolution 2020-\_\_\_ for a North Clackamas Parks and Recreation District Supplemental Budget (Less than Ten Percent and Budget Reduction) for FY 2020-21**

<b>Purpose/Outcomes</b>	Approval of a resolution for a North Clackamas Parks and Recreation District supplemental budget change less than ten percent and transfer of appropriations for fiscal year (FY) 2020-21
<b>Dollar Amount and Fiscal Impact</b>	Increase of \$29,995 to NCPRD Fund 113 General Fund and increase of \$44,653 to NCPRD Fund 270 Nutrition and Transportation Fund – Nutrition. Total District appropriations increased by \$74,648.
<b>Funding Source</b>	WES River Health grant, Contract with Clackamas County Social Services
<b>Duration</b>	July 1, 2020 through June 30, 2021
<b>Previous Board Action</b>	<p><i>June 18, 2020 Business Meeting</i> – Resolution 2020-46 Adopting the North Clackamas Parks &amp; Recreation District’s 2020-2021 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2020 through June 30, 2021</p> <p><i>October 22, 2020 Business Meeting</i> – Approval of a Subrecipient Agreement between NCPRD and NCWC to fulfill obligations within the WES River Health Stewardship Grant for the North Clackamas Park Restoration and Watershed Action Plan Project.</p> <p><i>December 3, 2020 Business Meeting</i> – Approval of a resolution for North Clackamas Parks and Recreation District for Transfer of Appropriations for Fiscal Year 2021-2022</p>
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This transfer aligns with the BCS - NCPRD Administration program purpose to provide financial services to the Board of Directors and District staff so they can make informed decisions and effectively provide services to District residents.</li> <li>2. This transfer of appropriations ensures a legally compliant and transparent budget process, which aligns with the County strategic priority of Building Public Trust through Good Government.</li> </ol>
<b>Counsel Review</b>	JM 4/12/2021
<b>Procurement Review</b>	<i>Was the item processed through Procurement? yes X no If no, provide brief explanation: Supplemental budget changes are not reviewed by procurement.</i>

<b>Contact Person</b>	Elizabeth Gomez, Financial Operations Manager, NCPRD 503-742-4352
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**BACKGROUND:**

Each fiscal year it may become necessary to reduce allocations, allocate additional sources of revenue, transfer budgeted appropriations, and appropriate additional expenditures to more accurately meet the changing requirements of the North Clackamas Parks and Recreation District.

The attached resolution reflects such changes requested in keeping with a legally accurate budget. These changes are in compliance with ORS 294.471, which allows for governing body approval of supplemental budget changes for items less than ten percent of the qualifying expenditures of the budget fund(s) being adjusted.

- The North Clackamas Parks and Recreation District General Fund is recognizing unanticipated revenue in the Natural Resources Category for increased grant funding and increasing appropriations, in the amount of \$29,995, in the Natural Resources Category for special payments.
- The North Clackamas Parks and Recreation District Nutrition and Transportation Fund - Nutrition category is recognizing additional, unanticipated revenue from our Contract with Clackamas County Social Services, and increasing appropriations in the Nutrition category, in the amount of \$44,653, for additional, unanticipated expenditures related for the increased need to Nutrition Services in response to the COVID-19 pandemic.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve Resolution 2020-\_\_\_\_\_, including Exhibit A in keeping with a legally accurate budget.

**ATTACHMENTS:**

1. Resolution 2020-\_\_\_\_
2. Exhibit A: Summary of Transfer

Respectfully submitted,



Sarah Eckman, Interim Director  
Business and Community Services

**BEFORE THE BOARD OF  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Resolution Providing  
Authorization for Adoption of a  
Supplemental Budget for Items Less than  
10 Percent of Total Qualifying  
Expenditures, Transferring and Making  
Appropriations for Fiscal Year 2020-2021



Resolution No. 2020-\_\_\_\_  
*Page 1 of 2*

**Whereas**, during the fiscal year changes in appropriated expenditures may become necessary and appropriation may need to be increased, decreased or transferred from one appropriation category to another, as detailed in the attached Exhibit A which are by this reference made a part of this Resolution;

**Whereas**, a supplemental budget for the period of July 1, 2020 through June 30, 2021, inclusive, has been prepared and submitted to the District taxpayers as provided by statute;

**Whereas**, the funds being adjusted are:

- North Clackamas Parks and Recreation District General Fund
- North Clackamas Parks and Recreation Nutrition and Transportation Fund

**NOW THEREFORE, the Clackamas County Board of County Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District resolves as follows:**

Pursuant to its authority under ORS 294.471, the supplemental budget is adopted and appropriations established as shown in the attached Exhibit A.

**DATED** this 24th day of June, 2021

**BOARD OF COUNTY COMMISSIONERS ACTING AS THE BOARD OF DIRECTORS  
OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

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Chair

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Recording Secretary



**SUMMARY OF TRANSFER BETWEEN APPROPRIATIONS  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
Exhibit A  
CHANGES OF LESS THAN 10% OF BUDGET  
June 24, 2021**

Recommended items by revenue source:

**North Clackamas Parks and Recreation District**  
**General Fund - Administration Fund 113**

Revenues:

Local & Other Government Grants	\$ 29,995
Total Revenues	<u>\$ 29,995</u>

Expenditures:

Special Payments	\$ 29,995
Total Expenditures	<u>\$ 29,995</u>

The North Clackamas Parks and Recreation District General Fund is recognizing unanticipated revenue in the Natural Resources Category for increased grant funding and increasing appropriations, in the amount of \$29,995, in the Natural Resources Category for payments to sub-recipient non-Federal.

**North Clackamas Parks and Recreation District**  
**Nutrition and Transportation Fund - Nutrition - Fund 270**

Revenues:

Contract with Clackamas County Social Services	\$ 44,653
Total Revenues	<u>\$ 44,653</u>

Expenditures:

Nutrition	\$ 44,653
Total Expenditures	<u>\$ 44,653</u>

The North Clackamas Parks and Recreation District Nutrition and Transportation Fund - Nutrition Category is recognizing additional, unanticipated revenue from our Contract with Clackamas County Social Services, and increasing appropriations in the Nutrition category, in the amount of \$44,653, for additional, unanticipated expenditures related for the increased need to Nutrition Services in response to the COVID-19 pandemic.