

AGENDA

Thursday, February 22, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-15

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

1. Second Reading of Ordinance No. 01-2018 Amending Chapter 11.01 of the County Code – *1st reading was 2-8-18 (Nate Boderman, County Counsel)*

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

A. Health, Housing & Human Services

1. Approval to Apply for a Capital Grant for Federal Transit Administration Bus and Bus Infrastructure Investment Program Funds through Oregon Department of Transportation for Mt Hood Express Vehicle Replacements – *Social Services*
2. Approval of an Amendment to a Sub-recipient Grant Agreement with Northwest Housing Alternatives, Inc. to add Emergency Shelter Bednights – *Social Services*
3. Approval of an Amendment #2 to the Professional Services Agreement for Clackamas County Health Centers Division with CompHealth Locum Tenens for temporary physician staff – *Health Centers*
4. Approval of an Intergovernmental Revenue Agreement (IGA) with the State of Oregon, Department of Education – Youth Development Division for the PreventNet School Site in Oregon City – *Children, Youth & Families*

5. Approval of an Intergovernmental Revenue Agreement (IGA) with the State of Oregon, Department of Education – Youth Development Division for the PreventNet School Site in Gladstone – *Children, Youth & Families*
6. Approval of a Local Grant Agreement with Northwest Family Services for Student Resource Coordination – *Children Youth & Families*
7. Approval of a Subrecipient Agreement with Northwest Housing Alternatives, Inc. for the Tenant Based Rental Assistance Program (TBRA) – *Housing & Community Development*

B. Department of Transportation & Development

1. Approval of Amendment No. 2 to the 2016-2018 Intergovernmental Agreement with Metro to Correct a Clerical Error for FY 17-18 Funding
2. Approval of an Intergovernmental Agreement with City of Milwaukie for Work Related to the Monroe Street Design Plan
3. Approval of a Contract with JAL Construction, Inc. for Construction of the Salmon River (Elk Park Road) Bridge Project - *Procurement*

C. Elected Officials

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

D. Tourism & Cultural Affairs

1. Approval of the Contract with Anvile Media for Search Engine Optimization & Search Engine Marketing (SEO/SEM) Services for Tourism & Cultural Affairs - *Procurement*

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Contract with ICON Enterprises Inc. dba CivicPlus for Services and License for use of Proprietary Software for North Clackamas Parks & Recreation District - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

February 22, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
 Assistants

Second Reading of Ordinance No. 01-2018 Amending
Chapter 11.01 of the County Code

Purpose/Outcomes	To amend the existing Plan Review Standard section of the County Code to consolidate similar regulations found elsewhere throughout the Code.
Dollar Amount and Fiscal Impact	None identified
Funding Source	N/A
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Nate Boderman, 503-655-8364
Contract No.	None

BACKGROUND:

Chapter 11.01 of the County Code contains standards related to the review of surveys, partition plats, condominium plats and subdivision plats by the County Surveyor. Chapter 1105.07 of the County's Zoning and Development Ordinance (ZDO) also contains regulations that apply to the review of plats for partitions, condominiums, subdivisions and replats. In addition, ZDO 1107.06(C) and (D) provides standards which relate to the filing and recording of property line adjustment deeds and surveys. The standards in ZDO 1105.07 and 1107.06(C) and (D) are primarily administered by the County Surveyor and should be relocated from the ZDO to Chapter 11.01 of the County Code.

This amendment is for the limited purpose of relocating certain regulations from the ZDO to the County Code as described above, to update the Code to reflect how County Surveyor and the Planning and Zoning Division currently review and process plats and surveys, and to clean up redundancies and other inconsistencies which currently exist in the code language. This amendment should increase ease of administration and lead to less confusion among the public as to which regulations apply to reviews of surveys, partition plats, condominium plats and subdivision plats.

Later this year, the Planning and Zoning Division will be proposing a number of changes to the ZDO as part of its annual code audit project. One proposal will include removing sections of ZDO 1105.07 and 1107.06(C) and (D) to accommodate the relocation of the aforementioned regulations to Chapter 11.01. Under state law, amendments to the County Code must be processed in a different manner than amendments to the ZDO, which will require first and second readings to take place in advance of the ZDO amendments. This coordination will ensure there is no lapse in the applicability of these rules by aligning the effective dates of these changes. In addition to the ordinance and proposed changes to Chapter 11.01, redlines containing the proposed changes to ZDO 1105 and 1107 have been included with these materials as well.

RECOMMENDATION:

Staff recommends the Board of County Commissioners read the proposed ordinance by title only and proceed to adoption.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

ORDINANCE NO. 01-2018

An Ordinance Amending Chapter 11.01 of the Clackamas County Code

WHEREAS, this matter coming before the Clackamas County Board of County Commissioners at its regularly scheduled public meeting on February 22, 2018 to consider changes to Chapter 11.01 of the County Code pertaining to review of surveys, partition plats and subdivision plats by the County Surveyor.

WHEREAS, Chapter 11.01 of the County Code contains standards and requirements for the review and approval of survey maps, partition plats, condominium plats, and subdivision plats; and

WHEREAS, Clackamas County Zoning and Development Ordinance (ZDO) Chapter 1105.07 also contains certain provisions related to the review of partition, subdivision and condominium plats and ZDO 1107.06(C) and (D) provides standards which relate to the filing and recording of property line adjustment deeds and surveys; and

WHEREAS, many provisions contained in ZDO Chapter 1105.07 and ZDO Chapter 1107.06(C) and (D) are administered primarily by the County Surveyor; and

WHEREAS, Clackamas County desires to relocate a number of provisions contained in ZDO Chapter 1105.07 and ZDO Chapter 1107.06(C) and (D) to Chapter 11.01 of the County Code to eliminate confusion among the public as to which regulations apply to reviews of surveys, partition plats, condominium plats and subdivision plats and to increase ease of administration by consolidating those regulations administered by the County Surveyor into one section of the County Code; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 11.01 of the County Code is hereby amended as shown in Exhibit A, hereto attached.

Section 2: This ordinance shall be effective on May 23, 2018

ADOPTED this 22nd day of February, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 11.01

11.01 COUNTY SURVEYOR ~~PLAT~~ REVIEW STANDARDS

11.01.010 Purpose

The purpose of this chapter is to establish standards and requirements for the review and approval of survey maps, partition plats, condominium plats, ~~and~~ subdivision plats, property line adjustments and replats of partitions, condominiums, subdivisions, and cemeteries for the following reasons:

- A. The review and approval of survey maps, partition plats, condominium plats, ~~and~~ subdivision plats and replats of partitions, condominiums, subdivisions, and cemeteries in an accurate, efficient, consistent and timely manner is necessary for the promotion of economic development and protection of property rights; and
- B. Although benefiting the public in general, such services are user oriented. The long standing policy of the Board is that the most fair and sound method of ensuring adequate funding of such services is a user fee not to exceed the reasonable estimate of actual County Surveyor costs, ~~and~~
- C. ~~The Board has received a favorable staff recommendation and has considered testimony from interested citizens.~~

[Codified by Ord. 05-2000, 7/13/00]

11.01.020 Additional Plat Boundary Survey and Other Requirements

In addition to the requirements of ORS Chapters 92, 94, 100, and 209, and other applicable laws, chapters, and rules, the following shall be provided:

- A. For subdivision and condominium plats, a final boundary survey map of the proposed plat, accompanied by the report required in subsection B of this section, shall be submitted to the County Surveyor a minimum of 30 days prior to the submission of the final plat. If warranted, the County Surveyor may waive this requirement.
 1. In addition to the requirements of ORS 209.250, the survey map shall show all obvious encroachments or hiatuses created by deeds, building, fences, cultivation, occupation, previous surveys and plats and any other conditions that may indicate ownership lines as surveyed may be different than those shown on the survey;
 2. Any encroachment or hiatus affecting any partition plat submitted for review shall be brought to the attention of the County Surveyor at the time of submittal;
 3. The County Surveyor may refuse to approve a plat if the County Surveyor finds an encroachment or hiatus. Evidence that the encroachment or hiatus has been eliminated may be required prior to final plat approval.
- B. All partition, condominium, or subdivision plats submitted for approval shall be accompanied by a report, issued by a title insurance company, or agent authorized to perform such services in Oregon, setting forth ownership and all easements of

- record, together with a copy of the current deed, easements, and restrictions for the platted property and copies of the deeds for all abutting properties, and other documentation as required by the County Surveyor. The report shall have been issued no more than 15 days prior to the submittal to the County Surveyor of the survey map or plat. The County Surveyor may require a supplemental report. Condominium plats shall be submitted with a copy of the condominium declaration. Prior to approval of a condominium plat, the final version of the condominium declaration, approved by the State of Oregon, shall be submitted.
- C. All partition, condominium, and subdivision final plats, including those inside city limits, shall be checked and approved by the County Surveyor. Items to be checked include, but are not limited to, compliance with Oregon Statutes, city and county ordinances, proper boundary resolution, and resolution of apparent gaps and overlaps. If the city has chosen to have the plat checking service performed by a city surveyor under ORS 92.100(1), the County Surveyor shall perform an office review and indicate approval on the plat. The fee for performing this service shall be established by resolution of the Board of County Commissioners. No plat shall be recorded without the approval of the County Surveyor.
- ~~E.D.~~ The actual approval, or notice of intent to approve, of a plat by the County Surveyor shall be valid for 30 days only, unless recorded prior to the 30 day expiration.
- E. Centerline monuments of public and private roads created by any subdivision or partition plat shall be placed in a monument box meeting the specifications of the County Surveyor. Said monument boxes shall be placed at locations as determined by the surveyor preparing the subdivision or partition and approved by the County Surveyor. In accordance with ORS 92.060(2), the point of intersection of the curve may be set in lieu of the beginning and ending points. The County Surveyor may authorize the setting of another type of monument in circumstances where setting the required monument is impracticable.
- ~~D.~~ As part of preliminary plat approval for a subdivision, approval of a phasing plan and schedule to allow final plat review to occur in two or more phases, each of which includes a portion of the subject property, may be granted in consideration of such factors as the size of the proposed subdivision, complexity of development issues, required improvements, and other factors deemed relevant. If a phasing plan and schedule to allow final plat review to occur in two or more phases, each of which includes a portion of the subject property, is approved by the local government with land use planning jurisdiction, it shall be submitted to the County Surveyor for review of the phasing sequencing and lot numbering. The lot numbering shall be continuous and connected from phase to phase.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2004, 4/8/04]

11.01.030 Final Plat Requirements

- A. If a preliminary plat for a subdivision, partition, or replat is approved by the local government with land use planning jurisdiction, then finalizing the subdivision, partition, condominium or replat requires the completion of a final plat pursuant to Chapter 11.01.030(B), except that a final plat is not required for a partition in

which all parcels are larger than 80 acres. In all cases, the form and content of the final plat or replat shall comply with the local government with land use jurisdiction's final decision approving the subdivision or partition application and applicable provisions of Chapters 11.01 and 11.02 of the County Code, ORS Chapters 92, 94 and 100 and ORS 209.250.

B. Unless waived by the County Surveyor, the final plat shall contain, at a minimum, the following information:

1. The lines and names of all streets and other public ways, parks, playgrounds, and easements dedicated to the public or granted for the use of the owners within the plat and to whom the easement will be conveyed;
2. The length and bearings of all straight lines, curves, radii, arcs, and the semi-tangents of all curves. Line tables and curve tables are subject to approval by the County Surveyor;
3. All dimensions along the lot lines of each lot or parcel, to the nearest hundredth of a foot, with the bearings and any other data necessary for the location of any lot line in the field;
4. Suitable primary control points, approved by the County Surveyor, and description and ties to these control points, to which all dimensions, angles, bearings, and similar data given on the plat shall be referred;
5. The location and complete physical descriptions of all permanent monuments found or set, including full physical descriptions of Public Land Survey Corners (monument and accessories) shown on the plat. Record references for the found monuments shall be cited;
6. The plat numbers and, if applicable, names of all platted subdivisions, partitions, condominiums, and cemeteries, and the legal numbers and names of all roads adjacent to the plat;
7. The date(s) monuments were set (so identified), the date(s) the final plat was prepared (so identified), a north arrow, and graphical and engineering scales;
8. The boundary of the divided land, with the bearings, curves, and distances marked, as determined by a field survey made by an Oregon registered professional land surveyor, and to close with a mathematical linear error of closure of not more than one foot in 10,000 feet. In addition, the survey shall be performed with the reference to the Federal Geodetic Control Committee guidelines for third order class II;
9. Any easements, restrictions, or notes required by the County, City, or other public service providers and the locations, widths, and purposes of all proposed easements and existing easements of record, including instrument numbers. For any non-public (private) easements the beneficiary, access, use and maintenance shall be noted on the plat or discussed in detail in a separately recorded document that will be noted on the final plat. All access from the plat to a public road shall be shown.
10. Open space and common ownerships shall be labeled on the final plat as tracts. Labeling of tracts shall be alphabetical beginning with the letter "A," and no missing letters shall be allowed. The ownership, purpose, use, and maintenance of tracts shall be identified on the plat. In

A-

addition, a deed conveying the tract to the intended recipients shall accompany the final plat mylar and be recorded immediately after the plat and noted on the plat.

11. — Draft copies of any separately created easements, maintenance agreements, other documents, and Declaration of Covenants, Conditions and Restrictions shall be submitted for County Surveyor review prior to final plat approval.

12. — Easements shall not be created by or within the Declaration of Covenants, Conditions and Restrictions, and Bylaws.

C. All declarations for a planned community; articles of incorporation; bylaws; easements; maintenance agreements; or other similar items required or proposed shall be submitted with the final plat for review by the County Surveyor. Planning Director, the Office of County Counsel, and the County Surveyor (if the County Surveyor so requests).

1. The County Surveyor shall not approve the final plat until the Homeowners Association any applicable declarations for a planned community; articles of incorporation; bylaws; easements; maintenance agreements; or other similar items required or proposed Agreement, Articles, Covenants Conditions and Restrictions and Bylaws are have been approved by the County Surveyor or City and are created filed with the appropriate state agency, if necessary.
2. The homeowners association agreement declaration for a planned community, articles of incorporation, and bylaws shall be consistent with ORS Chapters 92 and, 94 and 100, if appropriate.
3. When applicable, a certificate of formation of a nonprofit corporation, with a state seal, for the homeowners association shall be submitted with the final plat, for review by the Planning Director.
4. Easements shall not be created by or within the declaration of covenants, conditions for a planned community and any additional restrictions shall be noted on the final plat, or Bylaws.

D. Review and recording of the final plat shall be as follows:

1. The County Surveyor shall submit the final plat to the Planning Director for review.
2. Unless waived by the County Surveyor, after Planning Director approval, the final plat shall be submitted to the County Assessor for review and approval, as well as the County Road Official for review and approval when final plat is for a subdivision.
3. After signature by the County Surveyor, the Planning Director, the County Assessor and, if necessary, the County Road Official, the final plat shall be submitted to the County Clerk for recording. When the County Clerk is satisfied with the final plat, it shall be signed, assigned a permanent file number, and place in the permanent plat records of the County.

11.01.040 Property Line Adjustments

- A. The record of survey map shall be filed with the County pursuant to the standards and procedures of the County Surveyor's Office and the relevant provisions of Oregon Revised Statutes ORS Chapters 92 and 209. Additionally, revised legal descriptions of the properties affected by the adjustment (for new deeds) shall be prepared by a registered professional land surveyor, refer to the record of survey map that is filed with the County, and be recorded with the County Clerk.
 - B. A property line adjustment deed shall contain the names of the parties, the description of the adjusted line, references to original recorded documents, and signatures of all parties with proper acknowledgement.
-

February 22, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Capital Grant for Federal Transit Administration
Bus and Bus Infrastructure Investment Program Funds through Oregon Department
of Transportation for Mt Hood Express Vehicle Replacements

Purpose/Outcomes	Agreement with Oregon Department of Transportation to provide funding for the purchase of three buses for the Mt Hood Express
Dollar Amount and Fiscal Impact	The maximum grant award is \$368,900. The contract is funded through the Oregon Department of Transportation.
Funding Source	FTA 5339- Bus and Bus Infrastructure Investment Program funds- no County General Funds are involved. No Match is required.
Duration	N/A- one time capital purchase
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	N/A

BACKGROUND:

The Social Services Division of the Health, Housing, and Human Services Department requests approval to apply for a capital purchases grant for Federal Transit Administration Bus and Bus Infrastructure Investment Program funds through the Oregon Department of Transportation to purchase three replacement buses to continue to provide public transit services in the Hoodland area of Clackamas County, especially for seniors and persons with disabilities. The grant application will be for a one time amount of \$368,900. The grant, if awarded, would have no effect on staffing. No County General Funds are involved.

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

other needs. The Mt Hood Express cannot function without safe, reliable vehicles and these funds will allow the replacement of the current vehicles in a timely manner to ensure continuation of the service.

RECOMMENDATION:

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

Respectfully submitted

Richard Swift, Director
Health, Housing and Human Services

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: H3S- Social Services Division Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: 5339 Bus and Bus Facilities Infrastructure Investment Program
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Teresa Christopherson
Requestor Contact Information: x5718
Department Fiscal Representative: Jennifer Snook
Program Name or Number (please specify): Mt Hood Express
Brief Description of Project:

ODOT is submitting an application on behalf of transit providers throughout the state of Oregon for the purchase of vehicles and other infrastructure needs. The Mt Hood Express needs three replacement vehicles- two 37 passenger buses and one 16 passenger cutaway- in order to continue to maintain transit services in the Mt Hood area.

Name of Funding (Granting) Agency: FTA

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

OR

Application Packet Attached: Yes No

Completed By: _____ Date 8/16/2017

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 8/9/2017
CFDA(s), if applicable: 1/20/1900
Announcement Date: 7/17/2017 Announcement/Opportunity #: _____
Grant Category/Title: BBBFIP Max Award Value: \$368,900
Allows Indirect/Rate: N/A Match Requirement: 15%
Application Deadline: N/A Other Deadlines: Supplemental questions to ODOT by 8/16/17
Grant Start Date: Not stated Other Deadline Description: Application to be completed by ODOT by 8/25/17
Grant End Date: Not stated
Completed By: Teresa Christopherson
Pre-Application Meeting Schedule: 8/16/2017

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

Mission/Purpose:

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

The Mt Hood Express provides general public transportation to the Mt Hood area, providing a key transportation link for low income households without other transportation options, seniors and persons with disabilities and job seekers. Vehicle replacement is essential for the service to continue operating.

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

See #1

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

None

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

The grant provides funding to replace buses on fixed route systems in order to ensure safety, connections between communities and ADA compliance. The replacement of the Mt Hood Express buses meeting that objective.

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

Yes- the Mt Hood Express

Organizational Capacity:

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

N/A

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

We will be partnering with Oregon Department of Transportation that is actually submitting the application to the FTA to provide them with information about anticipated vehicle replacement needs.

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

N/A

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

N/A

Collaboration

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

N/A

Reporting Requirements

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

Fleet asset reporting to ODOT on a quarterly basis (currently being done)

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

N/A- capital purchase

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

Follow vehicle purchase documentation requirements through ODOT

Fiscal

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

Yes- capital purchases of this magnitude are beyond the resources of our existing funding. Without this grant, these vehicles would not be replaced.

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

None

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

There is a 15% match requirement which will be met through the use of dedicated fund balance, which includes private partner contributions and proceeds from the sales of retired equipment.

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

One time funding for capital purchases so no sustainability issues involved.

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

N/A

Program Approval:

Teresa Christopherson

8/16/2017


Name (Typed/Printed)

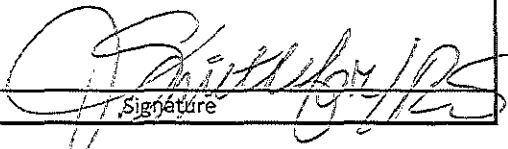
Date

Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Brenda Durbin	8/23/2017	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Richard Swift	8/19/17	
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

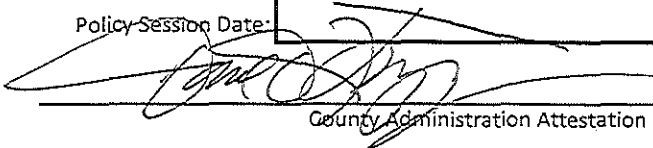
COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #: A.1 Date: 9-14-17

OR

Policy Session Date: 8/23/17



 County Administration Attestation

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

February 22, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to a Subrecipient Grant Agreement with
Northwest Housing Alternatives, Inc. to add Emergency Shelter Bednights

Purpose/Outcomes	Contractor will provide rent/mortgage assistance for eviction prevention to residents of Clackamas County to prevent homelessness and emergency shelter to people experiencing homelessness in Clackamas County.
Dollar Amount and Fiscal Impact	This amendment adds \$16,175 for a new total of \$35,822.
Funding Source	Emergency Food and Shelter Program (EFSP) grant funds. No County General Funds are involved.
Safety Impact	None
Duration	April 1, 2017 through January 31, 2018
Previous Board Action	The original agreement was approved by the Board of County Commissioners on 12-14-17, agenda item: 121417-A1.
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	8554 / 18-027

BACKGROUND:

Social Services Division of the Health, Housing and Human Services Department requests approval of Subrecipient Agreement 18-027, Amendment #1 with Northwest Housing Alternatives, Inc. (NHA). This amendment will allow NHA to provide emergency shelter bednights to residents of Clackamas County experiencing homelessness. The agreement is funded with Emergency Food and Shelter Program (EFSP) grant funds from the Federal Department of Homeland Security for the express purpose to serve the hungry and homeless population.

The amendment is effective April 1, 2017 through January 31, 2018. The amendment adds \$16,175 for a new value of \$35,822. The additional funds to NHA will allow for the provision of emergency bednights. The reason for the retroactive effective date is because the funding term allows expenses to be paid back to April 1, 2017, and Clackamas County received the funds in late September of 2017. Another EFSP Subrecipient was not able to expend their full award amount due to a shelter closure, and partial funding was approved by the Local EFSP Board on January 29, 2018 to be reallocated to NHA. There are no County General Funds involved.

Board of County Commissioners
EFSP 34, Northwest Housing Alternatives, Inc.
Page 2 of 2

RECOMMENDATION:

Staff recommends approval of Amendment #1 to Subrecipient Agreement #18-027, and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services Department

Subrecipient Amendment (FY17-18)
Health, Housing and Human Services Department

Subrecipient Agreement Number: 18-027

Board Order Number: TBD

Department/Division: H3S/SSD Agreement
#8554

Amendment No. 1

Subrecipient: Northwest Housing
Alternatives, Inc.

Amendment Requested By:
Jessica Diridoni, Contracts Coordinator

Changes: Scope of Service
 Contract Time

Contract
(X) Other: Budget

Justification for Amendment:

The agreement currently provides for rent and mortgage assistance for eviction prevention to residents of Clackamas County in the amount of \$19,647. Amendment #1 changes the program objectives, scope of services, and budget, adding to the maximum compensation. It will allow NHA to provide emergency shelter bednights to residents of Clackamas County experiencing homelessness.

Maximum compensation is increased by \$16,175 to a new value of \$35,822 with the amendment. Amendment #1, when signed by Northwest Housing Alternatives, Inc., an Oregon Nonprofit Organization ("SUBRECIPIENT") and the Health Housing and Human Services Department on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated.

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.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated April 1, 2017 as may be amended ("agreement") and continues through January 31, 2018;

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement pursuant to this Amendment; and

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

I. AMEND: RECITALS

4. Whereas individuals and families at risk of homelessness require supportive services, including rent/mortgage assistance, to prevent eviction and allow them to remain in stable housing;

6. Whereas funding provided in this award is intended to supplement costs associated with the provision of rent/mortgage assistance for eviction prevention for individuals and families in danger of being evicted in Clackamas County, Oregon, through the Homebase Stabilization Services program, operated by SUBRECIPIENT, which provides services to adults and families who require rent/mortgage assistance to prevent eviction, along with case management and supportive services to allow them to remain in permanent, stable housing.

TO READ:

4. Whereas individuals and families at risk of homelessness require supportive services, including rent/mortgage assistance, to prevent eviction and allow them to remain in stable housing, ***and whereas many homeless adults want to work but are not employable without a safe place to sleep at night, such as in an emergency shelter;***
6. Whereas funding provided in this award is intended to supplement costs associated with the provision ***of emergency shelter services operated by Northwest Housing Alternatives, Inc. ("SUBRECIPIENT")***, and rent/mortgage assistance for eviction prevention for individuals and families in danger of being evicted in Clackamas County, Oregon, through the Homebase Stabilization Services program, operated by SUBRECIPIENT, which provides services to adults and families who require rent/mortgage assistance to prevent eviction, along with case management and supportive services to allow them to remain in permanent, stable housing.

II. AMEND: AGREEMENT

4. **Grant Funds.** The COUNTY's funding for this Agreement is the EFSP 34 (Catalogue of Federal Domestic Assistance [CFDA] #: 97.024) issued to the COUNTY by the United Way on behalf of the U.S. Department of Homeland Security. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$19,647.00**. Disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment

TO READ:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the EFSP 34 (Catalogue of Federal Domestic Assistance [CFDA] #: 97.024) issued to the COUNTY by the United Way on behalf of the U.S. Department of Homeland Security. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$35,822.00**. Disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

III. AMEND: EXHIBIT A: SUBRECIPIENT Statement of Program Objectives, Program Objectives

Program Objectives

SUBRECIPIENT agrees to perform the following activities under the terms of this agreement:

Provide rent/mortgage assistance for eviction prevention to residents of Clackamas County through the Homebase Stabilization Services program operated by SUBRECIPIENT.

For rent/mortgage assistance, eligible program costs include:

1. Limited emergency rent or mortgage assistance principal and interest only (P&I), for individuals or households provided conditions "a" through "g" below are met:

a. Payment is in arrears or due within 10 calendar days.

b. other resources have been exhausted;

c. The client is 1) a resident of the home or apartment and 2) responsible for the rent/mortgage on the home or apartment where the rent/mortgage assistance is to be paid;

d. Payment is limited to a maximum of one month's assistance for each individual or household; assistance can be provided 1) for a full month's rent/mortgage (P&I) all at one time, or 2) in separate payments over a period of up to 90 consecutive days so long as the total amount paid does not exceed one month's cost and is paid by a single LRO;

e. Assistance is provided only once in a jurisdiction by a single LRO in each award phase for each individual/household (with exception of item d [2] above);

f. The month paid is the current amount or part of the arrearage that is still owed at the time of payment and is from the current award phase and,

g. Payment must guarantee an additional 30 days service.

Notes: Late fees, legal fees, deposits, and condo fees are ineligible.

If a client has two mortgages, assistance may only be given on the principal or first mortgage for the client's residence.

Payments for mobile homes and lots are eligible and can be paid to a mortgage company or to a private landlord.

Documentation required: spreadsheet, dated and signed letters from landlords [must include amount of one month's rent and due date] mortgage company's letter and/or copy of mortgage loan coupon showing monthly mortgage amount and date due and proof of payment to vendor by an acceptable payment method. Payments must be made to the landlord ONLY, not to both client and landlord. Documentation must support the payment made and is limited to a maximum of one month's assistance. A copy of the client's lease is only accepted when paying the first month's rent.

TO READ:

Program Objectives

SUBRECIPIENT agrees to perform the following activities under the terms of this agreement:

Provide shelter bed nights to adults and families who are found to be out of home and in need of shelter at a facility operated by SUBRECIPIENT.

Shelter Bed Night Services

1. Provide transitional shelter services to adults and families who require case management activities with attendant shelter to stabilize their shelter needs while providing for the development of essential living skills necessary to achieve long-term independent housing situations.

2. In operating the shelter identified above, SUBRECIPIENT shall ensure that all applicable standards for zoning and safety are met or exceeded, and that required supervision of the facility is provided in keeping with local regulation or requirement.

Documentation required: Schedules showing daily rate of \$12.50 and number of persons sheltered by date with totals. Note: The daily schedule services as the spreadsheet for the per diem allowance. Supporting documentation must be retained on-site, e.g., invoices, service records and sign-in logs, proof of payment to vendor by an acceptable payment method. See Exhibit D and Annex 9 [page 100 in the EFSP Phase 33 Manual] for sample.

Provide rent/mortgage assistance for eviction prevention to residents of Clackamas County through the Homebase Stabilization Services program operated by SUBRECIPIENT.

For rent/mortgage assistance, eligible program costs include:

1. Limited emergency rent or mortgage assistance principal and interest only (P&I), for individuals or households provided conditions "a" through "g" below are met:

a. Payment is in arrears or due within 10 calendar days.

b. other resources have been exhausted;

c. The client is 1) a resident of the home or apartment and 2) responsible for the rent/mortgage on the home or apartment where the rent/mortgage assistance is to be paid;

d. Payment is limited to a maximum of one month's assistance for each individual or household; assistance can be provided 1) for a full month's rent/mortgage (P&I) all at one time, or 2) in separate payments over a period of up to 90 consecutive days so long as the total amount paid does not exceed one month's cost and is paid by a single LRO;

e. Assistance is provided only once in a jurisdiction by a single LRO in each award phase for each individual/household (with exception of item d [2] above);

f. The month paid is the current amount or part of the arrearage that is still owed at the time of payment and is from the current award phase and,

g. Payment must guarantee an additional 30 days service.

Notes: Late fees, legal fees, deposits, and condo fees are ineligible.

If a client has two mortgages, assistance may only be given on the principal or first mortgage for the client's residence.

Payments for mobile homes and lots are eligible and can be paid to a mortgage company or to a private landlord.

Documentation required: spreadsheet, dated and signed letters from landlords [must include amount of one month's rent and due date] mortgage company's letter and/or copy of mortgage loan coupon showing monthly mortgage amount and date due and proof of payment to vendor by an acceptable payment method. Payments must be made to the landlord ONLY, not to both client and landlord. Documentation must support the payment made and is limited to a maximum of one month's assistance. A copy of the client's lease is only accepted when paying the first month's rent.

IV. AMEND: EXHIBIT B: SUBRECIPIENT Program Budget

Total maximum compensation under this contract shall not exceed **\$19,647** of EFSP funds for rent/mortgage assistance.

TO READ:

Total maximum compensation under this contract shall not exceed ***\$35,822 based on the sum of the following categories:***
\$19,647 of EFSP funds for rent/mortgage assistance, ***and***
\$16,175 of EFSP funds for emergency shelter bednights. The emergency shelter bednights equate to 1,294 nights at \$12.50 per person in residence per night.

V. AMEND: EXHIBIT D: Required Financial Reporting and Request for Reimbursement

REQUEST FOR REIMBURSEMENT				
Note: This form derives from the approved budget in your grant Agreement. All expenditures must have adequate supporting documentation.				
Subrecipient	Northwest Housing Alternatives	Grant Number:	18-027	
Address:	256 Warner Milne Road Oregon City, OR 97045	Report Period:		
Contact Person:	Tam Gardner	Contract #:		
Phone Number:	503-654-1007 x103	Federal Award #:	EFSP 34	
E-mail:	gardner@nwhousing.org	CFDA(s):	97.024	
Date	Category			Total
	Rent/Mortgage Assistance			\$ -
				\$ -
				\$ -
Totals				\$ -

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

CERTIFICATION

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

Prepared by: _____

Phone: _____ **E-mail:** _____

Authorized Signer: _____

Date: _____

Department Review

Project Officer Name: _____ **Department:** _____

Signature: _____ **Date:** _____

Department: Forward to Grant Accountant for review and processing

Grant Accountant Initial/Date:

TO READ:

REQUEST FOR REIMBURSEMENT

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

Subrecipient	Northwest Housing Alternatives	Grant Number:	18-027
Address:	256 Warner Milne Road	Report Period:	
	Oregon City, OR 97045	Contract #:	8554
Contact Person:	Tam Gardner	Federal Award #:	EFSP 34
Phone Number:	503-654-1007 x103	CFDA(s):	97.024
E-mail:	gardner@nwhousing.org		

Date	Category			Total
	Rent/Mortgage Assistance			\$ -
				\$ -
				\$ -
				\$ -
Date month/day/year	Category	# of Bednights	\$12.50 per bednight	Total
	Bednights		\$12.50	\$ -
				\$ -
				\$ -
				\$ -
Totals				\$ -

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

CERTIFICATION

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

Prepared by: _____

Phone: _____ **E-mail:** _____

Authorized Signer: _____

Date: _____

Department Review

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


Department: Forward to Grant Accountant for review and processing

Grant Accountant Initial/Date:

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

SUBRECIPIENT

Northwest Housing Alternatives, Inc.

By: 
Martha McLennan, Executive Director
Northwest Housing Alternatives, Inc.

2-12-18
Dated

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

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

Dated

February 22, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment #2 to the Professional Services Agreement for
Clackamas County Health Centers Division with
CompHealth Locum Tenens for temporary physician staff

Purpose/Outcomes	This Agreement is to provide physician staffing for Clackamas County Health Centers Division (CCHCD) clinics that serve community members.
Dollar Amount and Fiscal Impact	This amendment is for \$274,000 for a new maximum value of \$474,000. This agreement is funded through revenue generated from the fees for services provided at CCHCD clinics.
Funding Source	Health Centers fee for services. No County General Funds are involved.
Duration	Effective upon signature and terminates on 10/31/18.
Strategic Plan Alignment	1. Efficient and Effective Services. 2. Ensure safe, healthy and secure communities
Previous Board Action	Previous Board Action on November 8, 2017. Agenda item 110817-A3
Contact Person	Deborah Cockrell, FQHC Director – 503-742-5495
Contract No.	8561_02

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Amendment #2 to the Professional Service Agreement with CompHealth Locum Tenens for temporary physician staff.

The physician position remains vacant. These services are used to supplement coverage at the CCHCD clinics while vacancies are filled and for maternity coverage. An RFP is actively posted on the County website, and this amendment allows no disruption in services. The additional funding of \$274,000, brings the maximum contract value to \$474,000. This amendment is effective upon signature and continues through October 31, 2018. County Counsel approved this Agreement on October 31, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

COMPHEALTH

Professional Services Contract – Amendment #01

Page 2 of 2

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

COMPHEALTH

By: Mark Austin Manager
Name and Title

2.6.2018
Date
7259 Bingham Jct Blvd
Street Address
Midvale, UT 84047
City/State/Zip
801-930-3481
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Department

Date

February 22, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Revenue Agreement with the State of Oregon, Department of Education – Youth Development Division for the PreventNet School Site in Oregon City

Purpose/Outcomes	This IGA funds academic support services to at-risk/high-risk youth at the PreventNet Community School site at Gardiner Middle school in Oregon City.
Dollar Amount and Fiscal Impact	\$100,000 Federally Funded - Social Services Block Grant Title XX Youth Investment Funds No County General Funds are involved
Funding Source	Oregon Department of Education – Youth Development Division
Duration	Effective January 1, 2018 and terminates on August 16, 2019
Previous Board Action	N/A
Contact Person	Rodney Cook 503-650-5677
Contract No.	CYF-8671

BACKGROUND:

The Children, Youth & Family Division of the Health, Housing & Human Services Department requests approval of an Intergovernmental Revenue Agreement with the State of Oregon, Department of Education Youth Development Division. The majority of funds are sub-granted to a local non-profit to promote youth academic success and reduce high risk behaviors that could lead to drop out and/or juvenile justice system involvement via PreventNet Services. This grant will provide services to a minimum of 30 at-risk/high-risk youth per year to improve school engagement and academic achievement.

This Agreement is effective upon signature by all parties for services starting July 1, 2017 and terminating August 16, 2019. It has a maximum value of \$100,000 and was reviewed and approved by County Counsel on February 6, 2018.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

INTERGOVERNMENTAL GRANT AGREEMENT

Agreement No. **11544**

Informational Cover Page

AGREEMENT INFORMATION	
Project Title:	Oregon City-Gardiner Middle School PreventNet
Effective Date:	July 1, 2017
Expiration Date:	August 16, 2019
Amount:	\$100,000.00
Funding Source:	Federal Funds Social Services Block Grant Title XX Youth Investment
GRANTEE INFORMATION	
Grantee:	Clackamas County and its Children, Youth, and Families Division
Address:	150 Beavercreek Rd., Suite 305, Oregon City OR 97045
Project Contact:	Brian McCrady
Phone:	503-650-5681
eMail:	bmccrady@clackamas.us
Fiscal Contact:	Bryant Scott
Phone:	503-650-5675
eMail:	bscott@clackamas.us
AGENCY INFORMATION	
Project Contact:	Abraham Magaña
Phone:	503-378-5176
eMail:	abraham.magana@state.or.us
Procurement Contact:	Jana Hart, CPPB, OPBC, OCAC
Phone:	503-947-5805
eMail:	jana.hart@state.or.us

INTERGOVERNMENTAL GRANT AGREEMENT

Agreement No. **11544**

This Intergovernmental Grant Agreement (“Agreement”) is between the State of Oregon acting by and through its Department of Education, Youth Development Division and its Youth Development Council (“Agency”) and **Clackamas County and its Children, Youth, and Families Division** (“Grantee”), each a “Party” and, collectively, the “Parties.”

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110; Senate Bill 5516 of the 2017 Legislative Session, Chapter 590, 2017 Laws, and ORS 417.847, which authorizes Agency’s Youth Development Council (the “Council”) to determine the availability of funding and to prioritize funding for services to support community-based youth development projects, programs, services, and initiatives with demonstrated outcomes and strategic objectives established by the Youth Development Council by rule.

SECTION 2: PURPOSE

Grantee shall provide or cause to be provided, Project Activities throughout the 2017 – 2019 biennium as identified in Exhibit A. The Project Activities provided by Grantee will support the Council’s mission to enable youth ages 6 – 24 who face barriers to education and the workforce get back on the path to high school graduation, college, and/or career, either directly or through its subcontractors.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of **July 1, 2017** (“Effective Date”), and Grantee shall be eligible for reimbursement of Project Activities incurred on and after July 1, 2017. This Agreement terminates on **August 16, 2019**, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Sarah Drinkwater

255 Capitol Street NE, Salem OR 97310

503-947-5702

sarah.drinkwater@state.or.us

4.2 Grantee’s Authorized Representative is:

Rodney A. Cook

150 Beaver Creek Rd., Suite 305, Oregon City OR 97045

503-650-5677

rodcoo@clackamas.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee shall provide the Project Activities set forth on Exhibit A (the "Project"), attached hereto and incorporated herein by this reference.

SECTION 6: GRANT

- a. In accordance with the terms and conditions of this Agreement, Agency shall provide Grantee up to **\$100,000.00** ("Grant Funds") for cost of the Project Activities described in Exhibit A for the 2017-2019 biennium. Agency shall pay the Grant Funds from moneys available through its Social Services Block Grant Title XX Youth Investment Funds, a federal grant. Grant Funds may be used only for eligible Project costs authorized by this Agreement.
- b. This amount of Grant Funds is not a firm, fixed amount unconditionally guaranteed to be provided to Grantee, but is the not-to-exceed amount of Grant Funds Agency anticipates will be available for disbursement to Grantee for Project Activities during the 2017 – 2019 biennium.
- c. The Parties understand and agree that the specific amount awarded to Grantee is subject to change as a result of actions taken by the State of Oregon's Legislative Assembly during the 2017 – 2019 biennium. Agency will notify Grantee of specific funding cuts and award reductions, if any. In the event of such funding cuts at the state level, this Agreement may be amended as provided in Section 19 or terminated as provided in Section 16.
- d. Agency reserves the right to withhold or reduce the second year of funding if, after being offered technical assistance, Agency finds that Grantee is not expending Grant Funds, is not performing the Project Activities, or otherwise not in compliance with the requirements of this Agreement. This remedy is in addition to, and not in lieu of, Agency's right to exercise its remedies in the event Grantee's default under Section 13 of this Agreement.
- e. Grantee shall provide any additional information or further detail regarding Project Activities and the expenditure of Grant Funds as Agency may require upon Agency's request.

6.1 Disbursements.

- a. Upon receipt of Grantee's claim for reimbursement, Agency shall disburse the Grant Funds, or cause the Grant Funds to be disbursed, quarterly, contingent upon Agency's receipt and approval of (i) Grantee's Expenditure, Project Data, and Narrative Reports, or any other reports requested by Agency in Exhibit A, and (ii) determination that the amounts requested conform to Exhibit B, 2017 – 2019 Biennial Project Budget.
- b. To be eligible for Grant Funds disbursement, Grantee shall complete all Project Activities timely, as set forth in Exhibit A, and no later than **June 30, 2019**.
- c. To be processed for payment, reimbursement claims must include the following information:
 - i. Claim date;
 - ii. Agency's Agreement number, **11544**;
 - iii. Amount being requested;
 - iv. A description of the Project Activities planned or completed during the claim period.

- d. Grantee shall submit reimbursement claims to Agency quarterly, and within fourteen (14) calendar days following delivery of reports and documents required by Exhibit A to Agency. Grantee shall submit invoices electronically to the following Grant Manager identified for each Community Investment Funding Category as set forth in this Section 6.1.d. Quarters are defined as the three (3) calendar month periods between January 1 and March 31, April 1 and June 30, July 1 and September 30, and October 1 and December 31.

Youth & Community: Tier II

Abraham Magaña at: abraham.magana@state.or.us

6.2 Allowable Costs. The Grant Funds shall only be used to pay for Allowable Costs of the Project. "Allowable Costs" means costs of the Project incurred or to be expended by Grantee that are used only for the purposes set forth in Exhibit A. Any changes to the Project must be approved by Agency by an amendment pursuant to Section 19 herein. Grantee shall not use any Grant Funds for costs that are not Allowable Costs.

6.3 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:

6.3.1 Agency, or, if different than Agency, the source of funding described herein, has received sufficient funding and expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

6.3.2 No default as described in Section 11 has occurred.

6.3.3 Grantee's representations and warranties set forth in Section 7 are true and correct on the date of disbursement(s) with the same effect as though made on the date this Agreement was executed.

6.3.4 If Agency determines that any required Project Activities, tasks, deliverables, reports, or documentation are not acceptable and that any deficiencies are Grantee's responsibility, Agency shall prepare a written description of any deficiencies within ten (10) business days of the due date for the deliverable, report, or document or performance of the task or Project Activity, or within such timeframe as the Parties mutually agree in writing, and deliver such notice to Grantee. Grantee shall correct any deficiencies at no cost to Agency within ten (10) calendar days, or within such later timeframe as Agency shall specify in its notice to Grantee. The opportunity to cure a deficiency provided under this section is in addition to, and separate from, the written notice and opportunity to cure provided under Section 16.3 of this Agreement relative to Termination.

6.4 Recovery of Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds and Unexpended Funds to Agency no later than fifteen (15) business days after Agency's written demand.

6.5 Duplicate Payment. Grantee shall not be compensated for, or receive any other form of, duplicate, overlapping, or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any other agency of the State of Oregon or the United States of America or any other party, organization, or individual.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Agency that:

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

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 8: 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 Grantee 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. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: INTELLECTUAL PROPERTY/PERSONAL INFORMATION

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 9.1.1 "Agency Intellectual Property" means any intellectual property owned by Agency, including Agency Data, and developed independently from any intellectual property in the Project. Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property.
 - 9.1.2 "Agency Data" means information created and information stored by Agency, and information collected by Grantee regarding project participants and Agency during the course of providing services under this Grant, including Personal Information.

ODE CMS 11544/Tier II

- 9.1.3 "Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project funded under this Agreement.
- 9.1.4 "Personal Information"** as that term is used in ORS 646A.602(11), including social security numbers, as well as information protected by FERPA.
- 9.1.5 "Third Party Intellectual Property"** means any intellectual property owned by parties other than Grantee or Agency.
- 9.1.6 "Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein.
- 9.2** All Work Product created by Grantee under this Agreement, including Agency Data, derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Grantee agree that any Work Product that is an original work of authorship created by Grantee under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Grantee under this Agreement is not "work made for hire," Grantee hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Grantee under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- If the Work Product created by Grantee under this Agreement is Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the Grantee Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.3** If the Work Product created by Grantee under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 9.4** If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

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- 9.5 In the event of a conflict between this Section 9, and Section 15 captioned Federal Intellectual Property Rights Notice set forth in Exhibit D (Required Federal Terms and Conditions) of this Agreement, Section 15 of Exhibit D will control.

SECTION 10: INDEMNIFICATION

- 10.1 To the extent allowed by law, Grantee shall 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 attorney's fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement.
- 10.2 Grantee will have control of the defense and settlement of any claim that is 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 that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

SECTION 11: GRANTEE DEFAULT

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

- 11.1 Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2 Any representation, warranty or statement made by Grantee in this Agreement 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;
- 11.3 If permitted by law, Grantee (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (if allowed by law), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4 If permitted by law, a proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Grantee, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (c) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (if allowed by law).
- 11.5 Grantee uses or expends Grant Funds for any purpose other than that specified in this Agreement.

SECTION 12: AGENCY DEFAULT

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

SECTION 13: REMEDIES

- 13.1 In the event Grantee is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Grantee to complete, at Grantee's expense, activities necessary to satisfy its obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both, (f) demand the return of Grant Funds under Section 6.4, or (g) 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.
- 13.2 In the event Agency is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Grantee's sole monetary remedy will be for reimbursement of Project activities completed and accepted by Agency, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Grantee exceed the amount due to Grantee under this Section 13.2, Grantee shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

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

SECTION 15: CONFIDENTIALITY AND NON-DISCLOSURE.

- 15.1 **Confidential Information.** Grantee acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Grant, be exposed to or acquire information, including Personal Information, as that term is used in ORS 646A.602(11), including social security numbers, as well as information protected by FERPA, and that is confidential to Agency or Project participants. Any and all information of any form obtained by Grantee or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of Agency ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Grantee shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Grantee) publicly known; (b) is furnished by Agency to others without restrictions similar to those imposed by this Grant; (c) is rightfully in Grantee's possession without the obligation of nondisclosure prior to the time of its disclosure under this Grant; (d) is obtained from a source other than Agency without the obligation of confidentiality, (e) is disclosed with the written consent of Agency, or; (f) is independently developed by employees or agents of Grantee who can be shown to have had no access to the Confidential Information.

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- 15.2** Prior to the receipt of, and during the period in which Grantee has possession of or access to, any Personal Information, Grantee shall have and maintain a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628.
- 15.2.1** In addition to and without limiting the generality of Sections 15.1 and 15.2, Grantee shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Grantee receives access, possession, custody or control under this Agreement. Grantee shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Grantee shall not use, distribute or dispose of any Personal Information other than expressly permitted by Agency, required by applicable law, or required by an order of a tribunal having competent jurisdiction.
- 15.2.2** Grantee shall promptly report to the Agency any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which the Grantee receives access, possession, custody or control in the performance of this Agreement.
- 15.2.3** Grantee shall require the compliance by Grantee staff and Grantee agents with this Section.
- 15.3** Notification; Control of Required Notices. In the event Grantee or Grantee Agents discover or are notified of a Security Breach or potential breach of security relating to Agency Data as that term is defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”), Grantee will promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Agency Data was in the possession of Grantee or Grantee agents at the time of such Breach, Grantee will (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps that Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, in the event that Agency determines that any such Breach or potential Breach of security involving Agency Data for which notification to Agency customers or employees or any other individual or entity is required by law, Agency will have sole control over the timing, content, and method of such notification, subject to Grantee’s obligations under applicable law.
- 15.4 Non-Disclosure.** Grantee agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Grantee 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 purposes whatsoever other than the Project Activities, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Grantee shall use commercially reasonable efforts to assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Grantee shall advise Agency immediately in the event Grantee learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Grant and Grantee will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Grantee against any such person. Grantee agrees that, except as directed by Agency, Grantee will not at any time during or after the term of this Grant disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Grant, and that upon termination of this Grant, Grantee will retain all documents, papers, and other matter in Grantee's possession that embody Confidential Information for a period of three (3) years, subject to the security requirements of this Section 15, and at Agency request, transfer the Agency Data as directed by Agency. The retention requirements of Section 32 do not apply to Confidential Information retained by Grantee under this paragraph.

- 15.5** Injunctive Relief. Grantee acknowledges that breach of this Article 15, including disclosure of any Confidential Information, will give rise to irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the Breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Grantee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.
- 15.6** Grantee's employees, agents, subcontractors, and volunteers that will perform Project Activities must agree to submit to a criminal background check. Such background check must occur prior to performance of Project Activities or access of Agency Confidential Information. Background checks will be performed at Grantee's expense. Grantee and Agency, in their discretion have the right to reject any Grantee employee, agent, subcontractors, or volunteers, or limit any such person's authority to engage in Project Activities or to have access to Agency Personal Information or Grantee premises based on the results of the background check. Any employees, agents, subcontractor or volunteers of Grantee that have engaged in Project Activities between July 1, 2017 and the effective date of this Agreement, for whom a criminal background check has not been performed, shall immediately cease such activities until a background check is performed and passed.
- 15.7** In the event of a conflict between this Section 15, and Section 15 captioned Federal Intellectual Property Rights Notice set forth in Exhibit D (Required Federal Terms and Conditions) of this Agreement, Section 15 of Exhibit D will control.

SECTION 16: TERMINATION

- 16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2** Agency may terminate this Agreement as follows:
- 16.2.1** Upon thirty (30) calendar 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 Agreement;
 - 16.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
 - 16.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured fifteen (15) calendar days after written notice thereof to Grantee; or
 - 16.2.5** As otherwise expressly provided in this Agreement.
- 16.3** Grantee may terminate this Agreement 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 in Grantee's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee's performance under this Agreement is prohibited or Grantee is prohibited from paying for such performance from the planned funding source;
 - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured fifteen (15) business days after written notice thereof to Agency; or
 - 16.3.4** As otherwise expressly provided in this Agreement.

- 16.4 Upon receiving a notice of termination of this Agreement, Grantee will immediately cease all activities, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee will deliver to Agency all documents, information, and works-in-progress, and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Grantee will surrender all documents, research or objects or other tangible things needed to complete the Project activities that were to have been performed by Grantee under this Agreement to which Agency will have a license, or such other rights as outlined in Section 9.

SECTION 17: CONFLICT OF INTEREST

If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement declares and certifies that Grantee's activities under this Agreement and the Projects activities to be funded by this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency, (or if different from Agency, the source of funding described in Section 6) 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. Grantee understands and agrees that the specific amount awarded to Grantee is subject to change and may be reduced as a result of actions taken by the State of Oregon's Legislative Assembly funding cuts during the 2017 – 2019 biennium. Grantee understands and agrees that Grant Funds disbursement is conditioned on Grantee's completion of all Project Activities timely, as set forth in Exhibit A, and no later than **June 30, 2019**.

SECTION 19: AMENDMENTS

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

SECTION 20: NOTICE

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 Section 4 of this Agreement, with a copy of such notice to the respective Grant Manager set forth in Section 6.1.d, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) business days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 13, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: 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.

SECTION 23: COUNTERPARTS

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

SECTION 24: COMPLIANCE WITH LAW

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

SECTION 25: INDEPENDENT CONTRACTORS

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

SECTION 26: INTENDED BENEFICIARIES

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

SECTION 27: 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 the Project activities under this Agreement. Agency may terminate this Agreement upon written notice to Grantee after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

Grantee may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Grantee 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 Grantee's assignment or transfer of its interest in this Agreement will not relieve Grantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Grantee shall not, without Agency's prior written consent, enter into any subcontracts for any of the Project activities required of Grantee under this Agreement. Agency's consent to any subcontract will not relieve Grantee of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Grantee's performance of the Project activities under this Agreement.

SECTION 31: MERGER, 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. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that Agency, the Oregon Secretary of State's Office, 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 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, Grantee shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

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

SECTION 34: ADDITIONAL REQUIREMENTS

Grantee shall report Project progress using the progress report template provided by the Agency.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence:

1. this Agreement less all exhibits, attached,
2. Exhibit D, Required Federal Terms and Conditions;
3. Exhibit E, Information Required by 2 CFR § 200.331(a)(1);
4. Exhibit A, Project Activities;
5. Exhibit A, Schedule 1, Project File;
6. Exhibit A, Schedule 2, Narrative Report;
7. Exhibit A, Schedule 3, Data Report Instruction;
8. Exhibit A, Schedule 4, Data Report;
9. Exhibit B, Biennial Project Budget Instructions;
10. Exhibit B, Schedule 1, Biennial Project Budget;
11. Exhibit B, Schedule 2, Biennial Project Budget Category Definitions;
12. Exhibit B, Schedule 3, Expenditure Report Instructions;
13. Exhibit B, Schedule 4, Expenditure Report/Reimbursement Claim;
14. Exhibit B, Schedule 5, Fiscal Year End Summary Report; and
15. Exhibit C, Insurance Requirements.

SECTION 36: SIGNATURES

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

A. Clackamas County and its Children, Youth, and Families Division (Grantee):

Signature: _____ Date: _____
 Printed Name: Richard Swift, or alternate Alternate: _____
 Title: Director of Health, Housing, and Human Services Title: _____

 93-6002286
 Federal Tax ID Number

B. The State of Oregon, acting by and through its Department of Education:

Signature: _____ Date: _____
 Printed Name: Jana Hart, CPPB, OPBC, OCAC, or alternate Alternate: _____
 Title: Operations & Policy Analyst Title: _____
 Office of Finance & Administration

C. The State of Oregon, acting by and through its Department of Education, Youth Development Division:

Signature: Sarah Drinkwater, PhD. Date: January 29, 2018
 Printed Name: Sarah Drinkwater, or alternate Alternate: _____
 Title: Interim Deputy Director/ODE Assistant Superintendent Title: _____

D. APPROVED as to LEGAL SUFFICIENCY pursuant to ORS 291.047 and OAR 137.045.0030:

Signature: Approved as to legal sufficiency by CByrnes eMail on record Date: September 29, 2017
 Printed Name: Cynthia Byrnes, or alternate
 Title: Senior Assistant Attorney General

February 22, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Revenue Agreement with the State of Oregon, Department of Education – Youth Development Division for the PreventNet School Site in Gladstone

Purpose/Outcomes	This IGA funds academic support services to at-risk/high-risk youth at the PreventNet Community School site at Kraxberger Middle school in Gladstone.
Dollar Amount and Fiscal Impact	\$100,000 Federally Funded - Social Services Block Grant Title XX Youth Investment Funds No County General Funds are involved
Funding Source	Oregon Department of Education – Youth Development Division
Duration	Effective January 1, 2018 and terminates on August 16, 2019
Previous Board Action	N/A
Contact Person	Rodney Cook 503-650-5677
Contract No.	CYF-8672

BACKGROUND:

The Children, Youth & Family Division of the Health, Housing & Human Services Department requests approval of an Intergovernmental Revenue Agreement with the State of Oregon, Department of Education Youth Development Division. The majority of funds are sub-granted to a local non-profit to promote youth academic success and reduce high risk behaviors that could lead to drop out and/or juvenile justice system involvement via PreventNet Services. This grant will provide services to a minimum of 30 at-risk/high-risk youth per year to improve school engagement and academic achievement.

This Agreement is effective upon signature by all parties for services starting July 1, 2017 and terminating August 16, 2019. It has a maximum value of \$100,000 and was reviewed and approved by County Counsel on February 6, 2018.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
 Health, Housing & Human Services

INTERGOVERNMENTAL GRANT AGREEMENT

Agreement No. **11543**

Informational Cover Page

AGREEMENT INFORMATION	
Project Title:	Gladstone-Kraxberger Middle School PreventNet
Effective Date:	July 1, 2017
Expiration Date:	August 16, 2019
Amount:	\$100,000.00
Funding Source:	Federal Funds Social Services Block Grant Title XX Youth Investment
GRANTEE INFORMATION	
Grantee:	Clackamas County and its Children, Youth, and Families Division
Address:	150 Beavercreek Rd., Suite 305, Oregon City OR 97045
Project Contact:	Brian McCrady
Phone:	503-650-5681
eMail:	bmccrady@clackamas.us
Fiscal Contact:	Bryant Scott
Phone:	503-650-5675
eMail:	bscott@clackamas.us
AGENCY INFORMATION	
Project Contact:	Abraham Magaña
Phone:	503-378-5176
eMail:	abraham.magana@state.or.us
Procurement Contact:	Jana Hart, CPPB, OPBC, OCAC
Phone:	503-947-5805
eMail:	jana.hart@state.or.us

INTERGOVERNMENTAL GRANT AGREEMENT

Agreement No. 11543

This Intergovernmental Grant Agreement (“Agreement”) is between the State of Oregon acting by and through its Department of Education, Youth Development Division and its Youth Development Council (“Agency”) and **Clackamas County and its Children, Youth, and Families Division** (“Grantee”), each a “Party” and, collectively, the “Parties.”

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110; Senate Bill 5516 of the 2017 Legislative Session, Chapter 590, 2017 Laws, and ORS 417.847, which authorizes Agency’s Youth Development Council (the “Council”) to determine the availability of funding and to prioritize funding for services to support community-based youth development projects, programs, services, and initiatives with demonstrated outcomes and strategic objectives established by the Youth Development Council by rule.

SECTION 2: PURPOSE

Grantee shall provide or cause to be provided, Project Activities throughout the 2017 – 2019 biennium as identified in Exhibit A. The Project Activities provided by Grantee will support the Council’s mission to enable youth ages 6 – 24 who face barriers to education and the workforce get back on the path to high school graduation, college, and/or career, either directly or through its subcontractors.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of **July 1, 2017** (“Effective Date”), and Grantee shall be eligible for reimbursement of Project Activities incurred on and after July 1, 2017. This Agreement terminates on **August 16, 2019**, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Sarah Drinkwater
255 Capitol Street NE, Salem OR 97310
503-947-5702
sarah.drinkwater@state.or.us

4.2 Grantee’s Authorized Representative is:

Rodney A. Cook
150 Beaver Creek Rd., Suite 305, Oregon City OR 97045
503-650-5677
rodcoo@clackamas.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee shall provide the Project Activities set forth on Exhibit A (the "Project"), attached hereto and incorporated herein by this reference.

SECTION 6: GRANT

- a. In accordance with the terms and conditions of this Agreement, Agency shall provide Grantee up to **\$100,000.00** ("Grant Funds") for cost of the Project Activities described in Exhibit A for the 2017-2019 biennium. Agency shall pay the Grant Funds from moneys available through its Social Services Block Grant Title XX Youth Investment Funds, a federal grant. Grant Funds may be used only for eligible Project costs authorized by this Agreement.
- b. This amount of Grant Funds is not a firm, fixed amount unconditionally guaranteed to be provided to Grantee, but is the not-to-exceed amount of Grant Funds Agency anticipates will be available for disbursement to Grantee for Project Activities during the 2017 – 2019 biennium.
- c. The Parties understand and agree that the specific amount awarded to Grantee is subject to change as a result of actions taken by the State of Oregon's Legislative Assembly during the 2017 – 2019 biennium. Agency will notify Grantee of specific funding cuts and award reductions, if any. In the event of such funding cuts at the state level, this Agreement may be amended as provided in Section 19 or terminated as provided in Section 16.
- d. Agency reserves the right to withhold or reduce the second year of funding if, after being offered technical assistance, Agency finds that Grantee is not expending Grant Funds, is not performing the Project Activities, or otherwise not in compliance with the requirements of this Agreement. This remedy is in addition to, and not in lieu of, Agency's right to exercise its remedies in the event Grantee's default under Section 13 of this Agreement.
- e. Grantee shall provide any additional information or further detail regarding Project Activities and the expenditure of Grant Funds as Agency may require upon Agency's request.

6.1 Disbursements.

- a. Upon receipt of Grantee's claim for reimbursement, Agency shall disburse the Grant Funds, or cause the Grant Funds to be disbursed, quarterly, contingent upon Agency's receipt and approval of (i) Grantee's Expenditure, Project Data, and Narrative Reports, or any other reports requested by Agency in Exhibit A, and (ii) determination that the amounts requested conform to Exhibit B, 2017 – 2019 Biennial Project Budget.
- b. To be eligible for Grant Funds disbursement, Grantee shall complete all Project Activities timely, as set forth in Exhibit A, and no later than **June 30, 2019**.
- c. To be processed for payment, reimbursement claims must include the following information:
 - i. Claim date;
 - ii. Agency's Agreement number, **11543**;
 - iii. Amount being requested;
 - iv. A description of the Project Activities planned or completed during the claim period.

- d. Grantee shall submit reimbursement claims to Agency quarterly, and within fourteen (14) calendar days following delivery of reports and documents required by Exhibit A to Agency. Grantee shall submit invoices electronically to the following Grant Manager identified for each Community Investment Funding Category as set forth in this Section 6.1.d. Quarters are defined as the three (3) calendar month periods between January 1 and March 31, April 1 and June 30, July 1 and September 30, and October 1 and December 31.

Youth & Community: Tier II

Abraham Magaña at: abraham.magana@state.or.us

- 6.2 Allowable Costs.** The Grant Funds shall only be used to pay for Allowable Costs of the Project. "Allowable Costs" means costs of the Project incurred or to be expended by Grantee that are used only for the purposes set forth in Exhibit A. Any changes to the Project must be approved by Agency by an amendment pursuant to Section 19 herein. Grantee shall not use any Grant Funds for costs that are not Allowable Costs.
- 6.3 Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Agreement is subject to satisfaction of each of the following conditions precedent:
 - 6.3.1** Agency, or, if different than Agency, the source of funding described herein, has received sufficient funding and expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - 6.3.2** No default as described in Section 11 has occurred.
 - 6.3.3** Grantee's representations and warranties set forth in Section 7 are true and correct on the date of disbursement(s) with the same effect as though made on the date this Agreement was executed.
 - 6.3.4** If Agency determines that any required Project Activities, tasks, deliverables, reports, or documentation are not acceptable and that any deficiencies are Grantee's responsibility, Agency shall prepare a written description of any deficiencies within ten (10) business days of the due date for the deliverable, report, or document or performance of the task or Project Activity, or within such timeframe as the Parties mutually agree in writing, and deliver such notice to Grantee. Grantee shall correct any deficiencies at no cost to Agency within ten (10) calendar days, or within such later timeframe as Agency shall specify in its notice to Grantee. The opportunity to cure a deficiency provided under this section is in addition to, and separate from, the written notice and opportunity to cure provided under Section 16.3 of this Agreement relative to Termination.
- 6.4 Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds and Unexpended Funds to Agency no later than fifteen (15) business days after Agency's written demand.
- 6.5 Duplicate Payment.** Grantee shall not be compensated for, or receive any other form of, duplicate, overlapping, or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any other agency of the State of Oregon or the United States of America or any other party, organization, or individual.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Agency that:

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

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 8: 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 Grantee 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. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: INTELLECTUAL PROPERTY/PERSONAL INFORMATION

- 9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 9.1.1 "Agency Intellectual Property" means any intellectual property owned by Agency, including Agency Data, and developed independently from any intellectual property in the Project. Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property.
 - 9.1.2 "Agency Data" means information created and information stored by Agency, and information collected by Grantee regarding project participants and Agency during the course of providing services under this Grant, including Personal Information.

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- 9.1.3 "Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project funded under this Agreement.
- 9.1.4 "Personal Information"** as that term is used in ORS 646A.602(11), including social security numbers, as well as information protected by FERPA.
- 9.1.5 "Third Party Intellectual Property"** means any intellectual property owned by parties other than Grantee or Agency.
- 9.1.6 "Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein.
- 9.2** All Work Product created by Grantee under this Agreement, including Agency Data, derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Grantee agree that any Work Product that is an original work of authorship created by Grantee under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Grantee under this Agreement is not "work made for hire," Grantee hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Grantee under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- If the Work Product created by Grantee under this Agreement is Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the Grantee Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.3** If the Work Product created by Grantee under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 9.4** If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

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- 9.5** In the event of a conflict between this Section 9, and Section 15 captioned Federal Intellectual Property Rights Notice set forth in Exhibit D (Required Federal Terms and Conditions) of this Agreement, Section 15 of Exhibit D will control.

SECTION 10: INDEMNIFICATION

- 10.1** To the extent allowed by law, Grantee shall 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 attorney's fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement.
- 10.2** Grantee will have control of the defense and settlement of any claim that is 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 that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

SECTION 11: GRANTEE DEFAULT

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

- 11.1** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Grantee in this Agreement 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;
- 11.3** If permitted by law, Grantee (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (if allowed by law), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** If permitted by law, a proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Grantee, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (c) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (if allowed by law).
- 11.5** Grantee uses or expends Grant Funds for any purpose other than that specified in this Agreement.

SECTION 12: AGENCY DEFAULT

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

SECTION 13: REMEDIES

- 13.1** In the event Grantee is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Grantee to complete, at Grantee's expense, activities necessary to satisfy its obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both, (f) demand the return of Grant Funds under Section 6.4, or (g) 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.
- 13.2** In the event Agency is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Grantee's sole monetary remedy will be for reimbursement of Project activities completed and accepted by Agency, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Grantee exceed the amount due to Grantee under this Section 13.2, Grantee shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

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

SECTION 15: CONFIDENTIALITY AND NON-DISCLOSURE.

- 15.1 Confidential Information.** Grantee acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Grant, be exposed to or acquire information, including Personal Information, as that term is used in ORS 646A.602(11), including social security numbers, as well as information protected by FERPA, and that is confidential to Agency or Project participants. Any and all information of any form obtained by Grantee or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of Agency ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Grantee shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Grantee) publicly known; (b) is furnished by Agency to others without restrictions similar to those imposed by this Grant; (c) is rightfully in Grantee's possession without the obligation of nondisclosure prior to the time of its disclosure under this Grant; (d) is obtained from a source other than Agency without the obligation of confidentiality, (e) is disclosed with the written consent of Agency, or; (f) is independently developed by employees or agents of Grantee who can be shown to have had no access to the Confidential Information.

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- 15.2** Prior to the receipt of, and during the period in which Grantee has possession of or access to, any Personal Information, Grantee shall have and maintain a formal written information security program that provides safeguards to protect Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628.
- 15.2.1** In addition to and without limiting the generality of Sections 15.1 and 15.2, Grantee shall not breach or permit breach of the security of any Personal Information that is contained in any document, record, compilation of information or other item to which Grantee receives access, possession, custody or control under this Agreement. Grantee shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Grantee shall not use, distribute or dispose of any Personal Information other than expressly permitted by Agency, required by applicable law, or required by an order of a tribunal having competent jurisdiction.
- 15.2.2** Grantee shall promptly report to the Agency any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal Information to which the Grantee receives access, possession, custody or control in the performance of this Agreement.
- 15.2.3** Grantee shall require the compliance by Grantee staff and Grantee agents with this Section.
- 15.3** Notification; Control of Required Notices. In the event Grantee or Grantee Agents discover or are notified of a Security Breach or potential breach of security relating to Agency Data as that term is defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”), Grantee will promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Agency Data was in the possession of Grantee or Grantee agents at the time of such Breach, Grantee will (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps that Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, in the event that Agency determines that any such Breach or potential Breach of security involving Agency Data for which notification to Agency customers or employees or any other individual or entity is required by law, Agency will have sole control over the timing, content, and method of such notification, subject to Grantee’s obligations under applicable law.
- 15.4 Non-Disclosure.** Grantee agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Grantee 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 purposes whatsoever other than the Project Activities, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Grantee shall use commercially reasonable efforts to assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Grantee shall advise Agency immediately in the event Grantee learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Grant and Grantee will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Grantee against any such person. Grantee agrees that, except as directed by Agency, Grantee will not at any time during or after the term of this Grant disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Grant, and that upon termination of this Grant, Grantee will retain all documents, papers, and other matter in Grantee’s possession that embody Confidential Information for a period of three (3) years, subject to the security requirements of this Section 15, and at Agency request, transfer the Agency Data as directed by Agency. The retention requirements of Section 32 do not apply to Confidential Information retained by Grantee under this paragraph.

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- 15.5** Injunctive Relief. Grantee acknowledges that breach of this Article 15, including disclosure of any Confidential Information, will give rise to irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the Breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Grantee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.
- 15.6** Grantee's employees, agents, subcontractors, and volunteers that will perform Project Activities must agree to submit to a criminal background check. Such background check must occur prior to performance of Project Activities or access of Agency Confidential Information. Background checks will be performed at Grantee's expense. Grantee and Agency, in their discretion have the right to reject any Grantee employee, agent, subcontractors, or volunteers, or limit any such person's authority to engage in Project Activities or to have access to Agency Personal Information or Grantee premises based on the results of the background check. Any employees, agents, subcontractor or volunteers of Grantee that have engaged in Project Activities between July 1, 2017 and the effective date of this Agreement, for whom a criminal background check has not been performed, shall immediately cease such activities until a background check is performed and passed.
- 15.7** In the event of a conflict between this Section 15, and Section 15 captioned Federal Intellectual Property Rights Notice set forth in Exhibit D (Required Federal Terms and Conditions) of this Agreement, Section 15 of Exhibit D will control.

SECTION 16: TERMINATION

- 16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 16.2** Agency may terminate this Agreement as follows:
- 16.2.1** Upon thirty (30) calendar 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 Agreement;
 - 16.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
 - 16.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured fifteen (15) calendar days after written notice thereof to Grantee; or
 - 16.2.5** As otherwise expressly provided in this Agreement.
- 16.3** Grantee may terminate this Agreement 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 in Grantee's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee's performance under this Agreement is prohibited or Grantee is prohibited from paying for such performance from the planned funding source;
 - 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured fifteen (15) business days after written notice thereof to Agency; or
 - 16.3.4** As otherwise expressly provided in this Agreement.

- 16.4 Upon receiving a notice of termination of this Agreement, Grantee will immediately cease all activities, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee will deliver to Agency all documents, information, and works-in-progress, and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Grantee will surrender all documents, research or objects or other tangible things needed to complete the Project activities that were to have been performed by Grantee under this Agreement to which Agency will have a license, or such other rights as outlined in Section 9.

SECTION 17: CONFLICT OF INTEREST

If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement declares and certifies that Grantee's activities under this Agreement and the Projects activities to be funded by this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency, (or if different from Agency, the source of funding described in Section 6) 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. Grantee understands and agrees that the specific amount awarded to Grantee is subject to change and may be reduced as a result of actions taken by the State of Oregon's Legislative Assembly funding cuts during the 2017 – 2019 biennium. Grantee understands and agrees that Grant Funds disbursement is conditioned on Grantee's completion of all Project Activities timely, as set forth in Exhibit A, and no later than **June 30, 2019**.

SECTION 19: AMENDMENTS

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

SECTION 20: NOTICE

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 Section 4 of this Agreement, with a copy of such notice to the respective Grant Manager set forth in Section 6.1.d, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) business days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 13, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: 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.

SECTION 23: COUNTERPARTS

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

SECTION 24: COMPLIANCE WITH LAW

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

SECTION 25: INDEPENDENT CONTRACTORS

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

SECTION 26: INTENDED BENEFICIARIES

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

SECTION 27: 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 the Project activities under this Agreement. Agency may terminate this Agreement upon written notice to Grantee after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

Grantee may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Grantee 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 Grantee's assignment or transfer of its interest in this Agreement will not relieve Grantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Grantee shall not, without Agency's prior written consent, enter into any subcontracts for any of the Project activities required of Grantee under this Agreement. Agency's consent to any subcontract will not relieve Grantee of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Grantee's performance of the Project activities under this Agreement.

SECTION 31: MERGER, 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. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that Agency, the Oregon Secretary of State's Office, 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 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, Grantee shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

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

SECTION 34: ADDITIONAL REQUIREMENTS

Grantee shall report Project progress using the progress report template provided by the Agency.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence:

1. this Agreement less all exhibits, attached,
2. Exhibit D, Required Federal Terms and Conditions;
3. Exhibit E, Information Required by 2 CFR § 200.331(a)(1);
4. Exhibit A, Project Activities;
5. Exhibit A, Schedule 1, Project File;
6. Exhibit A, Schedule 2, Narrative Report;
7. Exhibit A, Schedule 3, Data Report Instruction;
8. Exhibit A, Schedule 4, Data Report;
9. Exhibit B, Biennial Project Budget Instructions;
10. Exhibit B, Schedule 1, Biennial Project Budget;
11. Exhibit B, Schedule 2, Biennial Project Budget Category Definitions;
12. Exhibit B, Schedule 3, Expenditure Report Instructions;
13. Exhibit B, Schedule 4, Expenditure Report/Reimbursement Claim;
14. Exhibit B, Schedule 5, Fiscal Year End Summary Report; and
15. Exhibit C, Insurance Requirements.

SECTION 36: SIGNATURES

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

A. Clackamas County and its Children, Youth, and Families Division (Grantee):

Signature: _____ Date: _____
 Printed Name: Richard Swift, or alternate Alternate: _____
 Title: Director of Health, Housing, and Human Services Title: _____

Federal Tax ID Number

B. The State of Oregon, acting by and through its Department of Education:

Signature: _____ Date: _____
 Printed Name: Jana Hart, CPPB, OPBC, OCAC, or alternate Alternate: _____
 Title: Operations & Policy Analyst Title: _____
 Office of Finance & Administration

C. The State of Oregon, acting by and through its Department of Education, Youth Development Division:

Signature: *Sarah Drinkwater, PhD.* Date: January 28, 2018
 Printed Name: Sarah Drinkwater, or alternate Alternate: _____
 Title: Interim Deputy Director/ODE Assistant Superintendent Title: _____

D. APPROVED as to LEGAL SUFFICIENCY pursuant to ORS 291.047 and OAR 137.045.0030:

Signature: Approved as to legal sufficiency by CByrnes eMail on record Date: September 29, 2017
 Printed Name: Cynthia Byrnes, or alternate
 Title: Senior Assistant Attorney General

February 22, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Grant Agreement with Northwest Family Services for
Student Resource Coordination

Purpose/Outcomes	SRCs operate throughout Clackamas County to connect students exhibiting drug and alcohol use to needed resources and services, including healthcare, treatment, prevention, judicial, educational, and other human services.
Dollar Amount and Fiscal Impact	\$116,000 No County General Funds
Funding Source	State of Oregon's A&D SUD Prevention/Treatment funding via IAA from Behavioral Health Division via IAA #8616 between CYF & Behavioral Health
Duration	January 1, 2018 through June 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF 8642

BACKGROUND:

Children, Youth & Families Division of the Health, Housing & Human Services Department requests approval of a local Grant Agreement with Northwest Family Services to coordinate resources and services for students and their families exhibiting Drug and Alcohol use to meet their academic success goals. The Student Resource Coordinator will identify and serve youth at risk of or involved in the use of alcohol and drugs and to strengthen collaboration and promote service integration among schools, nonprofits, local diversion panels, and State and County human service agencies. A minimum of 150 youth and their families will be served through this Agreement.

This contract has a maximum value of \$116,000 and was reviewed and approved by County Counsel on January 17, 2018. It becomes effective upon signature by all parties for services starting January 1, 2018 and terminating June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

CLACKAMAS COUNTY, OREGON LOCAL GRANT AGREEMENT CYF 8642	
Project Name: Northwest Family Services – Student Resource Coordination Project Number: CYF-8642	
This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing & Human Services - Children Youth and Families Division and Northwest Family Services, an Oregon Nonprofit Corporation.	
COUNTY Data	
Grant Accountant: Michael Morasko	Program Manager: Tiffany Hicks
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5435 mmorasko@clackamas.us	Clackamas County – Children, Youth & Families Division 150 Beavercreek Road Oregon City, OR 97045 503-722-6867 thicks@clackamas.us
RECIPIENT Data	
Finance/Fiscal Representative: Rose Fuller	Program Representative: Rose Fuller
Northwest Family Services 6200 SE King Rd. Portland, OR 97222 503-546-6377 rfuller@nwfs.org	Northwest Family Services 6200 SE King Rd. Portland, OR 97222 503-546-6377 rfuller@nwfs.org
DUNS: 612467134	

RECITALS

1. Northwest Family Services ("RECIPIENT") is a not-for-profit organization whose mission is to equip people with vital skills for a lifetime in support of child, youth, and family well-being. Northwest Family Services partners with schools, county agencies, and others to deliver a range of challenging, age-appropriate programs in a safe, structured, and positive environment.
2. Clackamas County ("COUNTY") selected RECIPIENT through a competitive process to implement programming to improve student achievement, attendance, behavior, and other skills for healthy development for youth identified as at risk of or involved in the use of alcohol and drugs, and to strengthen collaboration and promote service integration among schools, nonprofits, local diversion panels, and the State and County human service agencies.
3. Project description: the Student Resource Coordinator ("SRC") will coordinate resources and services for students exhibiting drug and alcohol use to meet their academic success goals. The SRC will operate throughout the county, prioritizing PreventNet sites that also have a local diversion panel operating nearby. The SRC will receive, coordinate, and expedite service referrals for students and help them navigate healthcare, education, judicial and other human service systems. The SRC will also follow-up with families and service providers to ensure timely access to services and that services have effectively met mutually identified needs.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Grant Agreement (this "Agreement") the COUNTY and RECIPIENT 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 **January 1, 2018** and not later than **June 30, 2019**, 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 is described in Attached Exhibit A-1: Statement of Program Objectives. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT 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 the COUNTY will pay is **\$116,000**.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C-1: Financial Report and Reimbursement Request and Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **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 executed before RECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **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.
8. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** RECIPIENT 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) **Personnel.** If RECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, RECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not RECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Program Budget. RECIPIENT 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.
- e) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
- f) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- g) **Match.** Matching funds are not required for this Agreement.
- h) **Payment.** RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit C-1: Financial Report and Reimbursement Request.
- i) **Performance Reporting.** RECIPIENT must submit Performance Reports as specified in Exhibit A-2 on a quarterly basis during the term of this Agreement.
- j) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- k) **Monitoring.** RECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY and its duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- l) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years following the Project End Date (June 30, 2019), 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.
- m) **Failure to Comply.** RECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

9. Compliance with Applicable Laws

- a) **Public Policy.** RECIPIENT 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.** RECIPIENT 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) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, RECIPIENT may in writing request COUNTY to resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. RECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

10. General Agreement Provisions

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT'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, RECIPIENT shall obtain at RECIPIENT's 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 in the amount of not less than \$2,000,000 combined single limit per occurrence for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **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, elected officials, officers, and employees" as an additional insured.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 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 days notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT 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, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** RECIPIENT 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.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.

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

(Signature Page Follows)

SIGNATURE PAGE TO THE STUDENT RESOURCE COORDINATION GRANT AGREEMENT

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

RECIPIENT

Northwest Family Services
6200 SE King Rd.
Portland, OR 97222

By: 
Rose Fuller, Executive Director

Dated: 1/18/2018

CLACKAMAS COUNTY

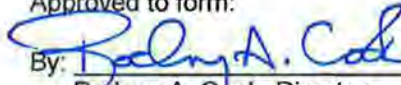
Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: _____

Approved to form:

By: 
Rodney A. Cook, Director
Children, Youth & Families Division

Dated: 2/12/18

- Exhibit A-1: Statement of Program Objectives
- Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey and Report
- Exhibit A-4: Demographic Report
- Exhibit B: Program Budget
- Exhibit C-1: Financial Report and Reimbursement Request
- Exhibit C-2: Monthly Activity Report

February 22, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with
Northwest Housing Alternatives, Inc.
for the Tenant Based Rental Assistance Program (TBRA)

Purpose/Outcomes	Home Investment Partnerships Program HOME funds will assist in funding the Tenant Based Rental Assistance Program (“TBRA”) as authorized under HOME to help individual households in Clackamas County afford housing costs such as rent and security deposits.
Dollar Amount and Fiscal Impact	Total HOME funds is \$100,000 <ul style="list-style-type: none"> • No County General Funds are involved.
Funding Source	The fund source is the FY17 HOME allocation which the County receives annually from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
Duration	The term of this Agreement is September 1, 2017 and ends June 30, 2020.
Previous Board Action	2017 Action Plan and the 3-Year Funding Recommendations were approved by the BCC on May 5, 2016.
Strategic Plan Alignment	1. Increasing housing choice and housing opportunity for low to moderate income households. 2. Ensuring safe, healthy and secure communities
Contact Person	Kevin Ko, Manager, Housing and Community Development - (503) 655-8359
Contract No.	H3S 8670

BACKGROUND:

The Community Development Division of the Clackamas County Health, Housing and Human Services Department requests the approval of a Subrecipient Agreement for a Tenant Based Rental Assistance (TBRA) Program with Northwest Housing Alternatives (NHA). The TBRA program provides emergency rental assistance to households who are homeless or at-risk of becoming homeless. The program may provide up to 12 months assistance to an eligible household for security deposits, rental deposits and monthly rental assistance. The assisted household is required to pay at least 30% of its monthly income towards rent. The full description of forms and amounts of assistance may be found in the County’s HOME TBRA Guidelines.

NHA has been operating a HOME funded TBRA program in Clackamas County since 2013.

This agreement was delayed from HUD due to federal budget issues and the processing of Subrecipient agreements.

RECOMMENDATION:

Staff recommends the Board approve this Subrecipient Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services Department

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 18-029**

Project Name: *NHA Tenant Based Rental Assistance*
Project Number: **53595**

This Agreement is between Clackamas County, Oregon,
acting by and through its Department of Health Housing & Human Services Department,
Community Development Division, and
Northwest Housing Alternatives, Inc., an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: *Larry Crumbaker*

Program Manager: *Kevin Ko*

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
Phone 503-742-5429
larrycru@clackamas.us

Clackamas County – Community Development Division
2051 Kaen Rd., STE 245
Oregon City, OR 97045
Phone 503-655-8359
kko@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: *Martha McLennan*

Program Representative: *Angela Trimble*

Martha McLennan
2316 SE Willard Street
Milwaukie, OR 97222
Phone: 503-654-1007
Email: McLennan@nwhousing.org

Angela Trimble
2316 SE Willard Street
Milwaukie, OR 97222
Phone: 503-654-1007
Email: trimble@nwhousing.org

DUNS: 180757437

RECITALS

1. This agreement (this "Agreement") is entered into between Clackamas County ("COUNTY") and Northwest Housing Alternatives, Inc. ("SUBRECIPIENT") to provide a basis for a cooperative working relationship for the purpose of implementing the Department of Housing and Urban Development's ("HUD") HOME Investment Partnerships Program ("HOME") contained in Subpart A of Title 24 of the National Affordable Housing Act of 1990, and regulations adopted under such Act at 24 Code of Federal Regulations ("CFR") Part 92, as amended. HOME is designed to provide formula grants to states and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people.
2. COUNTY seeks to partner with SUBRECIPIENT by funding a Tenant-Based Rental Assistance Program ("TBRA") as authorized under HOME to help individual households in Clackamas County afford housing costs such as rent and security deposits.
3. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement 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 subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **September 1, 2017** 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.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives and Performance Requirements. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of award #M17-UC410201 (Federal award date: 10/19/17) that is the source of the grant funding, in addition to compliance with requirements of 24 CFR Part 92. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference.
4. **Grant Funds.** COUNTY's funding for this Agreement is the **Home Investment Partnerships Program (Catalogue of Federal Domestic Assistance [CFDA] #: 14.239)** issued to the COUNTY by HUD (Federal Award Identification #M17-UC410201). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$100,000.00**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibits A: Statement of Program Objectives and Performance Requirements and D: Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment. The use of funds shall be expressly limited to the activities described in this Agreement.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and

accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred. In addition, financial records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Program Income.** Not applicable.
- h) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. Any itemized cost category expenditure subtotal that will exceed 10% of its allocated HOME funding will require an Agreement modification. Requests for budget revisions will specifically state the reasons for the requested increase and, if applicable, a justification for the corresponding decrease in another category. At no time may budget modification change the scope of the original grant application or Agreement.
- i) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.
- j) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- k) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Reimbursement Request.

- l) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit A for each period (quarterly, and final) during the term of this Agreement.
- m) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Reimbursement Request on a quarterly basis.
- n) **Specific Conditions.** This space intentionally left blank.
- o) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits E & F), performance (Exhibit A), and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 30 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- p) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- q) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- r) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- s) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT

will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- t) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- u) **Record Retention.** SUBRECIPIENT will retain required records for a period of five years after the period of rental assistance terminates and will maintain all records identified in the Required Records section of Exhibit F: Special Terms and Conditions, in accordance with 24 CFR 92.508.
- v) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for grant #53595, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to COUNTY, as grantee, under those grant documents.
- w) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; (ix) Architectural Barriers Act of 1968; X Section 3 of the HUD Act of 1968; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. SUBRECIPIENT will take necessary and appropriate actions to prevent discrimination in federally-assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended, Executive Order 11063, as amended by Executive Order 12259, implemented at 24 CFR 107.) Additional requirements are as specified in 24 CFR Part 92 Subpart H.

- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by HUD.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **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.
- e) **Duplication of Costs.** SUBRECIPIENT certifies that work performed under this Agreement does not duplicate any work to be charged against any other Agreement, Contract, Statement of Work, or other source.
- f) **Environmental Review.** COUNTY certifies that it has completed an environmental review for the TBRA program in compliance with the requirements of 24 CFR 92.352.
- g) **Property Standards.** SUBRECIPIENT shall ensure that housing assisted with HOME TBRA funds shall, at a minimum, meet the property standards of 24 CFR 92.251(d).
- h) **Lead-Based Paint Poisoning.** Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations at 24 CFR 35.
- i) **Faith-Based Activities.** SUBRECIPIENT shall comply with the requirements of 24 CFR 92.257 and shall ensure that funds provided under this Agreement shall not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.
- j) **Accessibility.** SUBRECIPIENT shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR 8.
- k) **Acquisition and Relocation.** SUBRECIPIENT shall follow the applicable sections of 24 CFR 42 and 24 CFR 92.353 regarding displacement and relocation.
- l) **Limited English Proficiency.** SUBRECIPIENT shall take necessary and appropriate actions to assist clients with Limited English Proficiency ("LEP") in compliance with Executive Order 13166 and the HUD Notice "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons" (Federal Register, January 22, 2007 pages 2731- 2754).
- m) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws

and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- n) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- o) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- p) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - Procure a commercial sex act during the period of time the award is in effect; or
 - Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT shall follow the applicable sections of 24 CFR 92.356 and must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by

SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

SUBRECIPIENT shall ensure that no officer, consultant, elected or appointed official, employee, or agent of the COUNTY or the SUBRECIPIENT who exercises any functions or responsibilities in connection with the planning and carrying out of the HOME Program, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability

Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **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, elected officials, officers, and employees" as an additional insured.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days-notice of cancellation provision shall be physically endorsed on to the policy.
 - 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. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 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.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.

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

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

SUBRECIPIENT

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

Northwest Housing Alternatives

Signing on Behalf of the Board,

By: _____
Clackamas County
Richard Swift, Director
Health, Housing and Human Services

By:  _____
Martha McLennan
Executive Director
Northwest Housing Alternatives

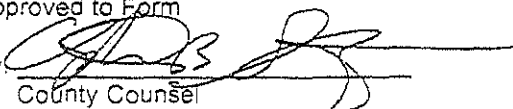
Dated: _____

Dated: 2-8-18

By: _____
Recording Secretary

Dated: _____

Approved to Form

By:  _____
County Counsel

Dated: 5 February 2018

- Exhibit A: Statement of Program Objectives and Performance Requirements
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Reimbursement Request
- Exhibit E: Final Financial Report
- Exhibit F: Special Terms and Conditions



SCOTT CAUFIELD, MANAGER
 RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

February 22, 2018

Board of Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment No. 2 to the 2016-2018 Intergovernmental Agreement with Metro to
Correct a Clerical Error for FY 17-18 Funding

Purpose/ Outcomes	This IGA amendment corrects the funding amount for the 17-18 FY.
Dollar Amount and Fiscal Impact	This amendment adds \$3,991.00 to the value of the IGA for 17-18, increasing the total funding amount to \$417,481. Metro funds partially offset the cost of meeting state requirements under a Solid Waste Management Plan and Oregon's Opportunity to Recycle Act.
Funding Source	Metro's Regional System Fees and County Solid Waste Franchise Fees.
Duration	July 1, 2017 – June 30, 2018
Previous Board Action	This amendment updates the IGA amendment adopted by the BCC in December 2017 for FY 2017-2018. The BCC has approved a Solid Waste Management Plan and supplemental funding from Metro annually since 1991.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities. (BCC) 2. Honor, utilize, promote and invest in natural resources. (BCC) 3. Waste reduction and conservation of resources. (DTD-RCSW)
Contact Person	Eben Polk – Resource Conservation & Solid Waste (DTD) -- 742-4470
Contract No.	Metro Contract No. 934313 Amendment No. 2

BACKGROUND:

The 17-18 IGA amendment with Metro that funds waste reduction and recycling programs contained a miscalculated funding amount. Metro intended to provide \$417,481. The 17-18 amendment approved by the Board in December 2017 was for \$413,490 (\$3,991 less).

This amendment No. 2 restores the intended value for this fiscal year. The County will receive funds for two work plan components: the Annual Waste Reduction Plan (\$203,790) and the Recycle at Work program plus a Targeted Business Sector payment for work with food generating businesses (\$213,691).

2471County Counsel reviewed and approved this contract as to form on January 8, 2018.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve Amendment No. 2 to Metro Contract No 934313.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eben Polk". The signature is fluid and cursive, with the first name "Eben" and last name "Polk" clearly distinguishable.

Eben Polk, Supervisor
DTD-Resource Conservation & Solid Waste

Attachments:

IGA Amendment No. 2 for BCC Signature
IGA Amendment No. 1 approved in December 2017

Amendment



AMENDMENT NO. 2
METRO CONTRACT NO. 934313

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN METRO AND CLACKAMAS COUNTY, hereinafter referred to as "County."

This Contract Amendment No. 2, dated January 4, 2018, hereby amends Metro Contract No. 934313 ("the Agreement").

In exchange for the promises and other considerations set forth in the Contract, Contract Amendment No. 1 and in this Contract Amendment No. 2, the parties hereby agree as follows:

A. Purpose

The purpose of this Contract Amendment No. 2 is solely to add \$3,991 to the payment for services amount specified in Contract Amendment No. 1 in order to correct a clerical error that resulted in an incorrect payment amount for fiscal year 2017-18.

B. Provisions of Contract Amendment No. 2

1. Modification of Payment Provision:

The language of Section 4 of the Agreement is deleted and replaced with the following:

Payment for Services. Metro shall pay County \$417,481.00 for the work specified in the Agreement, as modified by Contract Amendment No. 1, of which \$203,790 are for Annual Waste Reduction services performed and materials delivered and \$213,691 are for Recycle at Work maintenance and Targeted Business Sector Grant services performed and materials delivered. Metro will pay this amount within 30 days of approving the County invoice.

C. No Other Modifications

Except as modified herein, all other terms and conditions of the Agreement, as amended by Contract Amendment No. 1, shall remain in full force and effect. Any conflict between the provisions of this Contract Amendment No. 2, on the one hand, and the original Agreement and Contract Amendment No. 1, on the other hand, shall be resolved by reference to and reliance upon this Contract Amendment No. 2.

CLACKAMAS COUNTY

METRO

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Amendment



AMENDMENT NO. 2
METRO CONTRACT NO. 934313

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN METRO AND CLACKAMAS COUNTY, hereinafter referred to as "County."

This Contract Amendment No. 2, dated January 4, 2018, hereby amends Metro Contract No. 934313 ("the Agreement").

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C. No Other Modifications

Except as modified herein, all other terms and conditions of the Agreement, as amended by Contract Amendment No. 1, shall remain in full force and effect. Any conflict between the provisions of this Contract Amendment No. 2, on the one hand, and the original Agreement and Contract Amendment No. 1, on the other hand, shall be resolved by reference to and reliance upon this Contract Amendment No. 2.

CLACKAMAS COUNTY

METRO

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Amendment



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

AMENDMENT NO. 1
METRO CONTRACT NO. 934313

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN METRO AND CLACKAMAS COUNTY, hereinafter referred to as "County."

This Contract Amendment No. 1, dated September 20, 2017, hereby amends Metro Contract No. 934313 ("the Agreement").

In exchange for the promises and other considerations set forth in the Contract and in this Contract Amendment No. 1, the parties hereby agree as follows:

A. Purpose

The purpose of this Contract Amendment No. 1 is to modify (1) the Scope of Work for fiscal year 2017-18; and (2) the payment for services.

B. Provisions of Contract Amendment No. 1

1. Modification of Scope of Work:

Attachments A, B, C, and D to the Agreement for fiscal year 2016-17 as referenced in Paragraph 1 and Paragraph 3 of the Agreement are deleted and replaced with the updated Attachment E, which applies to fiscal year 2017-18 and is attached hereto.

In addition to the Scope of Work, County and Metro will determine what is needed to comply with changes to state law (OAR 340-090-0040 and ORS 459A as amended in 2015 by SB 263 which made fundamental changes to the Opportunity to recycle Act (ORS 459A) including revised material recovery and waste prevention goals and requirements for Oregon's municipalities and wastesheds.

2. Modification of Payment Provision:

The language of Section 4 of the Agreement is deleted and replaced with the following:

Payment for Services. Metro shall pay County \$413,490.00 for the work specified in the Agreement. Metro will pay this amount within 30 days of approving the County invoice.

C. No Other Modifications

Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. Any conflict between the provisions of this Contract Amendment No. 1, on the one hand, and the original Agreement, on the other hand, shall be resolved by reference to and reliance upon this Contract Amendment No. 1.

Amendment



AMENDMENT NO. 1
METRO CONTRACT NO. 934313

CLACKAMAS COUNTY

METRO

By: [Signature]
Title: Chair
Print Name: Jim Bernard
Date: 12-21-17 B.I.

By: [Signature]
Title: Director of PRS
Print Name: T. Wesley Colton
Date: 1/14/18



COPY

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

February 22, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Milwaukie for work related to the Monroe Street Design Plan

Purpose/ Outcomes	To coordinate right-of-way survey work and traffic impact analysis work with the City of Milwaukie for Monroe Street from downtown Milwaukie to Fuller Road near the Clackamas Town Center.
Dollar Amount and Fiscal Impact	County shall be responsible for 25% of cost associated with traffic impact analysis work (not to exceed \$17,500.00) and for 89% of the cost associated with the survey work (not to exceed \$59,683.00). Work cost sharing is based on percentage of work within each jurisdiction as described in Exhibit A and B of the attached IGA.
Funding Source	City of Milwaukie and Clackamas County Development Agency
Duration	Effective upon signature and termination on May 31, 2018
Previous Board Action	No previous action on IGA. In 2015 the Board of Commissioners authorized staff to develop a concept plan for Monroe Street utilizing Transportation Growth Management (TGM) funds from ODOT. BCC Planning Session: December 6, 2016
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities.
Contact Person	Karen Buehrig, DTD Transportation Planning Supervisor – 503-742-4683

The Department of Transportation and Development (DTD) requests the approval of an Intergovernmental Agreement (IGA) with the City of Milwaukie to share work associated with transportation and safety improvements on Monroe Street from downtown Milwaukie to the Clackamas Town Center area. Monroe Street is an important regional action transportation connection and in 2016 the DTD prepared a draft concept plan for transportation improvements from the intersection of Linwood Avenue (Milwaukie city limits) to the I-205 multi-use path near the Clackamas Town Center. In 2017, the Monroe Street Neighborhood Design Plan was put on hold until additional information about the impacts of the project could be developed. In 2015, the City of Milwaukie adopted a design plan for the portion of the street within the city limits. The City of Milwaukie and DTD are working together to develop the right-of-way survey work and the traffic modeling analysis that provides the information needed to move the project forward. The IGA has been reviewed and approved by County Counsel. The contract is effective through May 31, 2018.

RECOMMENDATION:

Staff recommends the Board approve and sign the attached Intergovernmental Agreement (IGA) with the City of Milwaukie.

Respectfully submitted,

Mike Bezner
Assistant Director of Transportation

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY
AND THE CITY OF MILWAUKIE
RELATED TO THE MONROE STREET DESIGN PLAN**

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

RECITALS

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

WHEREAS, Monroe Street is an important regional active transportation connection linking downtown Milwaukie and the Willamette River Multiuse Path and the Clackamas Regional Center and the I-205 Multiuse Path;

WHEREAS, the City of Milwaukie's Transportation System Plan ("TSP") identifies Monroe Street as a significant neighborhood greenway and the County's Active Transportation Plan ("ATP") identifies Monroe Street a Principle Active Transportation ("PAT") Route;

WHEREAS, the Monroe Street corridor is located within the Milwaukie city limits and unincorporated Clackamas County;

WHEREAS, the City Resolution R107-2015 adopted a concept plan for the Monroe Street Neighborhood Greenway and directed staff to conduct additional modeling of traffic data and then coordinate with other agencies as needed;

WHEREAS, the County has prepared a Neighborhood Street Design Plan for the section of Monroe Street from the Monroe Street-Linwood Avenue Intersection to the Clackamas Town Center;

WHEREAS, on October 10, 2016 the Clackamas County Planning Commission voted against approving the Monroe Street Neighborhood Design plan due, in part, to a desire for more refined traffic analysis and right-of-way study;

WHEREAS, the City and County agree that Monroe Street requires the work set forth in Exhibit "A" and Exhibit "B," which is attached hereto and incorporated herein and, which generally includes traffic modeling services and right-of-way surveying (the "Project");

WHEREAS, the County would like to engage the City to perform the work set forth in Exhibit "A" and the City (through contract with private entity) is willing to perform the work;

WHEREAS, the City would like to engage the County to perform the work set forth in Exhibit "B" and the County is willing to perform the work;

WHEREAS, the City estimates that the total cost of the work associated with the portion of the Project identified in Exhibit A (the "Traffic Impact Analysis Work") will not exceed \$70,000.00;

WHEREAS, the City shall be responsible for seventy-five percent (75%) of the costs associated with the Traffic Impact Analysis Work identified in Exhibit A, and its contribution shall not exceed \$52,500.00;

WHEREAS the County shall be responsible for twenty-five percent (25%) of the costs associated with the Traffic Impact Analysis Work identified in Exhibit A, and its contribution shall not exceed \$17,500.00;

WHEREAS, the County estimates that the total cost of the work associated with the portion of the Project identified in Exhibit B (the "Survey Work") will not exceed \$67,060.00;

WHEREAS, the City shall be responsible for eleven percent (11%) of the costs associated with the Survey Work identified in Exhibit B, and its contribution shall not exceed \$7,377.00; and

WHEREAS, the County shall be responsible for eighty-nine percent (89%) of the costs associated with the Survey Work identified in Exhibit B, and its contribution shall not exceed \$59,683.00.

AGREEMENT

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

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2018, whichever is sooner.
2. **Rights and Obligations of the County.**
 - A. The County agrees to complete the Survey Work associated with the Project, as more specifically described in Exhibit "B."
 - B. The County will coordinate with the City in the Survey Work and the Traffic Impact Analysis Work associated with the Project.
 - C. The County shall reimburse the City for twenty-five percent (25%) of the costs associated with the Traffic Impact Analysis Work, which have been incurred by the City. The County shall issue payment to the City for approved costs within 30 days of receipt of invoices submitted by the City. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the City by the County under this Agreement shall not exceed \$17,500.00 without prior written amendment of this Agreement executed by the County and the City.
 - D. The County shall submit an invoice to the City for reimbursement of costs billed to the Project within thirty (30) days from the date the Survey Work is complete. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the County by the City under this Agreement shall be \$7,377.00 without prior written amendment of this Agreement executed by the County and the City.

The County shall submit its invoice to the City at the following address:

City of Milwaukie
Attention: Finance
6101 SE Johnson Creek Blvd.
Milwaukie, OR 97206

A copy of County invoices may be emailed to: finance@milwaukieoregon.gov

- E. Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272.

3. Rights and Obligations of the City.

- A. The City agrees to complete the Traffic Impact Analysis Work associated with the Project, as more specifically described in Exhibit "A."
- B. The City will coordinate with the County in the Traffic Impact Analysis Work and the Survey Work associated with the Project.
- C. The City shall reimburse the County for eleven percent (11%) of the costs associated with the Survey Work, which have been incurred by the County. The City shall issue payment to the County for approved costs within 30 days of receipt of invoices submitted by the County. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the County by the City under this Agreement shall not exceed \$7,377.00 without prior written amendment of this Agreement executed by the County and the City.
- D. The City shall submit an invoice to the County for reimbursement of costs billed to the Project within thirty (30) days from the date the Traffic Impact Analysis Work is complete. Notwithstanding any provision herein which may be construed to the contrary, the total compensation provided to the City by the County under this Agreement shall be \$17,500.00 without prior written amendment of this Agreement executed by the County and the City.

The City shall submit its invoice to the County at the following address:

Clackamas County
Attention: Laura Kitts
150 Beaver Creek Road
Oregon City, OR 97045

A copy of City invoices may be emailed to: LKitts@clackamas.us

- E. The City of Milwaukie is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The City maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272.

4. Work Plan and Project Schedule.

- A. It is the desire of both Parties to complete the Project as soon as practicable, if possible prior to May 31, 2018.
- B. In the event any part of the Project is unable to be completed by May 31, 2018, the Parties may mutually agree in writing to adjust the Project timeline and this Agreement, or modify or terminate the Project as necessary. In the event of alterations to the Project, other terms of this Agreement shall remain in effect except for mutually agreed upon changes. In no event shall either Party claim any damages, monetary or otherwise, resulting from the other Party's failure to complete the Project by May 31, 2018.

5. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event any part of the Project is unable to be completed by May 31, 2018.
- C. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of

termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- D. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- E. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination
- G. Either Party may invoice the other for all work performed as of the date of termination for that portion of the work completed.

6. **Indemnification.**

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

7. **Party Contacts**

- A. Karen Buehrig or her designee will act as liaison for the County for the Project.

Contact Information:

Clackamas County- Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
(503) 742-4683 or KarenB@clackamas.us

B. Charles Eaton or his designee will act as liaison for the City for the Project.

Contact Information:

City of Milwaukie
6101 SE Johnson Road
Milwaukie, OR 97206
(503) 786-7605 or eatonc@milwaukieoregon.gov

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

8. General Provisions

A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

D. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved

E. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

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

G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

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

[Signatures on Following Page]

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

Clackamas County

City of Milwaukie

Chair, Board of County Commissioners
(BCC)

Mark Gamba, Mayor

Date

Date

Exhibit A

SCOPE OF WORK TO BE COMPLETED BY CITY
Monroe Street Concept Plan

1. Work to include a Traffic Impact Analysis (“Analysis”) to assess the functionality of the Monroe Street corridor and surrounding transportation system. The transportation system shall be assessed for efficiency, capacity and safety. The study area shall be bounded by SE Fuller Road on the east; King Road on the north; Harmony Road on the south and Highway 224 on the west.

Task	Estimated Cost	Assumptions/Comments
Traffic Impact Analysis	\$70,000.00	Modeling includes test diverters at Intersection of Linwood-Monroe and 42 nd Ave. Analysis will model for both An “open gap” and “closed gap” at Monroe and 78 th .
Less City share	\$53,500.00	
Subtotal	\$ 17,500.00	Total County Cost

Exhibit B

SCOPE OF WORK TO BE COMPLETED by COUNTY
Monroe Street Concept Plan

1. Work to include right-of-way surveying utilizing standard surveying practices in accordance with applicable Oregon Revised Statutes. . Extent and location of survey work is as follows:
 - a. Section 1:SE Monroe Street and SE 72nd Avenue from the intersection of SE Monroe Street and SE Linwood Avenue to the western boundary of Whitcomb Elementary School. Cost: \$43,200.00.
 - b. Section 2:SE Thompson Road from the western boundary of Whitcomb Elementary School to SE Fuller Road. Cost \$13,800.00
 - c. Section 3: The intersections of SE 42nd Avenue and SE Monroe Street; SE 47th Avenue and SE Monroe Street and SE Home Avenue and SE Monroe Street. Cost \$10,060.00

Task	Estimated Cost	Assumptions/Comments
ROW Survey	\$67,060.00	Surveying includes work identified in above Scope of Work
Less County Share	\$59,683.00	
Subtotal	\$7,377.00	Total City Cost



Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with JAL Construction, Inc. for Construction of the Salmon River
(Elk Park Road) Bridge Project**

Purpose/Outcomes	This contract will provide funding for construction of the Salmon River (Elk Park Road) Bridge Project.
Dollar Amount and Fiscal Impact	The contract value is \$2,710,096.60
Funding Source	89.73% FHWA Surface Transportation Funds \$ 2,431,769.68 10.27% County Road Funds \$ 278,326.92
Duration	Contract signing through 10/23/2020
Previous Board Action	07/16/09: BCC Approval of Supplemental Project Agreement 25,214 for Salmon River (Elk Park Road) Bridge Project 12/10/10: BCC Approval of Right of Way Services for the Project 08/14/14: BCC Approval of Amendment No. 1 for Additional Funding for the Project 02/11/16: BCC Approval of Resolution No. 2014-77, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions for the subject project 07/13/17: BCC Approval of Amendment No. 2 for Additional Funding for the Project
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by replacing a structurally deficient bridge on a collector roadway in Clackamas County.
Contact Person	Joel Howie, Civil Engineering Supervisor – DTD 503-742-4658

BACKGROUND:

As part of the Federal Highway Bridge Program (HBP), Clackamas County received funding for the replacement of the Salmon River (Elk Park Road) Bridge. The existing bridge was built in 1958 and is listed as structurally deficient with a load restriction of 27 tons. This project will replace the existing bridge with a single-span welded steel plate girder superstructure with a cast-in-place concrete deck that meets current design standards. The project is funded by HBP funds (89.73 percent) matched with County Road Funds (10.27 percent).

The lowest responsive and responsible bidder was JAL Construction, Inc. with a bid of \$2,710,096.60. The bids are higher than the engineer's estimate and additional HBP funds were approved by the Oregon Department of Transportation (ODOT) and an IGA amendment is

forthcoming for the additional funding. The project is expected to begin at contract signing and be substantially complete by October 23, 2019. The contract will be complete by October 23, 2020, which allows for plant establishment.

Procurement Process: This project advertised in accordance with ORS and LCRB Rules on November 2, 2017. Bids were publicly opened on December 7, 2017. The County received eight (8) bids: Record Steel & Construction, Inc. \$3,563,952.00; Bent. LLC. \$3,173,984.75; MJ Hughes, \$3,386,577.93; Carter & Company, Inc. \$3,408,159.75; JAL Construction, Inc. \$2,710,096.60; Oregon State Bridge Construction, Inc. \$3,600,026.75; Stellar J Corporation \$3,459,496.00; and Farline Bridge, Inc. \$3,918,958.70. JAL Construction was determined to be lowest responsive bidder. The total Contract amount is not to exceed \$2,710,096.60.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board approves and signs the contract with JAL Construction, Inc. for construction of the replacement of the Salmon River (Elk Park Road) Bridge Project.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

AGREEMENT FORM

This Public Improvement Contract for the Salmon River (Elk Park Road) Bridge Project (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "County," and JAL Construction, 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.

WITNESSETH:

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **Two Million Seven Hundred Ten Thousand Ninety-Six Dollars and sixty cents (\$2,710,096.60)** (the "Contract Price"), to be paid to the Contractor by County 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 Section 12, General Conditions for Construction for (Certified LPA) Clackamas County, 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 prices fixed in the Contractor's Bid Proposal for said work as set forth herein under the Schedule of Bid Prices.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Supplemental Instructions to Bidders
- Bid Bond
- Bid Proposal and Schedule of Prices
- Public Improvement Contract Form
- Affidavit of Non Collusion
- First-Tier Subcontractor Disclosure Form
- Certificate Regarding Ineligible Contractors
- Performance Bond and Payment Bond
- Prevailing Wage Rates
- Plans, Special Provisions and Drawings
- General Conditions for Construction for (Certified LPA) Clackamas County
- DBE, FHWA and ODOT Forms in Section 13

2. Representatives.

Contractor has named Michael Levesque as its Authorized Representative to act on its behalf.

The County 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 County.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the prior written permission of County, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to County at least 30 days prior to the intended time of substitution. When replacements have been approved by County, 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 prior written permission of County. The Contractor's project staff shall consist of the following personnel:

Project Executive: Michael J. Levesque shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Josh Gobershock shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: Mark Walters shall be the Contractor's on-site job superintendent throughout the project term.

4. Contract Dates.

CONTRACT COMPLETION DATE 1: October 23, 2019 (Complete all work, except for seeding and plant establishment.

FINAL COMPLETION DATE: October 23, 2020 (Issuance of 3rd Note)

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Second Notification and Third Notification by the above specified dates.

5. Insurance Certificates.

In accordance with Section 00170.70 of Section 12, General Conditions for Construction for (Certified LPA) Clackamas County, Contractor shall furnish proof of the required insurance naming Clackamas County and the State of Oregon and the Oregon Department of Transportation as an additional insured. Insurance certificates may be returned with the signed Contract or may emailed to Procurement@clackamas.us.

6. 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.

7. 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 County or the State of Oregon. 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 County and of State ("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.

DRAFT

Approval of Previous Business Meeting Minutes:
February 1, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, February 1, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

EXCUSED: Commissioner Paul Savas

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Brian Johnson, Johnson City – Commented on whistleblowers and a request to release information.
2. Steve Chianello, Beaver Creek – Commented on Marijuana code enforcement.
3. Darlene Atkinson – Commented on Chair Bernard's Facebook comments.
4. Marci Slater, Welches – Commented and spoke in support on the Hoodland Woman's club Memorandum of Understanding with Business & Community Services.
5. Cythnia Dyal, - Spoke in support of approving Memorandum of Understanding with Business & Community Services.
6. Diane Gruber, - Commented on Chair Bernard's Facebook comments.
7. Les Poole, Gladstone – Commented on the conduct of the Commission Chair.
8. Tim Lussier, Damascus – Called on Chair Bernard to resign over his Facebook comments.
9. Maryanne Moore, Gladstone – Called for Chair Bernard to resign.

~Board Discussion~

II. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

A. Health, Housing & Human Services

1. Approval of Subrecipient Agreement Amendment #1 with the Friends of the Canby Adult Center to provide Social Services for Clackamas County Residents – *Social Services*
2. Approval of Intergovernmental Agreement #156293 with the State of Oregon, Department of Human Services (DHS), for the operation of the Supplemental Nutrition Assistance Program (SNAP) Employment & Training- *Community Solutions*

3. Approval of an Agency Service Contract with Oregon Child Development Coalition for Preschool Promise Services- *Children, Youth & Families*
4. Approval of Amendment #1 of the Revenue Agreement with Oregon Health & Science University (OHSU) for the CaCoon Program- *Public Health*
5. Approval for a Revenue Agreement with CareOregon for the Integrated Behavioral Health Program – Per Member Per Month (PMPM) Incentive Program

B. Technology Services

1. Approval of Purchase with CDW-G through the State of Oregon Cooperative Contract for VMWare Software Enterprise License Agreement

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of 2017-2019 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant – *District Attorney*

D. Disaster Management

1. Approval of FY18 State Homeland Security Grant Program Application to the State of Oregon for Four Projects

E. Business & Community Services

1. Approval of a Memorandum of Understanding between Hoodland Women’s Club and Business and Community Services - County Parks

III. COUNTY ADMINISTRATOR UPDATE

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

IV. COMMISSIONERS COMMUNICATION

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

MEETING ADJOUNED – 10:57 AM

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



Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Contract with Anvil Media for
Search Engine Optimization & Search Engine Marketing (SEO/SEM) Services for the Tourism & Cultural Affairs Department

Purpose/Outcome	Approval of the first three (3) years contract, with the potential of one (1) additional year optional renewal upon mutual agreement of the parties, with Anvil Media as the SEO/SEM services for Tourism & Cultural Affairs
Fiscal Impact	Original Contract is \$293,350 associated to Professional Services (07602-431000)
Funding Source	Funds for this service contract are included in Tourism & Cultural Affairs FY17-18 budget. The contract is based on a “not to exceed” amount that is confirmed in the Tourism budgeting cycle each year
Duration	Original Contract March 1, 2018 through June 30, 2021. Option for renew for up to one (1) additional one-year term through June 2022, upon mutual agreement of the parties
Strategic Plan Alignment	Create and execute SEO/SEM strategies that promote to visitors this destination we call Oregon’s Mt. Hood Territory
Previous Action	None – this is a new contract for services
Contact Person	Jeannine Breshears, Marketing & Programs Manager Danielle Cowan, Executive Director

Background:

The Tourism Development Council (TDC), on behalf of the County, is establishing a new contract with a Search Engine Optimization/Search Engine Marketing (SEO/SEM) agency to work with the TDC and Tourism & Cultural Affairs staff to improve website traffic and visitor use performance on www.MtHoodTerritory.com.

A Request for Proposals was published in November 2017 and eleven (11) proposals were received. The evaluation committee was comprised of representatives from the Tourism Marketing Committee, Borders Perrin Norrande (BPN) and Tourism department. At the conclusion of evaluation and scoring of the written proposals, Anvil Media was determined to be the one best agency meeting Tourism’s needs for this project.

This request is for approval of the first three (3) years of a potential four (4) year contract.

County Counsel has reviewed and approved the terms of the SEO/SEM agency contract.

Recommendation:

Staff respectfully recommends approval of the contract with Anvil Media as the SEO/SEM agency for Tourism. Staff further recommends that the Board delegate authority to the Tourism & Cultural Affairs Executive Director to sign agreements necessary in the ongoing performance of this contract.

Respectfully Submitted,

Danielle Cowan, Executive Director
Tourism & Cultural Affairs

*Placed on the _____ Agenda by the Procurement Division



CLACKAMAS COUNTY
PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (this "Contract") is entered into between Anvil Media, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2021. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

This contract may be extended for one (1) additional one (1) year renewal upon mutual agreement of the parties.

2. Scope of Work. Contractor will provide the following professional services: Search Engine Marketing ("SEM") and Search Engine Optimization ("SEO") ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed two hundred ninety-three thousand three hundred fifty dollars and zero cents (\$293,350.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, and D.

6. Contractor Data.

Address: 310 NE Failing Street, Portland, Oregon 97212

Contractor Contract Administrator: Mike Terry

Phone No.: (503) 444-6226

Email: mike@anvilmedia.com

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

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 three (3) 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. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
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 its 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 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 benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); 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. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. 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.
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 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, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor or at the address or number set forth in Section 1 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 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 made 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 (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) 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.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 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 Article II, Paragraphs 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, Contractor 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. TERMINATIONS. 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 is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (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 Article II 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, objects or other tangible things needed to complete the Work.

- 22. 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.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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 to 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.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, 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.

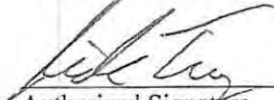
28. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

29. 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, IS AN INDEPENDENT CONTRACTOR, 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.

Anvil Media, Inc.

Clackamas County

 1.18.18
Authorized Signature Date

Chair Date

Mike Terry, Vice President
Name / Title (Printed)

Recording Secretary Date

774244-80
Oregon Business Registry #

Approved as to Form:

DBC/Oregon
Entity Type / State of Formation

 5 Feb 2018
County Counsel Date

EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT

SCOPE OF WORK

SEM and SEO plans for the Clackamas County Tourism and Cultural Affairs (“CCTCA”) Department will be based on the 2017-2022 Master Plan, FY 2017-18 Business Plan, as well as the planning work documented in the previous Master Plan, and Destination Audit. These documents can be found online at: www.MtHoodTerritory.com/partners/ in the Document Center of the Partner’s Resources section.

Contractor shall provide the following services and deliverables:

Technical

- Manage the “Pay-Per-Click” (“PPC”) marketing campaigns, maximizing yearly ad spend of \$50,000.00 - \$70,000.00, under the direction of the CCTCA Marketing Manager.
- Have a complete understanding of webpage structure of the basics of HTML3.
- Establish metrics and methodologies for monthly and quarterly reporting of program performance reviews, indicating program’s growth, to CCTCA via Word, PDF, and/or Excel documents.
- Test and collect data to maximize the best return on investment (“ROI”).
- Demonstrate the use of basic Content Management System (“CMS”) tools to optimize copy on the website.
- Must have a full understanding of AdSense and other such PPC programs, as well as bid management tools.
- Understand and analyze effectiveness of traffic on the website using Google Analytics.
- Write creative and engaging content for PCC ads.
- Research and compile effective SEM/SEO keywords and identify off-page influences to digital campaigns.

Administration and Management

- Manage campaign expenses, staying on budget, estimating monthly costs, and reconciling discrepancies.
- Work collaboratively with CCTCA marketing team, the marketing agency of record, and technical support as part of an integrated marketing team.
- Audit of existing content and website practices for SEO evaluation and benchmarking for success.
- Research and analyze competitor advertising and SEO efforts.
- Provide CCTCA marketing team with content guidelines to better maximize digital marketing content.

Expectations and Deliverables

- Identify the success of the Oregon’s Mt Hood Territory brand by conducting an audit of the current placement in the major search engines, website content, as well as evaluate the current ad placements in AdSense. Upon completion, provide a written report to the marketing manager and webmaster with their recommendations on a plan of action to better improve the performance during the term of the contract. This report will be utilized as the baseline for key performance indicators through the duration of the contract.
- Provide a comprehensive report to the marketing manager, on a monthly basis, demonstrating success with increasing visitation of both organic and PPC traffic with lower bounce rates, longer time on site, and higher engagement within appropriate “Cost-Per-Click” (“CPC”) spend. This report should be easy to read and include SEO health matrix, troubleshooting, and reviews of

program performance and indications of programs growth. The report should be presentable to internal advisory groups, such as the TDC and marketing committee.

- Participate in campaign planning sessions (approximately 4 per year) to identify and prepare the SEM deliverables for each campaign, and provide written recommendations and feedback to best implement both long and short term strategies.

The County Contract administrator for this Contract is: Jeannine Breshears, (503) 655-8419, jeannine@mthoodterritory.com.

CONSIDERATION

- a. Consideration Rates – Fixed Fee basis in accordance with the following fee schedule:

Research and Audit		
Phase	Price	
Keyword Audit and Plan	\$2,100.00	
Site Optimization Audit and Plan	\$3,000.00	
Paid Media Audit and Plan	\$2,250.00	
Research and Audit Total	\$7,350.00	
Monthly Recurring Fees		
Service	Monthly Fee	Annual Fee
SEO Management and Reporting	\$1,200.00	\$14,400.00
Paid Media Management and Reporting	\$1,200.00	\$14,400.00
Paid Search Budget	\$4,750.00	\$57,000.00
Recurring Fees Total	\$7,150.00	\$85,800.00

- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$293,350.00. Invoices shall be submitted to: Jeannine Breshears, (503) 655-8419, jeannine@mthoodterritory.com.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. 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 thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or purchasing@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT D
CONTRACTORS RESPONSE TO RFP #2017-58



Request for Proposal #2017-58
Search Engine Marketing and Search Engine Optimization
Anvil RFP Response
Submitted November 13th, 2017



Clackamas County
2051 Kaen Road
Oregon City, OR 97045

clackamas.us

Prepared by Anvil Media, Inc.
310 NE Failing Street
Portland, OR 97212

anvilmediainc.com

November 13th, 2017

CCTCA
2051 Kaen, Road
Oregon City, OR 97045

Good day,

It is our pleasure to submit the enclosed proposal in response to Clackamas County Request for Proposals #2017-58.

Headquartered in Portland, OR Anvil, is a full-service digital marketing agency specializing in connecting consumers to our clients' brands via measurable marketing. As our enclosed response, will outline, we have the pedigree, process and proof of performance to drive success for tourism to Clackamas County.

With regards to our organization, Anvil Media, Inc. was founded in 2000 and operates as an S-Corp in the state of Oregon. We are located at 310 NE Failing Street, Portland, OR 97212. With 16 employees and over 40 clients.

If we are fortunate enough to be awarded the RFP, Anvil will comply with all terms and conditions set forth in the Request for Proposal.

We look forward to working with you.

Best Regards,



Kent Lewis

President & Founder, Anvil



Agency Background and Qualifications

Anvil is honored to have the opportunity to provide organic search, SEO and SEM marketing services for Clackamas County.

We believe our 17-year track record building award-winning strategic digital marketing and advertising campaigns via our highly structured process by a seasoned team with destination and tourism experience including; Martin Hospitality, Timberline Lodge, ORLA, Travel Portland, InnSight Hotel Management, The Grand America Hotel, CCTCA, Travel Lane County, Southern Oregon Visitors Association and Travel Tacoma, gives us a significant edge over our competitors.

Since 2000, Anvil has specialized in search engine marketing, perhaps the most measurable form of inbound marketing. Anvil has prided itself in being different, initially by being early to the game, then being one of the best. As the SEM industry evolves, Anvil continues to stay one step ahead, with initiatives like Anvil University and the Anvil Marketing Index™. Once Google AdWords became commercially-viable in 2002, Anvil developed an immediate expertise in paid search and persona development. Since then, Anvil has demonstrated prowess across the digital marketing spectrum, winning awards and third-party recognition for its effective strategic planning and bid management. Below are just a few relevant and recent accolades:
planning and bid management.

Hotel and Hospitality Client Experience

- Bella Coola Heli Sports
- Gatlinburg Falls Resort
- GolfNow.com
- Grand America
- Hard Rock Hotels
- Heathman Lodge
- Innsight Hotel Management Group
- Jackson Hole
- Martin Hospitality
- Noble House Hotels & Resorts
- Oregon Restaurant and Lodging Association (ORLA)
- Pompano Beach Club
- CCTCA
- Salishan Spa & Golf Resort
- Southern Oregon Visitors Association
- Tahoe Mountain Resorts
- Timberline Lodge
- Travel Lane County
- Travel Oregon
- Travel Portland
- Travel Tacoma
- Washington County Visitors Association



Relevant Industry Awards

- Most Outstanding in Digital Marketing in Corporate LiveWire’s Innovation & Excellence Awards 2017
 - The Innovation & Excellence Awards give recognition to businesses that are transforming their respective industries and the standard-bearers of excellence by continually setting industry trends as well as showing significant advances in terms of innovation and improvement.
- Top SEO Firms 2017 - Clutch
- Google Premier Partner
- Best SEO Consultancy 2017 - Business Growth - SEO Award - Top Agency
- 2016 Corporate Philanthropy Award - Portland Business Journal
- Best SEO Companies for September 2017 - Find Best SEO
- Most Outstanding in Mobile Marketing in Corporate LiveWire’s Innovation & Excellence Awards 2016
- Best Pay-Per-Click Agency by Clutch 2015 & 2016
- Top 10 Digital Marketing Agency by Crowd Reviews
- Top SEO consultants by Clutch 2016
- Top Rated PPC Company award seal from Great Agencies 2015
- Best in Search Engine Marketing in Oregon in by AI Business Intelligence 2015

Service Areas

- Paid Media (Pay-per-Click/PPC, Paid Social, Paid Display, Paid Behavioral)
- Search Engine Optimization (SEO)
- Search Engine Marketing (SEM)
- Website Development – WordPress Exclusive Developer
- Email Marketing
- Branding, Identity Development and Graphic Design
- Strategy Development
- Social Media Strategy and Management

Client Testimonials and Case Studies:

“We turn to Anvil for industry-leading research, insight, strategy, execution and analysis of our SEO, PPC and local listings but, that’s really just the tip of the iceberg when it comes to how they contribute to our success. The Anvil team that manages our accounts are true stewards of our online presence and marketing. When we challenge them to be responsive to the day-to-day and minute-by-minute fluctuations in the marketplace or ask them to help us navigate the open seas of technological innovation, they unfailingly rise to the occasion. Always available when we have questions, they are integrated into our efforts from concept to completion, function as a natural extension of our team and work tirelessly to ensure we are ahead of every curve.” – CCTCA

“The digital strategy powerhouse at Anvil Media provides strategic, inspiring and measurable results in a thoughtful and genuine manner. Kent and his creative team have been an amazing partner and a true pleasure to work with.” – Martin Hospitality

“I’ve been working with Anvil Media on SEO and SEM for the past three and a half years through my work with Travel Portland and I remain extremely impressed with the caliber of the staff... subject knowledge, attention to detail, timeliness and quality of communication has always been impeccable.” – Travel Portland

“Anvil’s team is highly professional and extremely polished. From the account manager, we worked with to the PPC and SEO specialists, the Anvil team consistently provided our team with actionable insights that they either implemented themselves or instructed us in implementing. These recommendations led directly to an increase in traffic to our website, a higher conversion rate on our ads, and ultimately more online sales. The Anvil team has been a pleasure to work with and we would recommend their services to any online retailer.” – Dakine



Organic Search Case Study



TIMBERLAWN
CRESCENT

Challenge:

The Bozzuto Group is an integrated real estate services organization that manages 200+ properties in the United States. Bozzuto was looking to improve overall site performance and organic visibility for multiple properties. This specific property was Timberlawn Crescent, an upscale apartment community in North Bethesda, MD.

Strategy:

Anvil developed a unique SEO project specifically designed to provide Bozzuto with actionable recommendations for site improvement. The SEO projects for the Timberlawn Crescent Property involved auditing the newly developed property website as well as targeted keyword research and meta data recommendations. Anvil provided the following:

- Prioritized recommendations for website improvements
- Keyword Research
- Meta Data creation and content keyword recommendations.

Results:

Since the completion of the SEO project for Timberlawn Crescent in November, performance continues to improve. In March, compared to November, we have seen the following improvements:

- Organic Traffic is up by 112.88%

+112.88%
Increase in
Organic Traffic

+105.67%
Increase of new
users via Organic

-40.58%

Organic Social Case Study



Challenge:

Martin Hospitality manages 4 properties on the Oregon Coast in Cannon Beach, including 2 oceanfront hotels and 2 restaurants. Like many coastal businesses, these properties experience a slow season from October to April. Martin Hospitality wanted to develop and implement a social media strategy that would help to maintain reservations and traffic in the off-season.

Strategy:

Anvil worked to discover types of content that would generate the most engagement with social fans and consumers. Throughout 2015 and leading in 2016, Anvil restructured outbound posts to focus not only on branded content (driving back to property websites,) but also non-branded and user-generated content that offered value, showed fan appreciation and provided entertainment for past, present and future guests.

Year over Year Results:

- IMPRESSIONS:
 - Across all properties overall organic Facebook impressions increased 86.7% YOY (Year over Year).
 - Across all properties overall organic Twitter impressions increased 162% YOY.
- TRAFFIC:
 - Across all properties Martin's social network referral Facebook traffic increased on average by 50.5% YOY.
- ENGAGEMENT/GROWTH:
 - Across all properties Facebook fans increased 22% YOY and average engagements increased 27% YOY.
 - Across all properties Twitter followers increased 294% YOY and engagement increased 267% YOY.

**Results achieved without use of ongoing social paid media support.*

294% increase in
new and unique Twitter
followers and a

267% increase in
Twitter engagements
across all properties*

50.5% increase for
Facebook social
network referral traffic
across all property
websites*

22% increase in new
and unique Facebook
fans and a

27% increase in
Facebook engagement
across all properties*



Paid Search Case Study

Challenge:

The Grand America Hotel, a AAA Diamond Award-winning, Forbes Star property, is part of the Holding family portfolio of hotels and resorts. In addition to The Grand America, the Holding family also operates the Little America Hotel in Salt Lake City. In 2015, The Holding family challenged Anvil to increase online revenue year-over-year by 6% for both hotels.

Strategy:

For 2015, Anvil focused paid media efforts on driving direct hotel bookings through Branded Campaigns to push out online travel agency and other hotel competition and drive the highest return on ad spend as possible. In order to maximize reach and coverage for these Branded Keywords, Grand America increased monthly budgets during 2nd Q for the remainder of the year to capture as many relevant impressions on search engine results pages (SERPs) as possible.

Results:

Both hotel properties experienced significant online revenue growth year-over-year and saw a phenomenal return on investment

- Annual Revenue Growth Little America Salt Lake: 24.4%
- Annual Revenue Growth Grand America Hotel: 11.3%
- Annual Return on Investment: 27-to-1

The
**GRAND
AMERICA**
Hotel

+24%

Little America
year-to-year
online revenue
increase

+11%

Grand America
year-to-year
revenue
increase

27:1

Paid Media
ROI

dormiFy®

Paid Search Case Study

Dormify® is an online retailer based out of New York, New York that sells chic décor and home furnishings designed for dorm rooms and apartments.

Challenge:

Anvil was tasked to increase revenue attributed to paid search month over month and year over year—while achieving a positive return on ad spend (ROAS).

Goal:

Dormify's goal was to increase ecommerce sales during the month of August as the back to school season came to an end. An additional, Anvil specific goal, was to make paid search a profitable and sustainable revenue source for the first time in the company's history.

Strategy:

Anvil analyzed Dormify's AdWords account structure, messaging, keywords, Product Listing Ads (PLAs), and bid strategies to inform the strategy for the remainder of 2016. The account was thoroughly audited, resulting in the creation of several new campaigns in addition to updated ad copy, keywords, and PLA segmentation. Anvil monitors the account's ROAS and conversion rate on a daily bases, optimizing as needed. This allow us to continue maximizing performance and exceeding Dormify's goals.

Results:

Anvil's efforts contributed to paid search becoming one of the most profitable marketing channels for Dormify in terms of ROAS and ROI, despite having the smallest budget. ROAS increased 678% month-over-month, despite a 6% decrease in conversions. Revenue increased 143% over the same time period.

359%

ROAS

+195%

Conversions*

-76%

Cost Per Conversion*



Scope of Work

Approach

Anvil has always taken initiative as an evolving leader in digital marketing. Our philosophy is to test and measure every relevant data point we can to improve our clients' business and always be on the cutting edge of the constantly evolving digital marketing landscape. Continual learning is a core attribute at Anvil that we take very seriously and is what inspired Kent Lewis to open the doors in 2000.

Anvil was the original SEO and SEM digital agency in Portland, Oregon. Anvil's President & Founder, Kent Lewis, co-founded SearchFest in 2005 and SEMpdx in 2006. Both have successfully put Portland on the map in SEO and digital marketing. SEMpdx had over 450 attendees from around the country at its annual digital marketing conference Engage this year. For the past 15 years, Lewis has been an adjunct professor at Portland State University, where he currently teaches a 20-hour search engine marketing workshop. He's made speaking and writing outside of Anvil's walls mandatory for all employees. As a subject matter expert, Kent has been invited to host SEM workshops and present on digital marketing topics across the nation and around the world, including locations like Dubai, Singapore, Hong Kong and Toronto.

Our tagline at Anvil is 'Measurable Marketing that Move You' and we sincerely believe if we don't measure results we cannot manage them and we cannot move revenue forward. This result focused approach is an ideal fit for CCTCA. With our relevant category experience and proven results focused philosophy, Anvil is in poised to move CCTCA where you want to go sooner than other agencies can execute.

Communicating with Anvil is easy. We provide one main point of contact but our clients have access and interactions with each team member. Our communication style can be described as an assertive communication style. We provide counsel and recommendations based on years of experience, data, results and collaboration with our clients.

Timing

Anvil has a standard client onboarding process that includes a kick-off meeting that details the clients stated goals and outlines our process for achieving those specific goals. At the kick-off meeting, the regular meeting cadence is agreed upon between Anvil and CCTCA and will commence based upon the schedule which will be provided by the Anvil team. Typically, we meet with clients a minimum of once a month to share progress on campaigns but we frequently have weekly calls to check-in on progress, offer new ideas and provide a state of the account.

Kick-Off

Anvil will begin transition with an in-person kick-off session where we will confirm KPIs for all campaigns, gain account access and begin management while research begins. In this meeting, we will determine:

- How frequently we meet: weekly, bi-monthly, monthly calls, quarterly in-person
- What type of reporting you prefer?
- Confirm communication preference and point(s) of contact
- Develop schedule of deliverables
- Discuss account take-over
- Develop high level KPI's
- Discuss overall business and engagement goals

Research: This is where we set all the foundational elements for the engagement. Our team dives into your business and becomes experts in all things CCTCA. We audit and evaluate your existing efforts and competitors, looking for opportunities that will generate growth. We use a combination of data analysis, competitive analysis and our own expertise to formulate a comprehensive marketing strategy specifically tailored to drive results for you.



Launch: This is where the fun begins. We work with you to ensure your platforms are ready for action, structure and optimize accounts, properly configure analytics and begin integration with your marketing efforts.

Deployment: Once initial strategy is approved, Anvil works together with the CCTCA digital team, aka Morgan, to ensure proper alignment with overall campaign goals for each property. With all elements in place Anvil will deploy the media campaign, taking the first month to test and generate data points and initial benchmarks. Setup and launch of paid media campaigns typically takes two weeks depending on feedback rounds.

Reporting:

Anvil pulls unique metrics from each platform in conjunction with site behavior metrics from Google Analytics to paint the full performance picture for our client’s campaigns. Data can be displayed visually via a variety of interactive graphs, or via text/chart if preferred. Our paid media team and SEM/SEO team is Google Analytics Certified and can share the raw data reported using DashThis. DashThis extracts the raw data from Google Analytics into visuals and widgets that match KPIs outlined for each property. We also can simply report the data directly as well without the use of the dashboard.

Growth: This phase concentrates on executing our defined strategy across channels. We not only execute but continuously evaluate through data analysis and refine our tactics based upon what we see. We use quarterly strategy sessions to make sure we are achieving your goals through proper execution, integration of new technologies and ensure the processes we have in place are effective.

Ongoing Program Management: Anvil monitors account performance daily, and makes necessary adjustments to ensure that all campaigns are optimized. Optimizations will focus on driving engaged users to achieve top performance and to meet or exceed goals set by CCTCA. Ongoing efforts are based on research phase findings, but typically include the following modules:

- Management of keyword performance through effective bid management and ad testing.
- Management of remarketing lists, strategies, and performance.
- Management and strategy of ad placements across display networks such as Google Display Network and other display ad platforms.
- Weekly or monthly reports to track and monitor trending performance, outlining action items based on the data.

Measurement and ROI

At Anvil, we pride ourselves on being a measurable marketing agency. If we can’t measure it, we can’t manage it on behalf of our clients. We measure impressions for media for both traditional and digital media, we measure engagement using social media, for websites we measure monthly traffic, time on site, bounce rate and conversions. ROI is typically measured by return on media spend, specifically when it leads to rooms or trips booked or another KPI we can track for our client.

Paid Search

What is your general approach to developing a prioritized strategy for our program?

Anvil engages in comprehensive research to identify unique opportunities where CCTCA can capitalize on untapped audiences and competitor weaknesses to set themselves apart in paid search, display, and social platforms. Anvil will first prioritize the goals of a client, identify KPIs and come up with a plan on how to use each applicable channel and targeting method to best achieve or exceed those goals.

How do you accommodate multiple goals/targets?

Anvil can accomplish and measure a variety of different goals allocated by budget, channel, purpose, KPIs, etc. We can segment our efforts by goal (i.e. splitting up brand awareness vs sale driving campaigns) or balance various goals within the same campaign (i.e. monitoring engagement and awareness metrics in conjunction with conversion metrics).



Explain in detail your approach to and tools used for:

Managing bids

Anvil utilizes a proprietary program to track daily and monthly ad spends across all platforms and campaigns. The software then calculates what the total ad spend for the month will be within each campaign and platform if the budget allocations and CTR continues its current trend. Using this data, we can quickly determine which campaigns are over or under spending and the exact amount by which the allocations need to be adjusted to meet the budget goal. With this calculation in hand, Anvil examines engagement data to determine which bids and bid adjustments should be optimized to find the 'sweet spot' that converts at the lowest possible cost per conversion.

Building keywords

Anvil performs extensive research on a client's site as well as the sites and search campaigns on competitors, and search trends to find relevant keywords. The Paid Media team works closely with the SEO to determine search volume and competitiveness of potential keywords. By working with the SEO team, we ensure that Paid Search does not cannibalize organic traffic and that Paid Search can provide coverage for keywords with low organic rank.

We utilize, SEMrush, Spyfu, AdWords Keyword Planner, Search Console, Google Trends, Google Shopping Insights, and intuition derived from our Paid and SEO teams' 35+ years of combined marketing experience in the development of our keyword lists. With existing campaigns, Anvil will scour actual user search terms to pull commonly used words and phrases and include those terms in campaigns at a lower CPC.

Developing ad copy

Anvil writes ad copy that is compelling, engaging, and relevant to the user's search query, while remaining true to our client's voice.

- 1) Ads should be highly correlated to the respective keywords for which they will show (improving Quality Score and user experience).
- 2) Ads should make full use of "ad real estate" – available ad text space as well as any relevant ad extensions, to a) highlight all the attributes that sets the client apart from competitors and b) stand out in size and professional appearance compared to other ads and organic listings.
- 3) Ads should be engaging and enticing with a strong call-to-action

Selecting landing pages

As with ad copy, an ideal landing page will correlate with the keywords and ads used in a campaign, again improving both Quality Score and the user experience. Landing pages should present some of the best relevant offerings from the client and include a clear call-to-action, evident applicable incentives (i.e. Free Shipping, New Customer Discount, etc.), be mobile optimized and load quickly. For many of our ecom clients, Anvil assigns specific landing pages at the keyword level to ensure that the landing page meets the exact subject of the search query.

Testing

Anvil loves testing! After establishing a baseline by which to measure success metrics, we will first check new ad and landing page combinations through an estimation process before incorporating the tests into existing campaigns, to gauge the potential impact without sacrificing ongoing success. If applicable, Anvil will utilize (CloudEngage, Google Optimize, HubSpot) to perform A/B testing of landing pages to discover what design and creative converts best. Other tests we perform include device bid adjustments, placements, demographic targeting, and audience interests.



Search Engine Optimization (SEO)

What is your general approach to developing a prioritized strategy for our program?

A lot of the initial strategy is collaborative as we kickoff an engagement by meeting with our clients and learning what their goals and KPI's are. From there, we focus our SEO efforts on what we feel will bring the most immediate value to a client in the short term before tackling other ongoing, long-term efforts.

Explain in detail your approach to and tools used for:

Researching keywords

There are few steps to the process that include, but are not limited to:

- Talking to a client to find out what keywords they want to rank for
- Obtaining keywords that they are already ranking for
 - Tools: SEMRush, Moz Keyword Tool, etc.
- Obtaining keywords that are driving clicks to the client's website
 - Tools: Google Search Console, Google Analytics, etc.
- Once core keywords are identified, using keyword suggestion tools to round out the keywords prior to testing
 - Tools: Soovle, Answer The Public, etc.
- Test the keywords to find out which terms are receiving searches
 - Tools: Google AdWords Keyword Tool

Benchmarking

- Keyword Ranking – we utilize tools such as SEMRush and Moz Keyword Tool to benchmark and monitor keyword rankings
- Website Traffic/Organic Search Performance – we utilize Google Analytics to analyze the traffic to a website and track the success of the optimization efforts. We also use Google Tag Manager to implement extensive Event tracking that can be tracked via Google Analytics to fully understand the visitor journey on a website

Optimizing on-page/technical factors

For the technical SEO, we usually perform a full site audit (Site Optimization Audit and Plan or SOAP) which looks for optimization opportunities in both the copywriting and development of a website. These areas include, but are not limited to:

- Copywriting (Front-end):
 - URLS
 - Navigation
 - Page Copy
 - Page Titles/Title Tags
 - Meta-Descriptions
- Development (Back-end):
 - Page Speed
 - Source Code
 - Sitemap
 - Robots.txt
 - Duplicate Content
- Tools used:
 - Screaming Frog
 - Google Page Speed Testing tool
 - Google Structured Data Testing tool

Once the audit is complete, we present the findings to the client along with a list of Prioritized Action Items and work with them to determine what we can assist with or what needs to be passed on to the Web Developer to be addressed



Developing content

At Anvil, our process for developing content including implementing our content marketing audit and plan. The Content Marketing Audit & Plan is intended to identify opportunities for improvement, integration and amplification of the content marketing efforts. The content acts as the core driver for both search engine and social media marketing efforts.

Optimizing off-page factors

Initially, Anvil will perform an audit that is focused on link profile analysis, competitor research, and look for other external content opportunities (Search Authority Audit and Plan or SAAP).

1. Tools used:
 - a. Moz Open Site Explorer
 - b. Ahrefs
 - c. Google Search Console

Once the audit is complete, we present the findings to the client along with a list of Prioritized Action Items that are focused on how to grow and enhance their link profile through “listening” and external content generation as well as provide some basic link building strategies that can be taken on by the client or by us as part of an ongoing SEO engagement

How do you keep up with the ever-changing algorithm updates?

Anvil is very active in staying on top of current industry trends by reading and sharing content specific to the unique disciplines that we provide with our team, company, as well as our past and present clients and potential leads who are part of our email list. We have notifications set up for terms such as “google algorithm update” so we receive an email when a new article is found about a potential algorithm update so we can stay on top of what is happening or potentially happening.

How do you overcome the challenge of “(not provided)” query data?

Our Anvil SEO team makes sure that Google Search Console is synced to Analytics or we have access to Google Search Console as this definitely provides a much clearer picture of the keywords that are driving traffic to a website. However, it is not perfect as even Search Console “hides” some of the keyword data so we will also keep an eye on keyword ranking data from tools, such as SEMRush, to see if we can identify a positive improvement in SERP position for specific keywords if they are hidden by Google.

Reporting

Google Analytics

Our relationship with Google (Premiere Partner) gives us an advantage over 97% of other agencies across the world. Google has a dedicated team assigned to Anvil that provides us with industry insights, research and support. In addition, we are given access to new Google products in beta stages and often our clients benefit from new and exciting platforms that few have access to giving them a competitive advantage in the marketplace.

Our SEO team is tapped into the industry like no other. SEO can be an amorphous discipline that requires constant learning and testing and no one is better than the Anvil staff. They are always testing new techniques to maximize your dollars in the organic space.

As Premier Google Partners, Anvil can request whitelisting for beta programs and has unfettered access to Google’s top strategists to find ways to improve performance and attribution reporting, access research data, gain approval for using trademarks within ad copy. Additionally, our dedicated support team at Google alerts us automatically when problems



arise within campaigns that are affecting performance. As an Agency Partner with Bing Ads, Anvil has dedicated support staff to assist with campaign launches, research, and optimizations.

Google – Anvil has a dedicated agency team to advise on paid search strategy, competitive analysis/benchmarks, weekly drop-in meetings to discuss client opportunities, and access to betas before public release.

General

How do you manage to a budget vs. ROI?

We don't see budget and ROI as mutually exclusive. Unless we are given an unlimited budget to hit specific targets, we first and foremost manage to a budget as that is the first parameter to abide by. Through a consistent effort of optimizations, we are continually bringing costs down and provide as much value as possible out of the dollars we are given. We use a multitude of metrics to measure ROI depending upon the goals of the engagement. E.g. lead generation, sales, etc. We work with you to determine the value of a conversion, set targets and then work diligently to manage and optimize to achieve your goals.

Who will own the accounts and data?

Our clients are the sole owners of the accounts and data. We will set-up (if necessary) and manage your accounts but should our engagement end we will return control

What are the benefits of having you manage multiple channels?

Our philosophy is based upon the integration of multiple channels working together to amplify each other. By managing the channels together, we can gain efficiency, bring adjustments and solutions to market faster, report holistically and provide comprehensive analysis that doesn't require input from multiple sources.

Your Anvil Team

We have assembled our highly integrated team to partner with you to reach your goals and execute the outlined and evolving scope of work.

Josh Breese, Vice President of Strategy

Josh has been involved in the digital and integrated marketing space for the better part of 20 years. He began his career in the early days of the internet working for a start-up digital agency, developing solutions for companies such as Saturn Cars, Intel, Peet's Coffee & Tea and Duraflame. He also spent more than a decade at Charles Schwab building the interactive team. Josh is responsible for the overall strategic direction of client accounts. He will work closely with the Anvil team and provide strategy and insights for CCTCA.

Melanie Hughson, Director of Client Services (PMP, CSM)

Melanie is responsible for allocation of internal resources. She brings more than 15 years of experience teams of all sizes in a variety of arenas. Having worked on project teams at Nike, Inc. opening new stores world-wide, to collaborating on multi-million-dollar technical infrastructure projects for the State of Oregon, and managing business process analysis and implementation for small and medium Governments at Accela, Inc., Melanie has a deep understanding and appetite for Project Management and leadership. She has worked with several brands and companies such as Mindtree, Enjoy Life Foods, OSU, Kaufman Hall and divisions of the Linux Foundation.

Cate Patricolo, Paid Media Specialist

Cate is a graduate of Portland State University and has nearly a decade of marketing experience. As the paid media specialist at Anvil she utilizes her extensive background in paid search and paid social to increase clients' profitability. Her client experience includes Shibori Gortex, Roth Heating and Cooling, Enjoy Life Foods, and Oregon State University. Cate will assist in the research phase and serve a more active role in ongoing paid media management.



Amanda Hummel, SEM Specialist

Amanda has been working in marketing for six years, specializing in digital marketing and paid media for three years. A passion for paid media and growing accounts through creative problem solving, partnered with a strong analytics skillset has brought great success for her B2C clients. Amanda's strength in search marketing shines through with her copywriting talents and knack for keyword combinations. Amanda will also play a key supporting role in the day-to-day optimization and management of paid search campaigns as well as local SEO for CCTCA.

Nathan Stenberg, SEO – Organic Search Strategist

Nate hails from the windsurfing and microbrew friendly city of Hood River, Oregon. As an organic search strategist at Anvil he utilizes his extensive background in SEO to analyze and troubleshoot client issues. His client experience includes Dakine, Tactics, NW Natural, eBags and Zippers and he has the distinction of optimizing over 1,000+ websites. Nate will lead and manage all SEO efforts on your account.

John Ray, Account Executive

John joined Anvil Media after cutting his teeth for six years in the trenches of public relations. The communication skills that he developed in the profession, as well as his insatiable interest in all things marketing and steadfast determination to get things done, add up to make him a perfect fit as an Account Executive. Throughout his career in marketing, John has overseen campaigns for clients in a in many different industries – including Kettle Brand, Nikon Sport Optics, ThermaCell Heated Insoles and McMenamins. He will be the account lead for the CCTCA team.

Current Services Provided in Clackamas, Washington or Lane Counties: None

Relevant Tourism and Non-Profit Experience

Anvil has conducted SEO, SEM, Social Media and/or Content Development for the former list of relevant clients:

- American Red Cross
- Bella Coola Heli Sports
- Gatlinburg Falls Resort
- GolfNow.com
- Grand America
- Hard Rock Hotels
- Heathman Lodge
- Insight Hotel Management Group
- Jackson Hole
- Martin Hospitality
- Noble House Hotels & Resorts
- Ocean Conservancy
- Oregon Restaurant and Lodging Association (ORLA)
- Pompano Beach Club
- Portland Art Museum
- Ronald McDonald House
- Salishan Spa & Golf Resort
- Southern Oregon Visitors Association
- Tahoe Mountain Resorts
- Timberline Lodge
- Travel Lane County
- Travel Oregon
- Travel Portland
- Travel Tacoma



- United Way
- Washington County Visitors Association

Knowledge of Tourism in Clackamas County

We know that Mt. Hood is the most visited destination and region in Clackamas County, with Timberline Lodge receiving almost 2 million visitors annually. Because Mt. Hood is such a large draw, that is why it is the hub of your marketing efforts for the entire county. Personally, my kids caught their first fish in Clackamas County at Frog Lake and Clear Lake respectively. The Mt. Hood area is great for wine tours, camping and hiking for those outside of the state as well as residents.



Pricing

Research Phase – Audits and Plans to include hours and work from each team member in account management, strategy, paid media, organic search assigned to the CCTCA account. Specific research to include:

— Keyword Audit and Plan	\$2,400
— Site Optimization Audit and Plan	\$3,600
— Paid Media Audit and Plan	\$3,600

Staff Hourly Rate: \$150/hr.

Ongoing Services:

Monthly SEO Management and Reporting	\$1,800
Monthly Paid Media Management and Reporting	\$2,400

Ongoing monthly fees will be adjusted based upon recommendations discovered during the research phase.



PROPOSAL CERTIFICATION
Search Engine Marketing and Search Engine Optimization

Submitted by: Anvil Media Inc., Oregon
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) 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.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State

Oregon Business Registry Number 774244-80

Contractor's Authorized Representative

Signature:

Mike Terry

Date:

11.13.17

Name:

Mike Terry

Title:

Vice President

Firm:

Anvil Media Inc.

Address:

310 NE Failing Street

City/State/Zip:

Portland, OR 97209

Phone:

(503) 444-6226

e-mail:

Mike@anvilmedia.com

Fax:

503.223.1008

Contract Manager:

Name

Mike Terry

Title:

Vice President

Phone number:

503.444-6226

Email Address:

Mike@anvilmedia.com



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Administration

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

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

Members of the Board:

Approval of Contract with ICON Enterprises Inc. dba CivicPlus for Services and License for use of Proprietary Software for North Clackamas Parks and Recreation District

Purpose / Outcome	Approval of contract with CivicPlus for Services and License for use of Proprietary Software for North Clackamas Parks and Recreation District.
Fiscal Impact	Total Contract Value is \$235,000 with \$30,000 due in year 1, \$20,000 due (1% of sales) per year in years 2-5, and \$25,000 due (1.25% of sales) per year in years 6-10.
Funding Source	NCPRD Capital Budget for FY 17/18, NCPRD Operating Funds each year thereafter.
Duration	Upon execution through June 30 th , 2028
Strategic Plan Alignment	1. Build Public Trust Through Good Government
Previous Board Action	None
Contact Person	Scott Archer, NCPRD Director 503-742-4421

Background: The North Clackamas Parks and Recreation District (NCPRD) has utilized Class Software for registration, membership and facility bookings for the past 19 years. Class Software has become obsolete and is no longer supported by parent company Activenet.

Procurement Process:

On March 1, 2017 a Request for Proposals for cloud-based recreation software was issued and three qualified submittals were received. Based on written responses two (2) firms were invited back for product demonstration. It was determined that both firms had products equal to the other and a Best and Final Offer was issued. CivicPlus was the most advantageously priced software and was awarded the contract. CivicPlus will enhance NCPRD's ability to efficiently provide service to our citizens for registration, memberships and rentals.

This contract was reviewed and approved by County Counsel.

Recommendation:

Staff respectfully recommends the Board approve the contract with CivicPlus, Inc. for Services and License for use of Proprietary Software for North Clackamas Parks and Recreation District. Staff further recommends that the Board delegate authority to the BCS Director or BCS Deputy Director, to sign agreements necessary in the ongoing performance of this contract for a five (5) year period.

Sincerely,

Scott Archer,
NCPRD Director

Placed on the _____ Agenda by the Procurement Division.



Master Services Agreement

THIS Master Services Agreement (“Agreement”) is agreed to by and between Icon Enterprises, Inc., d/b/a CivicPlus (“CivicPlus”) and Clackamas County, a political subdivision of the State of Oregon (“Client”) (jointly, “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

WHEREAS, Client wishes to engage in an Agreement with CivicPlus for such services and license for use of proprietary software developed and owned by CivicPlus;

WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this Agreement shall be for a term of five (5) years effective upon signature of both parties. No later than sixty (60) calendar days prior to the expiration of the Agreement term, CivicPlus shall provide annual renewal rates. If accepted by the Client, up to three (3) annual renewals may be memorialized by the issuance of a purchase order generated by the Client finance system (each, a “Renewal Term”).
2. This Agreement may be terminated for the following reasons: (A) This Agreement may be terminated at any time by mutual consent of the Parties, or by the Client for convenience upon thirty (30) days’ written notice to CivicPlus; (B) Client may terminate this Agreement effective upon delivery of notice to CivicPlus or at such later date as may be established by the Client, 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 Agreement is prohibited or the Client is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by CivicPlus to provide the services required by this Agreement if for any reason denied, revoked, or not renewed; (C) This Agreement may also be immediately terminated by the Client for default (including breach of Agreement), if (i) CivicPlus fails to provide services or materials called for by this Agreement within the time specified herein or any extension thereof; or (ii) CivicPlus 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 notice from the Client, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the Client (or from applicable federal, state, or other sources) to permit the Client in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, Client may terminate this Agreement without further liability by giving CivicPlus not less than thirty (30) days’ notice.
3. Notwithstanding Section 2 (A), (B), or (C) above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Compensation

4. The Client agrees to compensate CivicPlus on a fixed fee basis in accordance with the following fee schedule, invoiced first at signing and ever 12 months thereafter:

Year	Notes	Total
Year 1	Implementation, Training, Year 1 Annual Fee	\$30,000.00
Year 2	Annual transaction fee – 1% (based on revenue of \$2M/year)	\$20,000.00
Year 3	Annual transaction fee – 1% (based on revenue of \$2M/year)	\$20,000.00
Year 4	Annual transaction fee – 1% (based on revenue of \$2M/year)	\$20,000.00
Year 5	Annual transaction fee – 1% (based on revenue of \$2M/year)	\$20,000.00
Total cost for years 1-5		\$110,000.00

5. The Client agrees to compensate CivicPlus, in addition to Paragraph 4 above, for merchant fees in the amount of three percent (3%) plus (+) \$0.30 per transaction for the term of the Agreement, including any extension thereof.
6. The Client agrees to compensate CivicPlus for annual renewals in accordance with the following fee schedule, with each fee being invoiced on the date of signature each year:

Year	Notes	Total
Year 6	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Year 7	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Year 8	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Year 9	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Year 10	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Total cost for years 6-10		\$125,000.00
Total Cost for years 1-10		\$235,000.00

Statements of Work

7. CivicPlus agrees to perform services and produce deliverables in accordance with the Statement of Work in consideration of the fees described above.

Invoicing & Payment Terms

8. Invoices submitted for payment in connection with this Agreement shall be properly documented and shall indicate pertinent Client contract and purchase order numbers. All payments made in connection to this Agreement will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. Invoices shall be submitted to the Client Representative at: 7300 SE Harmony Road, Milwaukie, Oregon, 97222 and kandiho@clackamas.us.
9. Travel expense reimbursement shall only be reimbursed at the rates in the Client Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the incurred expense.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Client content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).
11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client content.
12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.

Intellectual Property & Ownership

13. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement (“CivicPlus Property”) will remain the property of CivicPlus.
14. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet “links” to the CivicPlus Property software or “frame” or “mirror” any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

15. Civic Plus shall defend, save, hold harmless, and indemnify the Client and its officers, elected officials, directors, employees, and agents from and against all third party claims, suites, actions, losses, damages, liabilities, statutory penalties, costs, and expenses of any nature whatsoever, including but not limited to personal injury, death, damage to real property and damages to tangible personal property resulting from, arising out of, or relating to the negligent acts or omissions of CivicPlus or its



Master Services Agreement for **Clackamas County, OR**

officers, employees, subcontractors, or agents under this Agreement. Without limiting the generality of the forgoing, CivicPlus shall have no obligation to indemnify Client from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of Client and its officers, employees, or agents.

16. In addition to and without limiting the generality of Paragraph 15, CivicPlus expressly agrees to, indemnify, defend and hold harmless Client its officers, elected officials, directors, employees, and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to any claims that the deliverables or the services or use thereof infringe or violate any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If CivicPlus believes at any time that the deliverables or the system infringe a third party's Intellectual Property Rights, CivicPlus may upon receipt of Client's prior written consent, which Client will not unreasonably withhold: (i) replace the infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Client the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the services continue to function in material conformance with the specifications set forth in this Agreement. The failure or inability of CivicPlus to accomplish any of the foregoing, within a reasonable period of time, will be deemed a material breach of this Agreement, and Client may pursue any rights and remedies available to it under this Agreement, including termination.

CivicPlus shall not be liable under this Section 16 for any claim for infringement based solely on: (i) Client's modification of the deliverables or the services other than as contemplated by this Agreement or a deliverable or service specification; or, as otherwise authorized by CivicPlus in writing; or (ii) Use of the deliverables or the services in a manner other than as contemplated in this Agreement or a deliverable or the service specification; or as otherwise authorized by CivicPlus in writing; or (iii) Use of the deliverables or the services in combination, operation, or use of with other products other than as contemplated by this Agreement or a deliverable or service specification; or, as otherwise authorized by CivicPlus in writing.

17. The obligation of CivicPlus to indemnify Client as set forth in Section's 15 and 16 is conditioned on Client providing to CivicPlus notification within thirty (30) days of any claims or potential claim of which Client becomes aware that may be the subject of those Sections. CivicPlus will have control of the defense and settlement of any claim that is subject to Section's 15 and 16; however, neither CivicPlus nor any attorney engaged by CivicPlus will defend the claim in the name of the Client, nor purport to act as legal representative of the Client without the approval of the Client. The Client may, at its election and expense, assume its own defense and settlement in the event that the Client determines that CivicPlus is prohibited from defending the Client, is not adequately defending the Client's interests, or that an important governmental principle is at issue and the Client desires to assume its own defense.

Liabilities

18. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one user. Client will be responsible for the confidentiality and use of user's passwords and user names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus property and any loss or theft or unauthorized use of any user's password or name and/or user personal information.

Compliance with Applicable Law

19. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus property.
20. CivicPlus shall comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. CivicPlus specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. CivicPlus shall also comply with the Americans with Disabilities Act of 1090 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of this Rehabilitation Act of 1973m ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. CivicPlus further agrees to make payments promptly when due, to all persons supplying to CivicPlus, labor or materials for the prosecution of the work provided in this Agreement; incurred in the performance of this Agreement; not permit any lien or claim to be filed or prosecuted against the Client on account of any labor or material furnished;

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pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If CivicPlus fails or refuses to make any such payments required herein, the appropriate Client official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve CivicPlus or the surety of CivicPlus from obligation with respect to unpaid claims. CivicPlus shall promptly pay any person or entity that furnishes medical care to CivicPlus's employees those sums which CivicPlus agreed to pay for such services and all money CivicPlus collected or deducted from employee's wages to provide such services.

Access to Records

21. CivicPlus shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all cost of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement. Client and their duly authorized representatives shall have access to the books, documents, papers, and records of CivicPlus which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by CivicPlus for a minimum of three (3) years, or such longer period as may be required by applicable 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 is later.

Governing Law

22. This Agreement 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 Client and CivicPlus that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of 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.

Availability of Funds

23. Client certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within its current annual appropriation or expenditure limitation, June 1 through July 31, provided, however, that continuation of this Agreement, or any extension, after the end of the fiscal period sufficient in amount, in the exercise of the Client's reasonable administrative discretion, to continue to make payments under this contract.

Force Majeure

24. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Independent Contractor Status

25. The service(s) to be rendered under this Agreement are those of an independent contractor. Although the Client 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, Client cannot and will not control the means or manner of CivicPlus's performance. CivicPlus is to be responsible for determining the appropriate means and manner in performing the work. CivicPlus is not to be considered an agent or employee of Client for any purpose, including, but not limited to: (A) CivicPlus will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement; (B) This Agreement is not intended to entitle CivicPlus to any benefits generally granted to the Client 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, Worker's Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if CivicPlus is presently a member of the Oregon Public Employees Retirement System); (C) If CivicPlus has the assistance of other persons in performance of this Agreement, and CivicPlus is subject employer, CivicPlus shall qualify and remain qualified for the term of this Agreement as an insured employer under ORS Chapter 656.

At present, CivicPlus certifies that he or she, if an individual is not a program, Client, or Federal employee. CivicPlus, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

Insurance

26. CivicPlus agrees to furnish Client 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 Client, 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 related to this Agreement. The general aggregate shall apply separately to this project/location. The Client, at its option, may require a

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Master Services Agreement for **Clackamas County, OR**

complete copy of the above policy.

27. CivicPlus agrees to furnish to Client evidence of Technology Errors & Omissions insurance coverage including Professional Liability, Risk, Data Breach and Privacy/Cyber in the amount of \$2,000,000 in the aggregate. Client, at its option, may require a complete copy of the above policy.
28. CivicPlus shall provide Client a certificate of insurance naming Clackamas County and its officers, elected officials, agents, and employees as additional insured.

Taxes

29. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

30. The following are to be attached to and made part of this Contract:
 - a. Exhibit A - Statement(s) of Work.
31. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:
 - b. This Master Services Agreement;
 - c. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Miscellaneous Provisions

32. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
33. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by an amendment executed by each of the Parties.
34. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
35. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope of the intent of any provisions of this Agreement.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By:

By:

Name:

Name: Tim Grant

Title:

Title: Director of Sales

Date:

Date: 2/12/2018

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500

Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

OREGON GOVERNMENTAL CONTRACTING ADDENDUM

This Oregon Governmental Contracting Addendum (“Addendum”) is entered into by Clackamas County a political subdivision of the State of Oregon, (“County”), Icon Enterprises, Inc., d/b/a CivicPlus (“Contractor”). As used below, "Contract" or “Contract Documents” or similar term shall include this Addendum and the CivicPlus Master Services Agreement. To the extent there is any conflict between the Contract Documents, the terms of this Addendum shall control.

- A.** All employers, including Contractor, which employ workers who work under this Contract in the State of Oregon shall comply with Oregon Revised Statutes ("ORS") Chapter 656.017 and provide required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contractors shall maintain employer’s liability insurance with limits of \$500,000 each accident, \$500,000 per disease for each employee, and \$500,000 minimum policy limit.
- B.** The Contract Documents are 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. The following terms and conditions are made a part of this Contract:
- 1.** Contractor shall:
 - a)** Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract Documents.
 - b)** Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract Documents.
 - c)** Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - d)** Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 2.** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract Documents as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract Documents.
 - 3.** The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.
 - 4.** Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
 - 5.** Payment and late fees shall only be in accordance with ORS 293.462.
- C.** The insurance described in this section shall provide thirty (30) days written notice to the County in the event of a cancellation or material change. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
- 1.** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the County, its officers, commissioners, 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 the Contract Documents. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
 - 2.** If any other required liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of the Contract Documents for a duration of thirty-six (36) months or the maximum time period

the Contractor's, whichever is greater, insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided the coverage's retroactive date is on or before the effective date of the Contract Documents.

3. The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the County, its officers, commissioners, 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 Addendum. The County, at its option, may require a complete copy of the above policy.
 4. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the County as an additional insured. Proof of insurance must include a copy of the endorsement showing the County as a scheduled insured. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice by the Contractor to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
 5. The Contractor will provide written notice to the County within thirty (30) days after any reduction in the general aggregate limit.
 6. Any obligation that County agree to a waiver of subrogation is hereby stricken.
- D.** The laws of the State of Oregon shall govern as to the interpretation, validity, and effect of this Contract without giving effect to conflict of law provisions thereof.
- E.** This Contract may be terminated by either party upon at least sixty (60) days written notice to the other.
- F.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. 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:
1. Termination of this Contract, in whole or in part;
 2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and
 3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of 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.
- G.** 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:
1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
3. 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
4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

H. Indemnification

1. The Contractor agrees to indemnify, hold harmless and defend the County, its 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 or agents.
2. Any obligation of the County to indemnify, hold harmless and defend the Contractor, its officers, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.

I. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.


J. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law (ORS 192.410-505).

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

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein. The Contractor agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein.

Icon Enterprises, Inc. d/b/a CivicPlus

Clackamas County

 2/12/2018

Authorized Signature Date

Authorized Signature Date

Tim Grant, Director of Sales
Name/Title (Printed)

Jim Bernard, Chair

Recording Secretary

Date

Approved As To Form:

Clackamas County Counsel Date



Exhibit A.1 - CivicRec Statement of Work

All Quotes are in US Dollars and Valid for 30 Days from October 5, 2017

Project Implementation and Deployment	
<ul style="list-style-type: none"> • Setup of CivicRec Recreation Management Software • Up to 12hours of Project management • Up to 12 hours of System integration/data migration • Merchant account set-up, if desired • 2 days web-based training for up to 6 Client staff members • First Year Annual Services 	\$30,000
Total First Year Fees	
\$30,000	
Second Year and Beyond Annual Services Fees (Includes Subscription, Support and Maintenance)	\$20,000
<i>Billed 12 months from Agreement signing, 25% increase Year 6</i>	

Services Provided

Services provided by CivicPlus to the Client under this Agreement include the following:

- Access – CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client and patrons of the Client recreational programming to access, use and display CivicPlus’ online registration service (the “Portal”). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.
- Online Registration – The CivicPlus registration engine through which the Portal is accessed can be integrated with Client’s website. CivicPlus will format a registration page to match the colors and theme of the rest of Client’s website. Client would then display a link on its own page that would seamlessly redirect the user to a secure page on the CivicPlus server.
- Documentation - All CivicPlus startup and user’s guides are maintained electronically in the system and can be accessed through the “Help Center” from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.
- Data Backups – CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.
- Enhancements – New features will be added to CivicPlus throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Thereafter, Client will be charged a development fee at a \$100 hourly rate for custom requests. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- Client Support – CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.
- Data – In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Addendum 1 to Exhibit A.1

Estimated Timeline - Timeline herein is example only and not binding on either party

CLACKAMAS COUNTY, OR PROJECT TIMELINE AND ROLES AND RESPONSIBILITIES

CivicPlus CivicRec Software Implementation Project

PROJECT SCHEDULE: 12 WEEKS												
	1	2	3	4	5	6	7	8	9	10	11	12
Project Initiation; Kickoff												
Interface / Data Requirements Gathering												
Module Configuration / Basic Account Setup												
Integration Development												
End User Training												
System Testing / Issue Resolution												
Go Live												

Phase 0: Week 1-2

Deliverables due from CivicPlus:

Kickoff Call

Deliverables due from Clackamas County:

Kickoff Call

Turn in deliverables discussed in kickoff call. Possibilities include:

Payment gateway credentials

Imports

Phase 1: Week 3

Deliverables due from CivicPlus:

Configuration Training – 2 hours Webinar Training

Deliverables due from Clackamas County:

Configuration Training:

Please bring:

1. Copy of your General Liability Waiver
2. Copy of any form currently being used
3. Copy of any / all public policies (refund, cancellation, privacy, photo, etc.)
4. List of all known “prompt” questions – Questions you may ask at the point of registration or facility booking
5. List or Brochure with fees / charges (to set up add-ons and discounts)
6. List of General Ledger Accounting numbers – Descriptions / Titles of each (to set up financial settings)
7. Information on any Scholarship Programs
8. Brochure / Publications with all rentals and program information

Phase 2: Week 4

Deliverables due from CivicPlus:

CivicPlus will create the public page view to ensure it has the same look and feel of the current North Clackamas County Parks and Recreation District website.

Deliverables due from Clackamas County:

Facilities import template if desired

Activities import template if desired

Phase 3: Week 5-6

Deliverables due from CivicPlus:

CivicPlus will import additional imports if applicable.

Facilities Training – 2 hours Webinar Training

Activities Training – 2 hours Webinar Training

Finance / Reporting Training - 2 hours Webinar Training

Deliverables due from Clackamas County:

Facilities Module Training:

Please bring:

1. Brochure / Publications with all rental fees, facility descriptions, file with digital photos and any miscellaneous information
2. Idea of what questions you wish to ask when doing a reservation
3. What facilities, if any, will be available to a patron online and what will not

Activities Module Training:

Please bring:

1. Brochure / Publications with all rental fees, facility descriptions, file with digital photos and any miscellaneous information
2. Please assemble a list of all applicable Activity categories for your organization.
3. Upcoming Program Information (default registration opening dates, upcoming session dates, descriptions, etc.)
4. Idea of what questions you wish to ask when doing a registration
5. What programs / memberships will be available to a patron online and what will not

Phase 3: Week 7-10

Deliverables due from CivicPlus:

POS Training – 2 hours Webinar Training

Q&A / Refresher Training - 2 hours Webinar Training

Deliverables due from Clackamas County

Provide necessary hardware and make sure it is set up.

Continue to build out the catalog as necessary

Q&A / Refresher Please bring:

1. List of all POS locations (i.e. front desk pool, front desk office, etc.).
2. List of all POS items with fees and associated GL codes. Training – 2 hours Webinar Training

Phase 4: Week 11

Deliverables due from CivicPlus:

System Testing / Issue Resolution

Deliverables due from Clackamas County

The County will finalize marketing promotion for the new site and online registration.

Submit final imports such as:

Memberships import template

Users import template

Reservations import template

Phase 4: Week 12-13

Deliverables due from CivicPlus:

Import remaining templates provided

Clear transaction history

Pre Launch Check In Meeting

Deliverables due from Clackamas County:

Pre Launch Check In Meeting

Go over items that were imported, verify payment gateway and public page setup.

Beyond Week 13:

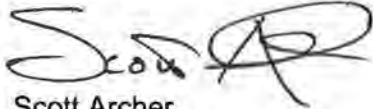
Deliverables due from CivicPlus:

Additional (4) hours of training to be used after Go Live at the discretion of Clackamas County.

Recommendation:

Staff respectfully recommends the Board approve the contract with CivicPlus, Inc. for Services and License for use of Proprietary Software for North Clackamas Parks and Recreation District. Staff further recommends that the Board delegate authority to the BCS Director or BCS Deputy Director, to sign agreements necessary in the ongoing performance of this contract for a five (5) year period.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Archer". The signature is stylized with a large, looped "S" and "A".

Scott Archer,
NCPRD Director

Placed on the _____ Agenda by the Procurement Division.