

July 26, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to a Professional Services Agreement with
Bridges To Change Inc., for Peer Support services

Purpose/Outcomes	Contractor will provide Peer Support services to participants of the Drug Court program. The team works to mentor as a role models and support to participants who are involved in Adult Drug Court.
Dollar Amount and Fiscal Impact	Contract maximum is being increased by \$120,000, bringing the contract maximum to \$240,000.
Funding Source	No County General Funds are involved. Adult Drug Court Criminal Justice Court (ADC CJC) Grant for an additional year.
Duration	Effective upon signature and terminates on June 30, 2019.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Previous Board Action	No previous action
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	8473-01

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to a Professional Services Agreement with Bridges To Change, Inc., for Peer Support services for CCHCD.

Bridges To Change, Inc., will work as a team to mentor as a role models and support to participants who are involved in Adult Drug Court. This will encompass assisting participants in developing an individualized recovery program and assist in finding a 12-step recovery or support meeting. The mentors will assist the participants in developing a helpful relationship with a sponsor and assist in finding them clean and sober housing. Also, the mentors will assist in participants in job searches, and participate in weekly team meetings and Court appearances.

Continuation of services are needed past what was initially agreed due to funding availability through the ADC CJC Grant for an additional year. Amendment #1 adds \$120,000, bringing the maximum value of this contract to \$240,000. This Amendment is effective upon signature and terminates on June 30, 2019.

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

**Contract Amendment
Health, Housing and Human Services Department**

H3S Contract Number 8473 Board Agenda Number _____

and Date 7/2/18

Division _____ Amendment No. 1

Contractor Bridges to Change

Amendment Requested By Deborah Cockrell, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This contract provides peer support services to participants of the Drug Court program. This amendment extends the term of the Agreement through June 30, 2019. Additionally, adjustment to the Compensation in Section II - subsection A of the contract to be increased by \$120,000 bringing the new maximum amount to \$240,000, as well as reflect a change to the COUNTY contact for invoices sited in Exhibit B, Section A. This amendment is effective **upon signature** and continues through **June 30, 2019**.

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

AMEND:

I. SCOPE:

This Contract covers the services as described in Attachment "A" inclusive. CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. Work shall be performed in accordance with a schedule approved by the COUNTY. The term of the contract shall commence upon signature and continue through June 30, 2018.

II. COMPENSATION:

A. COUNTY agrees to compensate CONTRACTOR as provided for in Attachment "A" inclusive. Invoices submitted for payment in connection with this contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall be \$120,000.

EXHIBIT B

MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT

BRIDGES TO CHANGE, INC.

#8473 Professional Services Agreement – Amendment #1

Page 2 of 3

A. Reports shall include the following:

Quarterly Reports: Utilizing the Reporting Tool in Attachment 1, submit quarterly reports detailing the number of hours spent with each participant. Provide detail information that identifies barriers and/or issues that arose during each quarter.

Annual Reports: Utilizing the Reporting Tool in Attachment 1, submit annual reports summarizing all activities.

Submit reports to:

Clackamas County Health Centers Division
Attn: Tracy Garell
2051 Kaen Road, #367
Oregon City, OR 97045

Or by electronic submission to:

tgarell@co.clackamas.or.us

TO READ:

I. **SCOPE:**

This Contract covers the services as described in Attachment "A" inclusive. CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. Work shall be performed in accordance with a schedule approved by the COUNTY. The term of this contract shall commence upon signature and continue through **June 30, 2019.**

II. **COMPENSATION:**

B. COUNTY agrees to compensate CONTRACTOR as provided for in Attachment "A" inclusive. Invoices submitted for payment in connection with this contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall be **\$240,000.**

EXHIBIT B

MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT

B. Reports shall include the following:

Quarterly Reports: Utilizing the Reporting Tool in Attachment 1, submit quarterly reports detailing the number of hours spent with each participant. Provide detail information that identifies barriers and/or issues that arose during each quarter.

Annual Reports: Utilizing the Reporting Tool in Attachment 1, submit annual reports summarizing all activities.

Submit reports to:

July 26, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment 1 of Intergovernmental Agreement with the Estacada School District for
Teen Mentor Program

Purpose/Outcomes	Provide funding for the Teen Mentor Program in Estacada, Oregon. A minimum of 25 matches will be formed. 80% of students will show an increase in bonding to a caring adult.
Dollar Amount and Fiscal Impact	Amendment adds \$10,000 for 2018/19 (Agreement total is \$20,000) No fiscal impact to county
Funding Source	Oregon Health Authority
Duration	From July 1, 2018 through June 30, 2019
Previous Board Action	Board Order Number 110817-A1
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 Cook, 503-650-5677
Contract No.	Contract database # 8524

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing & Human Services Department requests the approval of Amendment 1 of the Subrecipient Agreement with the Estacada School District to continue current program through the end of biennium funding from Oregon Health Authority. The Teen Mentor Program will match a total of 25 at-risk elementary school aged children to high school student mentors, who will provide social, emotional, and academic support during the school year during school hours.

Services are funded with federal funds granted through Oregon Health Authority. This Amendment was approved by County Counsel and becomes effective upon signature and terminates June 30, 2019. The maximum funding for the current fiscal year is \$10,000.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Subrecipient Amendment (FY 18-19)
Children, Youth and Families Division

Subrecipient Agreement Number: 18-025

Board Order Number: 110817-A1

Department/Division: H3S/CYF

Amendment No. 1

Subrecipient: Estacada School District

Amendment Requested By: Rodney Cook

Changes: Scope of Service

Agreement Budget

Agreement Time

Other:

Justification for Amendment:

This Amendment extends the services and funding for the Teen Mentor Program in Estacada, Oregon through June 30, 2019.

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

AMEND:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than October 1, 2017 and not later than June 30, 2018, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than October 1, 2017 ***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.

AMEND:

- 4. Grant Funds.** The COUNTY's funding for this Agreement is the Substance Abuse Mental Health Services Administration Block Grant (CFDA #93.959) issued to the COUNTY by the Oregon Health Authority Public Health Division. The maximum, not to exceed, grant amount that the COUNTY will pay is \$10,000. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: 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 Substance Abuse Mental Health Services Administration Block Grant (CFDA #93.959) issued to the COUNTY by the Oregon Health Authority Public Health Division. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$20,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibits 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.

Funding for this Agreement is divided between funding periods as follows:

- a. **October 1, 2017 to June 30, 2018: \$10,000**
- b. **July 1, 2018 to June 30, 2019: \$10,000**

ADD:

Exhibit B: Estacada Teen Mentor Program Budget Fiscal Year 2018/19

EXHIBIT B: SUBRECIPIENT BUDGET			
<i>Organization: Estacada School District</i>			
<i>Funded Program Name: Teen Mentor Program</i>			
<i>Program Contact: Nick Hogan</i>			
<i>Agreement Term: July 1, 2018 - June 30, 2019</i>			
	Approved Award Amount	Approved Match Amount	
Approved Award Budget Categories			
Personnel (List salary, FTE & Fringe costs for each position)			
High School Site Coordinator	\$ 1,500.00	<i>No match is required on this award</i>	
River Mill Site Coordinator	\$ 1,500.00		
Clackamas River Elementary Site Coordinator	\$ 1,500.00		
Total Personnel Services	\$ 4,500.00		
Administration			
Supplies			
Program supplies	\$ 5,500.00		
Computer			
Insurance			
Travel			
Mileage			
Travel/Conference/Training			
Additional (please specify)			
Total Programmatic Costs	\$ 5,500.00		
Indirect Rate:			
Total Grant Costs	\$ 10,000.00		

REPLACE:

EXHIBIT F: FINAL FINANCIAL REPORT

WITH:

EXHIBIT F: FINAL FINANCIAL REPORT (AMENDED)

Project Name: Estacada Teen Mentor Program Fiscal Years 2017/2018 and 2018/2019	Agreement #: 18.025
Federal Award #:	Date of Submission: XX/XX/XX
Subrecipient: Estacada School District	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

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

Total Federal Funds authorized on this agreement:	\$20,000
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Total match reported on this agreement (if required):	N/A
Balance of unexpended Federal Funds (Line 1 minus Line 2):	


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

Subrecipient's Certifying Official (printed): Ryan Carpenter
Subrecipient's Certifying Official (signature): [Signature]
Subrecipient's Certifying Official's title: Superintendent
Subrecipient's Certifying Official's telephone: 503-630-6871

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

SUBRECIPIENT

Estacada School District
255 NW 6th
Estacada, Oregon 97023



Ryan Carpenter, Superintendent
Estacada School District

Dated

7/12/2018

CLACKAMAS COUNTY

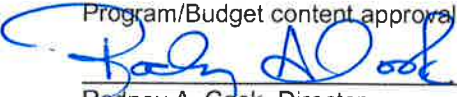
Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on behalf of the Board:

Richard Swift, Director
Health, Housing & Human Services

Dated

Program/Budget content approval



Rodney A. Cook, Director
Children, Youth & Families/Community Solutions Division

Dated

7-16-18

July 26, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Sandy, Oregon, for
Operations for the Mt Hood Express Bus Service

Purpose/Outcomes	Intergovernmental Agreement with City of Sandy, Oregon, for operational support for the Mt Hood Express bus service.
Dollar Amount and Fiscal Impact	The total agreement is \$66,700 and will be used by the City of Sandy to provide staffing to support the operations of the Mt Hood Express, facility rental for the bus service, shop supplies and vehicle use fees for the Mt Hood Express and for Transportation Reaching People
Funding Source	Local funds, 5311 FTA Small Rural Transportation funds, and state Special Transportation Funds
Duration	Effective July 1, 2018 and ending on June 30, 2019
Previous Board Action	Study session on 6/13/17
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 providing public transit services in rural communities
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S-8929

BACKGROUND:

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with City of Sandy, Oregon, to operate the Mt Hood Express bus service. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities. This agreement provides funding to the City of Sandy to provide staffing to support the operations of the Mt Hood Express, facility rental for the bus service, reimbursement for shop supplies and vehicle use fees for the Mt Hood Express and Transportation Reaching People to address temporary fleet shortages.

The agreement is effective July 1, 2018 and continues until June 30, 2019. The maximum amount of the agreement is \$66,700. The agreement was approved by County Counsel on June 12, 2017.

RECOMMENDATION:

We recommend the approval of this Agreement 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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
CITY OF SANDY, OREGON**

1. Purpose. This agreement is entered into between Clackamas County (“COUNTY”) and City of Sandy (“CITY”) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of providing operational support to the COUNTY’s Mt. Hood Express (“MHX”) transit service in partnership with the CITY’s SAM transit service to increase operational efficiencies, collaboration and cost effective management of both services.

2. Scope of Work and Cooperation.

2.1. CITY agrees to provide the following support functions for the Mt Hood Express:

- 2.1.1. Compile data required for completion of fiscal and grant reports, including tracking performance measures.
- 2.1.2. Conduct semiannual rider surveys as required by grants and compile results for analysis.
- 2.1.3. Conduct research and analysis associated with policy and program development.
- 2.1.4. Work with COUNTY for operational issues requiring county input.
- 2.1.5. Assist with completion of grant applications and other activities designed to promote long term stable funding.
- 2.1.6. Work with Hoodland area businesses to promote ridership and to effectively communicate service needs and upcoming changes.
- 2.1.7. Assist with planning and coordination of events.
- 2.1.8. Provide staff support to the Mt Hood Transportation Alliance, including taking minutes and following up on action items.
- 2.1.9. Update the MHX website and respond to information requests.
- 2.1.10. Interact with public at the Sandy Park and Ride location.
- 2.1.11. General office and clerical duties as needed.
- 2.1.12. Participate in required training programs and staff meetings.
- 2.1.13. Provide space for office staff, program materials and parking of buses.
- 2.1.14. Order necessary shop supplies to support the operations of the Mt Hood Express
- 2.1.15. Provide a vehicle for use by the Mt Hood Express in emergencies when existing Clackamas County owned fleet vehicles are out of service.
- 2.1.16. Provide a back-up vehicle for Clackamas County’s Transportation Reaching People (TRP) program for use when exiting Clackamas County fleet vehicles are out of service.
- 2.1.17. Other tasks and projects as needed.

2.2. COUNTY agrees to provide the following:

- 2.2.1. Provide ongoing fiscal support to the Mt Hood Express, including applying for funding and contracting with state, federal and local funding sources as needed to

provide ongoing operational funding. Changes in funding requiring changes in service levels will be communicated to CITY when notification is received from the funder.

- 2.2.2. Complete and submit required reports to funders in a timely manner.
- 2.2.3. Participate in ongoing planning and coordination efforts, including participation in the Mt Hood Transportation Alliance.
- 2.2.4. Reimburse CITY for shop supplies purchased by CITY
- 2.2.5. Pay a vehicle use fee of \$50 per day for the Mt Hood Express bus and \$150 per month for the TRP vehicle
- 2.2.6. All vehicles subject to this agreement shall be maintained in good working order in alignment with industry standards for maintenance. COUNTY will be responsible for routine maintenance and repairs for the TRP program while it is being utilized as a backup vehicle. The TRP back up vehicle will be covered under COUNTY's self-insurance when it is operated by COUNTY staff.
- 2.2.7. COUNTY will be responsible for accident repairs and towing for MHX back up bus for incidents occurring during its use for MHX routes. The MHX back up vehicle will be covered under COUNTY's self-insurance policy when it is operated in MHX service.
- 2.2.8. Provide administrative and operational support as needed.

3. Compensation and Record Keeping.

- 3.1. Compensation. COUNTY shall compensate the CITY for satisfactorily performing the services identified in Section 2 as described in *Exhibit 3: Budget* attached to this agreement. Total maximum compensation under this contract shall not exceed **\$66,700**. Out of this total, \$55,000 per year for staff support, \$7,200 per year for office space and bus parking, \$2,500 per year for vehicle rental and \$2,000 per for shop supplies.
- 3.2. Method of Payment. To receive payment, CITY shall submit invoices and accompanying progress reports as required in *Exhibit 2: Reporting Requirements*.
- 3.3. Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CITY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY may immediately withhold payments hereunder. The COUNTY may continue to withhold payment until CITY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CITY.
- 3.4. 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 and all other pending matters are closed.
- 3.5. Access to Records. COUNTY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY that are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts, and transcripts. Likewise, CITY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the

books, documents, papers, and records of COUNTY that are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts, and transcripts.

4. Manner of Performance.

4.1. Compliance with Applicable Laws and Regulations, and Special Federal Requirements.

CITY and COUNTY shall comply with all federal laws and regulations, Oregon laws and regulations, local ordinances and rules applicable to this agreement, including, but not limited to, all applicable federal and Oregon civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit 4, attached and incorporated into this agreement.

4.2. Precedence. When a requirement is listed both in the agreement and in an exhibit to it, the requirement in the exhibit shall take precedence.

4.3. Subcontracts. CITY shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from COUNTY.

5. General Provisions.

5.1. Contact. All routine correspondence and communication regarding this agreement, as well as requests for written acknowledgment, shall be directed to the following representatives:

For COUNTY: Teresa Christopherson, 2051 Kaen Rd, Oregon City, OR 97045
(teresachr@co.clackamas.or.us) (503-650-5718)

For CITY: Andi Howell, Transit Director, City of Sandy, 16610 Champion Way,
Sandy, OR 97055 (ahowell@ci.sandy.or.us) (503-489-0925)

Either party may change the contact or its associated information by giving prior written notice to the other party.

5.2. Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, commissioners, councilors, agents and employees, against all claims, demands, actions and suits of any kind or nature for personal injury, death or damage to property arising out of this agreement where the loss or claim is attributable to the negligent acts or omissions of the indemnitor or the indemnitor's officers, commissioners, councilors, employees, agents, subcontractors, or anyone over which the party has a right to control. Each party shall give the other party immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this agreement.

- 5.3. Severability. If any provision of this agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, 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 intentions of the parties to the maximum extent possible.
- 5.4. Modifications. Any modification or change to the terms of this agreement shall be effective only when reduced to writing and approved by the governing bodies of both parties. Any modification or change, including any additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing, shall refer specifically to this agreement and shall be valid only when approved by the governing bodies of both parties.
- 5.5. Integration. This agreement contains the entire agreement between the parties concerning its subject matter.
- 5.6. Third-Party Beneficiaries. The CITY and COUNTY are the only parties to this agreement and are the only parties entitled to enforce its terms.
- 5.7. Applicable Law. The laws of the State of Oregon govern this agreement without respect to conflict of laws principles. Any litigation between the parties arising out of or related to this agreement will be conducted exclusively in the Circuit Court for the State of Oregon, Clackamas County. The parties accept the personal jurisdiction of this court.
- 5.8. Dispute Resolution.
- 5.8.1. Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this agreement shall constitute default. In the event of an alleged default or breach of any term or condition of this agreement, the party alleging such default or breach shall give the other party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the party shall not be considered in default for purposes of termination or instituting legal proceedings.
- 5.8.2. The parties shall negotiate in good faith to resolve any dispute arising under this agreement. Should any dispute arise between the parties concerning this agreement that cannot be resolved by mutual agreement, the parties may mutually agree to mediate the dispute prior to a party commencing litigation. The mediation shall take place in Clackamas County, Oregon. The parties will equally bear the mediator's fees and costs.
- 5.9. Term and Termination.
- 5.9.1. Term. This agreement is effective on July 1, 2018 and will terminate on June 30, 2019, unless the parties agree in writing to extend the agreement.

- 5.9.2. Termination For Convenience. Either party may terminate this agreement by providing at least 30 days prior written notice to the other party.
- 5.9.3. Termination For Cause. Either party may immediately terminate this agreement if that party complied with Section 5.8.1 of this agreement and the other party did not cure its default within the time provided by Section 5.8.1.
- 5.10. Effective Date. This agreement will only become effective upon approval by the governing bodies of COUNTY and CITY.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SANDY

Bill King, Mayor

Signing on Behalf of the Mayor & Council



Kim Yamashita, City Manager

6/19/18
Date

CLACKAMAS COUNTY

Signing on behalf of the Board

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

Richard Swift, Director
Health, Housing & Human Services

Date

Exhibit 1

City of Sandy Clackamas County Employee Support Proposal

City of Sandy Clackamas County Employee Support Proposal

In an effort of collaboration and cost effective management, the City of Sandy Transit Department proposes a supported administrative employment approach between the City of Sandy and Clackamas County. Sandy and Clackamas County have a demonstrated record of collaboration through shared contracting and facility utilization. As outlined in the Mt Hood Service and Sustainable Operations Plan, there could be further efficiencies for both systems through the mutual use of administrative employees. Due to the lack of authority for the City of Sandy in the Mount Hood communities, the City cannot claim jurisdiction to the Mount Hood System, however the two can work together to seamlessly operate regardless of funding structure. See proposal below.

City of Sandy will employ 1 Program Administrator (STEP 7) at \$4065/month

City of Sandy will employ 1 Administrative Secretary (STEP 3) at \$2790/month

Both positions will be City employees, however their job descriptions will be outlined as support positions for both Sandy Transit and the Clackamas County Mount Hood Service.

The City of Sandy is proposing a commitment of \$55,000 per year from the County to provide the following functions for Mount Hood Express Services:

- Compile data required for completion of fiscal and grant reports, including tracking performance measures
- Conduct semiannual rider surveys as required by grants and compile results for analysis
- Conduct research and analysis associated with policy and program development
- Work with MHX contractor for operational issues requiring county input
- Assist with completion of grant applications and other activities designed to promote long term stable funding
- Work with Hoodland area businesses to promote ridership and to effectively communicate service needs and upcoming changes
- Assist with planning and coordination of events
- Provide staff support to the Mt Hood Transportation Alliance, including taking minutes and following up on action items
- Update the MHX website and respond to information requests
- Interact with public at the Sandy Park and Ride location
- General office and clerical duties as needed

- Participate in required training programs and staff meetings
- Other tasks and projects as needed

Job Descriptions listed below.

City of Sandy

Job Description

Job Title: Transit Program Administrator (confidential)
Supervised by: Transit Director
Status: Full time Employee (Exempt)

POSITION SUMMARY

The Transit Program Administrator is a confidential class position, responsible for a wide range of duties that support the work of the Sandy and Mt Hood Transit Services. Responsibilities include, but are not limited to public contact, coordinating special projects and events, writing documents and reports, and understanding government regulations in the development of policies and procedures. This person will work independently under general direction. Therefore, he or she must show good judgment, be prepared to handle confrontational or stressful situations, and deal effectively with coworkers, the public, business owners and other agency staff.

SALARY AND BENEFITS

Salary range \$4065-5188 per month plus excellent benefits. This is a permanent, full-time position with benefits and eligibility for PERS after 6 months. New position hires generally begin at Step A, \$4065/month.

PRIMARY DUTIES & RESPONSIBILITIES

- Compile data required for completion of fiscal and grant reports, including tracking performance measures
- Conduct semiannual rider surveys as required by grants and compile results for analysis
- Conduct research and analysis associated with policy and program development
- Work with contractor for operational issues requiring county input.
- Coordinate and/or create marketing activities (literature production/distribution, flyers, ads, public notices)

- Assist with completion of grant applications and other activities designed to promote long term stable funding.
- Work with Sandy and Hoodland area businesses to promote ridership and to effectively communicate service needs and upcoming changes
- Assist with planning and coordination of events
- Provide staff support to the Mt Hood Transportation Alliance, including taking minutes and following up on action items.
- Oversee the management of the Transit Assistant regarding the transit tax database, tax collections and audits.
- Work with the Transit Assistant to oversee the front desk activities and questions, especially regarding Mount Hood Express services, park and rides and general questions.
- Create documents and correspondence
- Update the website and respond to information requests

- Understand legal documents; follow written or oral instructions and exercise independent judgment
- Participate in required training programs and staff meetings
- Maintain an awareness of current transit legislation
- Attend work and perform duties, primarily in office setting

Other tasks and projects as needed by either Sandy or Mount Hood Services.

EXPERIENCE & EDUCATION

A bachelor's degree from an accredited college or university, preferably in public administration, business or a closely related field relative to public transportation is required. Experience in public transportation is preferred. Any combination of experience and education which provides the applicant with the level of required knowledge and abilities will be considered.

COMPENSATION & BENEFITS

- \$48,780 - \$62,256
- Vacation
- Holidays
- Sick Leave
- Medical / Dental Allowance
- Life Insurance
- Employee Assistance Program
- Oregon State PERS Retirement

City of Sandy

Job Description

Job Title: Transit Administrative Secretary
Supervised by: Transit Director
Status: Full time Employee

POSITION SUMMARY

The Transit Administrative Secretary is responsible for a wide range of duties that support the work of the operations center which includes Public Works and Parks as well as Transit. Responsibilities include, but are not limited to, data entry, document creation, mass mailings, public contact, reports, and general office clerical duties. This person will work independently under general direction. The position must be able to interact effectively with coworkers, the public, business owners and other agency staff.

SALARY AND BENEFITS

Salary range \$2790 – 3561 per month plus excellent benefits. A pre-employment criminal background check is required. This is a permanent, full-time position with benefits and eligibility for PERS after 6 months. Positions usually begin at low end of salary range.

PRIMARY DUTIES & RESPONSIBILITIES

- Transit Tax Data entry, tax collection letters and mailings
- Public Works backflow device data entry, reminder notices, mailings
- Create documents and correspondence
- Keep website information current
- General office and clerical duties for Sandy and Clackamas County Transit
- Coordinate and/or create marketing activities (literature production/distribution, flyers, ads, public notices).
- Willingness to disseminate information throughout town including bus shelters.
- Set up meeting rooms, produce meeting materials, generate minutes for Transit Advisory Committee and other meetings
- Participate in required training programs and staff meetings
- Organization of front desk and copy/supply room for Operations Center
- Maintain a schedule of Parks, PW programs such as gazebo and/or wood chipper rental
- Attend work and perform duties, primarily in office setting

- Other tasks and projects as needed

REQUIRED QUALIFICATIONS

- Two-year college degree or equivalent training or experience
- Ability to work independently on assigned tasks and to make decisions with minimal supervision
- Ability to prioritize and organize tasks within specific timelines
- Ability to exercise good judgment, courtesy, patience, and tact in public contact and problem resolution
- Valid Oregon Driver's License
- Excellent interpersonal, verbal, written and phone skills
- Intermediate to advanced proficiency with computer programs (Windows, Excel, Access, Publisher or equivalent)
- Ability to operate office machines (i.e. copier, fax, and ten-key calculator)
- Must be capable of promoting public and employees trust and confidence
- Some overnight travel required

PREFERRED QUALIFICATIONS

- Bilingual English/Spanish
- Knowledge of geographic service district
- Customer service skills
- Oregon Commercial Driver's License

PHYSICAL REQUIRMENTS

- Repetitive motion, prolonged sitting
- Extensive visual/hearing involvement
- Extensive verbal communication, primarily via telephone
- Occasional lifting of items from below the knees or above the shoulders
- Bending or stretching ability adequate to properly secure mobility devices and bicycles on board company vehicles
- Ability to lift 40 pounds

Work is performed primarily in an office environment, will require bending, hearing voice conversations, keyboarding, lifting up to 40 lbs, pushing, reaching and walking. A considerable amount of sitting is required. Some out-of-office tasks may be required.

COMPENSATION & BENEFITS

- \$33,480 - \$42,732**
- Vacation
- Holidays
- Sick Leave
- Medical / Dental Allowance
- Life Insurance
- Employee Assistance Program
- Oregon State PERS Retirement

EXHIBIT 2
REPORTING REQUIREMENTS

Reporting:

CITY shall submit on a quarterly basis a narrative summary of the work performed on behalf of the Mt Hood Express, including progress on any planning or special projects.

Invoicing

CITY, through designated staff, shall submit to COUNTY a quarterly invoice as identified in Exhibit 3: Budget, made a part of this contract.

Invoices for shop supplies will be on a reimbursement basis and will include a copy of the original invoice.

Invoices for bus rental will include a summary of rental use.

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

E-mail address: teresachr@clackamas.us

COUNTY shall make payment to CITY within 30 days of receipt of each invoice submitted.

EXHIBIT 3

BUDGET

\$55,000 for staff support for Mt Hood Express project
\$7,200 for space for staff, program materials, and bus parking
\$2,500 for vehicle rental
\$2,000 for shop supplies

Total maximum compensation under this contract shall not exceed \$66,700

Invoices shall be submitted on a quarterly basis for a maximum of \$15,550 per quarter for staff support and space for staff, program materials and bus parking.

Invoices for reimbursement for vehicle rental and shop supplies shall also be submitted on a quarterly basis based on costs incurred.

EXHIBIT 4

SPECIAL REQUIREMENTS

1. CITY certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or CITY;
 - (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

4. CITY shall ensure that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by funds delegated under this agreement.
5. CITY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this contract.
6. CITY will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
7. CITY will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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