



# AGENDA

**\*Revised**

Added E.4, E.5

**Thursday, April 29, 2021 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2021-20

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**\*\*\*Wild Fire Updates**

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

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

1. Approval of Resolution \_\_\_\_\_ Adopting the Clackamas County Transit Development Plan. (Dan Johnson, Department of Transportation and Development)
2. Public Hearing to Permit a Gate on Hofeldt Drive. (Dan Johnson, Department of Transportation and Development)

**II. BOARD DISCUSSION ITEMS** *(The following items will be individually discussed by the Board only, followed by Board action.)*

**County Counsel**

1. Board Order \_\_\_\_\_ to Revise the Effective Date of Ordinance No. 09-2020 (Short-Term Rentals, Dan Johnson, Department of Transportation and Development)

**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 of Intergovernmental Agreement #160440, Amendment 4 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents. This agreement is for \$8,617,314 funded by federal Older American Act Funds and State General Funds. County General funds are using \$318,473 to meet the match requirements for internal programs for the duration of this agreement.– *Social Services*

2. Approval of a Federal Subrecipient Grant agreement with Central City Concern to provide Law Enforcement Diversion Program (LEAD) services. The total amount will be \$318,032.84 funded through the Federal Domestic Assistance Fund and the County General Fund for Affordable Housing. – *CFCC*
3. Approval to apply for a subrecipient grant award with Oregon Health and Science University (OSHU) for Partnership in an Institutional Review Board (IRB) study. OHSU will potentially pay Clackamas Health Center up to \$219,419 over a period of four years. No general funds are involved and no matching funds are required. – *Health Centers*
4. Approval of Amendment #18 and #19 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County. Contract is increased by \$6,093,870 bringing the contract maximum to \$19,499,741. Funding is through the state, no general funds are involved. – *Public Health*
5. Approval of Grant Agreement with Health Share of Oregon for the Help Me Grow Program (HMG). Contract maximum value is \$80,000 with funding through the Health Share of Oregon, no general funds are involved. – *Public Health*
6. Approval of an Amendment #1 with Do Good Multnomah for Veterans Village Services. Contract is not to exceed \$210,006 this will include county general funds at a policy level proposal. - *Admin*

**B. Department of Transportation & Development**

1. Approval of a Local Agency Agreement No.34356 with Oregon Department of Transportation for the Knights Bridge Road: Molalla River Bridge #06520; Overall Project Cost Estimate: \$3,601,086, funding from State Funded Local Project in the amount of \$3,231,254 and County Road Fund totaling \$369,832. No general fund.
2. Approval of a Contract with Colehour + Cohen Inc. dba C+C for Strategic Marketing Consultant Services for Phases II & III of the County Drive to Zero Project- Total Contract Value \$242,000.00; Drive to Zero Funds (General Funds) \$187,450 + Oregon Department Of Transportation Safe Community Grant \$54,550 – *Procurement*

**C. Finance Department**

1. A Resolution Approving the Submission of The Assessor’s County Assessment Funding FA Grant Application for FY 2021-2022. This grants provides approximately 15% of the revenue for the Assessor’s Office.

**D. Elected Officials**

1. Resolution \_\_\_\_\_ Appointing Justices of the Peace Pro Tempore for the Clackamas County justice of the Peace District. Pro Tempore Judges are paid at an hourly rate of \$48.55 plus .58 cents per mile for travel to and from the court building. This is included in the Justice Court Budget. - Clackamas County Justice Court

## **E. Disaster Management**

1. Approval of a Subrecipient Agreement Amendment between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY18 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program. This amendment will have a \$66,100 increase bringing the total to \$443,381 with funding from FY18 Department of Homeland Security grant. No general fund dollars are involved.
2. Approval to apply for FEMA Hazard Mitigation Grant Program (HMGP) funds to upgrade the existing Upper Sandy River Flood Warning System. Total \$85,000, 25% Local Match \$21,250, Monthly Service Fees \$630. General funds for the 25% match.
3. Approval for FY2020 Emergency Management Performance Grant – Supplemental between Clackamas County and the State of Oregon. The grant agreement value is \$43,066 and the grant is a 50% federal share grant that will reimburse Clackamas County Disaster Management for up to 50% of salaries and benefits for an employee who will focus on the COVID-19 response. This will include general fund.
- \*4. Approval of Amendment #1 Dirgesh LLC dba Econo Lodge Southeast for Providing Hotel Rooms for Homeless Families and Individuals. This amendment will add \$164,700 for an additional 61 units and nights of lodging. Total Contract value not to exceed \$528,400, funded through the state general fund. No county general funds are involved.
- \*5. Approval of Amendment #1 SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone for Providing Hotel Rooms for Homeless Families and Individuals. Amendment will add \$128,100 for an addition 61 units and nights of lodging, funded through state general funds. No county general funds are involved.

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

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



**DAN JOHNSON**  
DIRECTOR

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

April 29, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Resolution Adopting the  
Clackamas County Transit Development Plan

<b>Purpose/ Outcomes</b>	Approval of Clackamas County Transit Development Plan.
<b>Dollar Amount and Fiscal Impact</b>	The ODOT TGM program directly contracted with the consultant for the TGM program award of \$175,200. County staff time to assist in project completion has been through an in-kind match of \$23,891 which was funded by STIF funds.
<b>Funding Source</b>	Transportation Growth Management (TGM) grant and State Transportation Improvement Funds (STIF)
<b>Duration</b>	Effective upon signature by the Board.
<b>Strategic Plan Alignment</b>	The project aligns with the Long-Range Planning program's purpose of providing land use and transportation plan development, analysis, coordination and public engagement services to residents; businesses; local, regional and state partners; and County decision-makers so they can plan and invest based on a coordinated set of goals and policies that guide future development.
<b>Previous Board Action</b>	March 30, 2021: The Board received an overview of the Transit Development Plan and requested that the approval be placed on the BCC Business meeting.
<b>County Counsel Review</b>	The resolution has been reviewed and approved by County Counsel on 4-14-21.
<b>Procurement Review</b>	No – this item is a resolution adopting the Transit Development Plan which does not require Procurement Review.
<b>Contact Person</b>	Karen Buehrig (971) 291-8127

**BACKGROUND:**

In 2017, the Oregon Legislature passed Keep Oregon Moving (HB 2017), creating a new source of funds for transit projects. These funds, called State Transportation Improvement Fund (STIF), are available for transit projects both inside and outside of existing transit districts or service areas. Projects are required to be in a locally approved plan to be eligible for HB 2017 funding. Adopting the Clackamas County Transit Development Plan will allow the projects identified within the plan to be eligible for consideration for STIF funding.

The Clackamas County Transit Development Plan (TDP) provides guidance on transit connections between existing providers outside the TriMet service area, as well as input into

transit service within the TriMet service area. The TDP includes transit project priorities to connect communities within Clackamas County, both urban and rural, and provides guidance on infrastructure investments needed to support transit use throughout the county. It will be used to guide future transit investments and communicate a coordinated vision for transit service and access to transit within Clackamas County.

During the process of developing the TDP, a vision, set of goals, and objectives were developed. An overview of the baseline conditions was completed and then the various needs for connections were identified. Using input from online surveys and other outreach, the needed future service network was developed and then prioritized. The TDP also includes information about infrastructure that is needed to support the transit service as well as recommendations for supportive land use strategies and development. There is a high-level assessment of funding and implementation options, and a program that can be used to monitor the success of the plan.

The TDP includes Short-term, Medium-term and Long-term recommendations for the future transit service network. The recommendations indicate where new service should be implemented and when additional service should be added. It also includes information on potential providers for the service and vehicle size that should be considered.

Adoption of the Transit Development Plan will allow the County and other transit partners in the County to consider these projects for future State Transportation Improvement Fund (STIF) plans.

**RECOMMENDATION:**

Staff respectfully recommends approval of the resolution to adopt the Clackamas County Transit Development Plan.

Sincerely,

*Karen Buehrig*

Karen Buehrig  
Long Range Planning Manager

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

In the Matter of a Resolution  
Adopting the Clackamas County  
Transit Development Plan



Resolution No. \_\_\_\_\_  
Page 1 of 2

**Whereas**, in 2017, the Oregon Legislature passed Keep Oregon Moving (HB 2017) creating a new source of funds for transit connections and enhancements throughout the State of Oregon; and

**Whereas**, these funds, called State Transportation Improvement Fund (STIF), are available for transit projects both inside and outside of existing transit districts or service areas. Projects must be identified within a STIF plan to be eligible for HB 2017 funding; and

**Whereas**, on June 7, 2018, the Board of County Commissioners approved applying for funds from the Transportation and Growth Management program to undertake the development of a Transit Development Plan for Clackamas County; and

**Whereas**, On December 19, 2019 funds were awarded for the project and the Board approved an Intergovernmental Agreement to undertake the project; and

**Whereas**, a Project Management Team led the project, comprised of Clackamas County and the Oregon Department of Transportation staff and the lead consulting firm; and

**Whereas**, the Project Management Team formed a Technical Advisory Committee (TAC), with members representing local transit providers, public agencies and organizations having expertise and implementation authority to provide recommendations on issues relevant to transit; and

**Whereas**, the Project Management Team formed a Project Advisory Committee, with members representing a wide range of stakeholder values and interests, including affected neighborhoods and businesses, transit riders and community college representatives, to provide recommendations to the Clackamas County Board of Commissioners regarding the Transit Development Plan; and

**Whereas**, the Transit Development Plan identifies needed transit connections and prioritizes these connections into short-term, medium-term and long-term priorities; and

**Whereas**, the engagement with the public was undertaken throughout the project and is documented in the Transit Development Plan as Reference B “Outreach Summary”; and

**Whereas**, the Transit Development Plan supports and implements Transit polices found in Chapter 5 of the Comprehensive Plan;

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

In the Matter of a Resolution  
Adopting the Clackamas County  
Transit Development Plan



Resolution No. \_\_\_\_\_  
Page 2 of 2

**Whereas**, on the Project Advisory Committee met four times throughout the project and at its last meeting on January 26, 2021 recommended approval of the Clackamas County Transit Development Plan; and

**Whereas**, on March 30, 2021 the Board received an overview of the Clackamas County Transit Development Plan and directed staff to schedule a public hearing and adoption through a resolution.

**NOW THEREFORE, the Clackamas County Board of Commissioners do hereby resolve and affirm that:**

1. That the Clackamas County Transit Development Plan, a copy which is attached as "Exhibit A" and incorporated by reference herein, is hereby approved.
2. This resolution shall be effective upon adoption.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2021

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**EXHIBITS:**

- A. Clackamas County Transit Development Plan



# CLACKAMAS COUNTY TRANSIT DEVELOPMENT PLAN



# TRANSIT DEVELOPMENT PLAN

April 2021





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## ACKNOWLEDGEMENTS

The development of this plan was guided by the Project Management Team (PMT), Technical Advisory Committee (TAC), Project Advisory Committee (PAC), Clackamas County Planning Commission, Clackamas County Board of Commissioners, and members of the public. Each individual devoted their time and effort to provide valuable input and feedback and their participation was instrumental in the development of the plan.

### Project Management Team (PMT)

ODOT/TGM Grant Manager

Héctor Rodríguez Ruiz

Clackamas County

Karen Buehrig

Ellen Rogalin

Teresa Christopherson

Brett Setterfield

Kristina Babcock

### TAC Members

Abe Moland, Program Planner, *Clackamas County Department of Transportation & Development; Health, Housing & Human Services*

Jason Kelly, *Oregon Department of Transportation*

Jennifer Donnelly, *Oregon Department of Land Conservation & Development*

Ray Atkinson, *Clackamas Community College*

Ally Holmqvist, *Metro*

Eliot Rose, *Metro*

Eve Nilenders, *TriMet*

Dwight Brashear, *South Metro Area Regional Transit*

Todd Wood, *Canby Area Transit*

Andi Howell, *Sandy Area Metro Transit*

Tom Strader, *South Clackamas Transit District*

Kristina Babcock, *Mt. Hood Express*

Jennifer Garbely, *City of Milwaukie*

Michael Cynkar, *City of Happy Valley*

Pat Sisul, *City of Gladstone*

Dayna Webb, *City of Oregon City*

Will Farley, *City of Lake Oswego*

Chris Myers, *City of West Linn*

Taylor Campi, *City of Estacada*

### PAC Members

Cristina Reynaga, *South Clackamas Transit District Board of Directors*

Maggie Anderson, *Student, Clackamas Community College*

Michelle Emery, *Todos Juntos*

Glenn Koehrsen, *Member, Clackamas County Aging Services Advisory Council*

Laura Edmonds, *North Clackamas Chamber of Commerce*

Stephen McMurtrey, *Clackamas County Housing Authority*

Jackson Calhoun, *Rex Putnam Earth Club*

Walter McNaughton, *Rex Putnam Earth Club*

Bobbi Bryan, *Redland/Viola/Fischers Mill Community Planning Organization (CPO)*

## Clackamas County Board of Commissioners

*Tootie Smith, Commission Chair*

*Paul Savas, Commissioner*

*Sonya Fischer, Commissioner*

*Martha Schrader, Commissioner*

*Mark Shull, Commissioner*

## Consultant Team

Kittelson & Associates, Inc.

Paul Ryus, PE  
Susan Wright, PE  
Krista Purser, PE  
Russ Doubleday

JLA Public Involvement

Adrienne DeDona  
Tracie Heidt

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*This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation (ODOT) and the Oregon Department of Land Conservation and Development (DLCD). This TGM grant is financed, in part, by federal Fixing America's Surface Transportation Act (FAST Act), local government, and State of Oregon funds. The contents of this document do not necessarily reflect views or policies of the State of Oregon.*

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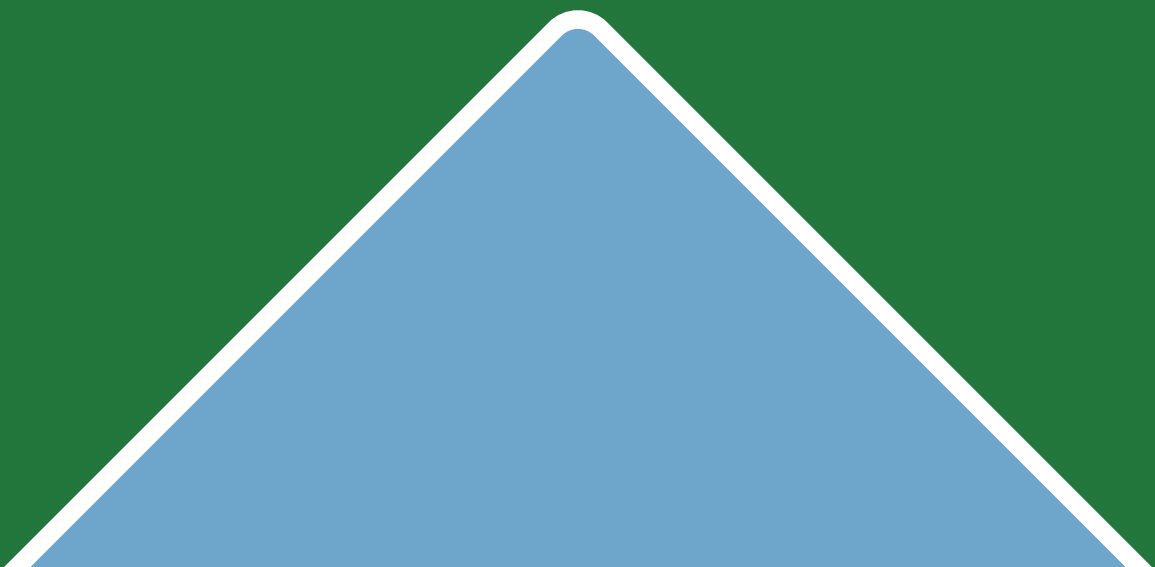
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# INTRODUCTION

- PUBLIC INVOLVEMENT PROCESS



# Introduction

---

In 2017, the Oregon legislature passed Keep Oregon Moving (HB 2017), which created a new source of funds for transit projects. These funds are available for transit projects both inside and outside of existing transit districts and service areas. Projects must be identified within a plan in order to be eligible for funding through HB 2017.

Clackamas County has a unique and growing role as a coordinator of transit services between the six public transit districts in addition to Clackamas County's role as a facilitator to implement small scale transit and transportation services. Prior to the passage of HB 2017, Clackamas County managed the distribution of funds for transportation services for elderly and disabled populations, as well as for the Mt Hood Express transit service through its Social Services division. With the advent of this new source of funds available for transit service both within and outside of existing districts and service areas, and the ability to access funds for transit shuttles within the TriMet district, the County's responsibilities have expanded.

The Clackamas County Transit Development Plan (TDP) has been created to provide guidance on transit connections between existing providers outside the TriMet service area, as well as input into transit service within the TriMet service area. The TDP includes transit project priorities to connect communities within Clackamas County, both urban and rural, and provides guidance on infrastructure investments needed to support transit use throughout the county. The intent of the TDP is to guide future transit investments and communicate a connected and coordinated vision for transit service and access to transit within Clackamas County. In particular, this TDP:

- Guides investments of Statewide Transportation Improvement Fund (STIF) grants by identifying needed and priority connections in portions of the county currently lacking transit service, and
- Identifies other actions needed to support transit usage throughout the County.

The TDP is focused in two areas:

- *Within the Clackamas County portion of the TriMet service area, the TDP provides detailed analysis and transit level-of-service information to inform future STIF plans and TriMet service implementation. (Transit planning for areas of the county with other existing service providers [e.g., Wilsonville, Canby, Molalla, Sandy] is addressed in those providers' TDPs, which are reviewed in the Reference D: Background Information and Existing Conditions Memorandum.)*
- *In unincorporated areas located between existing service providers and with no current transit service provider, the TDP recommends how transit service providers can cover these areas in the future and how existing transit services across the county can be better connected.*

Figure 1 shows the project process undertaken to develop this TDP.

In addition to the TDP, Clackamas County and other transit providers in the region are working on additional ongoing transit projects:

- **Vision Around the Mountain:** ODOT's Vision Around the Mountain is a strategic planning project to improve public access to Mt. Hood region by establishing a shared, long-term, regional transit vision. The project will guide transit network coordination and connection across multiple jurisdictions under a unified vision.
- **Shuttle Program:** The Clackamas County Shuttles provide enhanced options and access in areas currently unserved or underserved by transit. The shuttles include first/last-mile services in Oregon City, Clackamas Industrial Area, and Milwaukie Industrial Area, as well as a service connecting Tualatin, West Linn, and Oregon City. The first shuttles will begin operation in 2021.

- Enhanced Transit Corridors, Express and Limited-Stop Market Analysis: Regional transit planning efforts have included Metro's identification of Enhanced Transit Corridors (ETCs) and TriMet's Express and Limited-Stop Market Analysis, with desired outcomes of faster transit trips in the region through corridor improvements or express services. Future studies are likely to identify other candidate corridors, and Clackamas County should track these for consistency with this TDP.

## Public Involvement Process

The public involvement program for the Clackamas County TDP shared information and gathered input from the community related to transit needs and desires. The public involvement goals were to:

- Communicate complete, accurate, understandable and timely information to the public throughout the project.
- Help the public understand the need to create improved transit connections.
- Actively seek public input from a broad, diverse audience at project milestones to understand the transit needs and desires of the community.
- Provide meaningful public involvement opportunities and demonstrate how input has influenced the process.
- Seek participation of potentially affected and/or interested individuals, neighborhoods, businesses and organizations, including from under-represented communities such as low-income residents, non-English speakers and others from diverse backgrounds.
- Comply with Civil Rights Act of 1964 Title VI requirements to ensure that this plan does not subject any person to discrimination on the basis of race, color or national origin.
- Ensure that the public involvement process is consistent with applicable state and federal laws and requirements, and is responsive to local policies, goals and objectives.

The TDP creation process included numerous touchpoints where stakeholders and the public could provide input. This included four meetings each with a Technical Advisory Committee (TAC) and Project Advisory Committee (PAC). The TAC, made up of County staff that interfaces with transit, as well as city and public transit agency staff from across Clackamas County, provided technical input at various stages in the planning process. The PAC, made of up community members representing various interests within the county, provided higher-level guidance throughout the planning process.

As the COVID-19 pandemic spread to Oregon and Governor Brown issued the Stay Home, Save Lives executive order on March 23<sup>rd</sup>, 2020, it became clear that the public involvement activities for this plan would need to shift to a virtual environment to reduce spread of the virus. All TAC and PAC meetings were held over Zoom, both project surveys were administered entirely online, and community planning organization meetings and targeted outreach to community groups were all done virtually.

Table 1 summarizes the activities, details, and purpose of each activity. Further details on the public involvement strategy are included in *Reference A: Public Involvement Plan*, and further details on the public involvement findings are included in *Reference B: Outreach Summary*.



Figure 1. Project Process

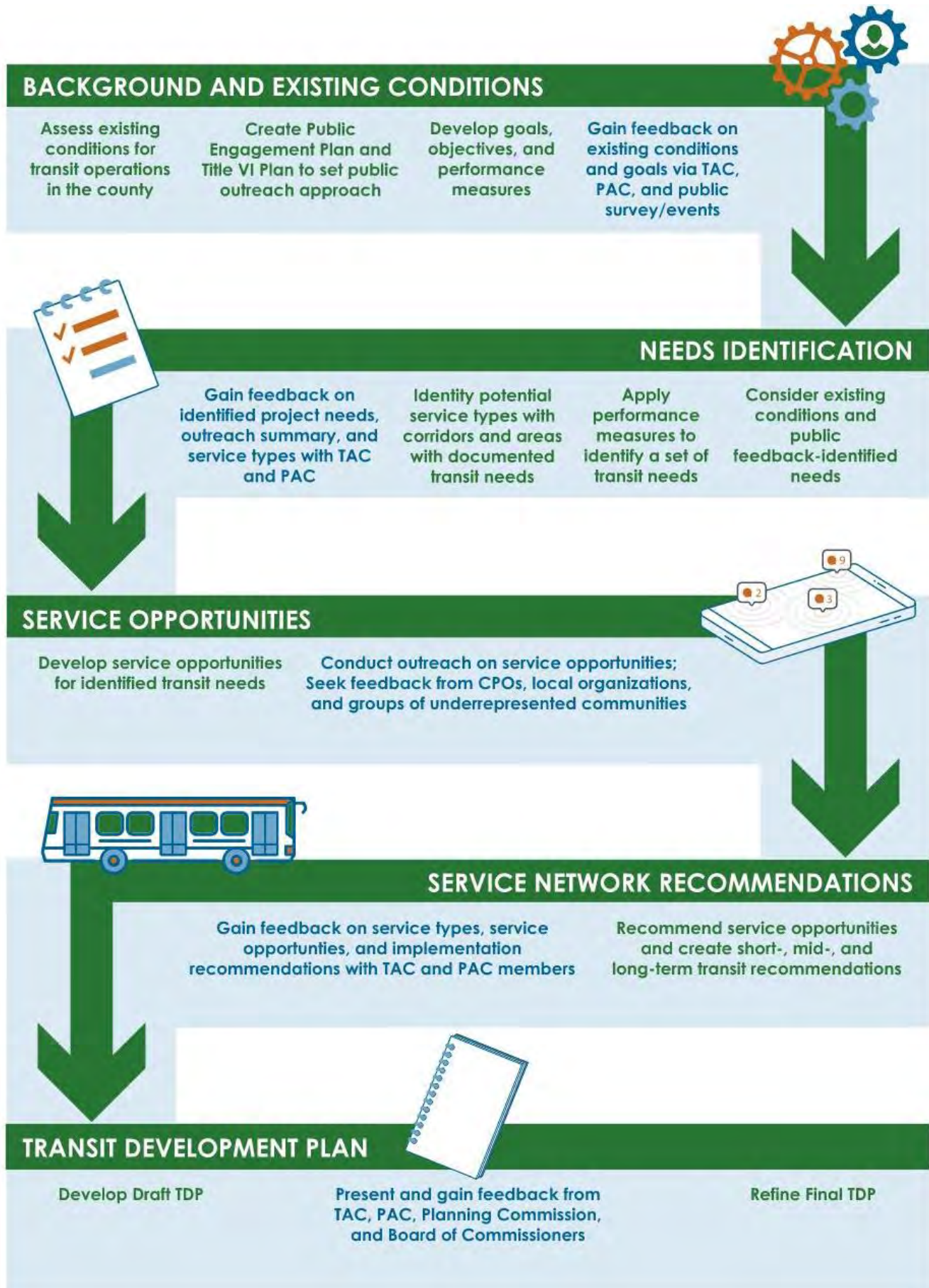

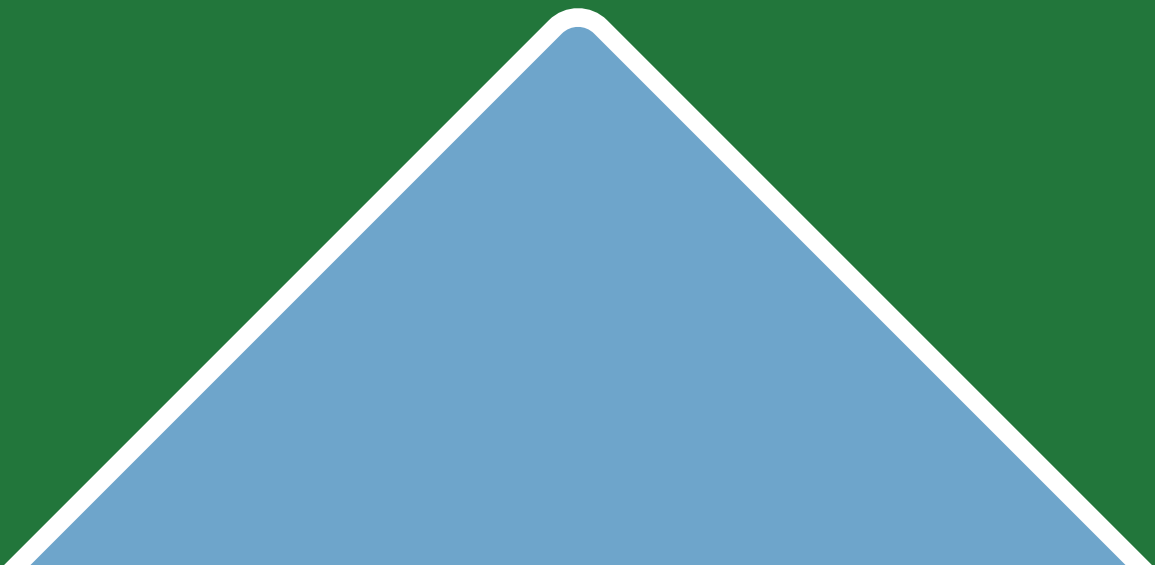


Table 1. Public Involvement Activities for the Clackamas County TDP

TYPE OF ACTIVITY	ACTIVITY DETAILS AND PURPOSE
 <b>Project Website</b> Throughout Project	Provide updates on project activities and documents, including links to online surveys and a continuously available commenting map.
 <b>TAC Meeting #1</b> May 5th, 2020 – Zoom	Review background information and existing conditions for the project as well as discuss project goals, objectives, and performance measures.
 <b>PAC Meeting #1</b> May 12th, 2020 - Zoom	
 <b>Online Survey #1</b> June 3rd, 2020 – July 2nd, 2020	Understand how respondents use transit currently (in a non-COVID world), where they would like to go using transit, and how they'd like to use transit in the future.
 <b>Small Group Listening Sessions</b> June 17th, 2020, June 25th, 2020, and July 7th, 2020	Discuss existing transit use and potential high-level changes or additions to the countywide transit network.
 <b>TAC Meeting #2</b> July 15th, 2020 – Zoom	Review needs assessment for transit across the county and outline the process for creating transit service alternatives.
 <b>PAC Meeting #2</b> July 28th, 2020 - Zoom	
 <b>Community Planning Organizations Outreach</b> Jennings Lodge CPO – September 22nd Oak Grove Community Council – September 23rd Hamlet of Beaver Creek – September 23rd Firwood Neighbors – October 6th Redland – Fischers Mill – Viola CPO – January 6th	Share future service alternatives and solicit feedback on routing for new transit service.
 <b>Online Survey #2</b> September 23rd – October 25th, 2020	Seek feedback on future service alternatives and whether respondents would use the proposed transit routes.
 <b>TAC Meeting #3</b> October 20th, 2020 – Zoom	Review future service alternatives and share a proposed short-term, medium-term, and long-term implementation plan for new transit service.
 <b>PAC Meeting #3</b> November 4th, 2020 – Zoom	
 <b>Targeted Presentations to Community Groups</b> West Linn Community Council  North Clackamas Parks and Recreation District leadership team  Bridgeport Elementary Bilingual School Parent-Teacher Organization  HINT (Hispanic Interagency Networking Team)	Share future service alternatives and solicit feedback on routing for new transit service.
 <b>Social Media Posts</b> Mid-December 2020	Targeted Facebook posts to solicit feedback from the Redland community in conjunction with the Redland – Fischers Mill – Viola CPO meeting.
 <b>TAC Meeting #4</b> January 25, 2021 – Zoom	Review a draft version of the TDP and solicit final feedback on the plan.
 <b>PAC Meeting #4</b> January 26, 2021 – Zoom	
 <b>Clackamas County Coordinating Committee</b> TBD – Zoom	Present the draft TDP and solicit feedback from elected leaders across the county.
 <b>Clackamas County Board of Commissioners</b> TBD - Zoom	Seek adoption of the Clackamas County TDP.

# VISION, GOALS, AND OBJECTIVES

- PROJECT VISION
- GOALS AND OBJECTIVES



# Vision, Goals, and Objectives

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This section highlights the project vision, goals, and objectives that informed the TDP process and will continue to provide guidance as Clackamas County implements this plan.

## Project Vision

A vision for the TDP is as follows:

*Provide guidance for an equitable, safe, convenient and connected transit network throughout Clackamas County that will support the health and well-being of Individuals, communities, the economy and the environment.*

The foundation for the vision for the TDP is rooted in key themes and goals from local, regional and state transit plans. Almost all providers note equity, health and safety, customer service (reliability, information availability) and connectivity (links to other providers, and coordination) as goals.

## Goals and Objectives

The TDP policy language draws from visions, goals, objectives and criteria developed through past transportation planning efforts in the county. In particular, the Clackamas County Transportation System Plan (TSP), Oregon Public Transportation Plan and related Statewide Transportation Improvement Fund (STIF) criteria help shape the goals, objectives and evaluation criteria, given their focus on customer experience and increased coordination and collaboration. Many of the objectives within equity, health, and safety overlapped and were consolidated into one goal area. Environmental and economic objectives also overlapped and were consolidated into one sustainability goal.

Many objectives have different applications in an urban environment compared to a small city or rural environment. For example, Objective 2E refers to providing access to transit stops. In an urban environment, this objective would align more to TSP Policy 5.T.10 “Urban: Require pedestrian and transit supportive features and amenities and direct access to transit for new development”. In a rural environment, this objective would align more to TSP Policy 5.T.14 “Rural: Focus safety improvements near existing or planned transit stops.”

### Goal 1: Enhance Connectivity

- Objective 1A – Identify where connections can be made between communities within the County and between significant County destinations including housing, shopping, recreation and employment areas.
- Objective 1B – Collaborate with all transportation service providers, pairing traditional fixed-route and demand-response services with first-/last-mile connection options such as shuttles, transportation network companies (TNCs), sharing of bikes and other mobility devices, and cooperative programs such as those within assisted living communities.
- Objective 1C – Facilitate improved coordination between transit providers through technologies, fare policies, timed transfers, and other approaches to provide seamless transportation within and beyond Clackamas County.
- Objective 1D – Coordinate with other public agencies and divisions, such as those responsible for land use planning, housing, and development review, to strengthen transit effectiveness and include transit considerations in growth and development.

## Goal 2: Prioritize Equity, Health & Safety

- Objective 2A – Gather feedback from and form partnerships with communities that face higher barriers in using transit to ensure people of all ages, incomes, backgrounds and abilities are meaningfully involved in planning and development at all levels.
- Objective 2B – Focus on access to education and employment opportunities through transit service, capital projects, and programs, especially for low-income residents, historically marginalized communities, and youth.
- Objective 2C – Focus on access to health-supporting destinations, including medical/health care, social services, groceries, recreation and community spaces, parks and natural areas, and social opportunities, particularly for historically marginalized communities, youth, older adults, and people with disabilities.
- Objective 2D – Provide walking and biking access to transit stops that are ADA-accessible, safe, comfortable, and convenient.
- Objective 2E – Identify opportunities for transportation affordability initiatives and invest in transportation investments that demonstrate equitable outcomes.

## Goal 3: Promote Sustainability

- Objective 3A – Make county-level investments that help reduce single-occupancy vehicle use and greenhouse gas emissions by helping make transit a competitive alternative, such as park-and-rides near regional corridors or support for intercommunity services.
- Objective 3B – Foster environmental sustainability by supporting fuel and propulsion alternatives for transit fleets.
- Objective 3C – Support strategies to implement transit-oriented development, mixed-use development, and other transit-supportive development in the growing areas of Clackamas County, with specific strategies that reflect the differences between urban and rural areas.

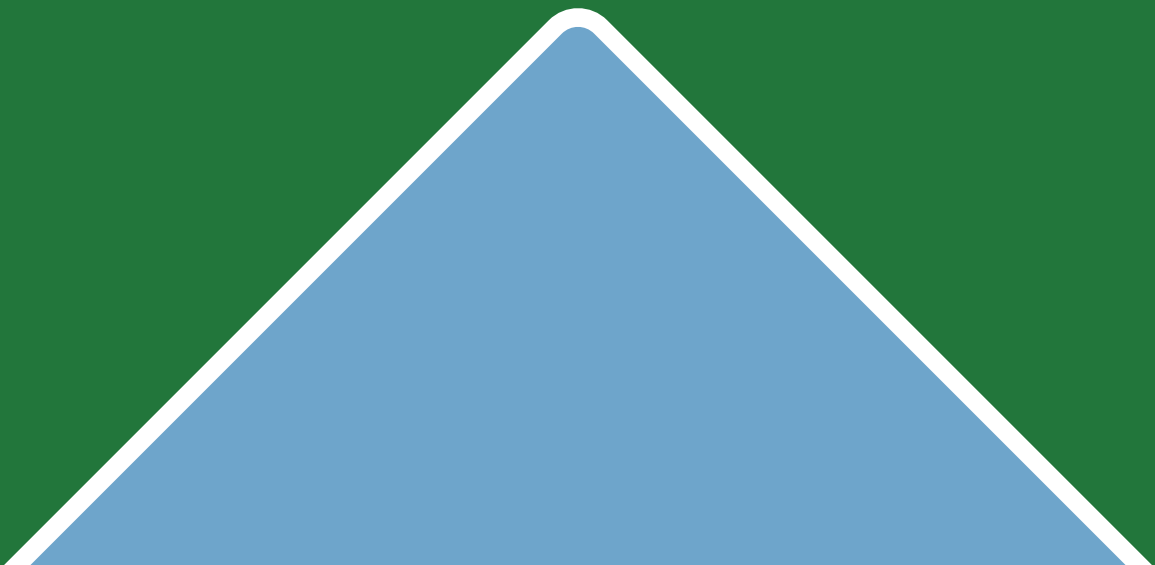
## Goal 4: Improve Customer Experience and Mobility

- Objective 4A – Support improvements to service frequency (especially where needed within dense urban areas and between communities) and service reliability.
- Objective 4B – Help transit agencies maintain safe and comfortable transit facilities to enhance customer experience, especially at transit centers and major transit stops.
- Objective 4C – Collaborate with transit agencies to share public transit information in a variety of formats and media to inform and attract new transit users, such as improving availability of route and schedule information as well as access to real-time arrivals and other data.
- Objective 4D – Promote transit-supportive measures including trip planning services, wayfinding signage, stop amenities (e.g., bike racks), and more.

Further details on the project vision, goals and objectives, and evaluation criteria are contained in *Reference C: Goals, Objectives, and Performance Measures Memorandum*.

# BASELINE CONDITIONS

- TRANSIT SERVICE OVERVIEW
- LEVEL OF SERVICE ANALYSIS
- POPULATION, EMPLOYMENT, AND LAND USE
- LAND USE



# Baseline Conditions

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The baseline conditions review the existing transit system across county providers, an overview of ridership and fare systems, weekday and weekend service, a level of service analysis, population and employment information, and future employment and land use trends. Further details on these sections are included in *Reference D: Background Information and Existing Conditions Memorandum*.

## Transit Service Overview

Seven primary transit providers provide service within Clackamas County across fixed-route bus, community shuttle, light rail, and commuter rail routes.

*There are seven different transit service providers in Clackamas County*

### Canby Area Transit (CAT)

The Canby Area Transit District, established in December 2001, shares its boundary with Canby's urban growth boundary (UGB). The district includes all areas within the Canby city limits as well as adjacent land within the Canby UGB. CAT's transit network connects Canby to Woodburn and Oregon City.

### CCC Xpress Shuttle

Clackamas Community College (CCC) provides free shuttle service between its Oregon City and Harmony campuses and the Clackamas Town Center MAX Station. Service is only available during school terms, but is open to the public and free. The CCC Xpress Shuttle does not have a service district.

### Clackamas County – Mt. Hood Express

Clackamas County operates two routes that constitute the Mt. Hood Express: the Express Route with service between Sandy, Government Camp and Timberline Lodge, and the Village Shuttle Route with service between Sandy and Rhododendron.

### Sandy Area Metro (SAM)

SAM runs two intercity bus routes connecting Sandy to Gresham and Estacada, along with a shopping shuttle within Sandy. SAM's STAR dial-a-ride, which provides the majority of the agency's ADA paratransit service, is a reservation-only service.

### South Clackamas Transportation District (SCTD)

The SCTD service district includes the entire City of Molalla, along with unincorporated areas and rural communities between Molalla, Canby and Oregon City such as Liberal, Mulino, Carus, Lone Elder, Macksburg, Needy, Hamricks Corner and Rural Dell. SCTD provides two intercity bus routes from Molalla to Canby and the Clackamas Community College – Oregon City campus as well as a city loop service in Molalla.

### South Metro Area Regional Transit (SMART)

SMART is the City of Wilsonville's transit service. SMART's district boundary is set at Wilsonville's city limits. SMART operates three intercity bus routes (with connections to TriMet in Tualatin, Cherriots in Salem, and CAT in Canby), four Wilsonville local bus routes and two shuttle routes to specific city neighborhoods. Dial-a-ride service includes ADA paratransit, general public dial-a-ride, service for people 60 years of age and older, and out-of-town medical trips. All dial-a-ride trips except for medical trips are limited to SMART's service district.

## TriMet

The portion of TriMet's service district in Clackamas County includes the cities of Oregon City, Milwaukie, Lake Oswego, West Linn, Gladstone and Estacada. The majority of Happy Valley is in the service district, but areas east of SE 145th Avenue and SE King Road (including the unincorporated communities of Damascus and Boring) are largely outside the TriMet boundary. TriMet's district boundary outside Oregon City ends at S Henrici Road, runs west to the Willamette River, and then runs along the north side of the Willamette River to Wilsonville.

TriMet provides many fixed-route bus services in Clackamas County, operates the MAX Orange and Green Lines, and provides LIFT paratransit service for people with disabilities or disabling health conditions that prevent them from independently taking bus or rail service. LIFT's service area is three-quarters of a mile beyond the outermost portions of the fixed-route bus and rail network.

### Adjacent Fixed-Route Transit Services

There are four connecting fixed-route services that provide service to Clackamas County transit riders, including two – Cherriots in Salem and Woodburn Transit System in Woodburn – that have direct connections with Clackamas County transit providers.

- **Cherriots:** Bus service within Salem-Keizer and to adjacent communities including Wilsonville, Woodburn, Silverton, Dallas, Monmouth and Gates. Buses operate Monday through Saturday; there is no Sunday service.
- **Woodburn Transit Service:** Two local routes in Woodburn: an express loop operating Monday through Friday, and a more comprehensive route that operates seven days a week.
- **Central Oregon Breeze:** Service between Bend and the Portland metropolitan area, with stops at Government Camp, Welches and Sandy in Clackamas County. Eastbound and westbound service operates seven days a week. Reservations can be made in advance, and flag stops along the route can be coordinated with a reservation.
- **Amtrak Cascades:** Trains between cities in Oregon, Washington and British Columbia. Major cities along the route include Vancouver, B.C., Seattle, Portland and Eugene. Four daily trains serve the Oregon City Amtrak station: one with service between Portland and Eugene, and three with service between Seattle and Eugene.

### Ongoing Planning Efforts














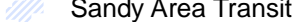
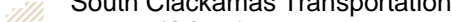
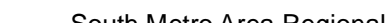



Clackamas County is currently participating in the Vision Around the Mountain project, an ODOT-led planning project to improve public access to the Mt. Hood region. This project a long-term, regional transit vision for the Mt. Hood area and work to improve transit service to the mountain from Clackamas County and Hood River County.

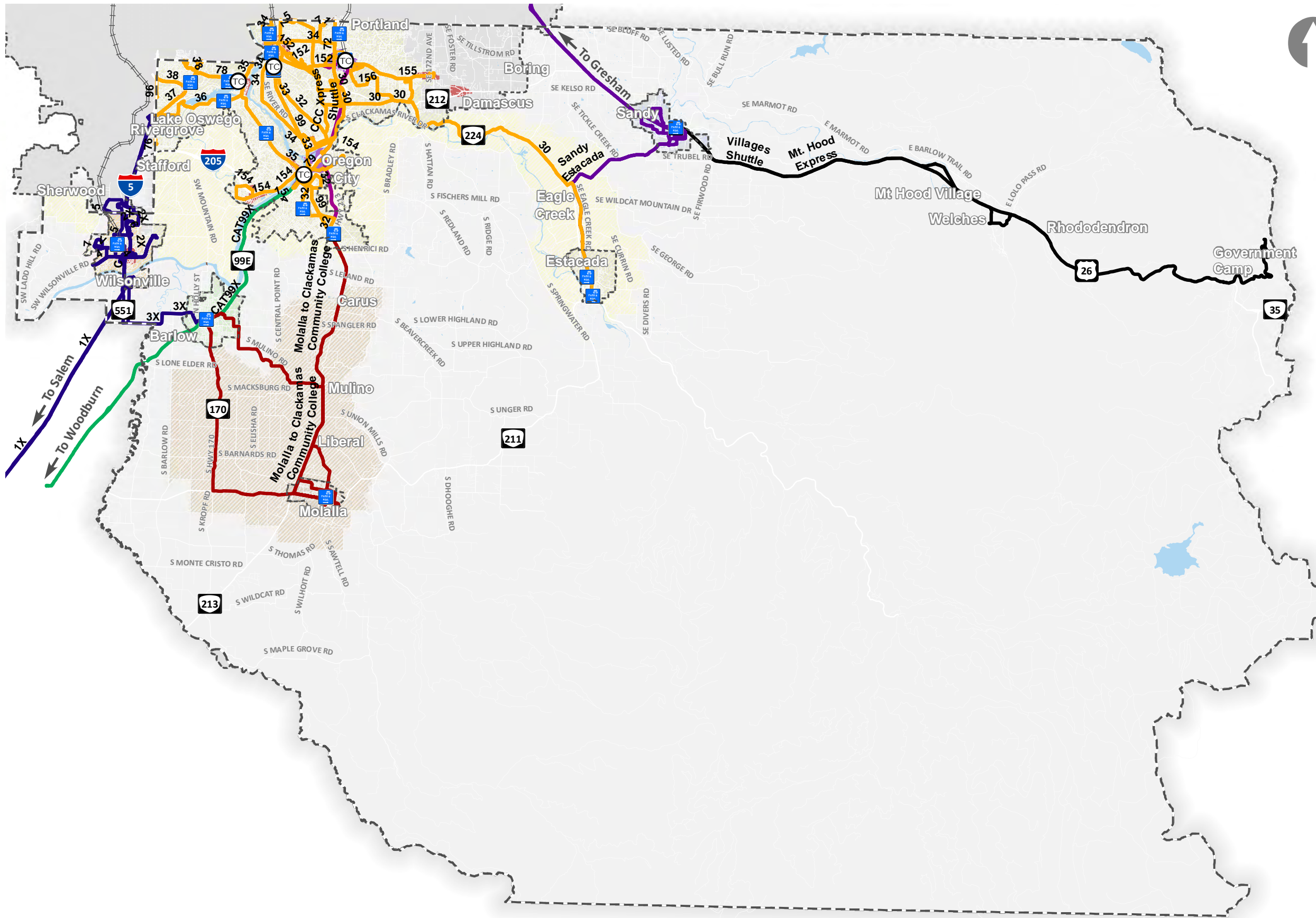
Clackamas County is also leading an effort to plan for and implement four shuttle routes within and between communities. Three shuttles are targeted to a specific community or employment hub – Oregon City, Clackamas Industrial Area, and Milwaukie Industrial Area – and a fourth shuttle will connect Oregon City, West Linn, and Tualatin along the I-205 corridor where no transit service exists currently. The Oregon City and Clackamas Industrial Area shuttles are scheduled to begin service in 2021.

Figure 2 and Figure 3 show the transit network in Clackamas County by transit provider at the county level and the Portland metro level.



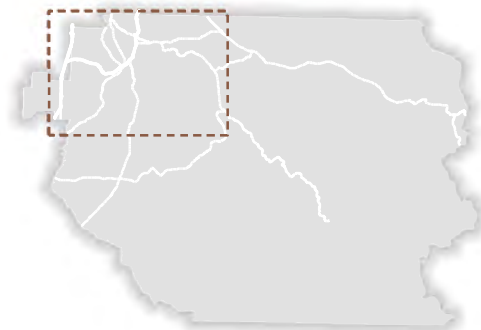





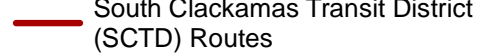
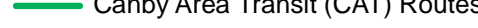
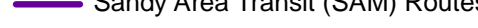
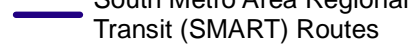
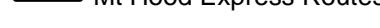
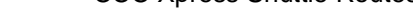





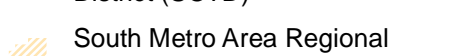
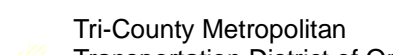
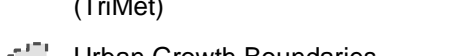


-  TriMet Transit Centers
-  Park and ride lots
-  TriMet Bus Routes
-  South Clackamas Transit District (SCTD) Routes
-  Canby Area Transit (CAT) Routes
-  Sandy Area Transit (SAM) Routes
-  South Metro Area Regional Transit (SMART) Routes
-  Mt Hood Express Routes
-  CCC Xpress Shuttle Routes
-  Existing TriMet Rail
-  Regional Center
-  Town Center
-  Canby Area Transit
-  Sandy Area Transit
-  South Clackamas Transportation District (SCTD)
-  South Metro Area Regional Transit (SMART)
-  Tri-County Metropolitan Transportation District of Oregon (TriMet)
-  Urban Growth Boundaries
-  County Boundary

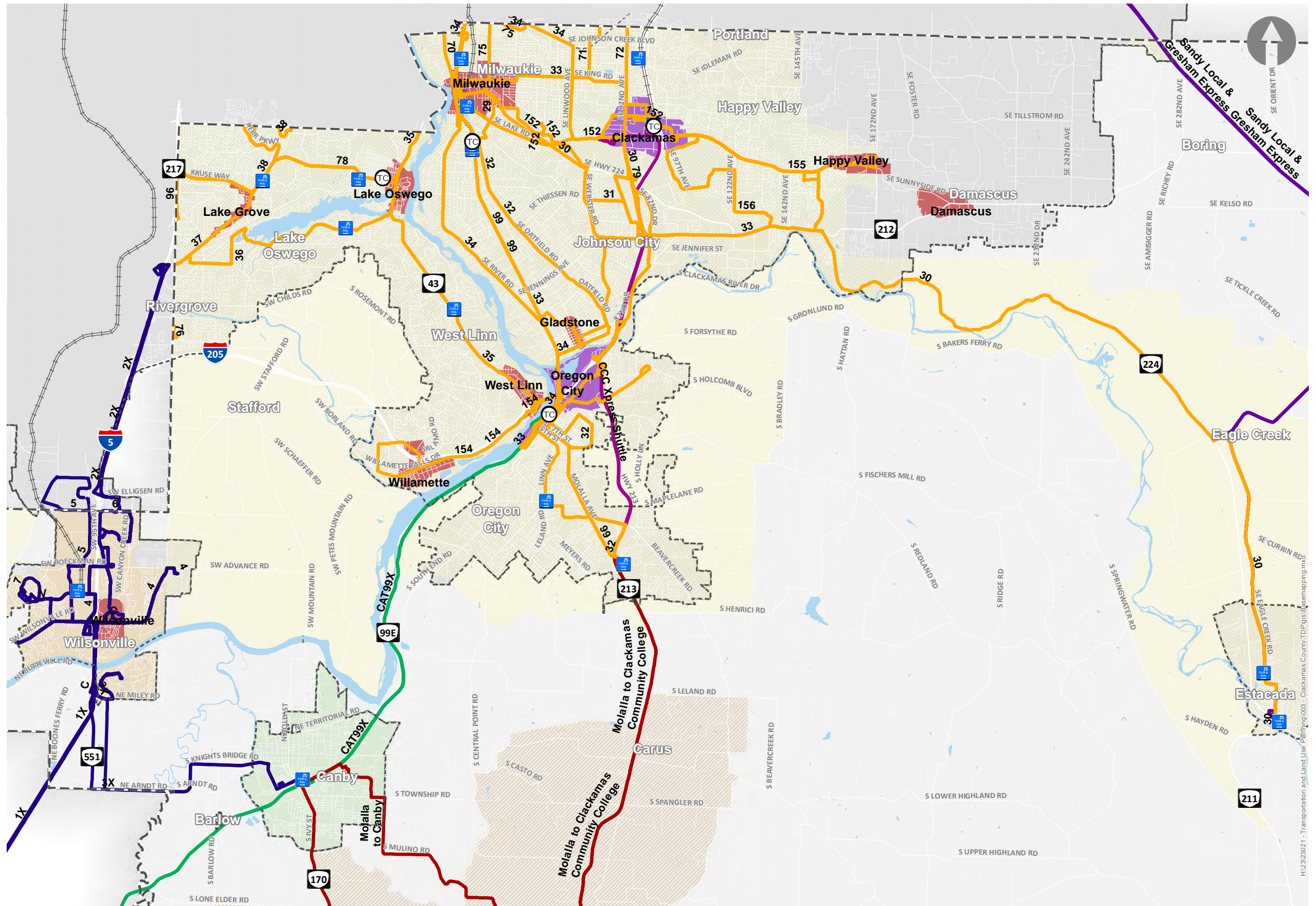


**Transit Overview**  
**Clackamas County Transit Development Plan**

Figure  
**2**



-  TriMet Transit Centers
-  Park and ride lots
-  TriMet Bus Routes
-  South Clackamas Transit District (SCTD) Routes
-  Canby Area Transit (CAT) Routes
-  Sandy Area Transit (SAM) Routes
-  South Metro Area Regional Transit (SMART) Routes
-  Mt Hood Express Routes
-  CCC Xpress Shuttle Routes
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**Transit Overview**  
**Clackamas County Transit Development Plan**



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Service miles, service hours, and ridership data for 2013-2017 for all transit service districts in Clackamas County, are shown in comparison results in Table 2 below. Of the 7 transit providers in the county, 5 have transit service districts. Three of these districts – CAT, SAM, and SCTD – are focused on cities outside of the Portland metro area and provide service to the surrounding rural areas. Two of these districts – SMART and TriMet – provide service within the Portland metro area to a larger urban and suburban population. The characteristics of urban, suburban, and rural transit providers vary widely, as Table 2 shows.

Table 2. FY17 Annual Service Miles, Service Hours, and Annual Rides

	CAT	SAM	SCTD	SMART	TriMet
Service Miles	210,918	341,335	252,324	530,233	36,035,999
Service Hours	14,693	15,919	11,598	34,980	3,100,437
Ridership	76,294	121,227	92,077	306,255	98,468,722
Rides per Mile	0.36	0.36	0.36	0.58	2.73
Rides per Hour	5.19	7.62	7.94	8.76	31.76
Fixed-Route Service	✓	✓	✓	✓	✓
Demand-Response	✓	✓		✓	✓

Table 3 shows fare integration and technology use for all transit providers and services in the county.

- Each service has its own unique fare system that is not used by any of the other providers.
- Cash is accepted on all transit services (except for Clackamas Community College's Xpress Shuttle, which is free to use), but a paid fare on one provider does not turn into a paid transfer to another provider.
- CAT, SAM, SCTD, and SMART have received grant funds for a fare study to evaluate reciprocity (i.e., fares that work across multiple systems) and fare technologies.
- TriMet operates the HOP Fastpass system in conjunction with C-TRAN in Clark County, Washington and the Portland Streetcar; which allows users the option to pay fares and transfers via a mobile wallet accessed through a personal smart card or a smartphone, or with a credit or debit card.

Only TriMet and SMART currently have real-time vehicle arrival information available to the public (AVL), and only TriMet currently uses automated passenger counters (APC's), although SCTD and SMART are in the process of implementing one or both technologies. Timed transfers are provided between transit operators at different locations.

Table 3. Technology and Fare Systems in Clackamas County

Transit Agency	Fare System	AVL	APC
CAT	Cash, Paper Ticketing, Monthly Pass	No	No
CCC Xpress Shuttles	Free	Yes (on TripShot App only)	No
Mt. Hood Express	Cash	No	No
SAM	Cash, Paper Ticketing, Monthly Pass (Routes within Sandy are free)	No	No
SCTD	Cash, Paper Ticketing	In-Process	In-Process
SMART	Cash, Paper Ticketing, Monthly Pass (Routes within Wilsonville and Tualatin are free)	Yes (on SPOT App only)	In-Process
TriMet	Cash, Hop Fastpass (Mobile Ticketing, Daily/Monthly Passes)	Yes	Yes

Figure 4 and Figure 5 show transit service frequencies on weekdays, Saturdays, and Sundays. As shown:

- Fewer transit routes operate on Sundays relative to other days, and those routes that do operate have fewer runs relative to other days.
- Only TriMet, SAM, and Mt. Hood Express offer Sunday transit service.
- There are no direct connections between Wilsonville and other points in Clackamas County on weekends.
- Canby has no direct service to Wilsonville or to Molalla on the weekend.

## Level of Service Analysis

This section examines headway and service span for each transit route in the county, analyzes the transit-supportive areas in the county in the present and the future, and explores where Title VI and underrepresented groups are living in Clackamas County.

Of the nearly 120,000 Clackamas County residents who live in transit-supportive areas, 53% actually have transit service nearby.

## Headway, Service Span, and Transit-Supportive Area Level of Service

Common transit terms for evaluating service are defined below:

- Headway is defined as the amount of time between transit vehicles. If a bus arrives at a stop at 8 AM and another bus arrives at the same stop at 8:30 AM, the headway is 30 minutes.
- Service span is defined as the overall amount of time that a transit line is running during the day. If transit service runs from 5 AM to 10 PM, then the service span is 17 hours long.
- Transit-supportive areas are defined as places where household or employment density meet a threshold to support transit service.
- Level of service (LOS) measures the quality of service on an A-F scale, where A is the best and F is the worst<sup>1</sup>.

Currently, there are 46 transit routes that operate in Clackamas County across seven different providers. Table 4 shows the Transit LOS analysis for service frequency and hours of service as defined in the Clackamas County Transportation System Plan (TSP). Detailed route information is available in *Reference D: Background Information and Existing Conditions Memorandum*.

Table 4. Service Frequency and Hours of Service LOS for Transit in Clackamas County

Level of Service	Service Frequency (Headway)	Hours of Service (Service Span)
A	0 Routes (0%)	12 Routes (26%)
B	1 Route (2%)	9 Routes (20%)
C	10 Routes (22%)	14 Routes (30%)
D	18 Routes (39%)	4 Routes (9%)
E	11 Routes (24%)	6 Routes (13%)
F	6 Routes (13%)	1 Route (2%)

<sup>1</sup>The transit level of service analysis included in this report is based on the methodology described in *TCRP Report 100: Transit Capacity and Quality of Service Manual (TCQSM)*. Detailed information about the TCQSM procedures are included in *Reference D: Background Information and Existing Conditions Memorandum*.

Household and employment data were collected from the 2015 and 2040 Metro Regional Transportation Plan (RTP) model for existing and future conditions. To qualify as a transit-supportive area (TSA), one of the following thresholds must be met to support hourly transit service:

- Minimum population density of 3 households/gross acre; or
- Minimum job density of 4 employees/gross acre.

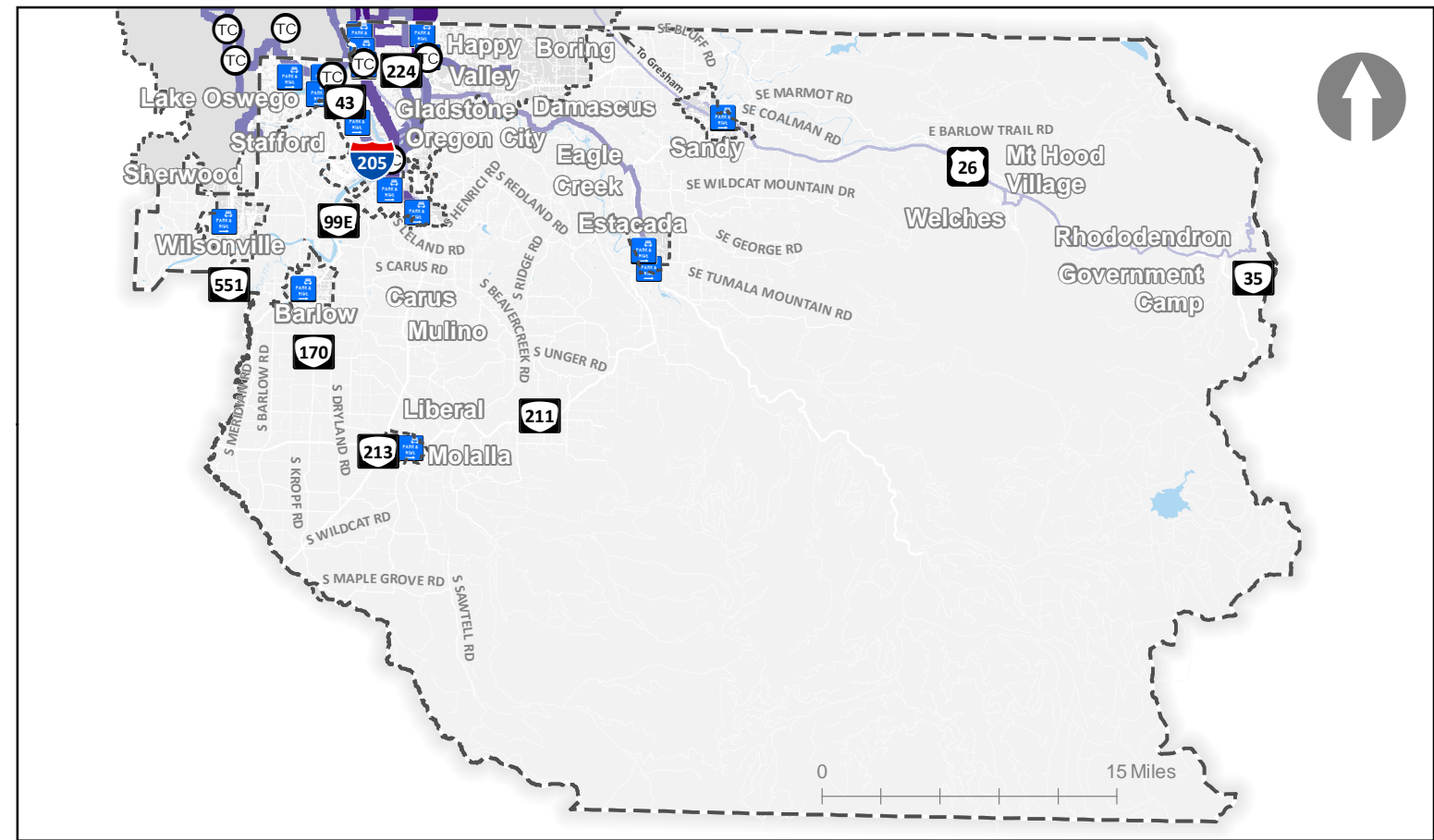
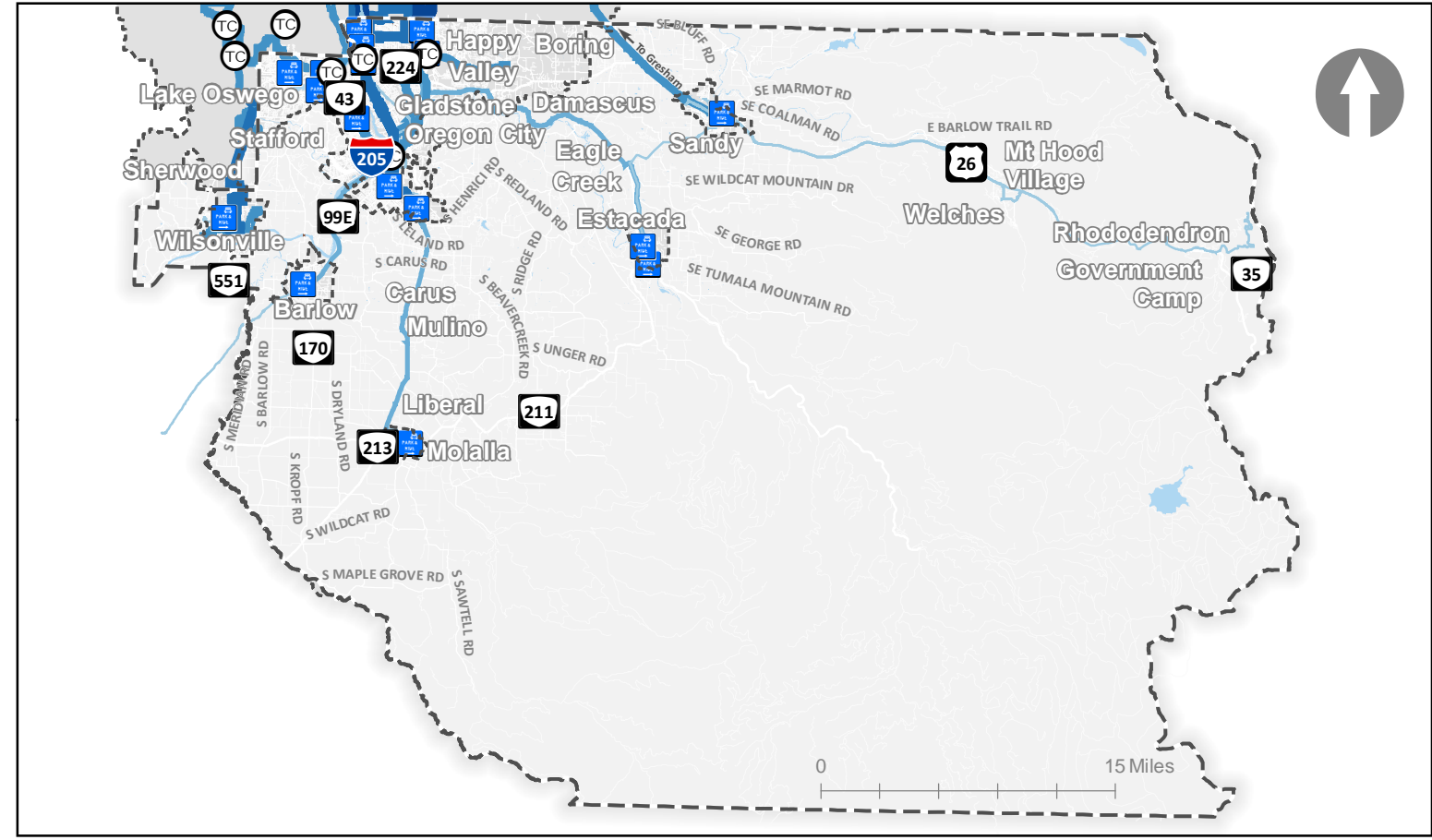
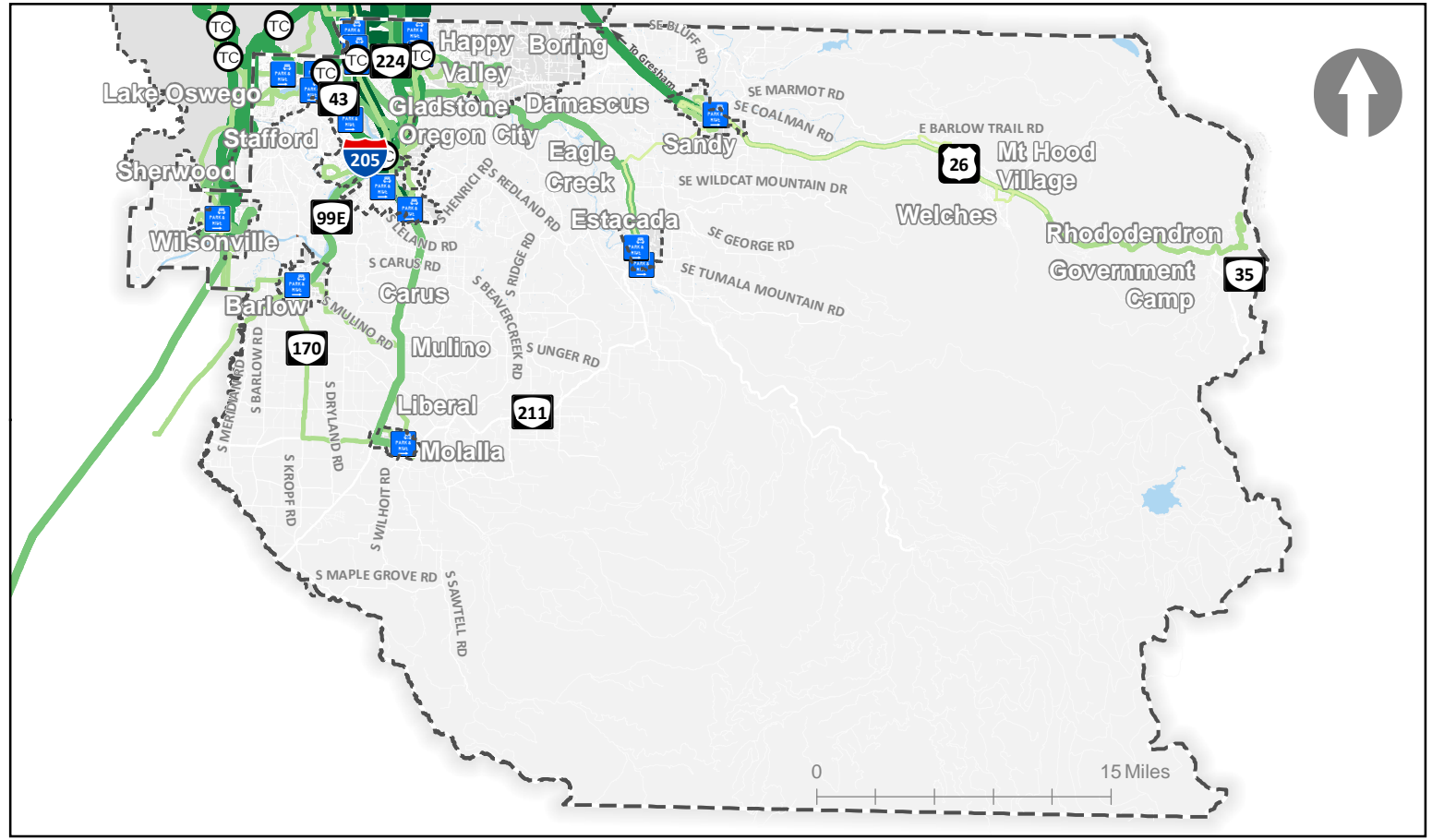
Higher densities and other factors such as land use patterns and connectivity are needed to support more frequent transit service. Table 5 and Table 6 show the TSA analysis for the year 2015 and 2040, respectively. TSA level of service (LOS) thresholds have been derived from the Clackamas County TSP. Figure 6 and Figure 7 show which TSAs are served and not served by transit. The number of TSAs increases between 2015 and 2040. **This TSA analysis uses Metro's RTP model for all of Clackamas County. More refined models with transportation analysis zones (TAZ) at a municipal level for cities outside of the Portland metropolitan UGB were not used in this high-level analysis.**

Table 5. 2015 TSA Analysis and LOS for Transit in Clackamas County

Area Type	2015 Population	2015 Employment
Transit-Supportive Area (TSA)	118,908	198,140
Transit-Supportive Area Served	62,632	107,264
Transit-Supportive Areas Without Service	56,276	90,876
Percent of TSA Served by Transit	53%	54%
Level of Service	LOS E	LOS E
Additional Areas Served by Transit	66,573	39,593

Table 6. 2040 TSA Analysis and LOS for Transit in Clackamas County

Area Type	2040 Population	2040 Employment
Transit-Supportive Area (TSA)	194,822	320,484
Transit-Supportive Area Served	99,877	170,267
Transit-Supportive Areas Without Service	94,945	150,217
Percent of TSA Served by Transit	51%	53%
Level of Service	LOS E	LOS E
Additional Areas Served by Transit	64,447	43,327



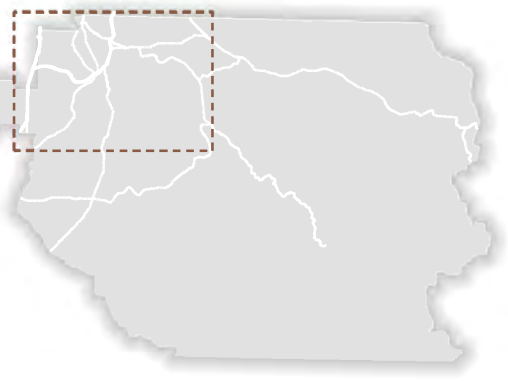
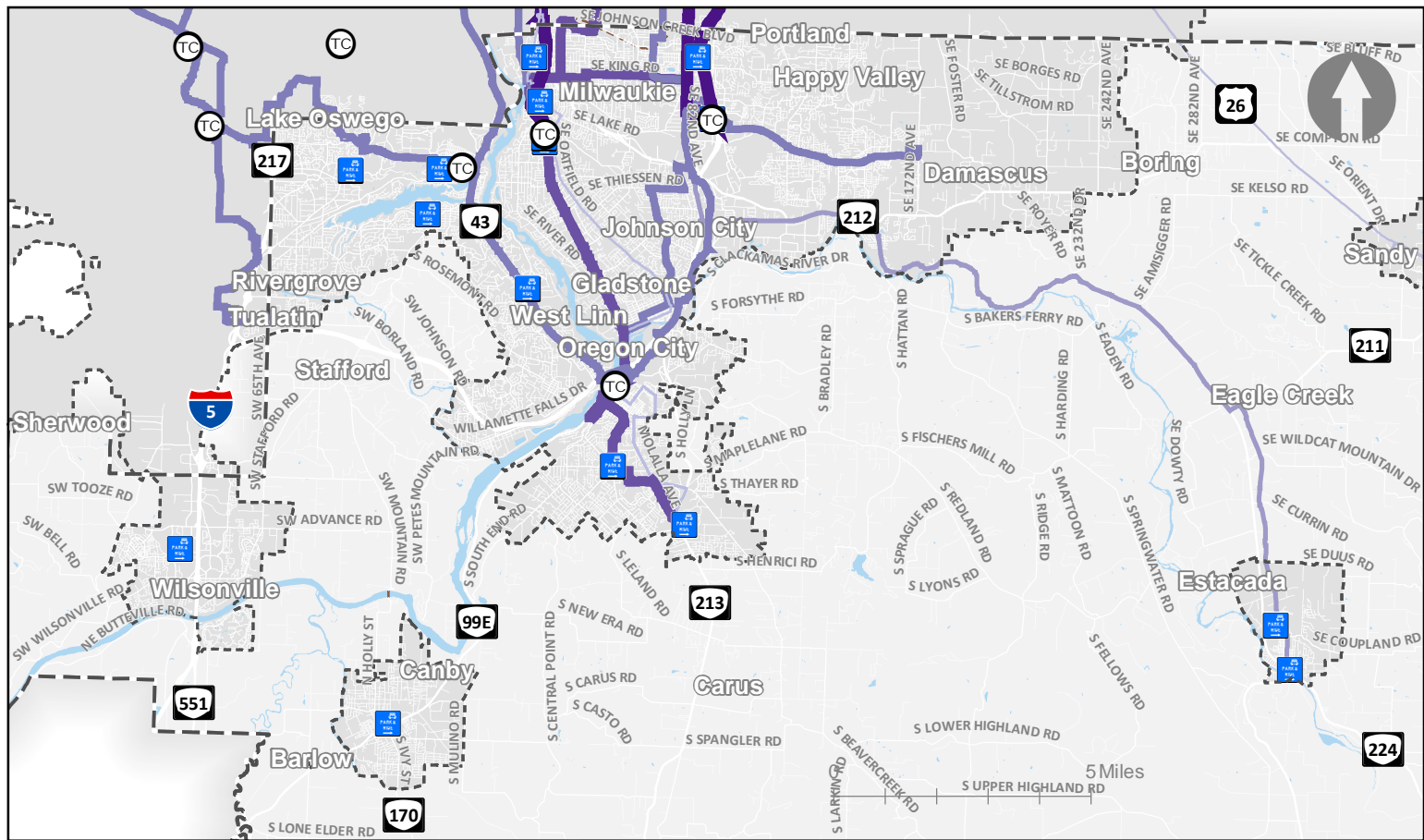
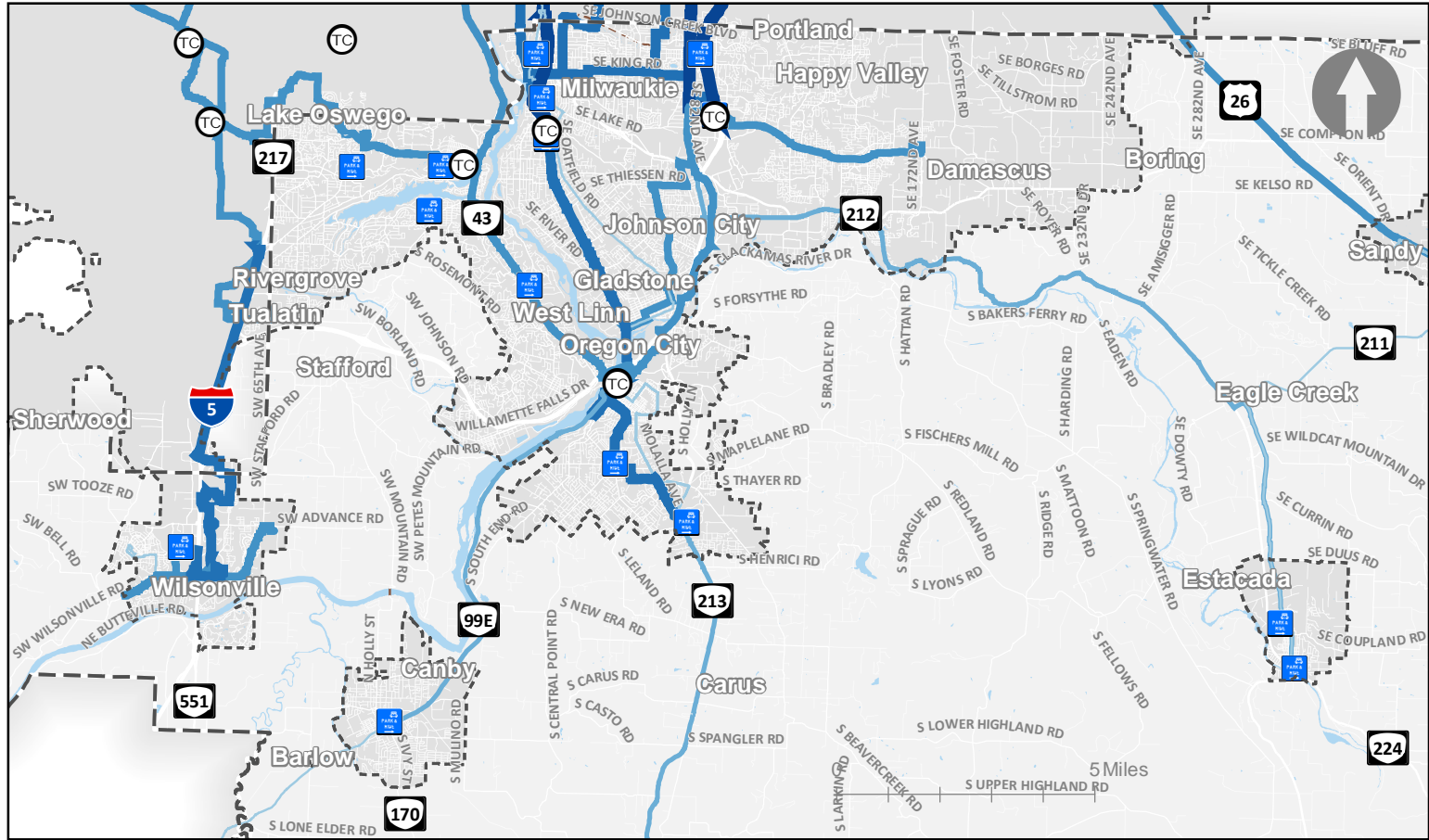
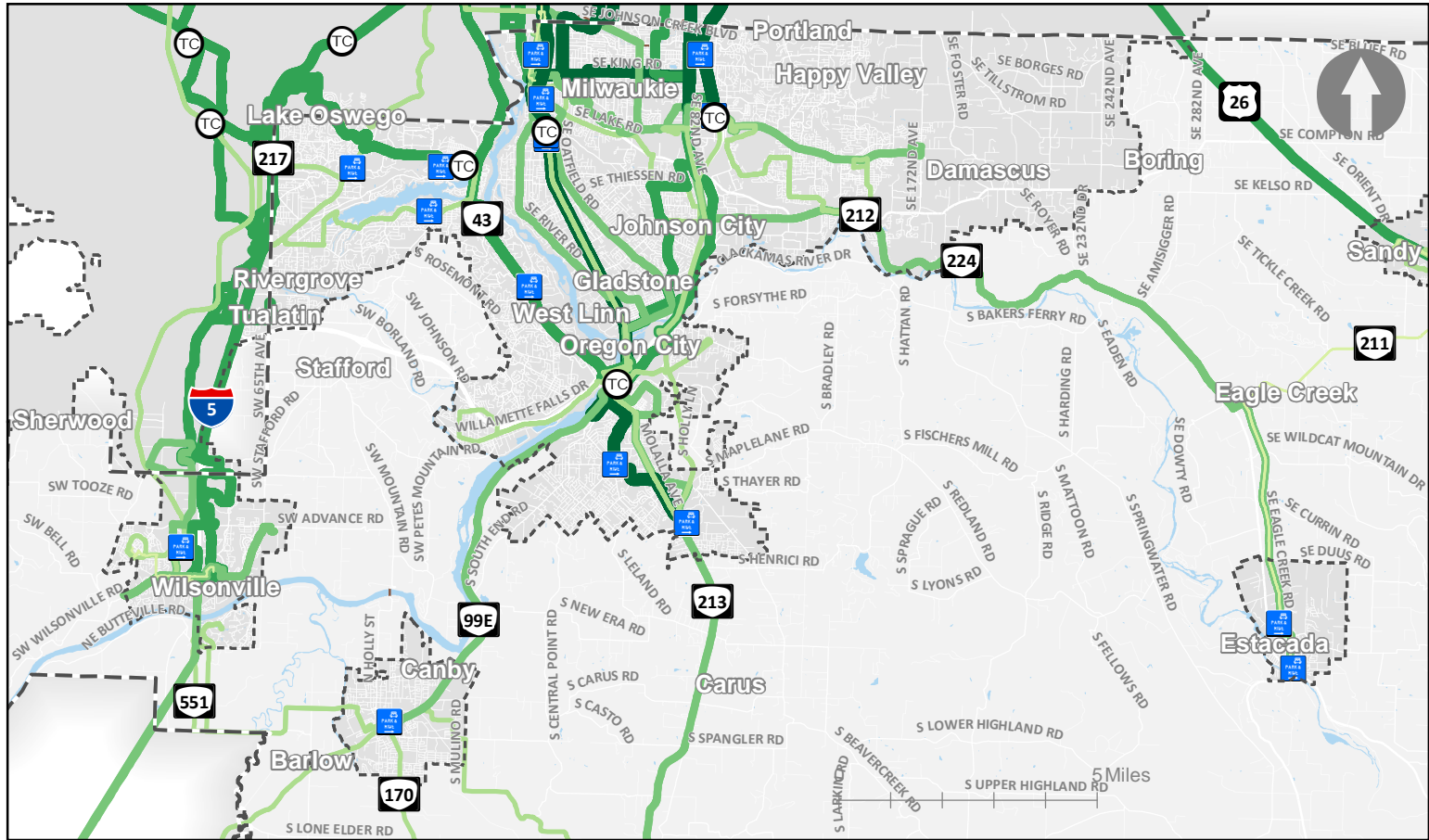
**Legend**

Transit Centers	<b>Weekday Transit</b>	<b>Saturday Transit</b>	<b>Sunday Transit</b>
Park and ride lots	8 or Fewer Runs per Day	8 or Fewer Runs per Day	8 or Fewer Runs per Day
Urban Growth Boundaries	9 - 16 Runs per Day	9 - 16 Runs per Day	9 - 16 Runs per Day
County Boundary	17 - 32 Runs per Day	17 - 32 Runs per Day	17 - 32 Runs per Day
	33 - 64 Runs per Day	33 - 64 Runs per Day	33 - 64 Runs per Day
	65 or More Runs per Day	65 or More Runs per Day	65 or More Runs per Day

**Weekday, Saturday, and Sunday Service Frequency Map  
Clackamas County Transit Development Plan**

Figure  
**4**

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**Legend**

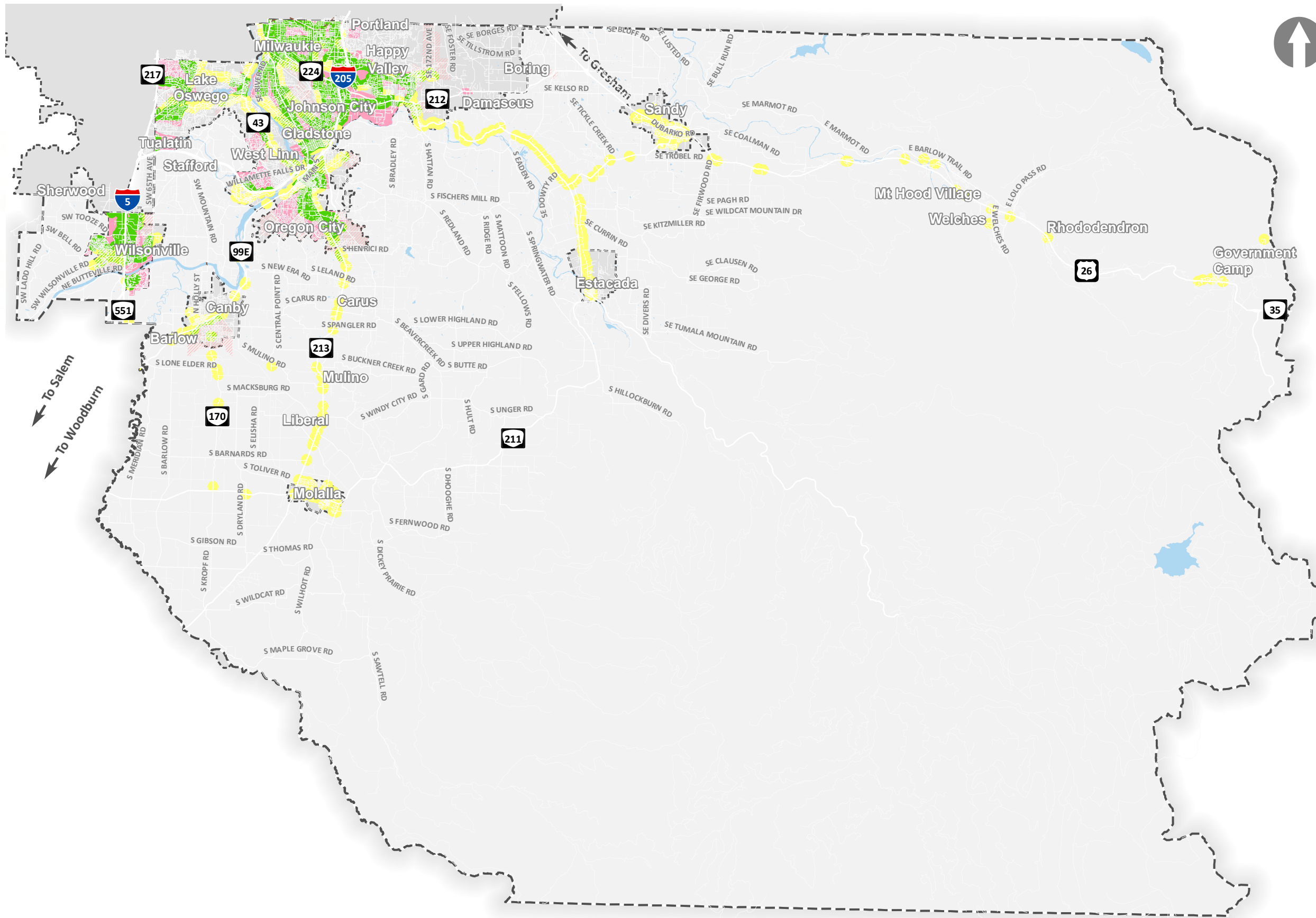
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Park and ride lots	8 or Fewer Runs per Day	8 or Fewer Runs per Day	8 or Fewer Runs per Day
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County Boundary	17 - 32 Runs per Day	17 - 32 Runs per Day	17 - 32 Runs per Day
	33 - 64 Runs per Day	33 - 64 Runs per Day	33 - 64 Runs per Day
	65 or More Runs per Day	65 or More Runs per Day	65 or More Runs per Day

**Weekday, Saturday, and Sunday Service Frequency Map  
Clackamas County Transit Development Plan**

Figure  
**5**

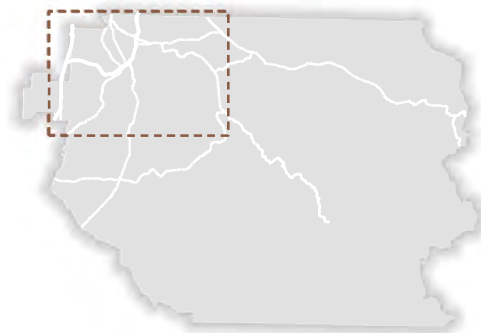


- Transit Supportive Areas Served in 2015
- ▨ Transit Supportive Areas Served in 2040
- Transit Supportive Areas Not Served in 2015
- ▨ Transit Supportive Areas Not Served in 2040
- Non-Transit Supportive Areas Served
- Urban Growth Boundaries
- County Boundary

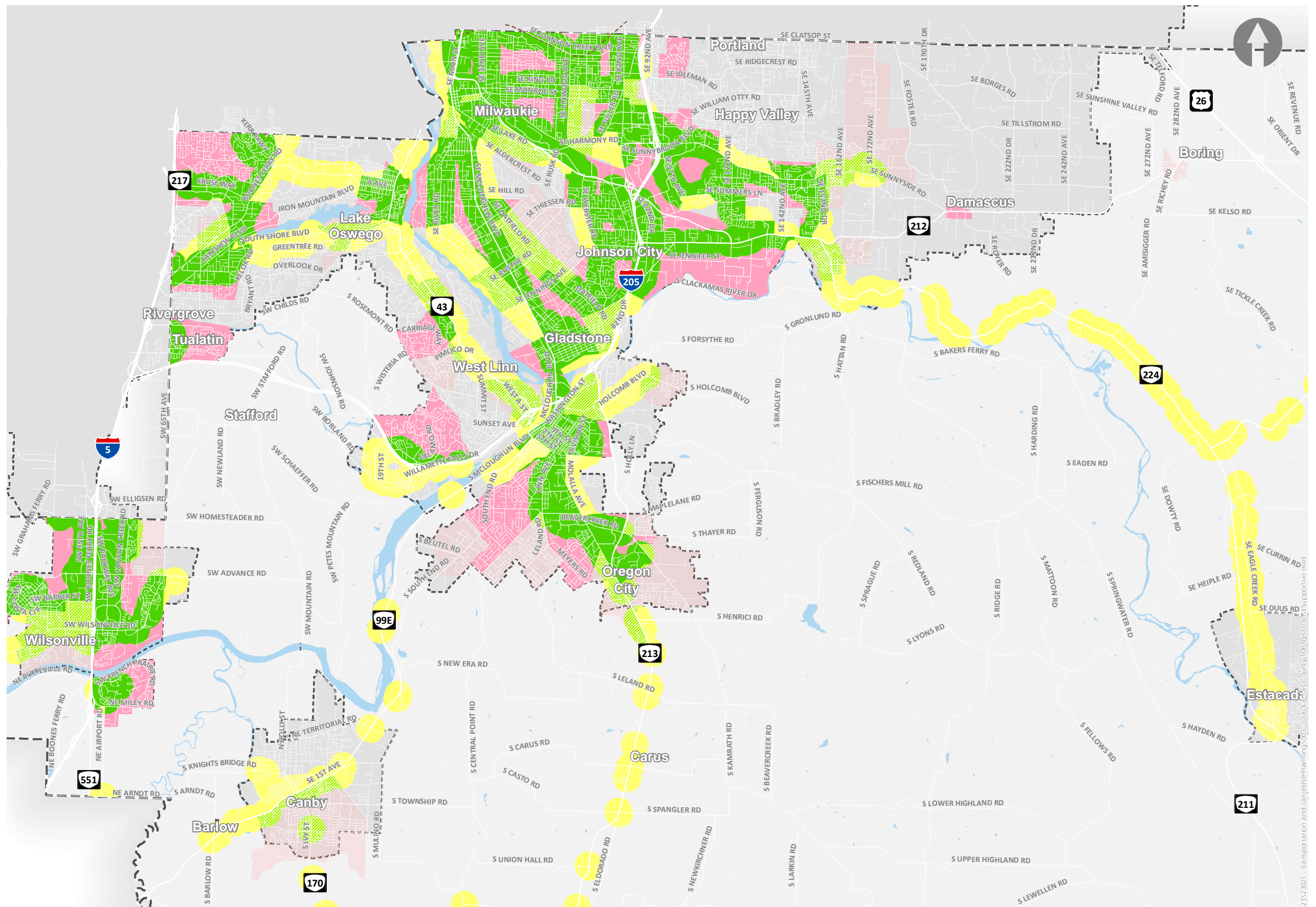


Transit Supportive Areas  
Clackamas County Transit Development Plan





- Transit Supportive Areas Served in 2015
- ▨ Transit Supportive Areas Served in 2040
- Transit Supportive Areas Not Served in 2015
- ▨ Transit Supportive Areas Not Served in 2040
- Non-Transit Supportive Areas Served
- Urban Growth Boundaries
- County Boundary



Transit Supportive Areas  
Clackamas County Transit Development Plan

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## Title VI and Underrepresented Populations

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin for programs or activities that receive federal funds. *Reference E: Title VI Assessment* includes a demographic analysis of the county. Key findings from 2017 data are as follows:

- In 2017 the population of Clackamas County was estimated to be 399,962 people. The TriMet service area within Clackamas County contained 282,575 people.
- Both Clackamas County as a whole and the TriMet service area within Clackamas County contain a slightly higher percentage of White people and a lower percentage of other races and ethnicities than the state of Oregon as a whole.
- Within both the TriMet service area within Clackamas County and the county as a whole, approximately 88% of people speak only English, which is slightly higher than the state of Oregon's 84.8%.
- In 2017 the median household income was \$80,033 in the TriMet service area within Clackamas County and \$72,408 in Clackamas County as a whole, both of which were higher than the Oregon median income of \$56,119. However, 9% of people in Clackamas County and 8.6% of people in the TriMet service area within Clackamas County earned at or below the Federal Poverty Level of \$24,600 for a family of four (2017 levels).
- The TriMet service area within Clackamas County and Clackamas County as a whole contain equivalent average percentages of people 65 years and older, at 16.5%. These percentages are similar to, but slightly higher than, the statewide percentage of 16.4%.
- People living with all types of disabilities make up 14.6% of Oregon's population. Disabilities measured in this statistic include vision, hearing, cognitive, ambulatory, self-care, and independent living difficulties. In the TriMet service area within Clackamas County, 32,900 people live with a disability, or 11.7% of the population. In Clackamas County as a whole, 47,004 people live with a disability, or 11.8% of the population.

## Population, Employment, and Land Use

This section examines current population and projected population growth, as well as job locations and projected job sector growth.

### Existing Population

Table 7 lists population growth in Clackamas County as a whole and in several communities between 2000 and 2017.

- The County grew 18.2% from 2000 to 2017, while the selected cities saw significantly greater growth.
- Happy Valley's 300% growth over this time period was attributable to new housing construction and newly incorporated land toward Damascus.
- Cities outside the Portland metropolitan UGB were growing fast, with Molalla and Sandy recording nearly 60% and 100% population growth, respectively, between 2000 and 2017. Canby and Estacada each grew by approximately 35% between 2000 and 2017.

*The county population is expected to continue growing, with faster growth expected in Sandy, Estacada, Molalla, and Oregon City.*

Table 7. Study Area Population 2000 – 2017

Place	Population (2000)	Population (2010)	Population (2017)	Pop Growth (2000 - 2017)	% Change (2000 - 2017)	Annual % Change
Clackamas County	338,391	375,992	399,962	61,571	18.2%	1.1%
Oregon City	25,754	31,859	35,483	9,729	37.8%	2.2%
Wilsonville	13,991	19,509	22,789	8,798	62.9%	3.7%
Milwaukie	20,490	20,291	20,627	137	0.7%	0.04%
Happy Valley	4,519	13,903	18,477	13,958	308.9%	18.2%
Canby	12,790	15,829	17,337	4,547	35.6%	2.1%
Sandy	5,385	9,570	10,581	5,196	96.5%	5.7%
Molalla	5,647	8,108	8,987	3,340	59.1%	3.5%
Estacada	2,371	2,695	3,155	784	33.1%	1.9%

Source: U.S. Census 2000 and 2010. ACS 2017 5-Year Estimates.

### Future Population Growth

Future population and employment trends were examined to inform future transit needs. Clackamas County's population grew 18% from 2000 to 2017, corresponding to 1.1% average annual growth. Portland State University (PSU) forecasts an annual future growth rate through 2040 of close to 1.5% for Clackamas County (an increase of 141,981 persons). Table 8 shows how growth occurred between 1980 and 2015 for Clackamas County, along with the future growth forecasted to 2040.

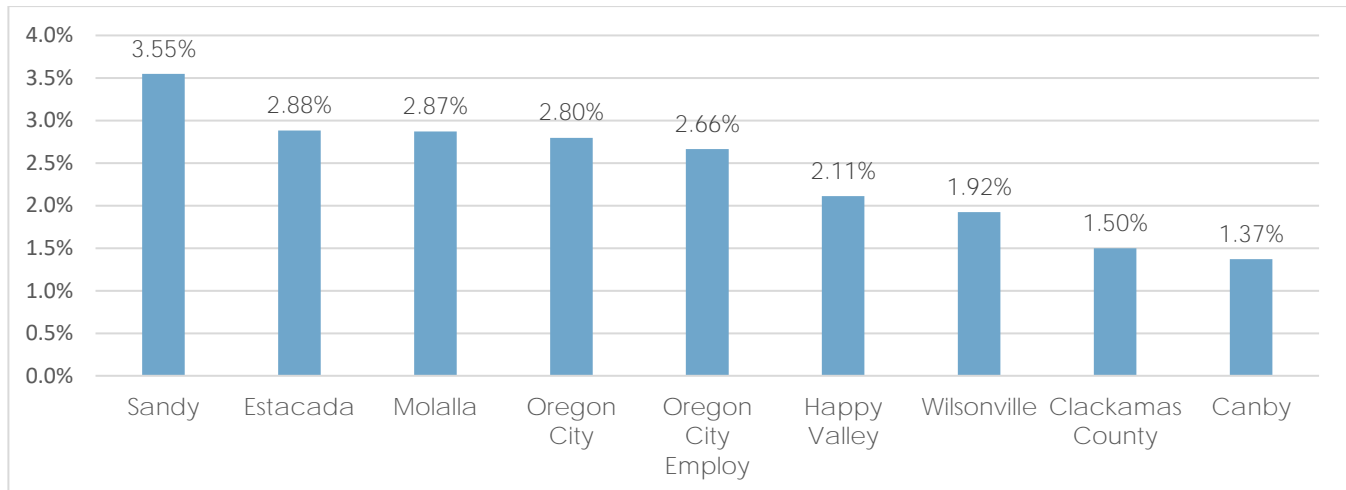
Table 8. Actual and Forecasted Populations of Clackamas County, 1980–2040

	Year	Clackamas County			
		Population	Change	Percent Change	Annual Growth Rate
U.S. Census Bureau Estimate	1980	241,919	-	-	-
	1990	278,850	36,931	15%	2%
	2000	338,391	59,541	21%	2%
	2005	358,301	19,910	6%	1%
	2010	375,992	17,691	5%	1%
	2015	389,438	13,446	4%	1%
PSU Forecast	2020	428,860	39,422	10%	2%
	2025	460,657	31,797	7%	1%
	2030	490,011	29,354	6%	1%
	2035	516,744	26,733	5%	1%
	2040	541,943	25,199	5%	1%

Source: *Current Forecast Summaries*, PSU Population Research Center. Accessed March 13, 2020. <https://www.pdx.edu/prc/current-documents-and-presentations>.

Figure 8 compares population and household growth projections for Clackamas County and its cities. Growth rates for Clackamas County and cities outside of the Portland metropolitan UGB used 2010 Census populations and projected 2035 populations from PSU's Population Research Center. Oregon City, Wilsonville and Milwaukie growth rates were calculated using household data. As shown, Sandy, Estacada, Molalla and Oregon City are forecast to be some of the fastest-growing cities in the County.

Figure 8. Future Population Growth Within and Nearby Clackamas County



Note: Happy Valley's future population growth estimate was taken from an established study area for 2005 and 2040 as identified in the Happy Valley TSP. Growth rates were calculated using a simple growth rate.

### Commute Patterns

The following section describes employment and commuting patterns for Clackamas County. Since this dataset is generated based on administrative records, some work locations may be over- or underrepresented. For example, if workers in Canby have their paychecks processed with an address in Salem, their job site may be shown as Salem instead of Canby, if no local address is given in the administrative data. All data in this section are from 2017, the most recent year with complete data.

Key findings include:

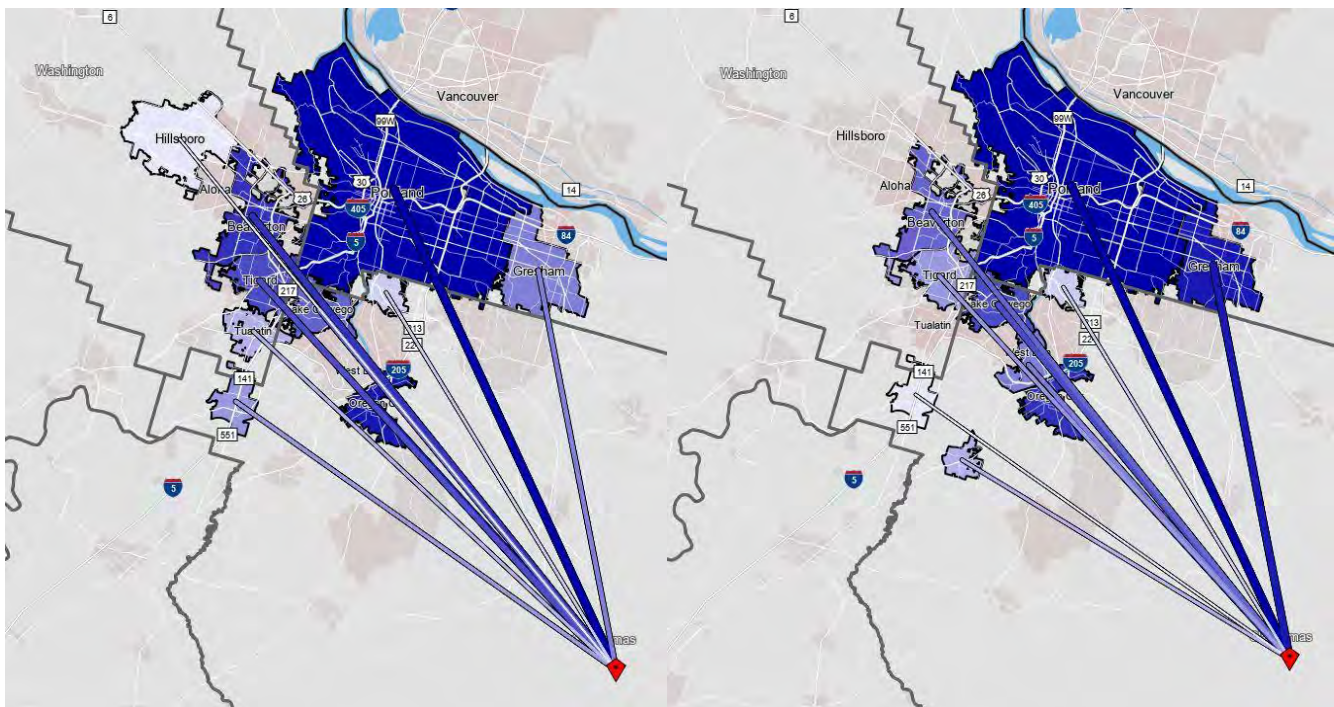
- Portland is the most common destination for employed county residents.
- Portland is the most common home location for employees working in Clackamas County.
- Four of the top 10 work locations for employed county residents are cities in Washington County.
- Just over half of all employed Clackamas County residents and employees in Clackamas County commute 10 miles or less to work.

Table 9 and Figure 9 show the primary home locations for employees in Clackamas County and work locations for employed persons living in Clackamas County. *Reference D: Background Information and Existing Conditions Memorandum* provides detailed information about commutes for specific cities within Clackamas County.

Table 9. Employees Coming To and Going From Clackamas County

County Resident Work Locations	Count	Share	County Employee Home Locations	Count	Share
Portland	56,985	31.8%	Portland	27,295	17.7%
Oregon City	7,378	4.1%	Gresham	6,696	4.3%
Beaverton	7,305	4.1%	Oregon City	6,536	4.2%
Tigard	7,063	3.9%	Lake Oswego	4,032	2.6%
Lake Oswego	6,320	3.5%	Beaverton	3,759	2.4%
Gresham	6,001	3.4%	West Linn	3,616	2.3%
Wilsonville	5,381	3.0%	Tigard	3,377	2.2%
Tualatin	5,281	3.0%	Canby	3,347	2.2%
Milwaukie	5,224	2.9%	Milwaukie	3,036	2.0%
Hillsboro	4,253	2.4%	Wilsonville	3,034	2.0%
All Other Locations	67,753	37.9%	All Other Locations	89,455	58.0%

Figure 9. Map of Employees Leaving the County (Left) and Employees Entering the County (Right)



Note: Darker spokes and shading reflect which cities have the most commutes. The darkest city is the top commute location, while the lightest city is the tenth largest commute location.

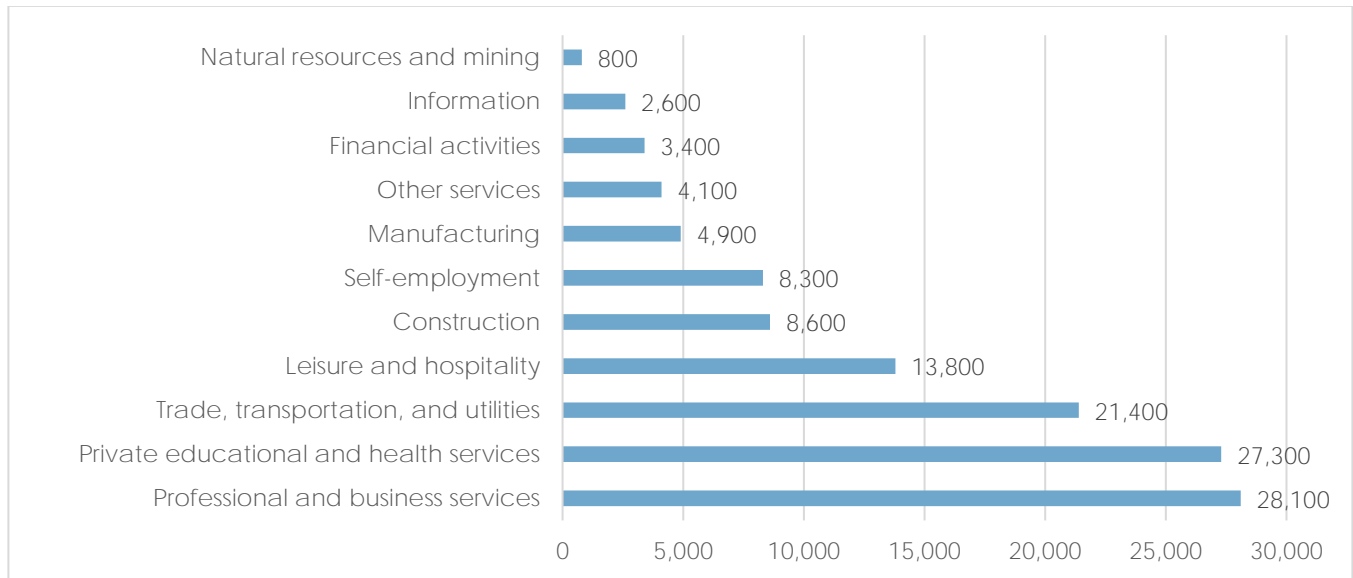
### Employment Trends

The Oregon Employment Department, Workforce and Economic Research Division, publishes employment forecasts by industry. These 10-year forecasts are defined by regions and organize employment forecasts by primary industry. Clackamas County's region includes all of Clackamas County, Multnomah County and Washington County. These projections are for 2017-2027 and were developed prior to the COVID-19 pandemic.

It is expected that the largest employment increases will occur in the transportation, warehousing, and utilities (23%), building construction (21%), professional and technical services (21%), and private educational and health services (19%) sectors. An understanding of where faster-growing trade sectors and businesses are located (or could locate) allows for design of transit routes that can efficiently serve

workers and employers. Net changes by industry in Figure 10 show that professional and business services, private educational and health services, and trade, transportation and utilities are projected to add over 20,000 jobs in the next 10 years.

Figure 10. Portland Tri-County Area Employment Changes by Industry 2017–2027



Source: *Employment Projections by Industry and Occupation 2017–2027 Portland Tri-County Area (Clackamas, Multnomah, and Washington Counties)*. <https://www.qualityinfo.org/clackamas> Accessed February 27, 2020.

## Land Use

Metro manages the Portland metropolitan UGB, and Metro partners with Clackamas County to establish urban and rural reserves within the County that could impact the Metro UGB. The cities of Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Oregon City, Rivergrove, West Linn and Wilsonville are within Metro's UGB.

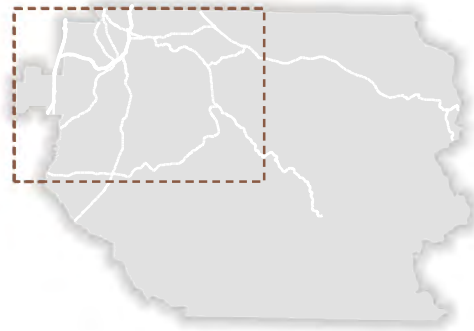
*Land use development is anticipated near Wilsonville/Stafford, Oregon City, and Damascus/Boring.*

Urban reserves are lands suitable for accommodating urban development within the next 50 years, while rural reserves are lands protected from urbanization for the next 50 years.

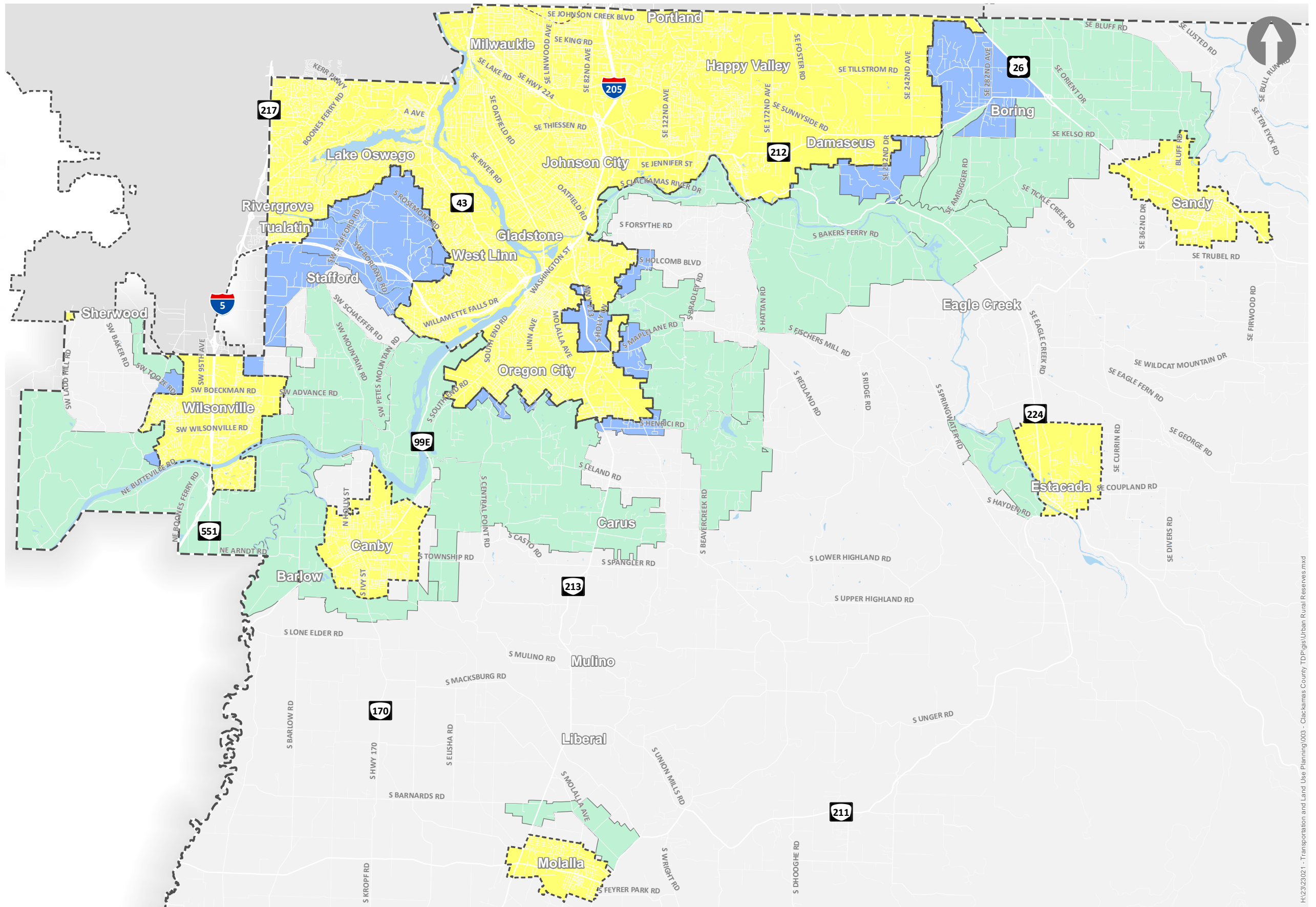
Figure 11 shows Clackamas County land inside Metro's UGB (yellow), land designated as urban reserve (blue), and land designated as rural reserve (green).

Within the Portland metropolitan UGB, there are several locations where urban development may be suitable, as Figure 11 shows. These are broadly divided into four areas: Wilsonville, Stafford, Oregon City and Damascus/Boring.

- Wilsonville: There are three small pockets of land bordering Wilsonville slated for future development: Grahams Ferry, Wilsonville Southwest, and Elligsen Road South.
- Stafford: To the northeast of Wilsonville, the Hamlet of Stafford and the surrounding unincorporated communities between Tualatin and West Linn are designated for urban development.
- Oregon City: Oregon City has five distinct areas to the south and east of the current city limits slated for urban development.
- Damascus/Boring: There are two areas to the south and east of Happy Valley slated for future urban development – an expansion of Damascus to the south of Highway 212 and the community of Boring along U.S. Highway 26.



- Urban Growth Boundaries
- Urban Reserves
- Rural Reserves
- County Boundary
- Metro UGB Outside of Clackamas County



0 5 Miles

**Urban and Rural Reserves**  
**Clackamas County Transit Development Plan**

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Outside of the Portland metropolitan UGB, Canby and Estacada have set up urban renewal districts to encourage development.


- Canby's urban renewal district runs along Highway 99E and includes the industrial district east of Highway 99E and the Logging Road Trail.
- Estacada's urban renewal district, located downtown on both sides of Highway 211, is intended to "encourage economic vitality and livability."

In 2017, the Oregon Department of Land Conservation and Development approved Sandy's application for a UGB expansion. The new UGB includes commercial-zoned land around the Highway 26/Orient Drive intersection, residential areas north and south of town, and new parkland by the Sandy River. The City maintains urban reserve land to the northwest and to the south of the new UGB.

The Clackamas County Transportation System Plan (TSP) identifies transportation infrastructure needs through the 20-year life of the plan.

- There is a high density of capital projects around Clackamas Town Center, the Clackamas Industrial Area, and in Happy Valley, signaling future county growth.
- The unincorporated community of Stafford, which is inside an urban reserve, has several capital projects with improved roadway connections to Lake Oswego, West Linn and Wilsonville.
- Other investments include improved connections between Canby and Molalla, between Oregon City and Happy Valley, and between Estacada and Boring.

# NEEDS SUMMARY

- NEEDS RELATED TO EXISTING TRANSIT PERFORMANCE
  - REFINEMENTS TO EXISTING ROUTES
  - SERVICE ENHANCEMENTS AND EFFICIENCIES
  - FUTURE SERVICE OPPORTUNITIES DEVELOPMENT AND EVALUATION
- 

# Needs Summary

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This section summarizes the unmet transit needs within Clackamas County. These needs have been identified through a combination of:

- Applying findings from the *Reference D: Background Information and Existing Conditions Memorandum* and the project evaluation criteria from the *Reference C: Goals, Objectives, and Performance Measures Memorandum*;
- Reviewing previous regional planning documents for transit enhancements; and
- Analyzing gaps from the public engagement findings.

Additional information about the identified transit needs can be found in *Reference F: Needs Identification Memorandum*.

## Needs Related to Existing Transit Performance

The *Goals, Objectives, and Performance Measures Memorandum* identified 10 evaluation criteria for the Clackamas County TDP. The following findings from the *Background Information and Existing Conditions Memorandum* were applied to the evaluation criteria:

- Intercommunity Connections: The following corridors/locations lack transit service or connectivity:
  - ◆ Highway 212 to Damascus and Boring,
  - ◆ Damascus–Gresham,
  - ◆ Happy Valley–Gresham,
  - ◆ Tualatin–West Linn–Oregon City, and
  - ◆ Highway 211 between Estacada–Molalla–Woodburn.
- Communities with Limited or No Transit Access:
  - ◆ Damascus, Boring, Estacada, and Eagle Creek have no local transit service.
  - ◆ Jennings Lodge, Oak Grove, and Oatfield are served by north-south transit routes, but have no east-west connections.
  - ◆ Happy Valley, which is served by TriMet Lines 155 and 156, has service concentrated primarily around Sunnyside Road, with much of the rest of the city having no transit access.
  - ◆ Similarly, the Clackamas Industrial Area is served by TriMet Line 33 along Highway 212 but has no last-mile service to the many employers in the area.
  - ◆ Estacada and Eagle Creek are served by TriMet Line 30, but portions remain beyond ¼ mile of service.
- Walking and Bicycling Access: Key areas with no pedestrian and bicycle access are urban and unincorporated communities without sidewalks or safe crossings, and rural highways without formal pedestrian and bicycle facilities, or shoulders that can be used as waiting areas and bus pullouts. Access to transit in rural areas can be increased by focusing improvements on pedestrian and bicycle facilities in unincorporated communities and along highways that have transit service.
- Service to Underrepresented Communities: The following areas with significant or concentrated underrepresented communities also lack transit service: Oregon City outskirts, areas around Canby, Eagle Creek, Jennings Lodge–Oak Grove–Oatfield, Happy Valley, and Damascus. Some

Corridors and areas with multiple transit needs include I-205 between Oregon City and Tualatin, the future Clackamas to Columbia Corridor, and Oregon City.

of these areas could be better served with more local service. Others, such as Eagle Creek, could use a park-and-ride with sidewalk and bicycle access to existing transit stops on Eagle Creek Road.

- Access to Jobs: There are few direct connections from Clackamas County to major employment areas in Gresham and Washington County, as well as few transit connections to the Clackamas Industrial Area and Wilsonville within Clackamas County. Future land use growth near Wilsonville / Stafford, Oregon City, and Damascus/Boring is anticipated to increase transit demand in these areas.
- Service on Regional Corridors: There is currently no transit service on several regional corridors, including Highway 212 between the Clackamas Industrial Area and Damascus/Boring, Interstate 205 between West Linn and Tualatin/Wilsonville, and Highway 211 between Molalla and Woodburn.
- Population Served: Transit-supportive areas without transit include the Clackamas Industrial Area, western West Linn, southern and western Oregon City, Damascus and the Clackamas to Columbia (C2C) Corridor, and southern Canby.
- Service Span and Frequency: Weekday service every 30 minutes or better is provided by 84% of all transit routes in the county, while 63% of all transit routes provide service at least 12 hours a day on weekdays. Not much weekend service is provided on intercommunity routes outside the TriMet district, especially on Sundays.
- Service Hours per Capita: Increases to service span, service frequency, or both can help improve transit service levels to residents of rural Clackamas County. Additionally, increased transit service in urban areas can raise Clackamas County service levels closer to those of neighboring Washington and Multnomah counties.
- System Ease of Use: There is no common fare system or fare reciprocity across Clackamas County transit providers, and few providers use real-time vehicle arrival technology. Improving the ease of fare payment and providing information such as real-time vehicle arrivals can improve the riding experience for existing riders and attract new riders. Technology such as automated passenger counters provides useful information for planning and operating service.

Potential needs for new transit corridors were identified primarily through evaluation criteria focused on intercommunity connections, communities with transit access, service for underrepresented communities, access to jobs, service on regional corridors, and population served. As shown in Table 10, nearly all of these needs were identified based on more than one evaluation criterion as well as other regional planning efforts and public outreach and feedback. Several of these needs could be addressed with one new service. For example, Damascus and Boring lack both local service and intercommunity connections. A new service between these and other communities might address the needs for local travel as well as regional connections. Table 10 also identifies the primary transit district where the corridor is located, or notes N/A where a corridor extends between multiple transit districts.

Addressing these needs will require considering the type of transit service best suited to the need. Many needs can be met through traditional fixed-route local or intercity services. However, other needs have markets, such as commuters/employment and lower-density communities, that may better benefit from other types of services, such as commuter shuttles, last-mile shuttles, or vanpools. These considerations are addressed later in this memorandum in the *Future Service Opportunities and Prioritization* section.

The needs in some new corridors could be met by extending or modifying existing routes. Potential extensions are considered in the *Refinements to Existing Routes* section, below.

Table 10. New Corridor Needs

Service Type	Transit District	Potential Service	Intercommunity Connections	Communities with Transit Access	Underrepresented Communities	Access to Jobs	Service on Regional Corridors	Population Served	Identified in TriMet/Metro Plan	Public Outreach
New Regional Connections	N/A	Damascus and Boring on Highway 212 and/or Sunnyside	X			X	X			X
	N/A	Estacada, Molalla, and Woodburn on Highway 211	X				X			
	N/A	Estacada, Redland, and Oregon City							X	
	TriMet	Tualatin, West Linn, and Oregon City on I-205	X			X	X	X	X	X
	TriMet	West Linn, Lake Oswego, and Washington County							X	X
	TriMet	Enhanced Transit Corridors on Cesar Chavez and 82 <sup>nd</sup> Avenue			X				X	
	TriMet – N/A*	Damascus, Happy Valley, and Gresham on the future C2C Corridor	X			X	X	X	X	
New Local Service	N/A	Damascus		X	X	X				
	N/A	Boring		X		X				
	TriMet	Estacada and Eagle Creek		X	X					
	TriMet	Clackamas Industrial Area		X		X		X	X	
	TriMet	Jennings Lodge–Oak Grove–Oatfield		X	X					
Additional Transit Service	TriMet	Happy Valley		X	X				X	
	TriMet	Oregon City			X	X		X	X	X
	CAT	Canby			X			X		
	SMART	Wilsonville				X				

\* The future C2C Corridor includes areas that are in TriMet's service district and areas (such as Damascus) that are not.

## Refinements to Existing Routes

Potential needs for new service areas may be addressed by refinements to existing routes, which could include:

- Extending the Mt. Hood Express from Sandy along Highway 212 to connect Damascus, Boring, and the Clackamas Industrial Area to Clackamas Town Center.
- Extending TriMet Line 87 along the future C2C Corridor on SE 172<sup>nd</sup> Avenue and SE 190<sup>th</sup> Avenue, to connect Damascus, Happy Valley, and Gresham.
- Increasing service TriMet Line 156 as identified in TriMet's Southeast Service Enhancement Plan.
- Modifications to TriMet Lines 32, 33, or 99, or SCTD's Molalla to CCC route could serve additional areas in Oregon City. (Note: the Oregon City First/Last-Mile Shuttle is expected to meet some of these needs and is anticipated to be implemented by the end of 2020.)
- Generally, route modifications can provide additional connections to and from:
  - ◆ Employment areas

- ◆ Food banks, homeless shelters, and other social services
- ◆ Medical facilities
- ◆ Human service agencies
- ◆ Retirement and assisted living centers
- ◆ Affordable housing, such as those funded through the Metro Affordable Housing Bond (Fuller Street Station at 9608 SE Fuller Rd, Happy Valley; Maple Apartments at 14338 S. Maple Lane Ct, Oregon City, and Good Shepard Village at 12596 Se 162nd Ave, Happy Valley)

## Service Enhancements and Efficiencies












Potential needs for service enhancements were largely identified through the service span and frequency, service hours per capita, walking and bicycling access, and system ease of use evaluation criteria. These include the following:

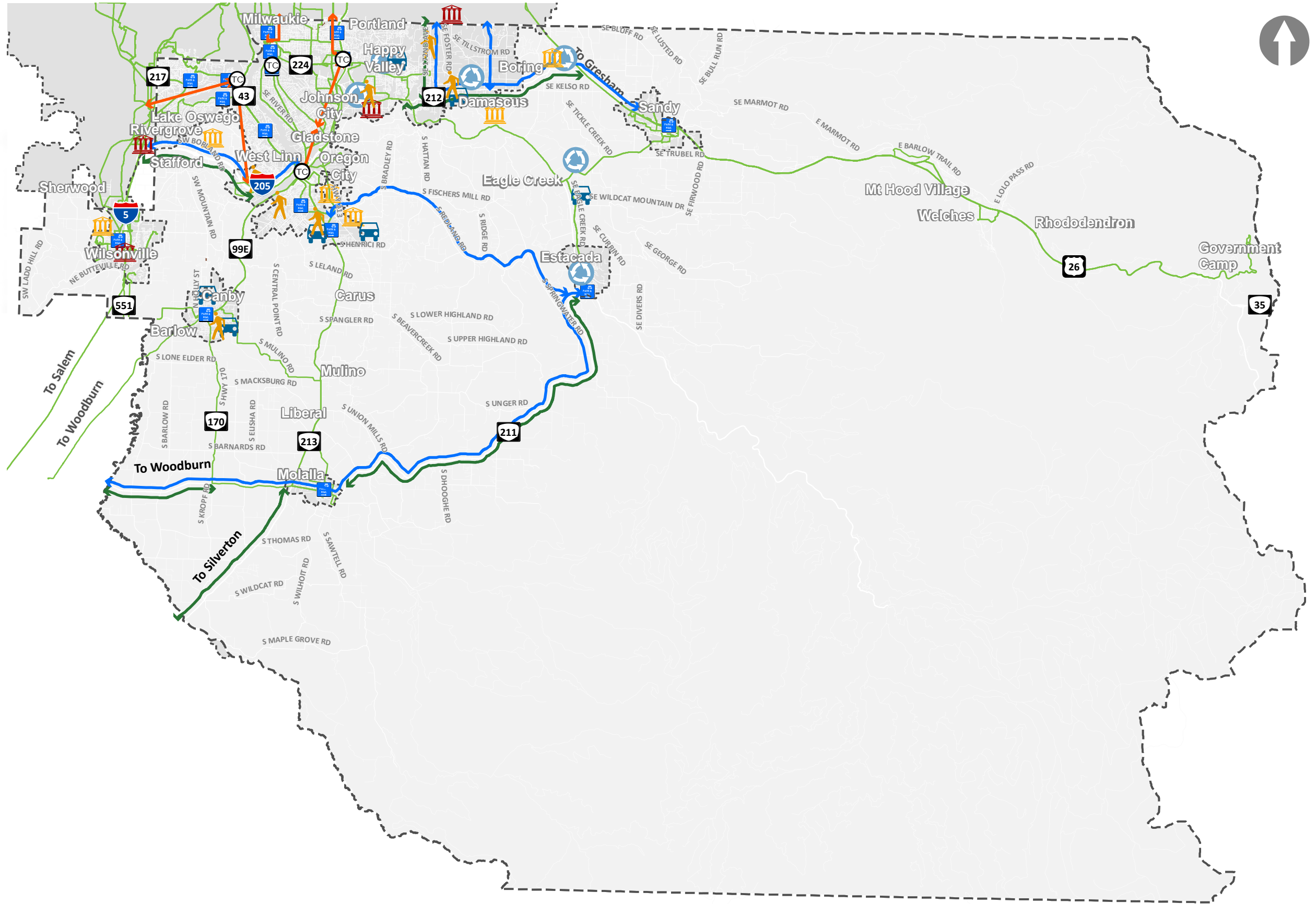
- Adding weekend service to locations that are not currently served on weekends.
- Increasing route frequencies to locations where there are higher proportions of passenger vehicle trips compared to one-way transit trips.
- Providing bus service earlier in the morning and later in the evening on all transit routes.
- Improving coordination between transit providers, especially in such operational areas as system integration, fares, timetables, transportation planning, and trip planning applications.
- Increasing schedule reliability and efficiency through coordination between transit providers.
- Making transit easier to access via online tools and public information campaigns.
- Improving access to/from and within transit stops and bus terminals.
  - ◆ These improvements can also alleviate the need for local transit service in communities for those able to walk or bike to transit stops.
  - ◆ For example, bus stop improvements at the intersection of Eagle Creek Road and Highway 211 and sidewalk and bicycle improvements in this vicinity can make for a safer, more comfortable first- or last-mile to SAM's Sandy–Estacada route and TriMet Line 30.
- Improving bus stops with signage, benches, illumination, and/or shelters.
- Working with local jurisdictions to identify potential developer-funded transit sites (e.g., bus stops and related amenities such as sidewalks), especially those serving residential developments, employment sites, commercial properties, and/or educational facilities.
- Considering bus-on-shoulder operations or dedicated transit facilities on congested corridors, improving transit travel time and elevating transit as a competitive alternative to driving.
- Implementing formal and informal park-and-ride and bike-and-ride facilities at major transit stops and along rural highways.
- TriMet's Service Enhancement Plan identifies additional route adjustments and additions:
  - ◆ A new route connecting Clackamas Town Center, Milwaukie, and Washington Square Transit Center via the Sellwood Bridge.

- ◆ A new route between 172<sup>nd</sup> Avenue and Oregon City that serves Johnson City and Jennings Lodge.
- ◆ Upgrading Line 35 on Highway 43 to a frequent service route.
- ◆ A new route on Rosemont Road between Lake Oswego and West Linn.

Figure 12 and Figure 13 summarize the identified transit needs across Clackamas County.



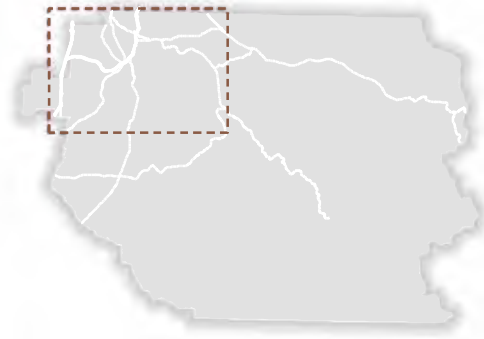
-  Transit-Supportive Areas Without Transit
-  Transportation Disadvantaged Populations
-  Major Job Centers
-  Future Land Use Growth Areas
-  Communities Without Local Transit Service
-  Transit Needs Identified in TriMet and Metro Regional Plans
-  Intercommunity Corridors With No Transit Service
-  Regional Corridors With No Transit Service
-  Existing Transit Service
-  Urban Growth Boundaries
-  County Boundary














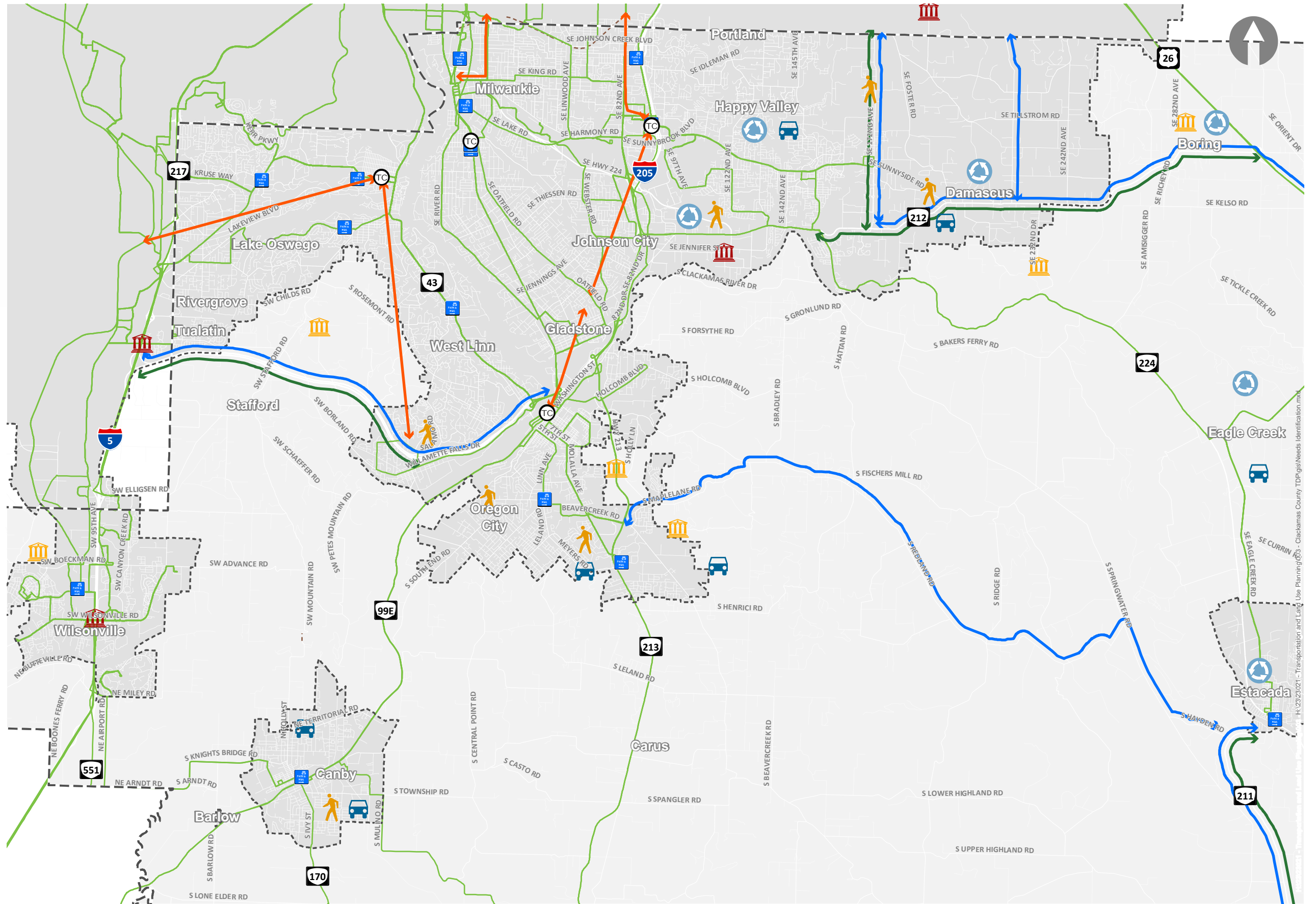
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**Needs Identification Map**  
**Clackamas County Transit Development Plan**





-  Transit-Supportive Areas Without Transit
-  Transportation Disadvantaged Populations
-  Major Job Centers
-  Future Land Use Growth Areas
-  Communities Without Local Transit Service
-  Transit Needs Identified in TriMet and Metro Regional Plans
-  Intercommunity Corridors With No Transit Service
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**Needs Identification Map**  
**Clackamas County Transit Development Plan**

0 3 Miles

## Future Service Opportunities Development and Evaluation

Using the Needs Summary as a starting point, the TDP project team analyzed transit demand on existing transit corridors, commute demand on arterials and highways, and current and projected land use demand from the TSA analysis. These findings translated the identified transit needs into a total number of added transit runs on a corridor. Table 11 catalogs the existing runs, additional runs needed, and total recommended transit runs, as well as adding service span and service frequency changes to meet any increased transit demand.

*The corridors and areas with the biggest increase in transit demand include the Clackamas Industrial Area, Highway 43, I-205 west of Oregon City, and Oregon City.*

Figure 14 and Figure 15 show where additional transit runs are needed based on the findings in Table 11. For example, Highway 43 between Oregon City and Portland has the highest additional demand at 48 more transit runs to meet recommended thresholds. Conversely, I-205 from Clackamas Town Center toward Portland already has frequent service via the MAX Green Line and is not recommended for increased transit service. Further information can be found in *Reference G: Future Solutions Strategies Memorandum*.

Table 11. Additional Transit Runs to Meet Recommended Service Level Threshold

Corridor or Area	Existing Runs per Day	Additional Transit Run Demand	Total Recommended Transit Runs	Recommended Service Span and Frequency Changes
Clackamas Industrial Area	22	50	72	Implement local service at 15–30 minute headways
Highway 43: Oregon City to Portland	47	48	95	Improve headways from 30 minutes to 15 minutes
I-205: Oregon City to I-5 Interchange	0	47	47	Implement service at 20–30 minute headways
Oregon City (South and West)	0	44	44	Implement local service at 30-minute headways
Milwaukie Industrial Area	33	31	64	Implement local service at 30-minute headways
West Lake Oswego/Kruse Way	12	20	32	Increase service beyond peak periods
I-205: Oregon City to Clackamas Town Center	69	18	87	Improve headways to 15-20 minutes
Wilsonville (West Wilsonville)	16	19	35	Increase service beyond peak periods
Happy Valley	16	19	35	Implement hourly or better service
Canby (North and South)	16	19	39	Implement hourly or better service
Damascus	0	19	19	Implement hourly or better service
Jennings Lodge and Oak Grove East-West	0	16	16	Implement hourly or better service
Highway 99E: Oregon City to Canby	26	14	40	Increase frequency and/or expand operating hours
Highway 212: I-205 to US 26	0	14	14	Implement hourly or better service
Highway 99E: Oregon City to Portland	84	11	95	Increase frequency and/or expand operating hours
Estacada–Redland–Oregon City	0	11	11	Implement hourly service (focused on the CCC schedule)
Highway 211: Molalla to Woodburn	0	10	10	Implement hourly service
C2C Corridor	0	10	10	Implement hourly service

Corridor or Area	Existing Runs per Day	Additional Transit Run Demand	Total Recommended Transit Runs	Recommended Service Span and Frequency Changes
Highway 213: South of Molalla	0	8	8	Implement hourly service
Boring	0	8	8	Cover with Damascus service
East Tualatin	0	8	8	Cover with I-205 Oregon City to I-5 service
US 26: West of Sandy	33	3	36	Extend service hours
Estacada and Eagle Creek	27	0	27	Cover with Estacada–Redland–Oregon City fixed-route or with SAM Sandy & Estacada existing service
I-205: Clackamas Town Center toward Portland	85	0	85	Monitor needs for potential increases to transit demand
Highway 224: Highway 212 to Estacada	27	0	27	
Highway 213: Oregon City to Molalla	24	0	24	
Highway 99E: South of Canby	14	0	14	
US 26: East of Sandy	15	0	15	



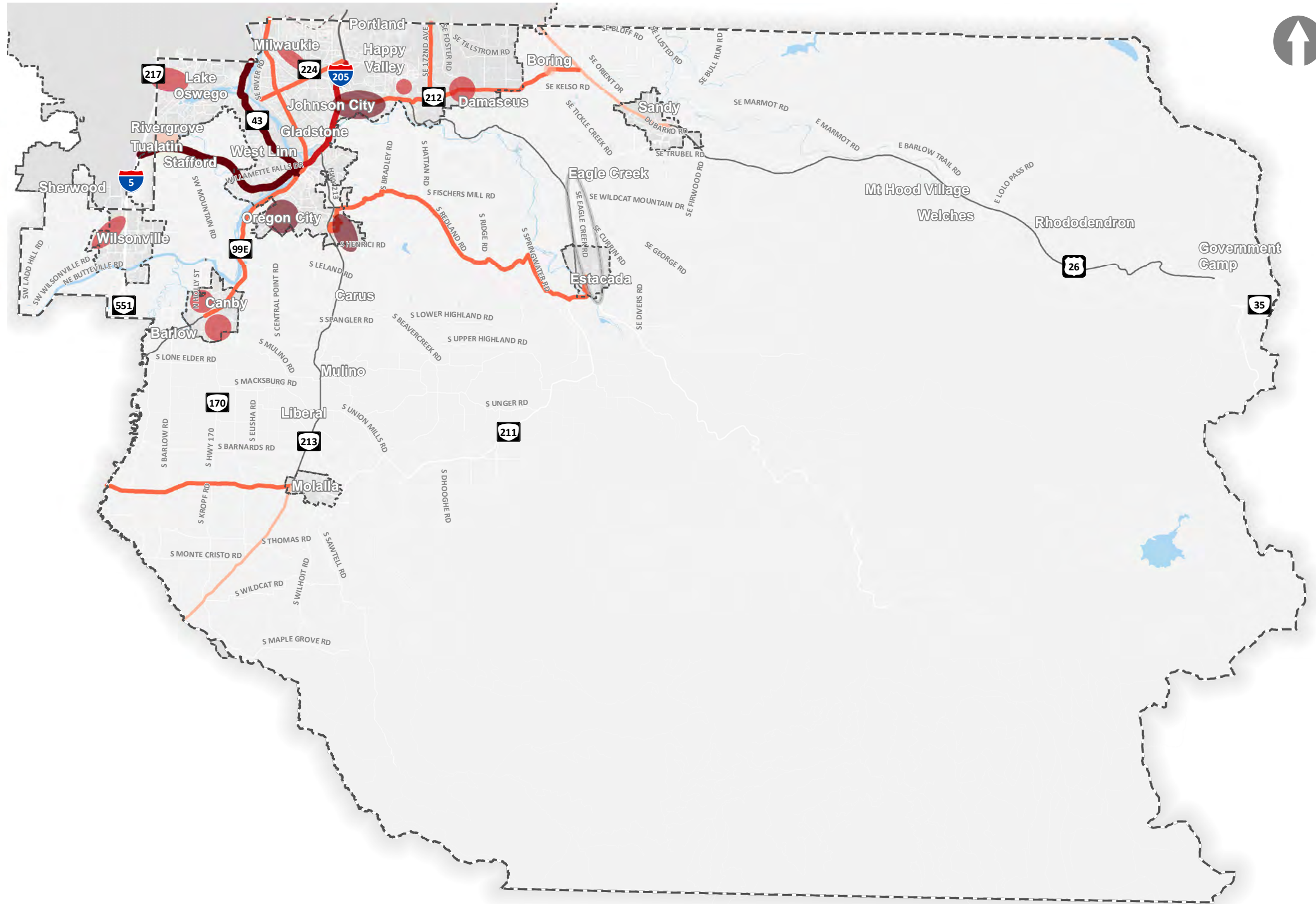
**Additional Runs: Areas**

- No Additional Runs
- 8 or Fewer Runs per Day
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day
- 33 - 64 Runs per Day

**Additional Runs: Corridors**

- No Additional
- 8 or Fewer Runs per Day
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day
- 33 - 64 Runs per Day

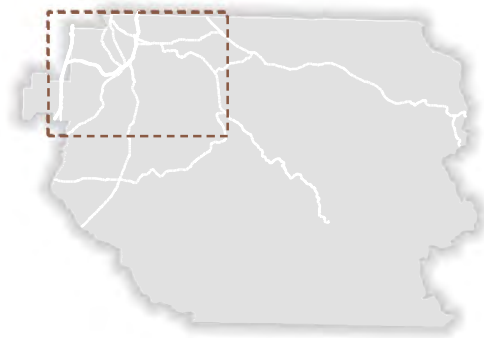
- Urban Growth Boundaries
- County Boundary



0 5 Miles

**Additional Transit Demand**  
**Clackamas County Transit Development Plan**

Figure  
**14**



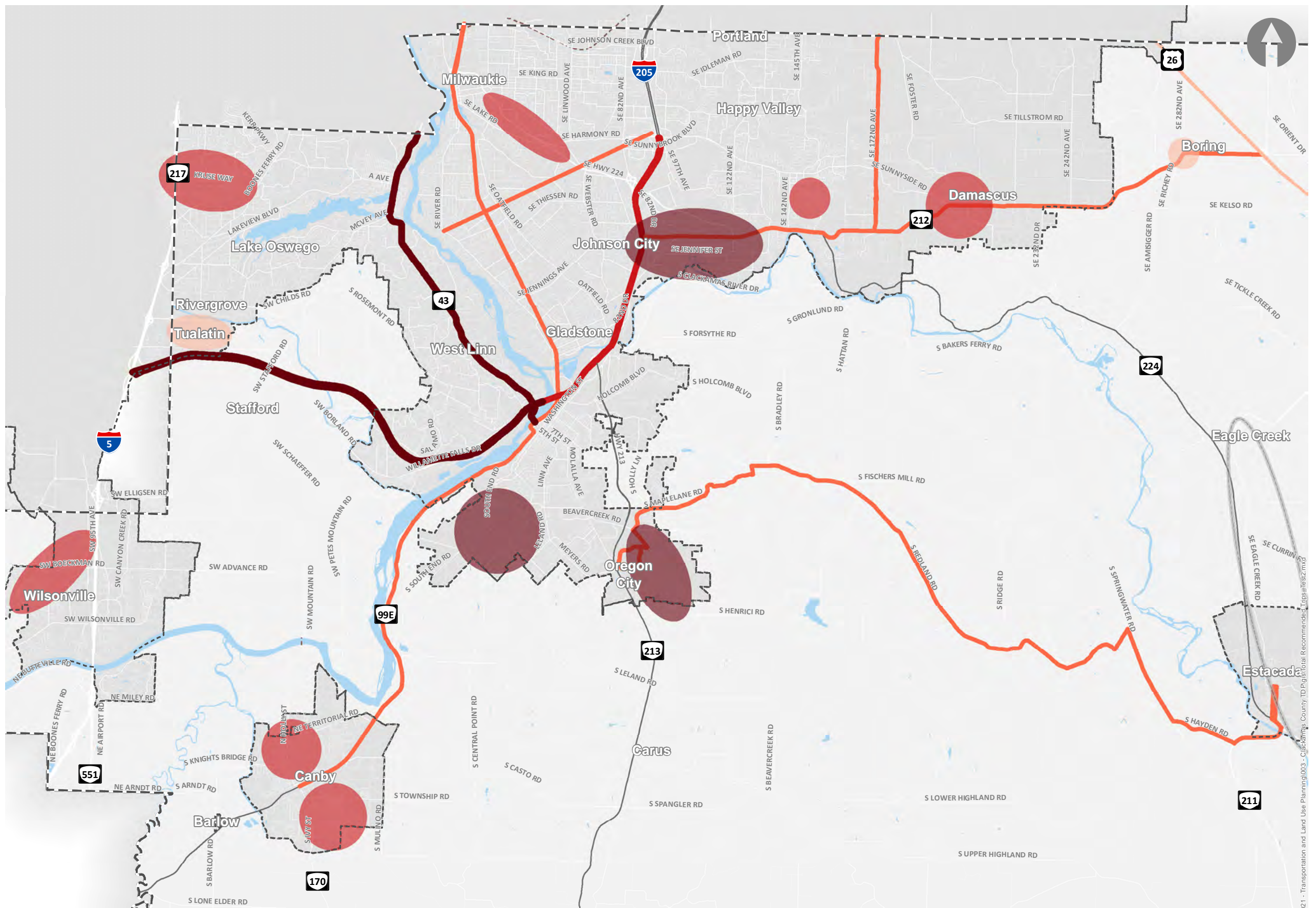
**Additional Runs: Areas**

- No Additional Runs
- 8 or Fewer Runs per Day
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day
- 33 - 64 Runs per Day

**Additional Runs: Corridors**

- No Additional
- 8 or Fewer Runs per Day
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day
- 33 - 64 Runs per Day

- Urban Growth Boundaries
- County Boundary

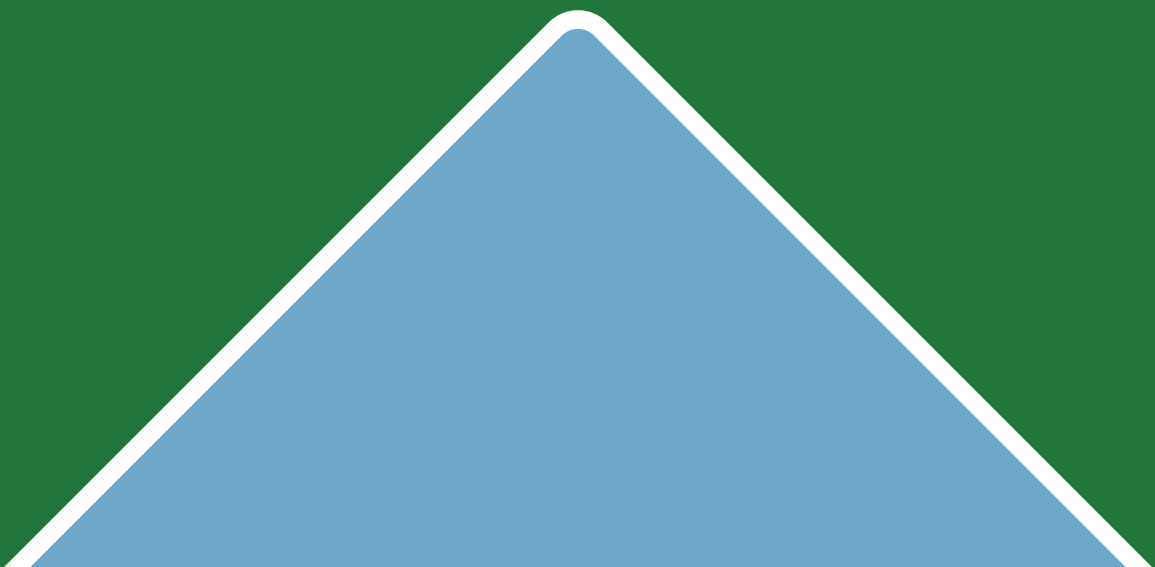


**Additional Transit Demand**  
**Clackamas County Transit Development Plan**

0 3 Miles

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# FUTURE SERVICE NETWORK AND PRIORITIZATION



# Future Service Network and Prioritization

This section categorizes the future service opportunities into short-term, medium-term, and long-term recommendations. Further details on routing options and routing recommendations are included in *Reference G: Future Solutions Strategies Memorandum*.

## Short-Term Recommendations

Short-term recommendations include adding service along Highway 43 and between Oregon City and Portland and parallel service along Rosemont Road, establishing service along the I-205 corridor from Oregon City to Tualatin, and in the Milwaukie Industrial Area.

Table 12 lists the transit corridor or area with the short-term recommendation and additional considerations. Figure 16, Figure 17, and Figure 18 show the full county transit network with the short-term recommendations.

Two Clackamas County shuttle routes are set to be implemented around the beginning of 2021. These two shuttle routes are shown in the figures but are not shown in Table 12 given that they are set to be implemented near the end of the Clackamas County TDP project.

Table 12. Short-Term Recommendations

ID	CORRIDOR OR AREA	EXISTING RUNS PER DAY	ADDITIONAL TRANSIT RUN DEMAND	RECOMMENDATION	DISTRICT / PROVIDER	VEHICLE SIZE	STATUS
ST-1	Highway 43: Oregon City to Portland	47	48	Implement 15-minute service on Line 35, new service on Rosemont Road	TriMet	Larger	In Provider Plan
ST-2	I-205: Oregon City to I-5 Interchange	0	47	Implement hourly local service via Ride Connection's Borland Road service and hourly express service on I-205 (Option D1) (about 28 runs per day total)	Borland Road: Ride Connection Wilsonville – CTC: SMART (potential) Tualatin – CTC: TriMet (potential)	Smaller and/or Larger	In Provider Plan
ST-3	East Tualatin	0	8	Hourly service provided by Ride Connection route	Borland Road: Ride Connection	Smaller	In Planning Phase
ST-4	Jennings Lodge-Oak Grove-Oatfield	0	16	New hourly Happy Valley–Oregon City Service (about 8 runs per day); Triggers Mobility Hub in Clackamas Industrial Area and in Happy Valley	TriMet	Larger	In Provider Plan
ST-5	Milwaukie Industrial Area	33	31	Implement hourly shuttle service; expand Line 152 service hours (about 12 runs per day)	Likely a Pass-Through Funded Shuttle	Smaller	Feasibility Study Underway

## Medium-Term Recommendations

The medium-term recommendations continue to expand service along the I-205 corridor, in the Clackamas Industrial Area and Milwaukie Industrial Area, and in the southern and western areas of Oregon City. In addition, medium-term recommendations include expanding service along Kruse Way, in West Wilsonville, Happy Valley, Canby, and Highway 99E between Oregon City and Canby; providing east-west service for Oak Grove and Oatfield; and establishing service in Damascus and along the Highway 212 corridor.

Table 13 lists the transit corridor or area with the mid-term recommendations and additional considerations. Figure 19, Figure 20, and Figure 21 show the full county transit network with the mid-term recommendations.

## Long-Term Recommendations

The long-term recommendations continue to expand service in corridors and areas highlighted in the short-term and medium-term recommendations. In addition, the long-term recommendations include expanding service on Highway 99E between Oregon City and Portland and on US 26 west of Sandy, and establishing new service in Boring, east Tualatin, along the Clackamas to Columbia Corridor, on Highway 211 between Molalla and Woodburn, and on Highway 213 south of Molalla.

Table 14 lists the transit corridor or area with the long-term recommendations and additional considerations. Figure 22, Figure 23, and Figure 24 show the full county transit network with the long-term recommendations.

### *What is a Mobility Hub?*

*A mobility hub is a place that connects different travel options – typically walking, biking, transit, and shared mobility – in a single place to support first-mile, last-mile connectivity and to create activity centers for a community.*

*Mobility hubs are usually centered around places with higher transit density where more comprehensive stop amenities (such as shelters, restrooms, and bike lockers) may be found. The transportation infrastructure usually includes a higher number of bus bays than a typical bus stop, as well as connections to shared mobility services such as carshare or bikeshare. Mobility hubs are most successful in a higher density environment, at major activity centers, and/or near affordable housing.*

*Building mobility hubs will need to be a coordinated effort between Clackamas County, the relevant transit providers, and the local jurisdictions. Transit providers will need to coordinate bus transfers and space availability. The County and local jurisdictions will need to establish policy that supports mobility hubs, improve walking and biking access where needed, and coordinate land use planning to increase density at hub locations.*

*In the meantime, it is important that local jurisdictions define mobility hubs in their code to allow construction and create new permitting processes for mobility hubs and supportive services. It is equally important that local jurisdictions permit any new mobility modes, such as bikeshare and scootershare, that can enhance a mobility hub.*



Table 13. Medium-Term Recommendations

ID	CORRIDOR OR AREA	EXISTING RUNS PER DAY	ADDITIONAL TRANSIT RUN DEMAND	RECOMMENDATION	DISTRICT / PROVIDER	VEHICLE SIZE	STATUS
MT-1	I-205: Oregon City to I-5 Interchange	14	33	Evaluate service; consider increased service span and frequency to add runs to service	TriMet Pass-Through Funded	See short-term for details	Adding trips from short-term
MT-2	Milwaukie Industrial Area	45	19				
MT-3	I-205: Oregon City to Clackamas Town Center	69	18	Implement 20-minute headways on Line 79 (about 50 runs per day)	TriMet	Larger	In Provider Plan
MT-4	West Lake Oswego/ Kruse Way	12	20	Expand service hours beyond peak periods and improve headways to 30 minutes during AM peak hour (about 10 runs per day)	TriMet	Larger	In Provider Plan
MT-5	Wilsonville (West Wilsonville)	16	19	Expand service hours beyond peak periods per SMART's Transit Master Plan (about 10 runs per day)	SMART	Smaller and/or Larger	In Provider Plan
MT-6	Happy Valley	16	19	Establish hourly service (about 10 runs per day)	TriMet	Larger	Established Need
MT-7	Canby (North and South)	16	19	Implement local service as established in CAT's Master Plan (about 10 runs per day)	CAT	Smaller	In Provider Plan
MT-8	Jennings Lodge-Oak Grove-Oatfield	8	8	Establish hourly service from Oak Grove (about 8 runs per day)	TriMet	Dependent on Topography	Established Need
MT-9	Damascus	0	19	Establish hourly service (about 10 runs per day)	TBD	Smaller	Established Need
	Boring	0	8	Hourly service provided by Damascus deviated fixed-route	TBD	Smaller	Established Need
MT-10	Highway 99E: Oregon City to Canby	26	14	Establish 30-minute headways during the entire day (about 8 runs per day)	CAT	Larger	In Provider Plan
MT-11	Highway 212: I-205 to US 26 <sup>1</sup>	0	14	Establish hourly service (about 8 runs per day); triggers Mobility Hub in Boring	SAM	Larger	In Provider Plan
MT-12	Estacoda-Redland-Oregon City	0	11	Establish hourly service focused on the CCC schedule (about 11 runs per day)	TBD	Smaller	Established Need

<sup>1</sup> Partially within identified service district/provider

Table 14. Long-Term Recommendations

ID	CORRIDOR OR AREA	EXISTING RUNS PER DAY	ADDITIONAL TRANSIT RUN DEMAND	RECOMMENDATION	DISTRICT / PROVIDER	VEHICLE SIZE	STATUS
LT-1	I-205: Oregon City to I-5 Interchange	31	16				
LT-2	Milwaukie Industrial Area	55	9				
LT-3	I-205: Oregon City to Clackamas Town Center	84	3				
LT-4	West Lake Oswego/ Kruse Way	22	10				
LT-5	Wilsonville (West Wilsonville)	26	9	Evaluate service; consider increased service span and frequency to add about 10 runs per day.	See short-term and mid-term for details	See short-term and mid-term for details	Adding trips from short-term and mid-term
LT-6	Happy Valley	26	9				
LT-7	Canby (North and South)	26	9				
LT-8	Damascus	10	9				
LT-9	Highway 99E: Oregon City to Canby	34	6				
LT-10	Highway 212: I-205 to US 26	8	6				
LT-11	Highway 99E: Oregon City to Portland	84	11	Add 11 runs per day on Line 99, maintain existing 20-minute headways with extended service hours	TriMet	Larger	Established Need
LT-12	Highway 211: Molalla to Woodburn <sup>1</sup>	0	10	Establish hourly service	SCTD	Smaller	In Provider Plan
LT-13	C2C Corridor <sup>1</sup>	0	10	Establish hourly service	TriMet	Larger	Future Need
LT-14	Highway 213: South of Molalla <sup>1</sup>	0	8	Establish hourly service	SCTD	Smaller	In Provider Plan
LT-15	US 26: West of Sandy	33	3	Add 3 runs per day, maintain 30-minute headways with extended service hours	SAM	Larger	In Provider Plan
	Estacada and Eagle Creek	Covered by SAM's Sandy & Estacada service; consider mobility hub in Eagle Creek			SAM	Larger	In Provider Plan
N/A	I-205: North of Clackamas Town Center	Monitor potential increases to transit demand			N/A	N/A	N/A
	Highway 224: Highway 212 to Estacada						
	Highway 213: Oregon City to Molalla						
	Highway 99E: South of Canby						
	US 26: East of Sandy						
	Boring						

<sup>1</sup> Partially within identified service district/provider



**Short-Term Recommendations:  
Routes**

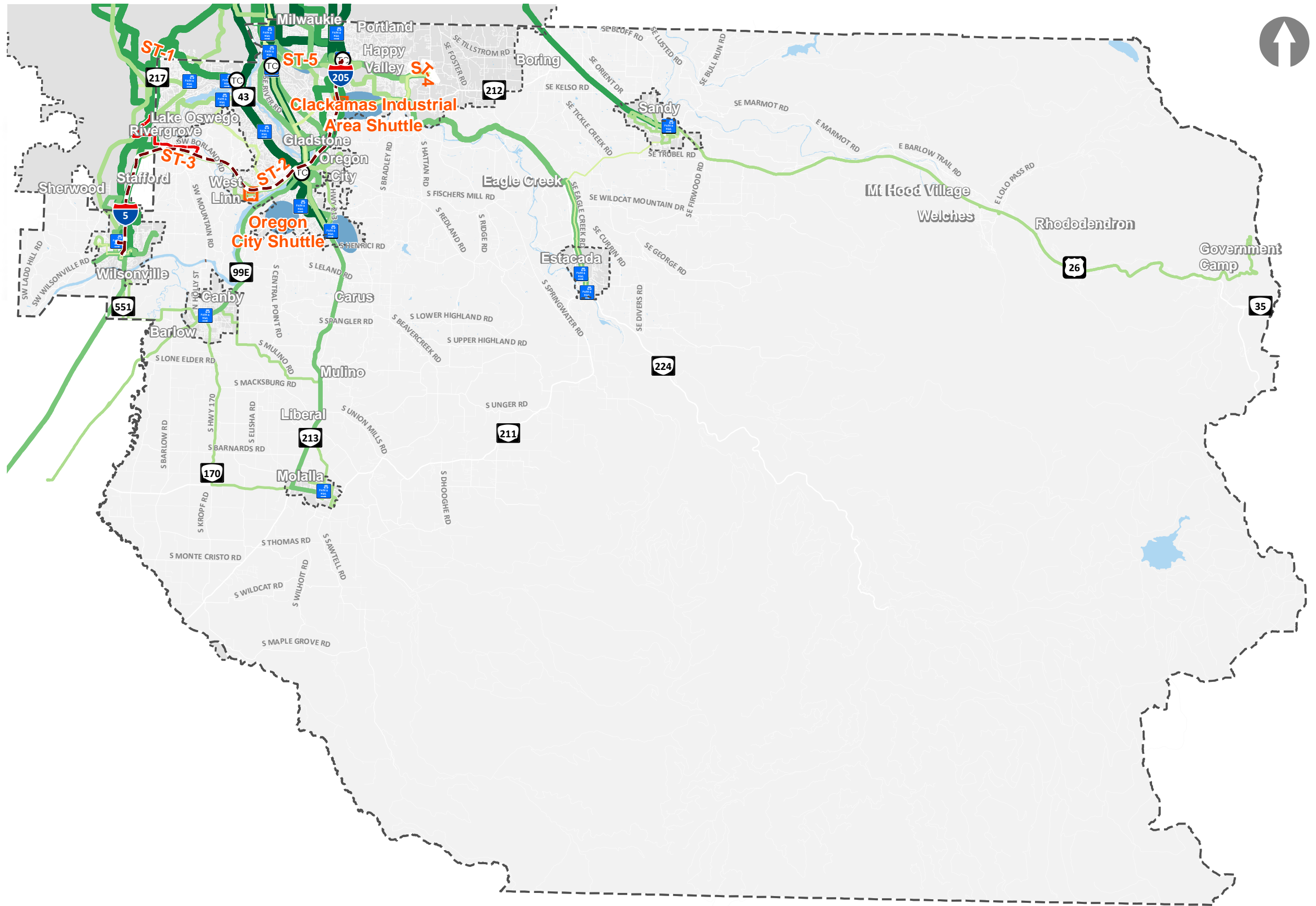
- 8 or Fewer Runs per Day
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day
- 33 - 64 Runs per Day
- 65 or More Runs per Day

**Short-Term Recommendations:  
Areas**

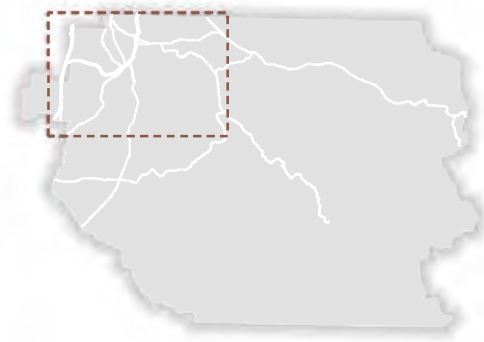
- + 9 - 16 Runs per Day

**Planned Services**

- - - Wilsonville to Clackamas Town Center
- - - Tualatin Shuttle (New)
- Mobility Hub
- Transit Centers
- Park and ride lots
- Urban Growth Boundaries
- County Boundary



**Short-Term Recommendations  
Clackamas County Transit Development Plan**



**Short-Term Recommendations:  
Routes**

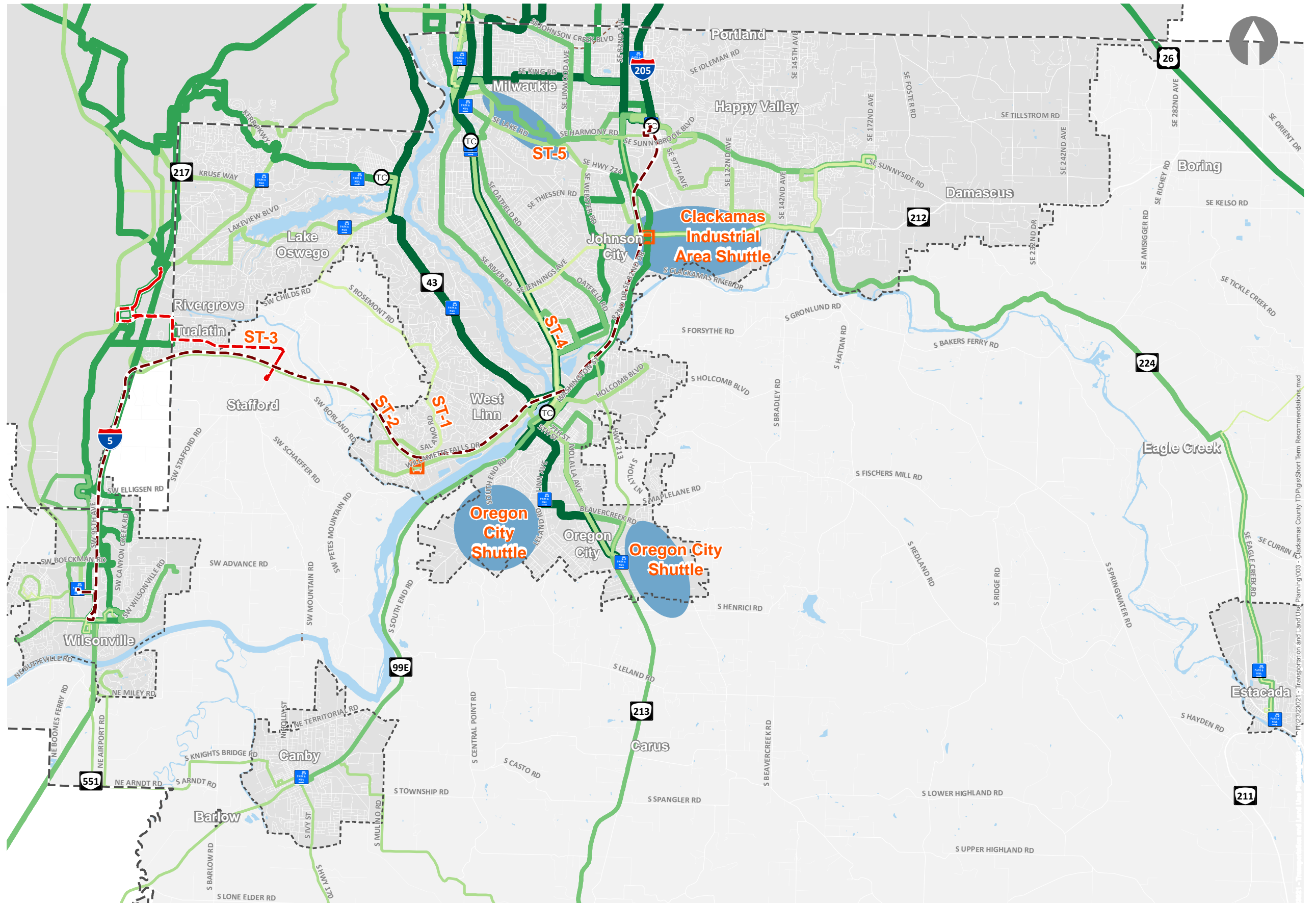
- 8 or Fewer Runs per Day
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day
- 33 - 64 Runs per Day
- 65 or More Runs per Day

**Short-Term Recommendations:  
Areas**

- + 9 - 16 Runs per Day

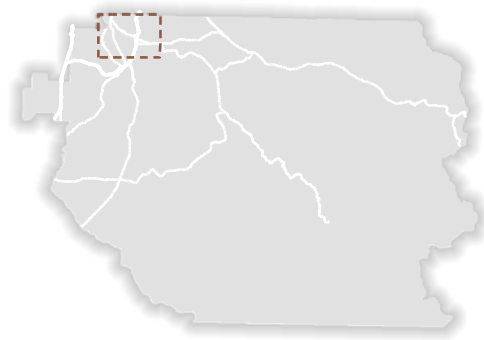
**Planned Services**

- - - Wilsonville to Clackamas Town Center
- - - Tualatin Shuttle (New)
- Mobility Hub
- Transit Centers
- Park and ride lots
- Urban Growth Boundaries
- County Boundary



**Short-Term Recommendations  
Clackamas County Transit Development Plan**

0 3 Miles



**Short-Term Recommendations:  
Routes**

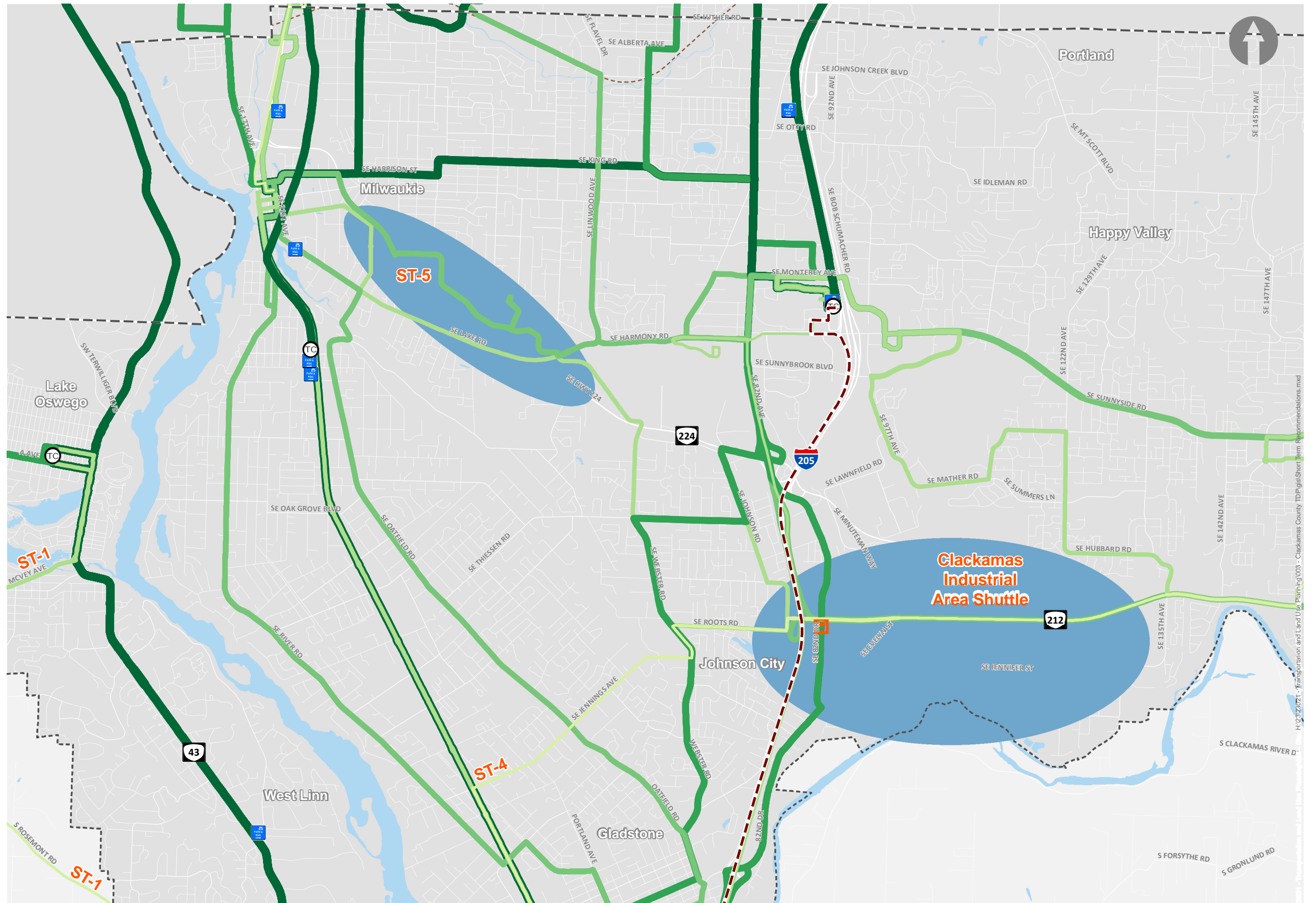
- 8 or Fewer Runs per Day
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day
- 33 - 64 Runs per Day
- 65 or More Runs per Day

**Short-Term Recommendations:  
Areas**

- + 9 - 16 Runs per Day

**Planned Services**

- - - Wilsonville to Clackamas Town Center
- - - Tualatin Shuttle (New)
- Mobility Hub
- Transit Centers
- Park and ride lots
- Urban Growth Boundaries
- County Boundary



**Short-Term Recommendations  
Clackamas County Transit Development Plan**

0 1 Miles



**Medium-Term Recommendations:  
Routes**

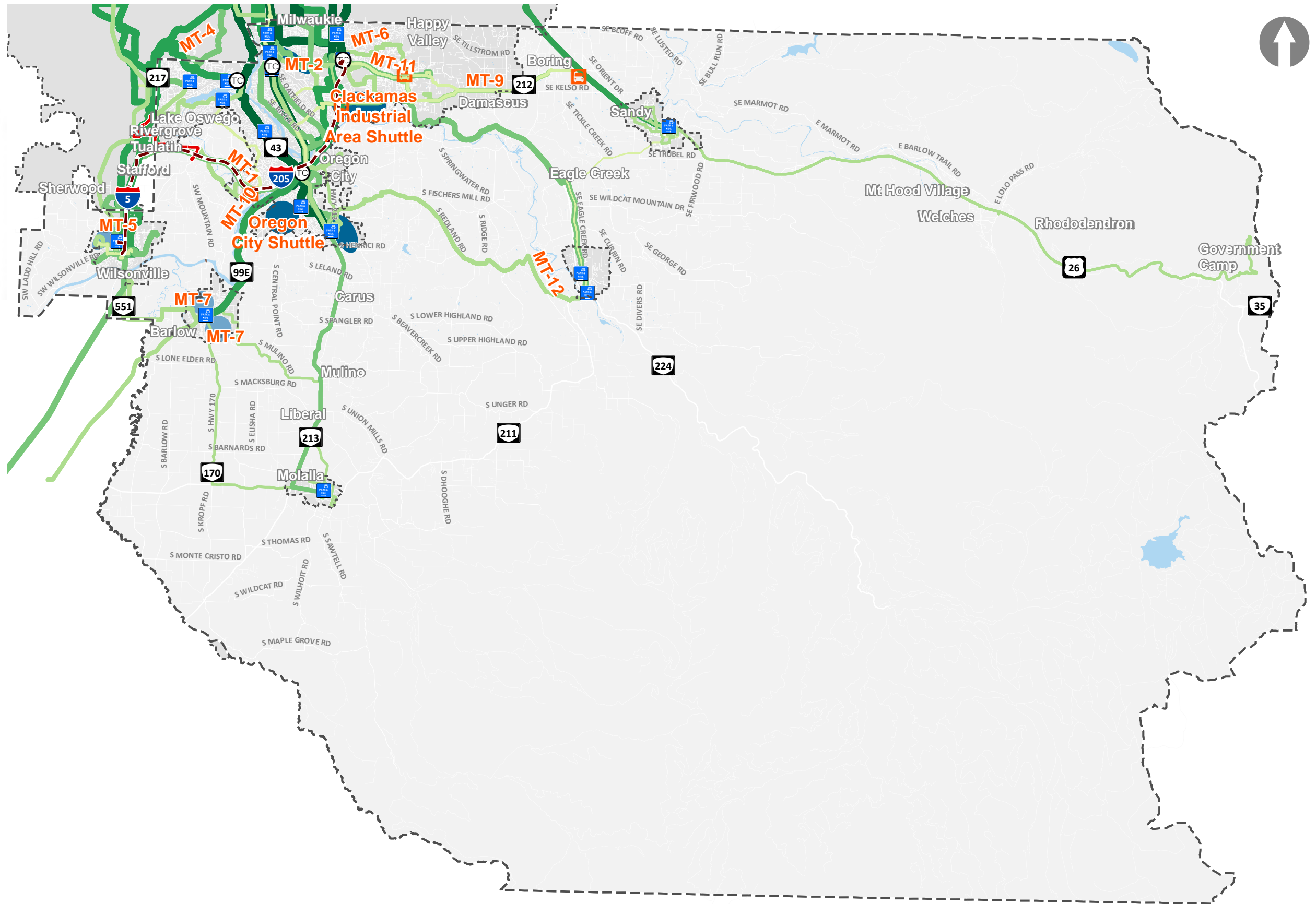
- 8 or Fewer Runs per Day
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day
- 33 - 64 Runs per Day
- 65 or More Runs per Day

**Medium-Term Recommendations:  
Areas**

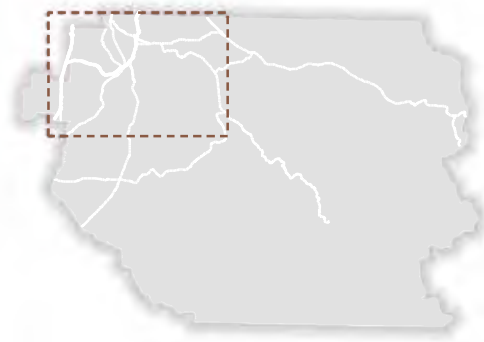
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day

**Planned Services**

- - - Wilsonville to Clackamas Town Center
- - - Tualatin Shuttle (New)
- Mobility Hub
- Transit Centers
- Park and ride lots
- Urban Growth Boundaries
- County Boundary



**Medium-Term Recommendations  
Clackamas County Transit Development Plan**



**Medium-Term Recommendations:  
Routes**

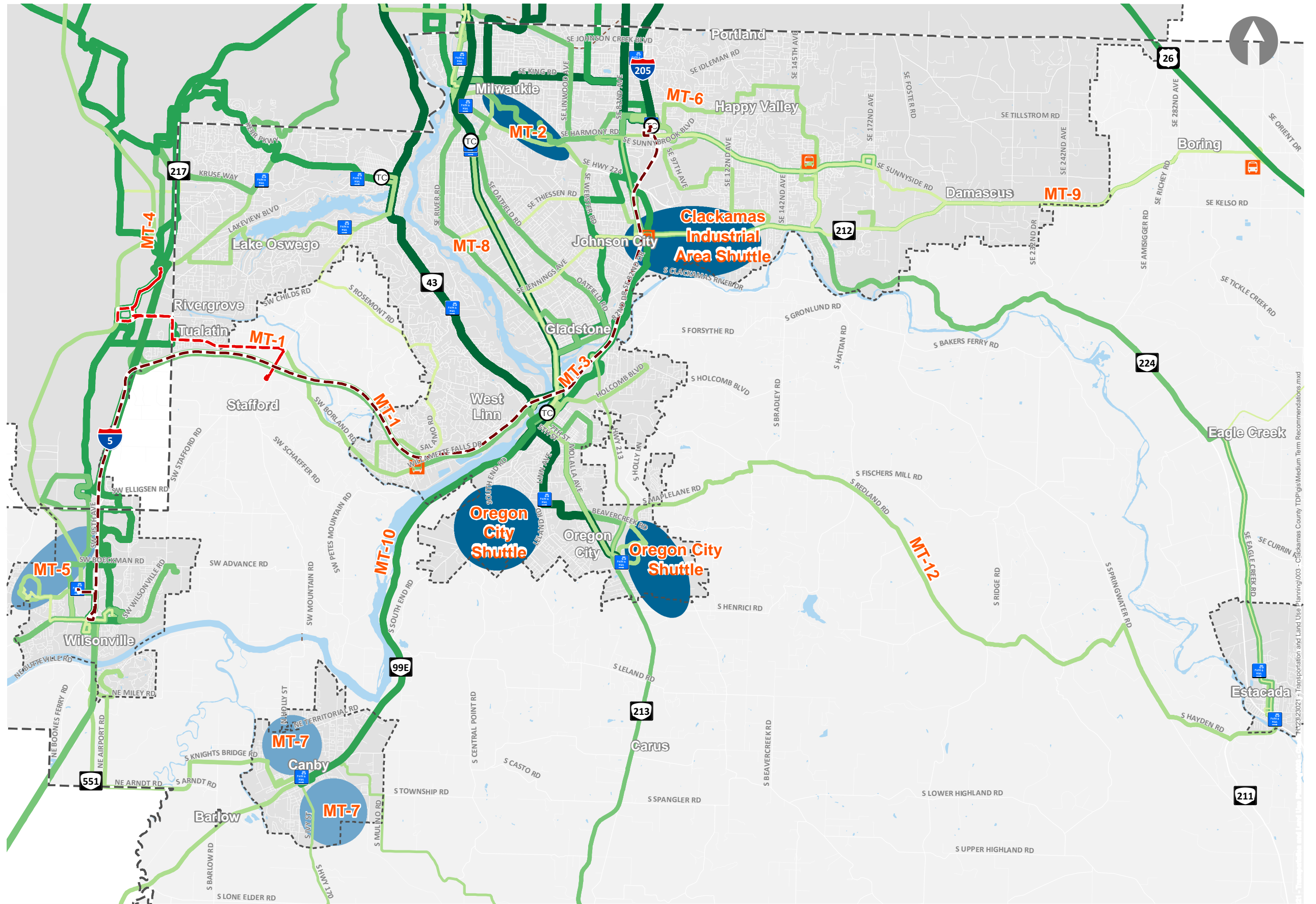
- 8 or Fewer Runs per Day
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day
- 33 - 64 Runs per Day
- 65 or More Runs per Day

**Medium-Term Recommendations:  
Areas**

- + 9 - 16 Runs per Day
- + 17 - 32 Runs per Day

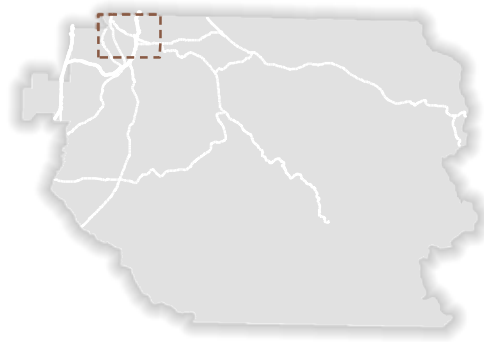
**Planned Services**

- - - Wilsonville to Clackamas Town Center
- - - Tualatin Shuttle (New)
- Mobility Hub
- Transit Centers
- Park and ride lots
- Urban Growth Boundaries
- County Boundary



**Medium-Term Recommendations  
Clackamas County Transit Development Plan**

0 3 Miles



**Medium-Term Recommendations:  
Routes**

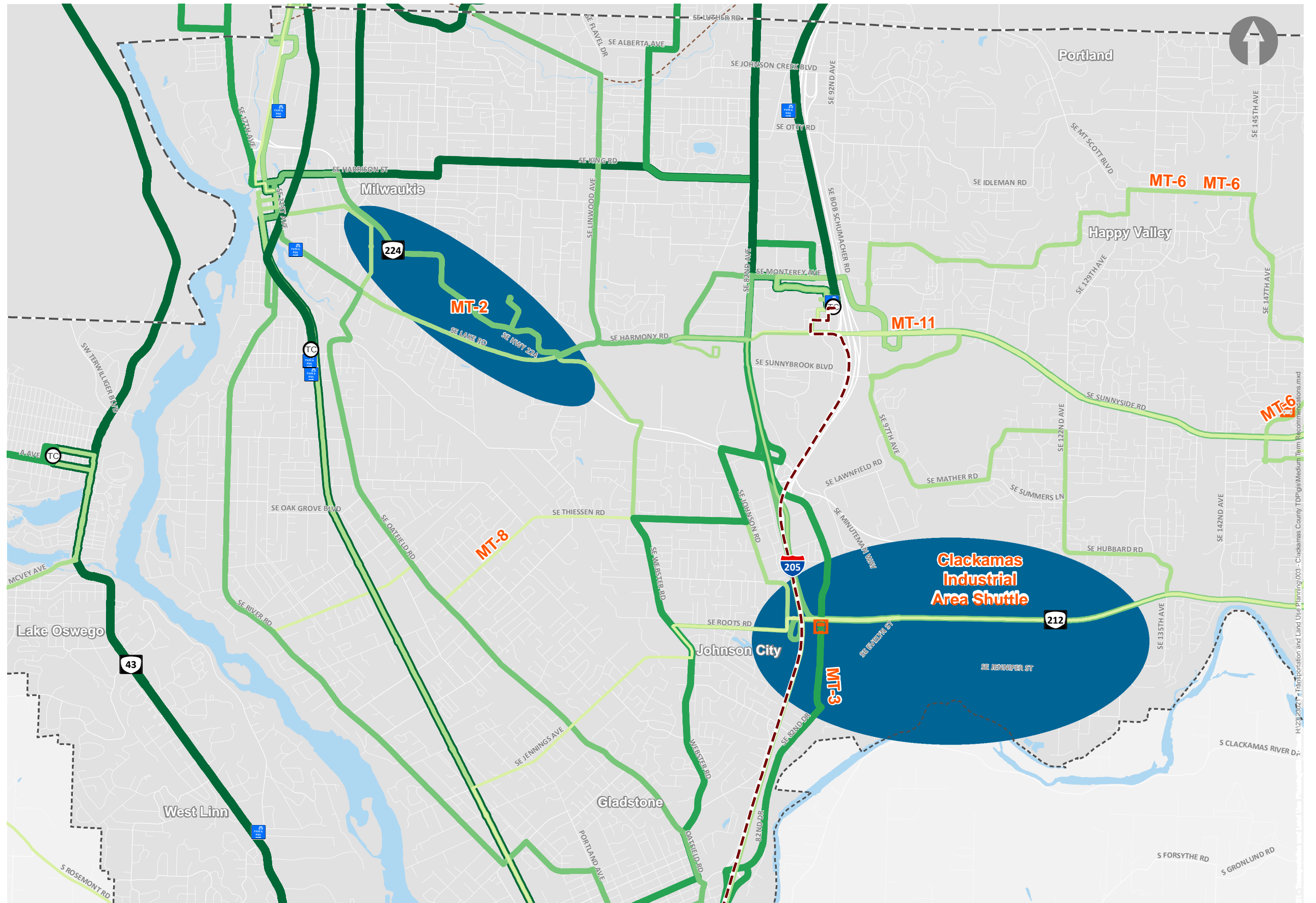
- 8 or Fewer Runs per Day
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- 17 - 32 Runs per Day
- 33 - 64 Runs per Day
- 65 or More Runs per Day

**Medium-Term Recommendations:  
Areas**

- 9 - 16 Runs per Day
- 17 - 32 Runs per Day

**Planned Services**

- - - Wilsonville to Clackamas Town Center
- - - Tualatin Shuttle (New)
- Mobility Hub
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- Urban Growth Boundaries
- County Boundary



**Medium-Term Recommendations  
Clackamas County Transit Development Plan**





**Long-Term Recommendations:  
Routes**

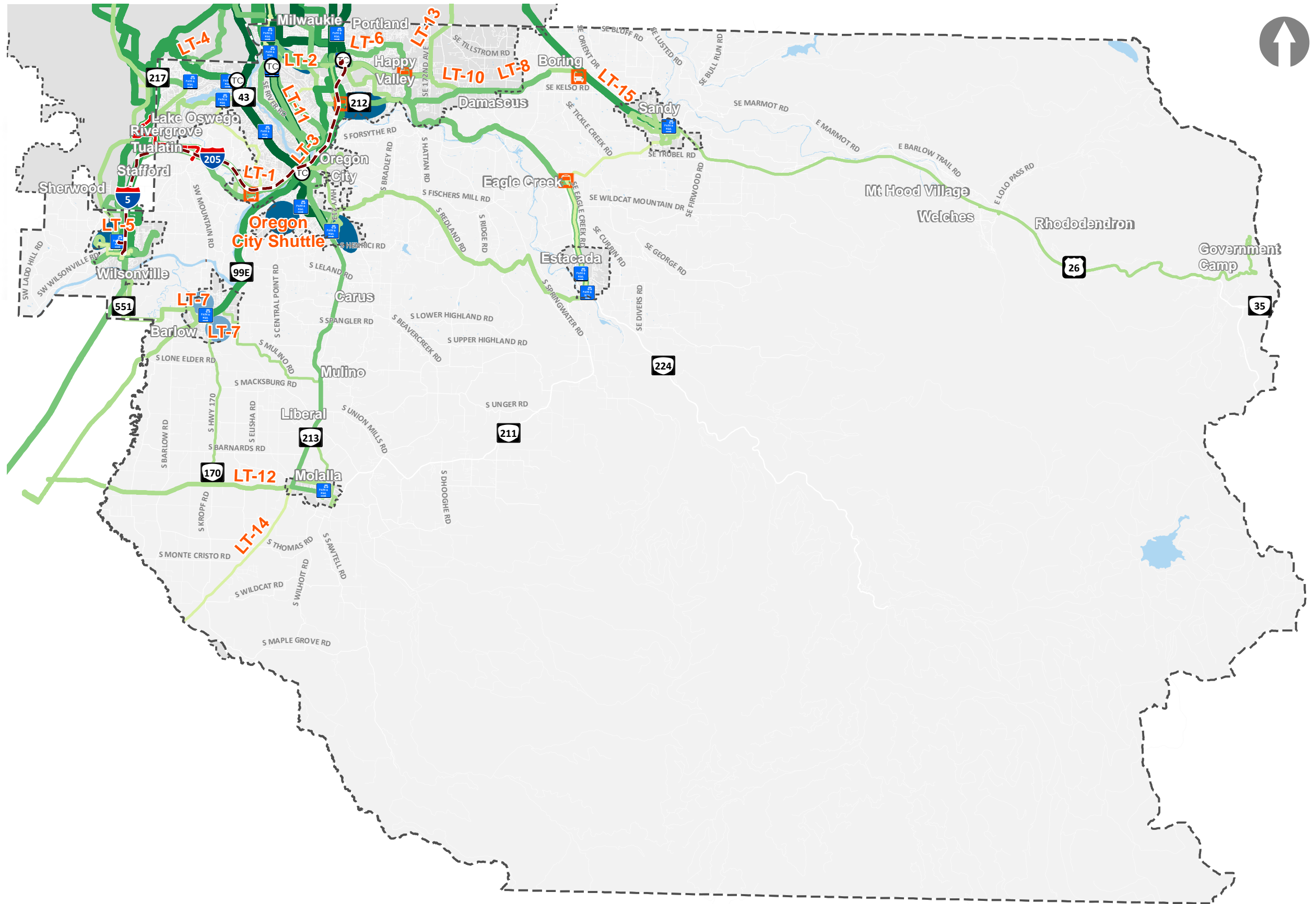
- 8 or Fewer Runs per Day
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day
- 33 - 64 Runs per Day
- 65 or More Runs per Day

**LongTermTrips**

- + 9 - 16 Runs per Day
- + 17 - 32 Runs per Day

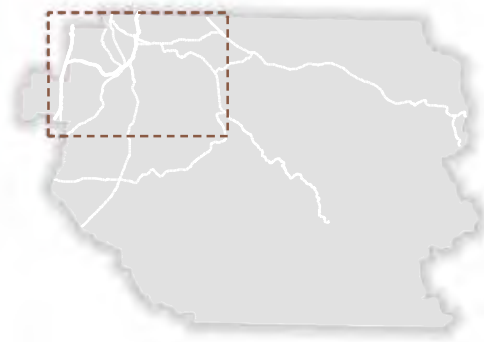
**Planned Services**

- - - Wilsonville to Clackamas Town Center
- - - Tualatin Shuttle (New)
- Mobility Hub
- Transit Centers
- Park and ride lots
- Urban Growth Boundaries
- County Boundary



**Long-Term Recommendations  
Clackamas County Transit Development Plan**

Figure  
**22**



**Long-Term Recommendations: Routes**

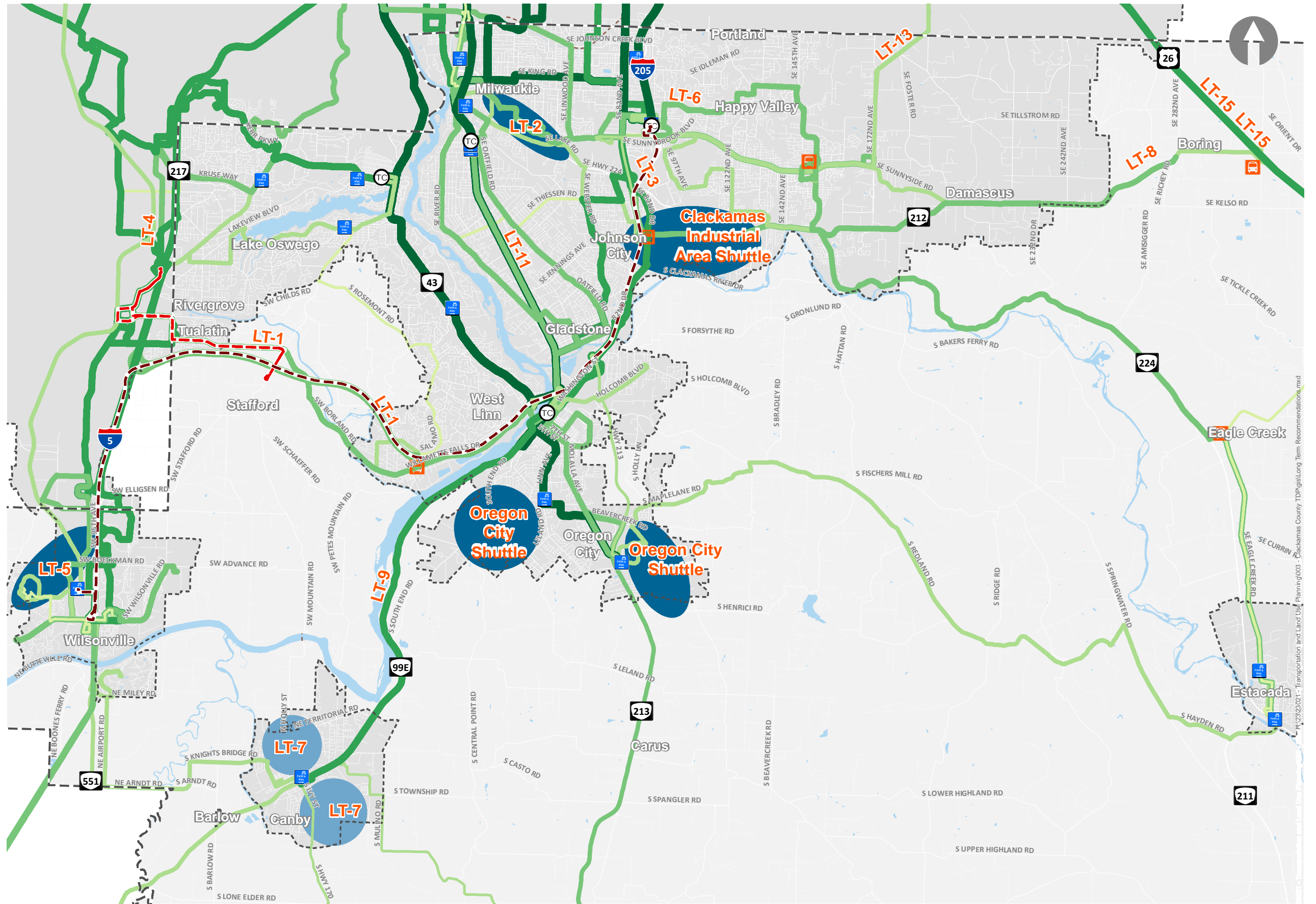
- 8 or Fewer Runs per Day
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day
- 33 - 64 Runs per Day
- 65 or More Runs per Day

**Long-Term Trips**

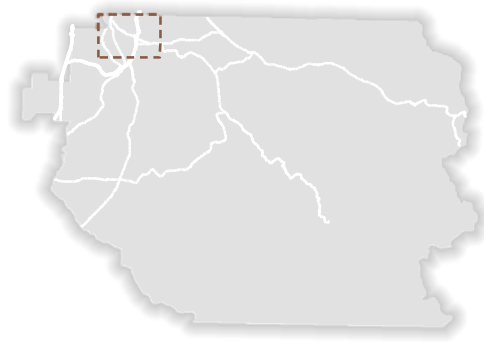
- + 9 - 16 Runs per Day
- + 17 - 32 Runs per Day

**Planned Services**

- - - Wilsonville to Clackamas Town Center
- - - Tualatin Shuttle (New)
- Mobility Hub
- Transit Centers
- Park and ride lots
- Urban Growth Boundaries
- County Boundary



**Long-Term Recommendations**  
**Clackamas County Transit Development Plan**



**Long-Term Recommendations:  
Routes**

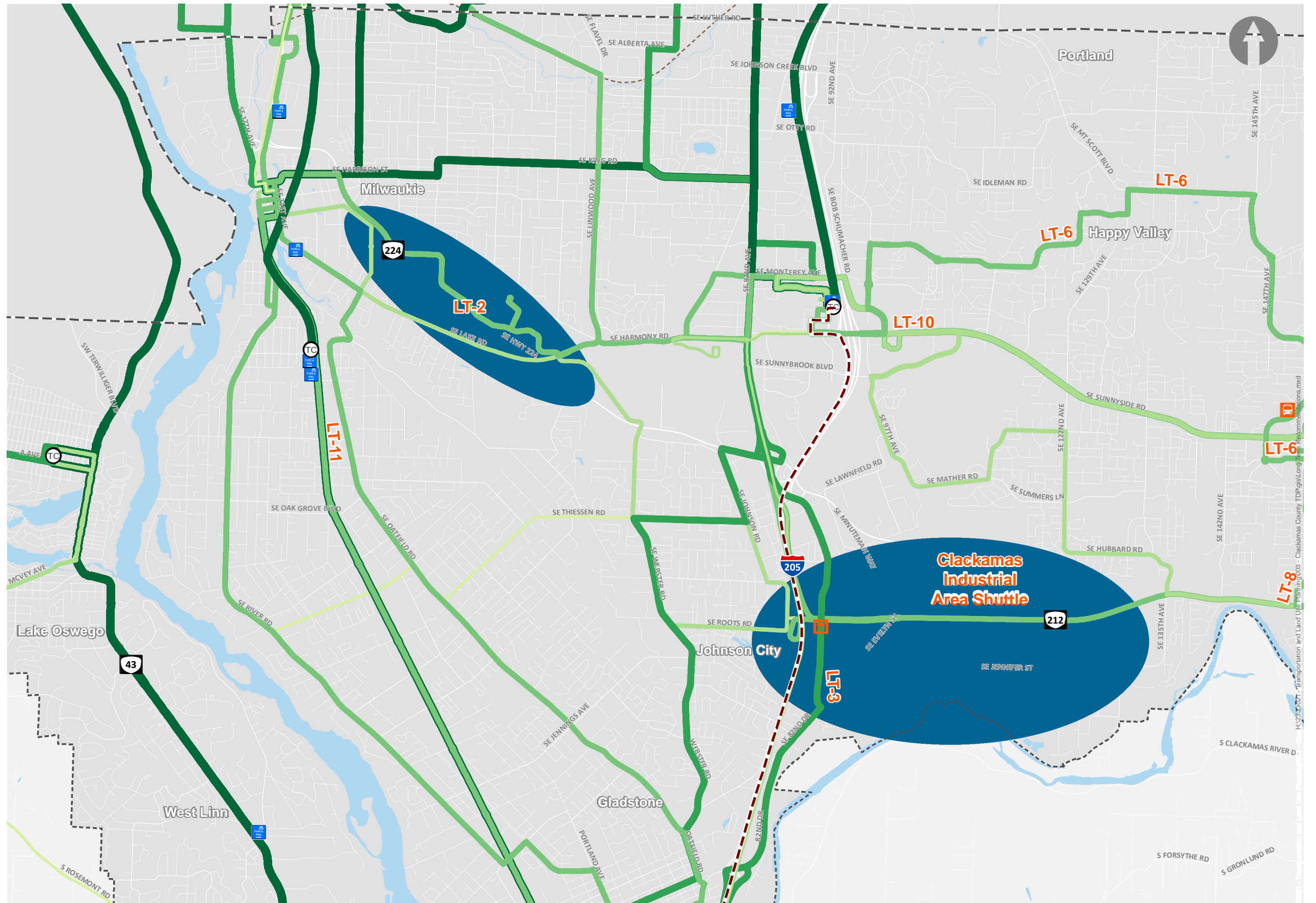
- 8 or Fewer Runs per Day
- 9 - 16 Runs per Day
- 17 - 32 Runs per Day
- 33 - 64 Runs per Day
- 65 or More Runs per Day

**Long-Term Trips**

- 9 - 16 Runs per Day
- 17 - 32 Runs per Day

**Planned Services**

- Wilsonville to Clackamas Town Center
- Tualatin Shuttle (New)
- Mobility Hub
- Transit Centers
- Park and ride lots
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- County Boundary

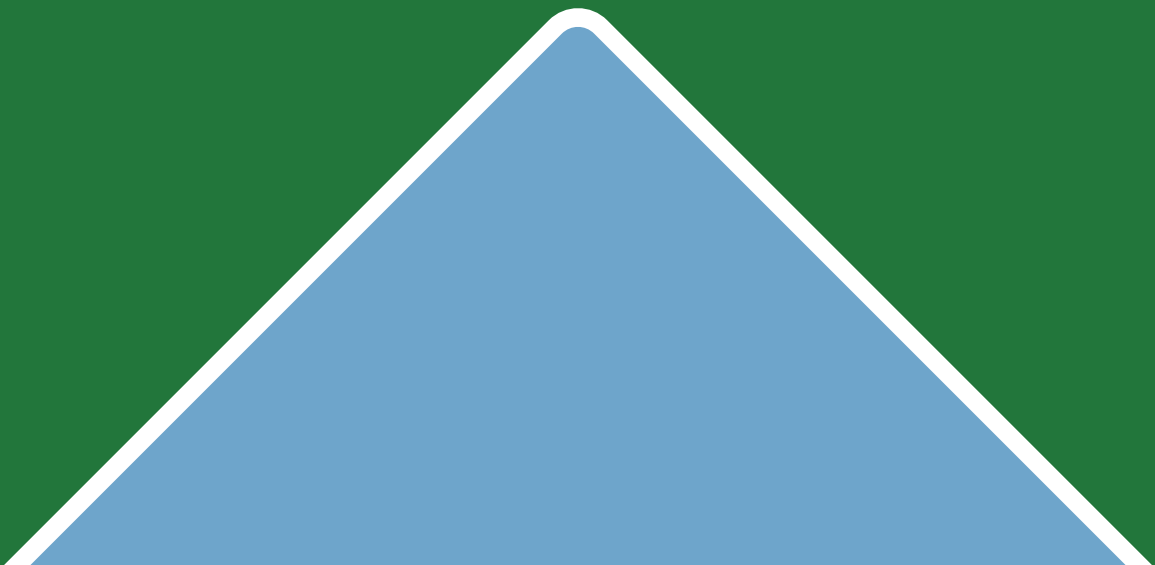


**Long-Term Recommendations  
Clackamas County Transit Development Plan**

0 1 Miles

# INFRASTRUCTURE PLAN

- TRANSIT CENTERS AND STOP IMPROVEMENTS
- BICYCLE AND PEDESTRIAN FACILITIES
- INFORMATION AND TECHNOLOGY



# Infrastructure Plan

---

The following section summarizes the infrastructure investments that interface with transit service in Clackamas County, as well as information and technology that is available across the county's multiple transit providers. Additional information can be found in *Reference G: Future Solutions Strategies Memorandum*.

## Transit Centers and Stop Improvements

Safe and comfortable passenger facilities can improve the riding experience and increase ridership by improving stop visibility, providing protection from poor weather, and improving access to transit. The following sections describe potential implications of and high-level cost estimates for facility improvements.

### Transit Centers and Major Transit Stops

Transit centers provide a transfer point for bus routes and other transit services, while major transit stops are typically provided at major activity centers. In addition to providing greater passenger amenities that improve rider comfort, transit centers and major transit stops provide visibility for the transit service, reminding residents and visitors of the availability of the service within their community. The following key concepts should be considered when constructing transit centers or major transit stops:

- The location should consider pedestrian and bicycle access to nearby destinations, ease of access by bus that reduces out-of-direction travel and allows for safe bus operations, and highly visible.
- Size the stop or transit center to accommodate planned 20-year growth, both in terms of the number of buses accommodated and the size of rider amenities.
- Materials used should consider life-cycle costing, which usually points toward high quality, long-lasting materials that have lower on-going maintenance costs.
- The design should maintain sight lines into and across the station and provide adequate lighting.
- Consider public art for transit centers. Art has been shown to discourage vandalism and can also be used to involve the local arts community in the transit center project.
- Consider amenities such as enhanced shelters, drinking water, and restrooms.
- Locate information displays at transit centers and at some major stops to provide system-wide data, real-time information, transfer times between routes, and general schedule and overall system information.
- Incorporate tree planting and vegetation into site design to reduce localized urban heat island effects. Select and plan trees to withstand rain and wind events. Shade parking lots, building walls, and air conditioner condenser units.
- Incorporate pervious pavement and light color paving materials into parking lots and other surfaces to support storm water management and reflect sunlight to promote cooling.
- Design indoor spaces to intentionally protect against outdoor pollutants (whether from climate change impacts or vehicular exhaust pollutants) with high quality ventilation and filtration systems.

Current bus stops that have more than ten passenger boardings a day should be considered major stops, and merit consideration for a higher level of improvement (relative to the base level amenities found at all bus stops), such as a shelter or information case.

## Bus Stops

Waiting at a bus stop is generally a rider's first direct interaction with the transit system on a given trip; therefore, providing comfortable and safe stops enhance the transit system. The cost for a new bus stop sign and pole, installed, can range from \$300 to \$1,000, depending on the material and the installation conditions. Designated bus stops have the following advantages:

- They provide awareness of the service, improving the visibility of transit in the community.
- They can be located to assure safe bus and passenger access.
- They can be improved with a paved landing pad, for example, to facilitate access by riders needing to use the bus lift or ramp.
- They can consolidate access, reducing the number of stops a bus makes along its route and thereby speeding up the overall trip.
- They can help communicate service information such as route numbers.
- Tactical tree planting and siting can provide shade and protection from extreme weather at bus stops.

Bus stops should be located to allow for safe bus and passenger access.

- Where possible, bus stops would be located near existing or planned sidewalks or other pedestrian connections that allow for safe pedestrian crossing of the street.
- On major roadways bus stops should allow for the bus to stop out of the traffic lane to avoid rear end collisions and discourage unsafe passing of the bus by motorists.
- Major bus stops should have lighting and accommodations for bicycle parking such as racks.

## Shelters

Passenger shelters add to the comfort of waiting for a bus and are generally very popular with riders, **especially in terms of access and usability for people with disabilities**. An “off the shelf” passenger shelter typically costs approximately \$6,000 plus installation. Passenger shelters will incur maintenance costs, both for routine cleaning and repair and replacement as needed. Passenger shelters must be designed to meet the requirements of the Americans with Disabilities Act (ADA) and should be located so as to provide safe and convenient pedestrian and bicycle connections with nearby destinations. In addition to the overhead protection (roof), shelter amenities can include:

- Windscreens
- Benches
- Trash receptacles
- Passenger information

Passenger shelters are recommended at high-use stops and all transit centers. All major stops should have shelters; all transit centers currently do have shelters, but shelters also should be installed at major stops moving forward. The condition of existing shelters at these locations should be reviewed and additional amenities considered, although final prioritization depends on the future service plan.



Figure 25. Simmi Seat  
© 2015 Simme LLC

## Benches

An alternative to a shelter for a stop that has less ridership is a bench. Benches should be considered for stops with at least three boardings per day, although other factors, such as the proximity to senior housing, should be factored into the decision as well. Benches that attach to the bus stop pole (see Figure 25) take up very little space, have low maintenance, and are relatively inexpensive. Installed benches vary in price from \$500 to \$1,500.

## Bicycle and Pedestrian Facilities

This section identifies bicycle and pedestrian infrastructure gaps relative to accessing transit and jobs, primarily considering existing and proposed transit centers and park-and-ride facilities. Virtually every bus rider is also a pedestrian, and bicycles provide an important first/last-mile option for transit. Improvements such as continuous sidewalks on both sides of the street, low-stress bicycle facilities, street lighting, and enhanced pedestrian and bicycle crossings at reasonable intervals can improve transit ridership by facilitating walking and biking access.

The following review of bicycle and pedestrian facilities is based on high-level model data, which may not be complete or entirely up-to-date. As such, this review highlights areas of focus, but relies on county and local jurisdiction transportation system plans (TSPs) to identify specific facility improvements near transit lines. At a high level, the following transit corridors are generally lacking in bicycle and pedestrian facilities:

- Rural highways, such as Highways 99E (Canby – Oregon City), 211, 212, 213, 224, and US 26
- Urban highways, such as Highways 43 and 99E (within the Metro service area)
- Streets in areas with planned future service, such as
  - ◆ Borland Road near Tualatin
  - ◆ Jennings Avenue, Thiessen Road, and Hill Road in Jennings Lodge/Oak Grove
  - ◆ Streets in North Happy Valley, Damascus, and Boring
  - ◆ Streets along the C2C Corridor

The following sections highlight connectivity near transit centers and mobility hubs.

### Bicycle Facilities

Figure 26 shows bicycle facilities within the Clackamas County portion of the Metro service area, including whether those facilities are off-street paths, on-street facilities, or shared roadways, and the location of transit centers and park-and-rides. Some transit centers – such as Clackamas Town Center and the SE Park Avenue MAX Station – have bicycle connections in all directions, while others – such as the Milwaukie and Estacada park-and-rides – have few if any connections. Providing low-stress bicycle facilities to these key transit stops, as well as bike lockers or other secure bicycle storage, can enhance transit ridership and make first/last-mile connections.

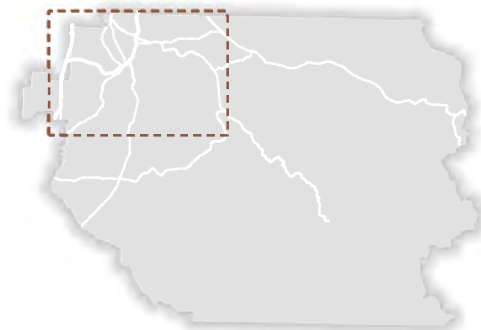
### Pedestrian Facilities






Figure 27 shows sidewalk availability within the Clackamas County portion of the Metro service area, including whether sidewalks are on both sides or one side of the street. The figure also shows the location of transit centers and park-and-rides.

As shown, transit centers in downtown cores such as Oregon City and Lake Oswego generally have good sidewalk connectivity. However, several park-and-rides, such as SE Fuller Road and West Linn, lack connections. While park-and-rides primarily serve vehicular access, their associated stops tend to have higher ridership and therefore a higher level of transit amenities. Therefore, providing bicycle and pedestrian connections to these facilities can improve the rider experience.




Providing access to transit facilities is of particular importance as well as being a legal requirement. Transit centers, shelters, and new or relocated bus stops should be designed to meet the requirements of the ADA. It is recommended that cities, the County, and ODOT prioritize street corners near transit centers and shelters for ADA ramps.

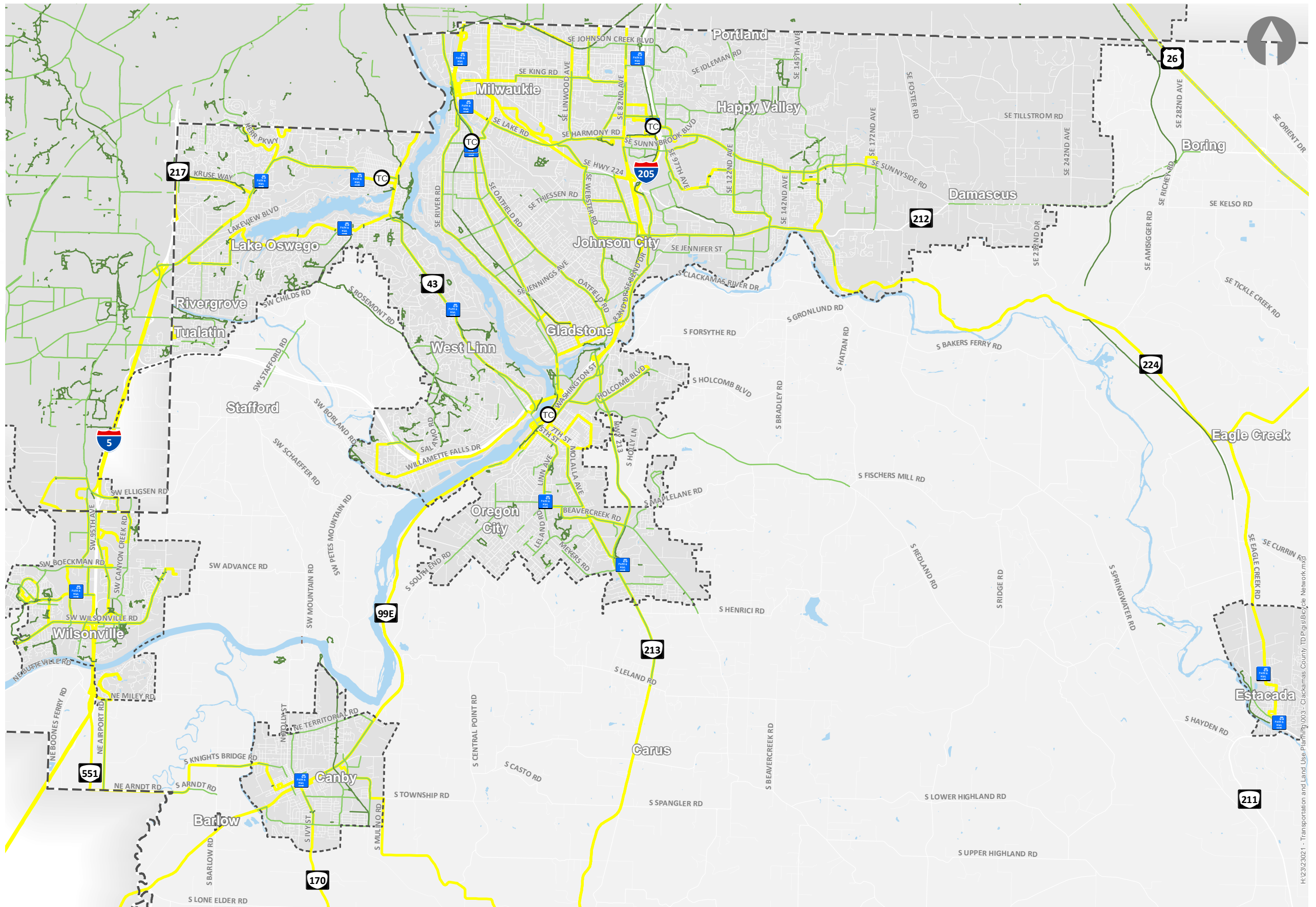




-  TriMet Transit Centers
-  Park and ride lots
-  Transit Routes
-  Urban Growth Boundaries
-  County Boundary

**Bicycle Facility**

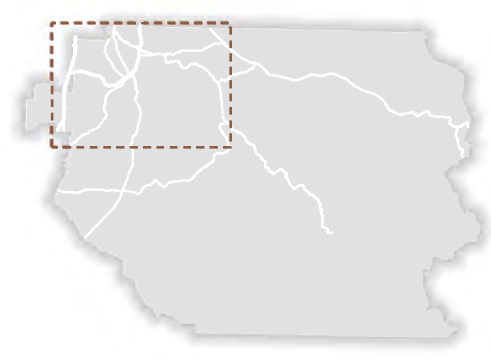
-  Shared Facility
-  On-Street Bicycle Facility
-  Off-Street Bicycle Facility



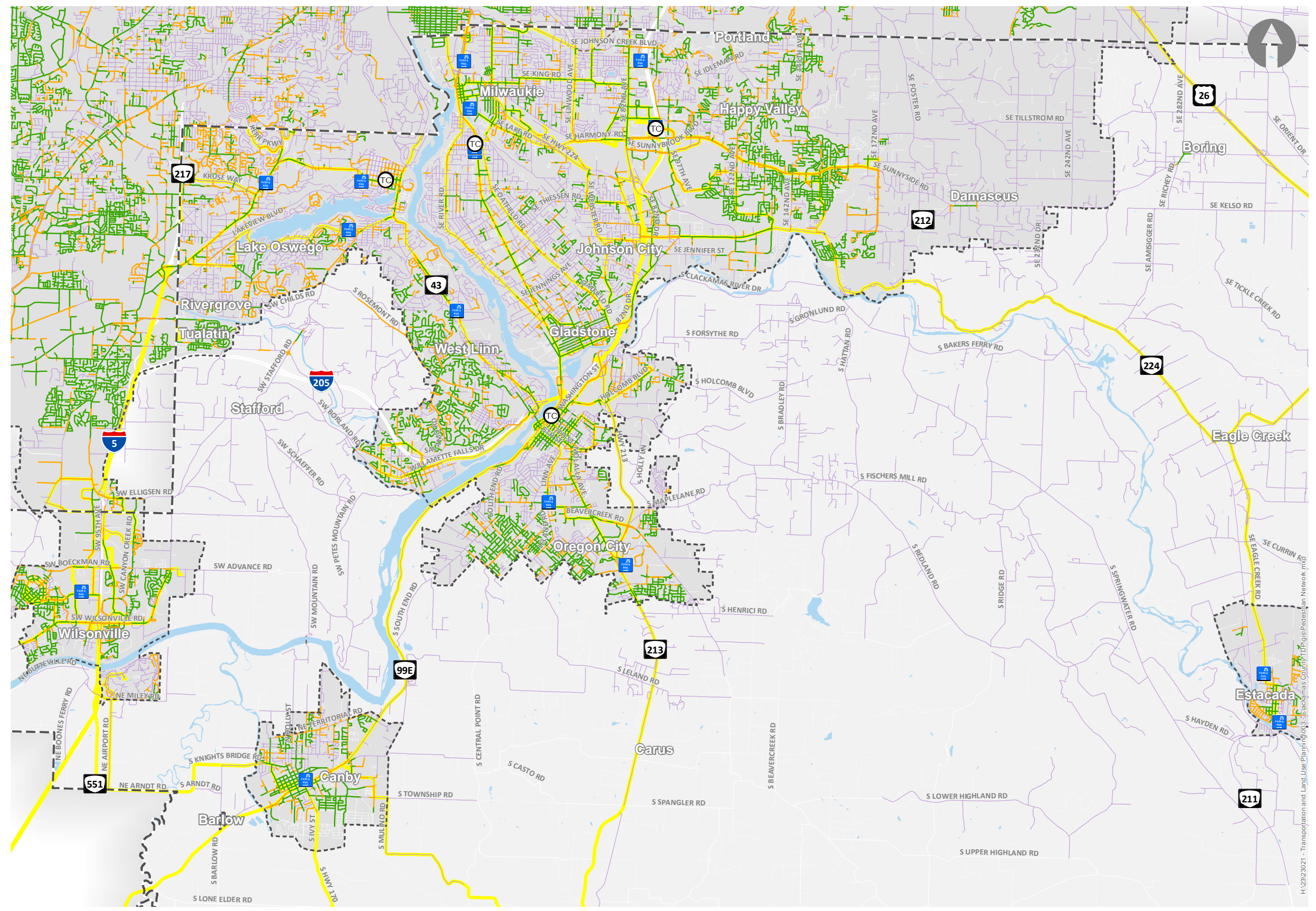
**Bicycle Network**  
**Clackamas County Transit Development Plan**

0 3Miles

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- TriMet Transit Centers
  - Park and ride lots
  - Transit Routes
  - Urban Growth Boundaries
  - County Boundary
- Sidewalk Data**
- Both Sides
  - One Side
  - None



0 3Miles

**Pedestrian Network**  
**Clackamas County Transit Development Plan**

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## Information and Technology

Information and technology services can improve the ridership experience and increase ridership by improving ease of transit use by providing information. The following sections describe potential implications of and high-level cost estimates for information and technology improvements, including real-time vehicle arrival information, fare payment options, and online/mobile trip planning tools.

### Online/Mobile Trip Planning Tool

Trip planning tools can help the public get travel information at any day or time. While some providers create proprietary trip planning tools, free and readily available trip planning tools are available and more fitting to a small transit provider's size and needs. These tools include Google Maps, OneBusAway, Moovit, and Transit. All of these tools depend on the open data format for GTFS-Realtime.

### Real-Time Vehicle Arrival Information

Several Clackamas County transit providers post schedules for all routes, but do not provide real-time vehicle arrival information. Real-time information helps improve the ridership experience by reducing passenger wait times (passengers can choose to show up shortly before the bus arrives), providing passengers with confidence that they haven't missed a bus that is running late, and generally creating a more informed and comfortable rider. This information can be made accessible via websites, smartphones, and "push" technologies such as text messages. The County could conduct a feasibility study on technology options that the various transit providers can use with the goal of integrating arrival information in one location for the transit user, similar to the County's ongoing fare study.

### Fare Payment Options

Fare payment options include smart card-based electronic fare collection systems, mobile ticketing, and more. Offering additional fare payment options may increase ridership and improve the customer experience. In addition, transitioning to mobile systems reduces the effort of collecting and processing paper tickets and cash fares. Implementation costs vary; large systems range from \$35,000 to \$50,000 per vehicle to upgrade, while smaller systems have been implemented for as little as \$21,000 per vehicle.<sup>2</sup>

### Fleet Considerations

Several transit providers in Clackamas County have or are transitioning to low- or no-emissions vehicles. However, several providers use higher emission fuel vehicles. Clackamas County's fleet for the Mt. Hood Express operates on diesel.

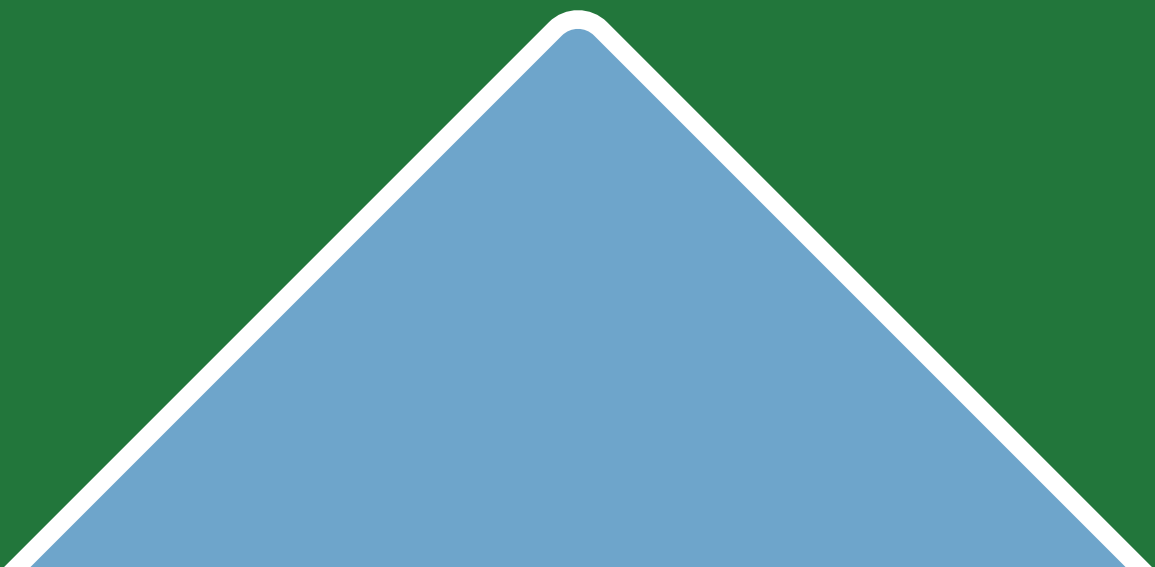
- A bus with hybrid-electric propulsion costs \$150,000 to \$200,000 more than a similar bus with diesel propulsion but will generally reduce fuel costs by approximately 25 to 30 percent.
- A bus with compressed natural gas (CNG) costs \$25,000 to \$50,000 more than a similar bus with diesel propulsion but will generally reduce fuel costs by approximately 25 to 45 percent.
- Challenges in using hybrid-electric and CNG is the additional cost of purchasing new vehicles (typically more than comparable diesel models) and need for charging/dual fueling facilities.

Clackamas County could look for opportunities to transition to no or low-emission vehicles over time, partnering with neighboring transit agencies that have completed or begun their transition.

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<sup>2</sup><https://www.itsknowledgeresources.its.dot.gov/ITS/benecost.nsf/ID/3960B2C6B48F4EE785257F0F004DDAE0?OpenDocument&Query=CApp>

# LAND USE STRATEGIES AND DEVELOPMENT



# Land Use Strategies and Development

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This section identifies potential transit-supportive land use implementation strategies for jurisdictions in Clackamas County. Additional information can be found in *Reference G: Future Solutions Strategies Memorandum*.

The preliminary transit-supportive strategies recommended in this memorandum build on land use strategies identified in previous planning documents, **providing what can be regarded as “best practices”**. Land uses, development density, transportation system connectivity and access, parking requirements, and urban form (e.g., building setbacks) are all regulatory elements and code strategies related to development that impact how supportive an area is for transit service. The resulting set of transit-supportive code strategies is presented in Table 15.

- **Coordination** – Coordination between jurisdictions and transit service providers regarding proposed development is critical to ensuring transit-supportive development occurs. The periods during which an applicant is preparing a development application and when that application is under review by the jurisdiction present key opportunities for this coordination.
- **Uses** – The general idea behind use-related transit-supportive strategies is: (a) to encourage uses that support a high number and density of potential transit riders; and (b) to discourage uses that do not provide many riders or that do not promote a pedestrian-oriented environment that supports safe, convenient, and attractive transit access. Therefore, use regulations proposed in Table 15 promote a variety of uses and high trip generation as well as limit auto-oriented uses that detract from a pedestrian-oriented environment.
- **Development Standards** – Development standards address the intensity and form that development takes. Like use regulations, development standards can be used to promote higher densities of riders near transit, establish a pedestrian-friendly environment, and support transit. Particular transit-supportive development standards that are recommended in Table 15 include those that: require minimum levels of residential and employment density; bring buildings closer to transit streets and connect them to transit stops; and create visual interest and pedestrian amenities along transit street-facing building fronts.
- **Access** – Providing safe and convenient access to transit is critical to its robust use. In addition to requiring access directly from buildings on a site to an existing or planned transit stop, transit-supportive access ensures that transportation network connectivity is high enough to easily reach transit stops by walking and rolling (e.g., biking, scooting, mobility devices). Strategies proposed in Table 15 promote this connectivity through maximum block length standards and required non-motorized access through long blocks.<sup>3</sup>
- **Parking** – Parking affects the transit orientation of development in several ways. Capping the amount of vehicle parking permitted can help make alternatives to driving more attractive. Providing sufficient and well-designed bicycle parking supports bike connections from transit to destinations. The location and design of parking lots – e.g., restricting parking between buildings and the street and requiring landscaping and walkways – play a significant role in making pedestrian access to transit attractive and convenient. Parking areas also provide potential locations for transit stops, park-and-rides, and ridesharing.

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<sup>3</sup> Projects that improve pedestrian and bicycling infrastructure and connections to transit streets are also vital to supporting transit. These types of projects fall within the purview of transportation system planning. Jurisdictions within Clackamas County vary as to how recently their transportation system plans have been updated and when they next expect to conduct an update.

Table 15. Transit-Supportive Land Use Strategies

Transit-Supportive Code Strategy	Notes
Coordination	
Coordination with Transit Provider	Require involvement of transit provider in pre-application conference and/or application review for development applications. Require notice of development application hearings be sent to transit provider
Transit Stop Improvements/Amenities	Work with transit provider to provide seating, lighting, etc. consistent with their development and master plans
Uses	
Accessory Dwelling Units	Allow a minimum of one accessory dwelling unit (ADU)
Mixed Use	Allow or require mixed uses
Major Trip Generator	Allow uses that offer goods or services that attract large numbers of employees or members of the public, such as: <ul style="list-style-type: none"> <li>● Institutional Uses for the Public</li> <li>● Neighborhood Commercial Uses</li> <li>● Major Employment Generating Uses</li> <li>● Major User-Generating Uses</li> </ul>
Non-Transit-Supportive: Auto-Oriented and Auto-Dependent Uses	Prohibit or restrict auto-oriented and auto-dependent uses, including uses that provide goods and services for vehicles and uses (e.g., distribution facilities) where vehicles are a primary and integral part of operations
Non-Transit-Supportive: Drive-Throughs	Restrict or prohibit drive-throughs
Development Standards	
Residential Density	Establish minimum density consistent with local transit service guidelines identified in this memo
Minimum Floor Area Ration (FAR) or Lot Coverage	Establish, e.g., a FAR of 1:1 to 2:1 or no maximum lot coverage
Max. Front Yard Setbacks	Establish, e.g., no minimum setback and maximum 10-foot setback
Pedestrian Amenities in Front Setback	Allow for greater front setback when pedestrian and bicycle space (seating, parking, wider sidewalks, enhanced bicycle facilities, etc.) provided, e.g., up to 20 feet of setback for up to 50% of building face
Pedestrian Orientation (Basic)	Require primary entrance oriented to street and pedestrian connection from building(s) to street (transit stop) Encourage pedestrian amenities (in front setback)
Pedestrian Orientation (Enhanced)	Require building articulation, minimum ground floor windows, and weather protection (e.g., awnings), e.g., windows for minimum 50% of length and minimum 60% of area of street-facing wall; weather protection for minimum 50% of length of street-facing wall and over street-facing entries Require integration of two or more other pedestrian-oriented design features including human-scale building lighting, wayfinding elements, signs, and horizontal/vertical elements (e.g., cornice, columns, transoms)
Additional Height for Housing	Allow for additional building height (up to an alternative maximum) when housing provided, possibly with design requirements such as stepbacks

Transit-Supportive Code Strategy	Notes
Access	
Block Length	Establish maximum block length standards consistent with State of Oregon Transportation & Growth Management Model Development Code for Small Cities, 3rd Edition ("Model Code") <sup>4</sup>
Accessways Through Long Blocks	Require non-motorized accessways consistent with the Oregon Transportation Planning Rule
Parking	
No Vehicle Parking/ Circulation in Front Setback	Prohibit parking and circulation in front setback Related to maximum front setback
Parking Maximums	Potential reduction of existing maximums
Parking Reductions for Transit	Establish reductions (including maximum % reduction) for locations within specified distance of transit
Parking Management Strategy	Consider developing a Parking Management Strategy to evaluate parking needs and manage supply (for integration into future code requirements and/or policy adopted related to the Clackamas County Transit Development Plan)
Landscaping and Walkways in Parking Lots	Set minimum standards for perimeter landscaping, landscaping islands, and walkways through parking lots
Transit-Related Uses in Parking Lots	Allow for redevelopment of existing parking lots to accommodate transit-related uses (e.g., stops, park-and-rides, transit-oriented buildings), provided that other minimum parking standards can be met and the location of the use is appropriate and safe
Preferential Parking for Ridesharing	Require location of rideshare (carpool) parking required to be closest to primary entrance, aside from Americans with Disabilities Act (ADA)-accessible parking
Bicycle Parking	Establish minimum bicycle parking space and design requirements consistent with the Oregon Transportation Planning Rule

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<sup>4</sup> <https://www.oregon.gov/LCD/TGM/Pages/Model-Code.aspx>

# FUNDING AND IMPLEMENTATION OPTIONS

- FUNDING OPTIONS
- IMPLEMENTATION STEPS





# Funding and Implementation Options

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## Funding Options

There are several federal, state, and local funding sources that can be tapped for funding transit service improvements in Clackamas County.

Major funding sources for transit operations and improvements include a range of Federal Transit Authority (FTA) formula grants, such as the urbanized area, rural provider, and elderly and disabled grant programs, as well as discretionary grants for capital improvements, planning, fueling alternatives, and more.

The Statewide Transportation Improvement Fund (STIF) source generated from HB 2017 provides new and additional funding for transit across Oregon. In particular, this funding source allows out-of-district transit routes - crucial to Clackamas County's ability to connect across the different transit districts. Oregon's Special Transportation Fund (STF) also remains a key source of funding at the state level.

Lastly, several transit providers in Clackamas County receive revenues from payroll taxes within their service districts, separate from STIF funds. Other local revenues can include fare revenues, advertising, and contracted service programs.

Table 16 provides an overview of potential funding sources, whether Clackamas County would be a direct applicant to ODOT, FTA, etc. or a sub-recipient such as TriMet's pass-through FTA funds, and what jurisdictions are eligible to receive those funds. Table 17 indicates whether a specific funding source would apply for full funding or partial funding on each TDP project.

Table 16. Potential Funding Sources

ID	Funding Source	Description	Direct (D)/ or Subrecipient (S)	Eligibility			
				MPO	County	City	District
1	Surface Transportation Block Grant (STBG)	Federal flexible funding that may be used for projects to preserve and improve conditions on and performance of any federal-aid highway, bridge, or tunnel project on any public road; pedestrian and bicycle infrastructure; and transit capital projects, including intercity bus terminals. These funds are distributed through Metro's Regional Flexible Fund Allocation (RFFA), and projects are focused on four primary RTP investment priorities – Equity, Safety, Climate Smart Strategy, and Congestion.	S	•	•	•	
2	State Highway Fund	Revenue sources are: motor vehicle registration and title fees; driver license fees; motor vehicle fuel taxes; and weight-mile taxes. Fund expenditures are restricted to construction; improvement; maintenance; operation; and use of public highways, roads, streets, and roadside rest areas.	D		•	•	
3	General Fund	Property taxes from local agencies' permanent tax rate.	D		•	•	
4	Statewide Transportation Improvement Fund (STIF)	Established in the Keep Oregon Moving (HB 2017) transportation funding package, this source funds public transportation operations and capital investments using a formula to mass transit districts, transportation districts, and counties without either type of district. TriMet is the Qualified Entity responsible for allocating STIF formula funds (90% of the program total) to sub-recipients within the tri-county area, including Clackamas County. The County, as a public transportation provider, can directly apply for STIF discretionary grants (5% of the program total) and intercommunity grants (4% of the program total).	S	•	•		•
5	State Special Transportation Funds (STF)	Allocated by the Oregon Legislature every two years. Funds may be used for any purpose directly related to public transportation services for seniors and people with disabilities. Funds managed locally by STF agencies (transit districts, counties without transit districts, tribes) TriMet is the STF agency for the tri-county region; Clackamas County may be a sub-recipient of STF funds through TriMet. The Oregon Legislature has directed ODOT to develop concepts for merging the STIF and STF programs, which may be implemented in the FY21-23 biennium.	S	•	•	•	•
6	Federal Transit Administration (FTA) Grants	Section 5310 Funds: formula funding to states and metropolitan regions for the purpose of meeting the transportation needs of seniors and people with disabilities. ODOT allocates state 5310 funds to rural areas via local STF agency and may reserve for discretionary programs.	D		•	•	•
		Section 5339 Funds: funding through an allocation process to states for small urban and rural areas, and transit agencies in large urban areas, to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities.	D		•	•	•
		Section 5307: formula transit funds for large and small urban districts. TriMet is the designated recipient for the Oregon portion of the Portland metropolitan area.	S	•			•
		Section 5309: capital investment grants: fund major transit capital investments, including heavy rail, light rail, and bus rapid transit.	S	•			•
7	Connect Oregon Funds	Section 5303/4/5: Metropolitan and Statewide Planning. Funds are allocated to states, which then distribute them to regional and local agencies for transit planning.	D	•	•	•	•
8	Private/Public Sponsorships	Projects are eligible for grants covering up to 70% of project costs. A minimum 30% cash match is required from the recipient for all grant-funded projects. Projects eligible for funding from state fuel tax revenues are not eligible for Connect Oregon funding. In transit, funding is typically restricted to transit facilities, but not operating costs.	D	•	•	•	•
9	Congestion Mitigation & Air Quality (CMAQ)	Private/public sponsorships involve a private entity, such as a local business owner, working with the public agency to fund a project (e.g., bus stop shelter and sidewalk connection maintenance). In return for their investment in the community, these business owners often have recognition for their role, providing a marketing venue for the business.	D	•	•	•	•
10	STIP Enhance	Federal flexible funding source to state and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. These funds are distributed through Metro's Regional Flexible Fund Allocation (RFFA), and projects are focused on four primary RTP investment priorities – Equity, Safety, Climate Smart Strategy, and Congestion.	S	•	•	•	•
11	Property Taxes	Funds allocated to projects through a competitive grant application process. Eligible projects include public transit capital improvements.	D		•	•	•
12	Payroll Taxes	Tax assessed on the value of an owned property, a portion of which can be used to fund transit.	D	•	•	•	
13	Business Taxes	Taxes imposed on employers or employees, usually calculated as a percentage of the salaries that employers pay their staff, and generated through deductions from an employee's wages or taxes paid by the employer based on the employee's wages.	D		•	•	
14	Tax Increment Financing	Tax assessed on the net income of businesses near transit facilities/routes.	D		•	•	
15	Tax Incentive Zones	Used to capture additional property taxes generated in the vicinity of transit-specific improvements or areas. This type of funding can also be used to capture a portion of property value increase caused by a particular investment.	D		•	•	
16	Multimodal Impact Fees	Designated areas that provide an indirect avenue for transit funding by potentially increasing fare revenue, sponsorship revenue, etc. by providing tax incentives for businesses and residents near transit-oriented or transit-friendly developments.	D		•	•	
17	ODOT Safe Routes to School Grant Program	Similar to transportation system development charges (SDC), but focused on improvements to multimodal transportation options. In the event a TIF is established, the fixed-route service could work to allocate a portion of funds towards transit-enhancing improvements.	D		•	•	
18	Metro Grant Programs	Eligible projects include safety improvements that positively affect the ability of children to walk and bicycle to school. Projects must be within a public road right-of-way, consistent with jurisdictional plans, supported by the school or school district, within a one-mile radius of a school, and able to be constructed within five years of the application. Project examples include sidewalks, median refuge islands, rapid flashing beacons, etc. The minimum funding request is \$60,000, and the maximum is \$2 million.	D		•	•	•
19	Federal Lands Access Program (FLAP)	Metro provides grant opportunities for various transportation-based projects. One such opportunity is the Regional Travel Options (RTO) grant, which includes Infrastructure and Innovation grants to support light infrastructure that make it easier, more convenient, or safer for people to get around using travel options and Safe Routes to School grants.	S	•	•	•	•
		Improves transportation facilities that provide access to, are adjacent to, or are located within Federal lands. The Program supplements State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators. Grant applications must be jointly submitted by the federal land agency (e.g., US Forest Service) and the agency with maintenance/operating responsibility. If the program is reauthorized by Congress, an application window for Oregon is expected to open in 2021.	S		•	•	•

Table 17. Project Funding Eligibility

Transit Project	Funding Source																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Clackamas Industrial Area			○	●	●	●		●	○		○	●	○	●	○				
Highway 43: Oregon City to Portland			○	●	●	●		○	○		○	●	○			○			
I-205: Oregon City to I-5 Interchange			○	●	●	●		○	○		○	●	○			○			
Oregon City (South and West)			○	●	●	●		○	○		○	●	○			○			
Milwaukie Industrial Area			○	●	●	●		●	○		○	●	○	●	○				
West Lake Oswego/ Kruse Way			○	●	●	●		○	○		○	●	○			○			
Wilsonville (West Wilsonville)			○	●	●	●		○	○		○	●	○			○			
Happy Valley			○	●	●	●		○	○		○	●	○			○			
Canby (North and South)			○	●	●	●		○			○	●	○			○			
Damascus			○	●	●	●		○			○	●	○			○			
I-205: Oregon City to Clackamas Town Center			○	●	●	●		○	○		○	●	○			○			
Jennings Lodge–Oak Grove–Oatfield			○	●	●	●		○	○		○	●	○			○			
Highway 99E: Oregon City to Canby			○	●	●	●		○			○	●	○			○			
Highway 212: I-205 to US 26			○	●	●	●		○			○	●	○			○			
Estacada–Redland–Oregon City			○	●	●	●		○	○		○	●	○			○			
Highway 99E: Oregon City to Portland			○	●	●	●		○	○		○	●	○			○			
Highway 211: Molalla to Woodburn			○	●	●	●		○			○	●	○			○			
C2C Corridor			○	●	●	●		○	○		○	●	○			○			
Highway 213: South of Molalla			○	●	●	●		○			○	●	○			○			
Boring			○	●	●	●		○			○	●	○			○			
East Tualatin			○	●	●	●		○	○		○	●	○			○			
US 26: West of Sandy			○	●	●	●		○			○	●	○			○			
Major Transit Centers	●	●	○	●	●	●	○	○	○	●	○	●	○	●	○	○	○	○	○
Park and Rides	●	●	○	●	●	●	○	○	○	●	○	●	○	●	○	○	○	○	○
Bus Stop Improvements	●	●	○	●	●	●	○	●	○	●	○	●	○	●	○	○	○	○	○
Real-Time Vehicle Arrival Information			○	●	●	●	○	○	○	●	○	●	○			○			●
Trip Planning Tools			○	●	●	●	○	○	○	●	○	●	○			○			○
Fare Payment Options			○	●	●	●	○	○	○	●	○	●	○			○			●
Fleet Considerations			○	●	●	●	○	○	○	●	○	●	○			○			

● indicates an opportunity for full or significant funding

○ indicates an opportunity for partial or limited funding

## Implementation Steps

In addition to implementing short-term, medium-term, and long-term transit services as outlined in Table 12, Table 13, and Table 14, respectively, there are services and planning work that must carry on to meet **the county's growing transit needs**. Table 18 identifies the actions and considerations to support implementation of short-term, medium-term, and long-term recommendations, beyond operating the services themselves.

ODOT requires a STIF plan to be submitted every two years. Public transportation service providers request STIF formula funds through their Qualified Entity (QE), in this case TriMet. This requirement provides an opportunity to make any updates to planned transit investments as demands shift in the future. The Clackamas County HB2017 Transit Advisory Committee helps coordinate STIF planning for all transit agencies in the county except for TriMet. This committee should be included in any ongoing STIF planning work to ensure that future county STIF plans are compatible with those of the county's transit agencies.

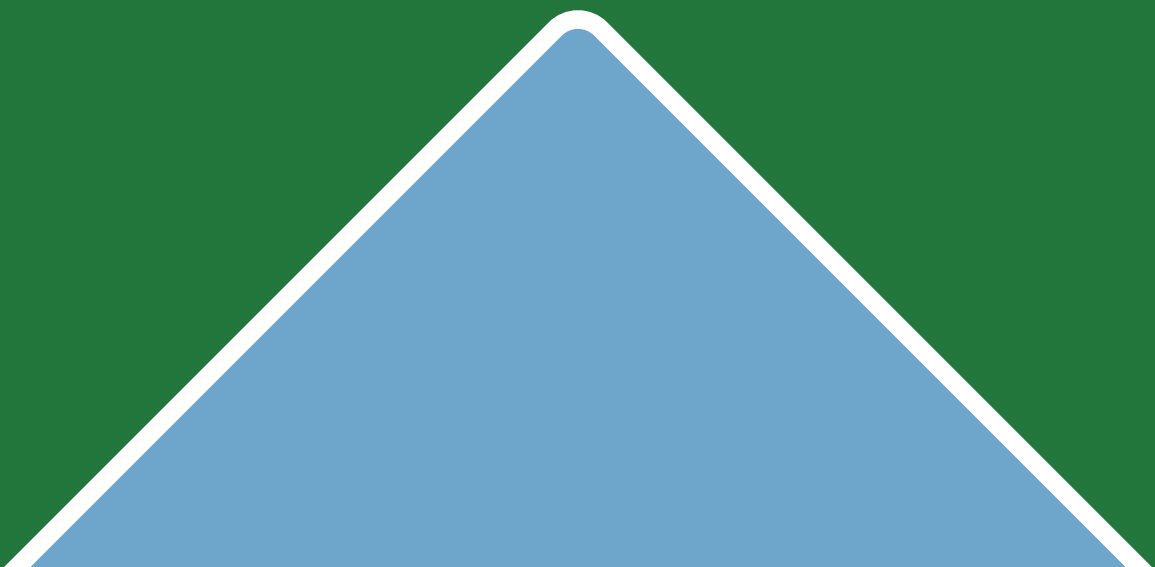
Table 18. Implementation Actions and Considerations

Recommendation	Action	Responsible Party
Throughout		
STIF Planning	Update STIF plan every 2 years for submission	Clackamas County
Transit Vehicles	Monitor transit vehicle needs for transit routes operated by Clackamas County	Clackamas County
General Transit Planning	Monitor potential increases to transit demand across the county	Clackamas County
General Transit Planning	Evaluate existing and short-, medium-, and long-term recommendation transit demand for potential increases	Clackamas County
Information and Technology	Promote real-time vehicle arrival information and other technologies for transit providers; Consider coordinated study, similar to the ongoing fare study	Clackamas County, CAT, CCC, SAM, SCTD, SMART
Short-Term		
Milwaukie Industrial Area	Coordinate Milwaukie Industrial Area Shuttle implementation with City of Milwaukie and TriMet Conduct additional outreach after COVID-19	Clackamas County, TriMet, Milwaukie
Oregon City Transit Center	Conduct further analysis of capacity	Clackamas County, TriMet, Oregon City
Clackamas Industrial Area	Coordinate a mobility hub within the Clackamas Industrial Area	Clackamas County, TriMet, ODOT
I-205: Oregon City to I-5 Interchange	Coordinate a mobility hub within West Linn's Willamette neighborhood	Clackamas County, TriMet, West Linn
Fare Options	Implement steps and findings from Clackamas County transit provider fare study	Clackamas County, CAT, SAM, SCTD, SMART

Recommendation	Action	Responsible Party
Medium-Term		
Highway 212: I-205 to US 26	Coordinate with SAM on the operator of this proposed transit route, TriMet for Clackamas Town Center Access	Clackamas County, SAM, TriMet
Estacada–Redland–Oregon City	Coordinate with county transit providers on transit route operator	Clackamas County, TriMet, CCC, Oregon City
Clackamas Town Center	Monitor capacity and storage availability at Clackamas Town Center	Clackamas County, CCC, TriMet
Happy Valley	Implement a mobility hub in Happy Valley	Clackamas County, TriMet
Boring	Implement a mobility hub in Boring	Clackamas County
Long-Term		
Estacada / Eagle Creek	Implement a mobility hub in Eagle Creek	Clackamas County, TriMet

# MONITORING PROGRAM

- ANNUAL REVIEW OF PERFORMANCE MEASURES
- BIENNIAL REVIEW OF PERFORMANCE MEASURES
- OTHER PLANNING EFFORTS



# Monitoring Program

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The following section provides a program to track performance and the success of the recommendations. The program is data-driven and is founded on performance measures that can be tracked on a regular basis through set benchmarks. This program enables a dynamic system where service adjustments can be implemented and justified following performance evaluations.

Performance measures are divided into monitoring on an annual and biennial basis. Most performance measures should be reviewed each year; the performance measures set for biennial review are not as likely to fluctuate on an annual basis. As these performance measures are reviewed, the county may adjust how often specific performance measures need to be examined.

## Annual Review of Performance Measures

The following performance measures should be, ideally, tracked annually to understand how the county's transit network is changing. With seven different transit providers, Clackamas County is uniquely positioned to see how the entire network operates and inform specific providers as needed if there are gaps, issues, or other concerns that are raised from these performance measures. Several of these measures are minor mapping updates and others are metric changes that could be quickly summarized by each provider (ex. Route Z added 3 hours of service per day, Provider Y added mobile payments), and thus are not expected to be a substantial effort for the County.

### Intercommunity Connections (Connectivity Goal)

- New or enhanced intercommunity connections: A qualitative measure reviewing mapped transit routes and their frequency, community population sizes, and census data regarding underrepresented communities to identify needs and gaps. Focuses on routes between communities.

### Communities with Transit Access (Connectivity Goal)

- The number of communities with access to transit: A qualitative measure reviewing mapped transit routes and their frequency, community population sizes, and census data regarding underrepresented communities to identify needs and gaps. Evaluates both intercommunity routes and local service, as well as connections to regional resources such as medical facilities and social services.

### Service on Regional Corridors (Sustainability Goal)

- The number of directional runs per day per transit corridor: Measures service on transit corridors across the county. Different thresholds should be set for urban and rural environments.

### Service Span & Frequency (Customer Experience and Mobility Goal)

- Service span per route: Examines the overall time that a route is in operation on a daily basis, with emphasis on where early morning and/or later evening service hours are offered. Weekday and weekend service span should be separated if weekend service is offered on a route. Compares the service span provided, including early morning/late evening service hours and weekend service. Tracks percentage of routes operating on Saturdays and Sundays and number of runs per day (span/frequency proxy). Table 19 shows the service frequency and service span for all transit routes in Clackamas County.

Table 19. Service Frequency and Hours of Service LOS for Transit in Clackamas County

Level of Service	Service Frequency (Headway)	Hours of Service (Service Span)
A	0 Routes (0%)	12 Routes (26%)
B	1 Route (2%)	9 Routes (20%)
C	10 Routes (22%)	14 Routes (30%)
D	18 Routes (39%)	4 Routes (9%)
E	11 Routes (24%)	6 Routes (13%)
F	6 Routes (13%)	1 Route (2%)

System Ease of Use (Customer Experience and Mobility Goal)

- Improvements made to travel between communities or transit providers: A qualitative measure that tracks improvements such as fare integration, technology improvements, and timed transfers.

### Biennial Review of Performance Measures

The following performance measures are either less likely to change in a significant way on an annual basis and do not need to be tracked each year, or measures that are time-intensive to evaluate on an annual basis.

Service to Underrepresented Populations (Equity, Health, and Safety Goal)

- The percentage of underrepresented populations living within ¼ mile of a transit stop: Examines underrepresented populations, including low-income households, communities of color, and people with disabilities (among others) using the TNEXT tool. This metric could include evaluating the service available at different levels of frequency, similar to the percent of general population served at different levels of service (see Table 21 and Figure 28).

Access to Jobs (Equity, Health, and Safety Goal)

- The percentage and/or number of jobs located within ¼ mile of a transit stop: In particular, focus on low-wage employment locations relative to transit using the TNEXT tool.

Service Hours Per Capita (Customer Experience and Mobility Goal)

- Service hours per capita within ¼ mile of a transit stop: This metric can be used to show service hours across the county's transit network, which could highlight gaps in the existing transit network and can be evaluated using the TNEXT tool. Table 20 shows the service per capita across the three counties that comprise the Portland metropolitan area.

Table 20. Service Hours per Capita

County	2017 Population	Population Density (per Square Mile)	Population Density of Area served by Transit (per Square Mile)	Service Hours	Service Hours per Capita
Clackamas	412,672	213.8	3,285.1	41,411	0.10
Washington	588,957	789.9	4,558.4	57,391	0.10
Multnomah	807,555	1,828.9	5,526.5	236,333	0.29



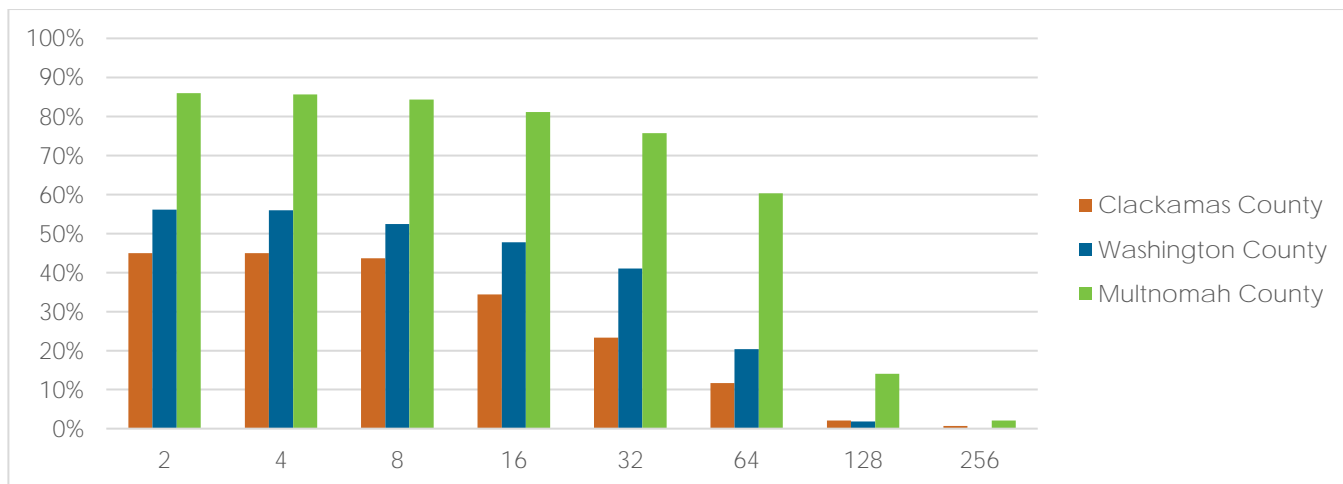
Population Served (Customer Experience and Mobility Goal)

- The percentage of people within ¼ mile of a transit stop at different levels of service: Examines the percentage of the general county population living within ¼ mile of a transit stop for lines with 15 minute headways or better, 30 minute headways or better, and greater than 30 minute headways. Examine areas inside and outside the Metro urban growth boundary separately, and the headway thresholds for these two areas may be different to reflect the different service goals between urban and rural transit providers. Table 21 and Figure 28 show the percentage of county population that lives within a quarter-mile radius of a transit stop based on the number of times a stop is visited per day.

Table 21. Resident Access to Transit Stops (0.25-mile radius) by Level of Service

County	Visits per Day - Resident							
	2	4	8	16	32	64	128	256
Clackamas County	45%	45%	44%	34%	23%	12%	2%	1%
Washington County	56%	56%	52%	48%	41%	20%	2%	0%
Multnomah County	86%	86%	84%	81%	76%	60%	14%	2%

Figure 28. Resident Access to Transit Stops (0.25-mile radius) by Level of Service



Walking and Bicycling Access (Equity, Health, and Safety Goal)

- The percentage of transit stops with walking or bicycling access: This is defined as having a sidewalk/path or bicycle lane/path connecting to the stop. Transit route, transit stop, sidewalk, and bicycle infrastructure shapefile data would be needed to analyze connections in GIS. Areas inside and outside the Metro urban growth boundary should be examined separately.

Low- or No-Emission Fleet (Sustainability Goal)

- Percent of fleet that uses low- or no-emission vehicles: Encourage all transit providers to move toward low- or no-emission transit vehicles and should track this data across all transit providers.

Capital Costs (Sustainability Goal)

- Capital costs for new or enhanced service: Examine county capital costs as well as transit agency capital costs for agencies in the county or for money spent on service in Clackamas County.

## Annual Operating Costs (Sustainability Goal)

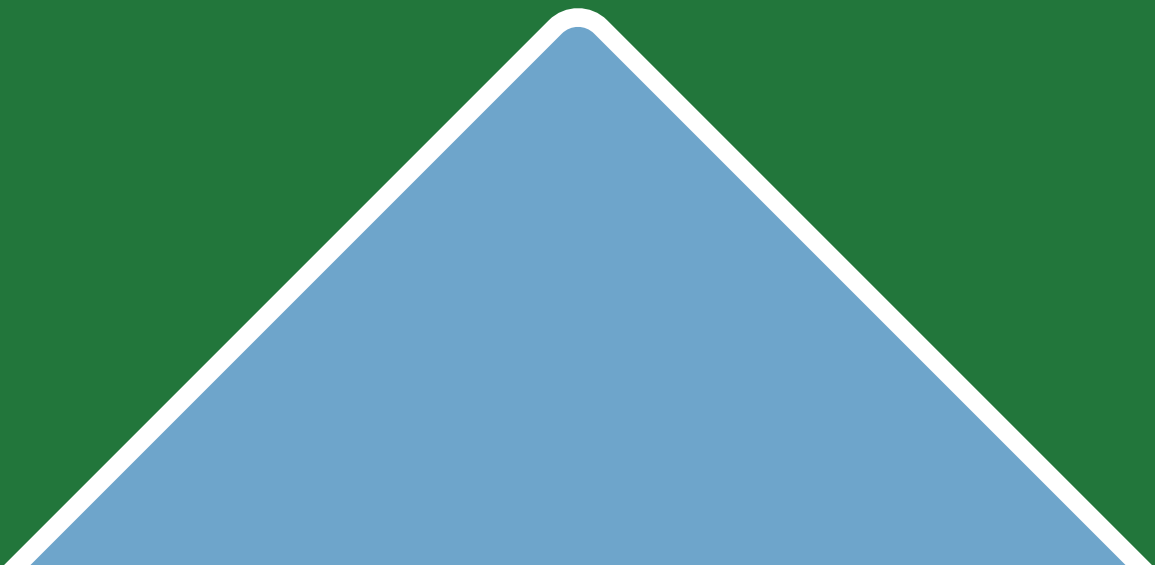
- Annual operating costs for new or enhanced service: Tracks costs for service provided by the county, as well as new service managed by transit agencies operating in Clackamas County.

## Other Planning Efforts

In addition to Clackamas County, there are six other transit providers in the county. These providers are better suited to track more traditional transit service metrics, such as on-time performance, farebox recovery, cost per service hour, annual passenger trips, and so on. Since Clackamas County is taking a larger role in the disbursement of STIF funds, it is important that these transit providers keep the county informed of these metrics so the county can take a system-wide approach when searching for solutions to transit challenges as they arise.

In addition, ODOT is leading a strategic planning project to improve transit services on and around Mt. Hood. The Vision Around the Mountain project is bringing together several partners from the TDP, including Clackamas County, Mt. Hood Express, ODOT, SAM, and TriMet to form a cohesive vision for transit in the Mt. Hood area. The county should work to ensure that the Vision Around the Mountain goals and performance measures are in alignment.

# TDP UPDATE SCHEDULE & NEXT STEPS

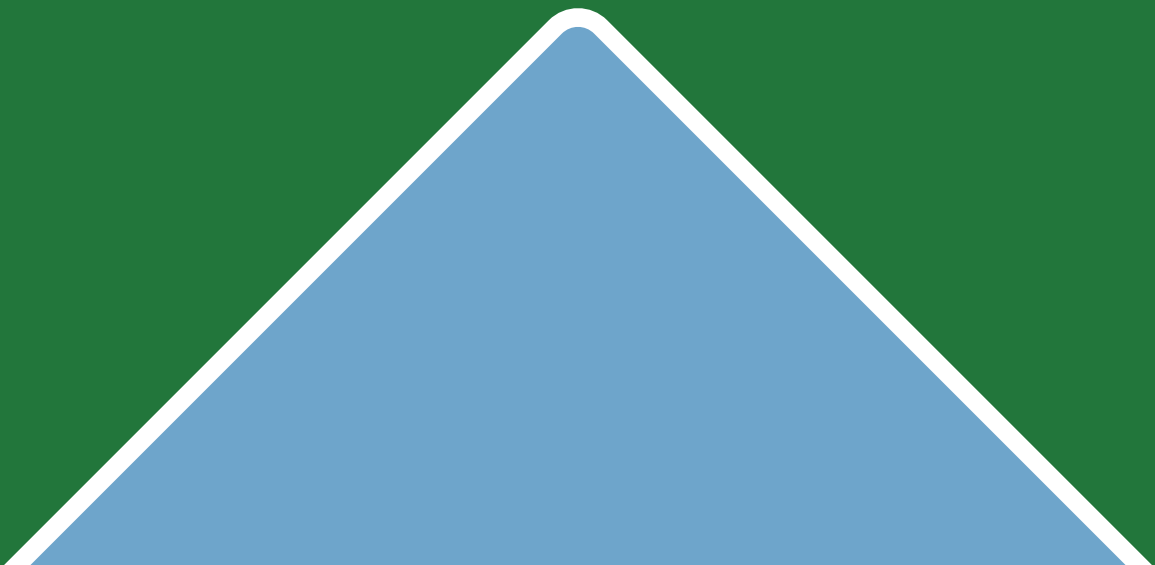


## TDP Update Schedule & Next Steps

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The TDP should be updated every five years or so, roughly in line with the short-, medium-, and long-term recommendations implementation. This will allow the County to monitor progress in implementing identified projects, update the future financial outlook and planning, and verify the population, land use, and growth trends used to determine and prioritize service enhancements. Clackamas County needs to update its STIF plan every two years per the STIF rules, but such a plan does not necessitate an update to the TDP.

# REFERENCES



# References

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- A. *Public Involvement Plan*
- B. *Outreach Summary*
- C. *Goals, Objectives, and Performance Measures Memorandum*
- D. *Background Information and Existing Conditions Memorandum*
- E. *Title VI Assessment*
- F. *Needs Identification Memorandum*
- G. *Future Solutions Strategies Memorandum*



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 29, 2021

Board of Commissioners  
Clackamas County

Members of the Board:

Public Hearing to Permit a Gate on Hofeldt Drive

<b>Purpose/Outcomes</b>	Permitting a gate on Hofeldt Drive
<b>Dollar Amount and Fiscal Impact</b>	Application and processing fee received.
<b>Funding Source</b>	N/A
<b>Duration</b>	As deemed by the Board
<b>Previous Board Action</b>	4/13/21: Setting a Hearing date for 4/29/2021
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Counsel Review</b>	Reviewed and approved by County Counsel on 4/20/21 NB
<b>Procurement Review</b>	This item was not processed through Procurement. This item has no involvement with procurement.
<b>Contact Person</b>	Douglas Cutshall, Engineering Technician 503-742-4669

**BACKGROUND**

The County received an application to gate a section of Hofeldt Drive. The Petition to Gate has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting the public road proposed to be gated. On April 13, 2021, the Board set a date to hear testimony from residents currently adjoining or using Hofeldt Drive to access their property. Hofeldt Drive is a Non-Maintained Local Access Road located near Welches, north of Highway 26, and was dedicated to the public August 25, 1925. The portion of Hofeldt Drive at issue serves two permanent residents and the petitioners' community water supply. The petitioners wish to gate a portion of Hofeldt Drive lying northerly of Woodlands Road to their northerly property line being Lot 49, Block 7 of said plat. A 12 foot deep, 25 foot wide, seasonal creek effectively cuts off Hofeldt Drive at or near the said Lot 49, preventing further travel of the right of way.

The portion of Hofeldt Drive the petitioners propose to gate contains approximately 21,600 square feet, being a graveled surfaced one lane road. As noted in the attached Road Official's report, the Road Official finds that this section of Hofeldt Drive serves no public need and is not a benefit to the traveling public. Gating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

State law and the County Code specifically give the Board jurisdiction to deny or allow a permit for the construction of a gate across said Hofeldt Drive. Pursuant to County Code 7.03.090(M),

the Board may impose conditions on the gate permit as follows:

- a. Specifications regarding the method and means of construction of the gate;
- b. A requirement that the person issued the permit shall bear all costs of construction and maintenance of the gate; and/ or
- c. Any other conditions the Board deems reasonable.

After holding the hearing, the Board may:

- 1) permit Rhododendron Water Association to construct a gate across Hofeldt Drive;
- 2) permit Rhododendron Water Association to construct a gate across Hofeldt Drive subject to conditions regarding the gate or the construction thereof; or
- 3) deny Rhododendron Water Association's request to construct a gate across Hofeldt Drive.

Once the Board has made its decision, staff will draft an order formalizing the decision and place it on the consent agenda at a later Business Meeting for formal approval.

**RECOMMENDATION**

Staff respectfully recommends that the Board hold a public hearing to consider the gating of this portion of Hofeldt Drive.

Sincerely,

*Douglas Cutshall*

Douglas Cutshall  
Engineering Technician



## MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: April 15, 2021

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE GATING OF A PORTION OF HOFELDT DRIVE**

**LOCATION:** Hofeldt Drive, located near Welches lying north of Highway 26, situated in the Map of Mount Hood Woodlands, Plat Number 518 and, the NE1/4 of Section 3, T.3 S., R.7 E., W.M.

**FACTS AND FINDINGS:** Hofeldt Drive, a Non-Maintained Local Access Road was dedicated to the public August 25, 1925, This portion of Hofeldt Drive, serves two permanent residents and the petitioners' community water supply. The petitioners wish to gate a portion of Hofeldt Drive lying northerly of Woodlands Road to their northerly property line being Lot 49, Block 7 of said plat. A 12 foot deep, 25 foot wide, seasonal creek effectively cuts off Hofeldt Drive at or near the said Lot 49, preventing further travel of the right of way.

The portion of Hofeldt Drive to be gated contains approximately 21,600 square feet, being a graveled surfaced one lane road that serves no public need and is not a benefit to the traveling public. Gating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Gate under ORS 368.056 has been filed with the determined fee and, in accordance with Clackamas County Code 07.03.090(M) all requirements have been considered or have been met by the petitioner. Additionally, the requirements as set forth in the Gate Permit Application, acknowledged signatures of owners of 100 percent of private property proposed to be gated and acknowledged signatures of owners of 100 percent of property abutting the public property proposed to be gated. All abutting property owners in this instance have signed the Consent to Gate forms that have been acknowledged by the proper authority. All requirements have been met with the exception of a public hearing.

It is my assessment that the proposed gate will not impinge upon the traveling public's interest.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

**Stephen L. Madkour**  
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**Kathleen Rastetter**  
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**Nathan K. Boderman**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Andrew R. Naylor**  
**Andrew Narus**  
**Sarah Foreman**  
Assistants

April 28, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Board Order to Revise the Effective Date of Ordinance No. 09-2020 (Short-Term Rentals)**

<b>Purpose/Outcomes</b>	<i>Revise the effective date of Ordinance No. 09-2020 to delay implementation for one additional year.</i>
<b>Dollar Amount and Fiscal Impact</b>	<i>N/A</i>
<b>Funding Source</b>	<i>N/A</i>
<b>Duration</b>	<i>Delayed implementation by one year.</i>
<b>Previous Board Action</b>	<i>Board of County Commissioners held a first reading of Ordinance No. 09-2020 on November 5, 2020, and a second reading on November 25, 2020.</i>
<b>Strategic Plan Alignment</b>	<i>The item completes a project in the adopted 2019-2021 Long-Range Planning Work Program.</i>
<b>Counsel Review</b>	<i>April 20, 2021 (NB)</i>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. <i>Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/></i></li> <li>2. <i>If no, provide brief explanation: The item is a revision to the effective date of an adopted ordinance and does not involve any procurement activities.</i></li> </ol>
<b>Contact Person</b>	<i>Nate Boderman, Assistant County Counsel; 503-655-8364</i>
<b>Contract No.</b>	<i>N/A</i>

**BACKGROUND:**

In early 2019, the Board directed staff to look into the most effective ways to potentially allow and regulate short-term rentals (STRs). After nearly two years of work and public outreach to consider the regulation of homes being used as STRs, the Board of County Commissioners adopted a STR registration and regulation program into the County Code on November 25, 2020. The Board has yet to adopt a registration fee to support the STR registration and regulation program, for which implementation is currently scheduled to be begin on July 1, 2021.

Implementation of the STR registration program will ultimately be the responsibility of the

Finance Department, in large part because the Transient Room Tax is administered through this group and the STR registration is directly tied to that tax. Development, administration, and enforcement of the STR program is expected to require one additional FTE in the Finance Dept. and one additional FTE in Code Enforcement.

Prior to implementation, program development requires a fairly significant amount of work, including:

- Developing a webpage,
- Creating public outreach and educational materials,
- Creating application forms,
- Developing a registrant database,
- Technology Services support to create an online application process, and
- Finding or configuring software to use for the program.

Development of this program has not begun for a number of reasons, including:

- the uncertainty of whether STRs were generating income during the COVID pandemic;
- the temporary loss of “seed” money from the Tourism Department during the pandemic;
- the fact the Board’s membership, and possibly priorities, have changed; and
- simply the fact that both the Board and Staff have been dealing with three emergency declarations over the past year.

Because of these factors, the Board, at a policy session on March 30, 2021, decided to delay implementation of this program for one year. This delay will allow time for new staff to be hired and the program developed, including Finance’s implementation of the PeopleSoft A/R module which will be used as part of maintaining this program (launch of this module is expected in late 2021 / early 2022). More importantly, this delay would also allow STR operators more time to recover from the impacts to travel resulting from the COVID-19 pandemic.

**RECOMMENDATION:**

Staff respectfully requests that the BCC adopt the proposed order, the effect of which will be to make Ordinance No. 09-2020 effective on July 1, 2022.

Respectfully submitted,

Nate Boderman  
Assistant County Counsel

Attachments:  
Order  
Adopted Ordinance

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

In the matter of revising the effective date of Ordinance No. 09-2020



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

This matter coming before the Board of County Commissioners, which approved Ordinance No. 09-2020 on November 25, 2020, and which will be effective by its terms on July 1, 2021; and

**Whereas**, it further appearing to the Board that Ordinance No. 09-2020 implements regulations related to short-term rentals and adds a new section to County Code, Chapter 8.10, and makes other conforming amendments to Chapter 2.07; and,

**Whereas**, it further appearing to the Board that due to other priorities that have required the attention and resources of the Board and County staff, including but not limited to the declared emergency conditions related to the COVID pandemic, wildfires, and winter storms, the County is not prepared to implement those regulations set forth in Ordinance No. 09-2020; and,

**Whereas**, it further appearing to the Board that delaying the implementation of Ordinance No. 09-2020 will allow the County enough time to establish the framework to administer the short-term rental program and to properly implement the regulations; now therefore,

**IT IS HEREBY ORDERED** that the Clackamas County Board of County Commissioners hereby revises the effective date of Ordinance No. 09-2020 from July 1, 2021 to July 1, 2022.

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

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**ORDINANCE NO. 09-2020**

**An Ordinance Adding  
Clackamas County Code Chapter 8.10, *Short-Term Rentals*  
and Amending Clackamas County Code Chapter 2.07, *Compliance  
Hearings Officer***

WHEREAS, the Board of Commissioners of Clackamas County finds that a property owner's short-term rental of a dwelling unit is an acceptable activity within the unincorporated areas of Clackamas County; and

WHEREAS, the Board finds that it is in the public's interest to regulate short-term rentals in order to enhance public safety and livability; and

WHEREAS, the Board finds that the short-term rental of dwelling units could have negative impacts on the cost of housing in Clackamas County, and therefore wish to limit those impacts by requiring those short-term rentals located within the Portland Metropolitan Urban Growth Boundary to be located on the same tract as the owner's primary residence,

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

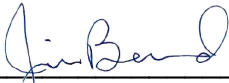
**Section 1:** Chapter 8.10, as shown on Exhibit "A", which is attached hereto and incorporated herein by this reference, is hereby added to the Clackamas County Code.

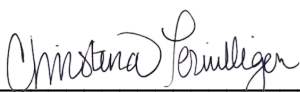
Section 2: Chapter 2.07 is hereby amended to add a reference to Chapter 8.10, *Short-Term Rentals*, in the second paragraph of Section 2.07.010 for purposes of clarifying that enforcement of the *Short-Term Rental* Chapter shall be processed under the provisions of Chapter 2.07.

**Section 2:** Effective Date. This Ordinance shall be effective on July 1, 2021.

ADOPTED this 25 day of November, 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Chair

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

## Chapter 8.10

### 8.10 SHORT-TERM RENTALS

#### 8.10.010 Purpose

The purpose of this chapter is to regulate short-term rentals in order to enhance public safety and livability within the unincorporated areas of Clackamas County. Specifically, this chapter addresses public safety concerns typically associated with short-term rentals, and clarifies the process for both property owners and staff related to permitting short-term rentals and enforcing violations of these standards.

#### 8.10.020 Definitions

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter.

- A. ADMINISTRATOR means the County Administrator of Clackamas County or his/her designee.
- B. DWELLING UNIT is a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. For the purposes of this chapter only, a guest house is considered to be part of the dwelling unit to which it is accessory, even though it is a separate structure. Guest house shall have the meaning given to that term in Section 202 of the Clackamas County Zoning and Development Ordinance.
- C. OCCUPANTS means persons who are authorized to stay overnight within a short-term rental.
- D. OWNER is the owner or owners of a dwelling unit used as a short-term rental.
- E. OVERNIGHT means anytime between the hours of 10 p.m. and 7 a.m. on the following day.
- F. PREMISES means the short term rental and the lot on which it is located.
- G. PRIMARY RESIDENCE means a dwelling unit where an owner lives most of the time. At a given time, an owner does not have more than one primary residence. For purposes of determining whether a dwelling unit is a primary residence, the County may consider factors that include, but are not limited to: whether the dwelling unit is the legal residence of the owner for purposes of voting, motor vehicle/driver licensing, income tax calculation, and the time the owner has spent at the dwelling unit.
- H. REGISTRANT means the owner, or agent of the owner, designated on the registration to act for the owner, who is responsible for ensuring the short-term rental adheres to all applicable requirements to maintain a short-term rental registration.
- I. REGISTRATION means a short-term rental registration.
- J. SHORT-TERM RENTAL means a dwelling unit, or portion of a dwelling unit, that is rented to any person or entity for lodging or residential purposes, for a period of up to 30 consecutive nights.
- K. SLEEPING AREA means a room or other space within a dwelling unit designed and intended primarily for sleeping.

**8.10.030 Applicability**

This chapter shall apply within the unincorporated areas of Clackamas County including within urban growth boundaries, but shall not apply within the boundaries of any incorporated city. This chapter does not apply to hotels, motels, bed and breakfast facilities, hostels, campgrounds, recreational vehicle (RV) camping facilities, or organizational camps.

**8.10.040 Short-Term Rental Registration Requirements and Fee**

- A. All short-term rentals shall be registered, except that any short-term rental that qualifies for an exemption to the Transient Room Tax under Section 8.02.060(C), as “incidental” use of the property, shall be exempt from the registration requirements set forth herein.
- B. Application forms for a registration for a short-term rental will be available at County offices. Applications for initial and renewal registrations for a short-term rental must be submitted to the County and must be signed under penalty of perjury. The application documents must include at least the following:
1. The location of the premises.
  2. The true names, telephone numbers, and addresses and any aliases of the persons that have, or have had within the preceding year, a financial interest in the premises.
  3. A Land Use Compatibility Statement, signed by a Planning & Zoning Division representative, affirming that the short-term rental complies with Section 8.10.060(A).
  4. Signed affidavit of compliance with all building and fire standards in Section 8.10.060(G), and all applicable requirements in Section 8.10.060(D-F).
  5. Evidence that all current taxes and fees owed to Clackamas County have been paid for the premises.
  6. Evidence that a Transient Room Tax registration form has been submitted to the County.
  7. The name, telephone number, and address of a contact person who shall be responsible and authorized to respond to complaints concerning the use of the short-term rental.
  8. Proof of liability insurance coverage on the short-term rental.
  9. A statement that the registrant of the short-term rental has met and will continue to comply with the standards and requirements of this chapter.
  10. A site plan that identifies, at a minimum, all structures on the property, driveway(s), off-street parking spaces, and garbage receptacles.
  11. A dwelling unit floor plan that identifies, at a minimum, all sleeping areas and other rooms in the dwelling unit.
  12. If the premises includes a guest house to be used as a short-term rental, verification that the guest house is equipped with indoor plumbing equipped with a water closet, lavatory, shower, bathtub or combination bath/shower. All plumbing fixtures must be connected to an approved water supply, and an approved sanitary sewer or private sewage system.
- C. A separate registration application must be submitted for each proposed short-term rental; however only one short-term rental registration shall be approved per dwelling unit.
- D. At the time of submission of a short-term rental registration application, the registrant must pay a short-term rental registration fee. The fee amount shall be set by resolution of the Board of County Commissioners.

- E. A registration is transferable to a new registrant, so long as the new registrant submits notification to the administrator, signed by the original registrant, of the transfer and agrees in writing to comply with the requirements of this chapter. A change of registrant notification form will be available at County offices.
- F. No short-term rental may be publicly advertised for rent unless it has been registered with the County

#### **8.10.050 Registration Termination – Renewal – Fee**

- A. A short-term rental registration terminates automatically two years after the date of issuance, unless a new registration application is approved by the county.
- B. Registrants wishing to continue uninterrupted operation of a short-term rental shall submit a new application to the County a minimum of 30 days prior to the expiration of the registration.
- C. At the time of submission of a new short-term rental registration application, the registrant must pay the short-term rental registration application fee. The fee amount shall be set by resolution of the Board of County Commissioners.
- D. A short-term rental registration terminates automatically if state statutes, regulations or guidelines are modified or changed to prohibit operation of the short-term rental under this chapter.

#### **8.10.060 Standards and Conditions**

Any short-term rental must comply with the following standards at all times, in addition to any other state and local requirements:

- A. Dwelling Unit. The short-term rental must be operated within a legally-established, permanent dwelling unit.
  1. The dwelling unit associated with a short-term rental shall not have been established through a land use approval or other approval process that specifically limited the use of the dwelling unit, the occupancy of the dwelling unit, or the duration of the existence of the dwelling unit. Examples of non-qualifying dwellings include those approved as an accessory farmworker dwelling, a caretaker dwelling, or a temporary dwelling for care.
  2. Guest houses may only be used as a short-term rental if the guest house has been legally-established and where a registrant can demonstrate that the structure is equipped with indoor plumbing, a water closet, lavatory, shower, bathtub or combination bath/shower.
  3. Temporary sleeping accommodations such as tents and recreational vehicles are not considered to be dwelling units under the county's zoning and development ordinance and may not be used as a short-term rental.
- B. Maximum Overnight Occupancy. The number of overnight occupants in the short-term rental shall not exceed the number of occupants authorized in the registration. The maximum overnight occupancy shall be clearly posted in the short-term rental, disclosed in any advertising of the availability of the short-term rental, and included in any rental agreement with tenants. The maximum overnight occupancy authorized in the registration for the short-term rental shall be calculated as follows:
  1. Two occupants per sleeping area, plus four additional occupants.



2. Roll-out beds, fold-out couches, or other similar temporary beds shall not be considered a “sleeping areas” for the purposes of calculating maximum allowed occupancy, but could accommodate the four additional occupants.
  3. In no case shall more than 15 occupants be authorized by a short-term rental registration. If only a portion of a dwelling unit is used as a short-term rental, all occupants, including those occupying the portion of the dwelling unit not used as a short-term rental, shall be counted toward the 15-occupant maximum.
- C. Noise. Notice shall be clearly posted in the short-term rental that identifies and informs occupants of their obligation to abide by the County’s current noise control ordinance standards (Clackamas County Code Chapter 6.05).
- D. Parking. One off-street motor vehicle parking space per two sleeping areas is required. Garage space may be used to meet required parking standards if evidence is provided that there is sufficient cleared garage space to fit a vehicle(s). All required parking spaces must be available for occupants to use.
1. If the short-term rental contains only one sleeping area, one off-street parking space is required.
  2. If the short-term rental cannot provide the required number of parking spaces based on sleeping areas, the registrant may request a reduced maximum overnight occupancy based on available parking. In no case shall the registrant advertise for, or rent to, more persons than are authorized under the reduced maximum occupancy total.
  3. Short-term rentals in dwellings approved under the “resort accommodations” category in the Rural Tourist Commercial district are not required to provide more off-street parking than was required and approved under Zoning and Development Ordinance provisions.
  4. In no event shall vehicles block access for emergency vehicles, block access to the premise, block a parked motor vehicle, or otherwise park in a manner that violates the County’s current parking and towing ordinance standards (Clackamas County Code Chapter 7.01). Violation of this section may subject the offending vehicle to immediate tow pursuant to ORS 98.853.
- E. Garbage. All garbage from a short-term rental shall be legally removed from the premises by the owner, occupant or franchised service provider at least once per week during any week, or portion thereof, in which the short-term rental is occupied. All outdoor garbage receptacles shall be covered. Recycling container(s) shall be available for use by renters.
- F. Registration Identification. The registration identification number assigned to the short-term rental by the administrator shall be included on any advertisement or rental platform where the short-term rental is offered to the public for occupancy.
- G. Building and Fire Safety. A short-term rental shall comply with all ordinances that apply to a dwelling, and all structural components shall be kept in sound condition and good repair. In addition:
1. Working smoke detectors and carbon monoxide detectors shall be installed and maintained in locations as required by the Oregon Residential Specialty Code.
  2. Working fire extinguishers shall be placed in the kitchen and next to each wood burning appliance in an easily accessible location. A minimum of two (2) extinguishers are required in each Dwelling Unit.
  3. Code-compliant pool and hot tub barriers shall be present, if applicable.

4. Every sleeping area shall have not less than one operable emergency escape and rescue opening, including basement sleeping areas. Windows must meet the egress size required when the Dwelling Unit was built and permitted. Use the chart below to determine minimum size egress window based upon the year the house was built.

Year of Construction	Sill Height	Net Opening	Min. Height	Min. Width
Prior to 1964	No requirement	5.0 Sq. feet	No requirement	No requirement
1964 to 1970	48"	5.0 Sq. feet	24"	24"
1970-1976	48"	5.0 Sq. feet	22"	22"
1976-Present	44"	5.7 Sq. feet	24"	20"

5. All exterior building exits shall be clear, operable and available to renters. For Premises located at elevations above 3,500', doors that exit under active roof snow slide zones do not need to be available or operable when snow is present, unless the exit is part of the required primary egress for the Dwelling Unit or building.
  6. All electrical wiring shall be covered, and wall outlets, switches and junction boxes shall have code-approved covers in place.
  7. Electrical panels shall have a clear working space of at least 30 inches wide in front of the panel, and a clear space 78 inches high in front of the panel. All circuit breakers and/or fuses shall be clearly labeled in the event the power needs to be shut off to a certain area or appliance.
  8. All restrictions and prohibitions for burning as determined by the local Fire District shall be observed. All wood-burning fire pits and fireplaces shall be covered or made otherwise unavailable during burn prohibition periods. Contact information for the local Fire District shall be clearly posted in the short-term rental.
  9. The dwelling shall have no open building or zoning code violations.
- H. For any short-term rental located within the Portland Metropolitan Urban Growth Boundary, the dwelling unit to be used as a short-term rental must be located on the same tract as the owner's primary residence. However, the owner is not required to be present on the tract when the short-term rental is occupied. Tract shall have the meaning given to that term in Section 202 of the County's Zoning and Development Ordinance.

**8.10.70 Registration Review**

- A. The administrator shall, within thirty (30) days after receipt of a complete application for a short-term rental registration and applicable fee, either issue the owner a registration or provide notice of denial.
- B. Upon approval, the administrator shall furnish notice of the approval to all property owners of record within 300 feet of the premises, and contiguous properties under the same ownership. This approval notice shall provide the name, telephone number, and address of a contact person who shall be responsible and authorized to respond to complaints concerning the use of the short-term rental.
- C. The administrator may deny a registration application for failure to submit the materials or fee set forth in Section 8.10.040, for failure to meet the standards and conditions set

forth in Section 8.10.060, for submitting falsified information to the County, or for noncompliance with any other applicable County ordinances.

#### **8.10.080 Examination of Books, Records and Premises**

To determine compliance with the requirements of this chapter, the Clackamas County Zoning and Development Ordinance, and any local tax measures, the administrator may examine or cause to be examined by an agent or representative designated by the administrator, at any reasonable time, the premises, and any and all financial, operational and facility information, including books, papers, and state and federal income tax returns. Every owner is directed and required to furnish to the administrator the means, facilities and opportunity for making such examinations and investigations.

#### **8.10.090 Emergency Revocation**

- A. In the sole determination of the Clackamas County Building Official, when a violation of the building code or applicable county ordinance exists at a short-term rental that presents an immediate serious fire or life safety risk, the Clackamas County Building Official may immediately revoke the short-term rental registration as a fire or life safety risk. The Clackamas County Building Official shall provide written documentation of the violation, and notification of the owner's right to appeal, as provided in 8.10.100.
- B. Upon an emergency revocation, the short-term rental shall not be rented or used as a short-term rental unless the revocation is withdrawn or a new short-term rental registration has been obtained.
- C. At any time following the emergency revocation of a short-term rental registration pursuant to this subsection, the Clackamas County Building Official may reinstate the registration upon a re-inspection by the Clackamas County Building Official verifying that the subject building code or county ordinance violation has been corrected.

#### **8.10.100 Administration and Enforcement**

The County encourages owners, registrants, occupants, and affected residents and owners of nearby properties, to cooperate directly to resolve conflicts arising from the occupancy of any short-term rental. Along those lines, the first attempt to remedy a violation of any of the standards in this chapter should be to contact the representative associated with the registration, as identified in the approval notice and the required short-term rental posting. In the event that the listed representative does not respond within 24 hours or does not adequately remedy the issue, the Clackamas County Department of Finance should be notified.

- A. For acts of noncompliance, the Code Enforcement Program of the Department of Transportation and Development shall administer, supervise, and perform all acts necessary to enforce this chapter or any other chapters of the Clackamas County Code applicable to short-term rentals, except as otherwise provided for in state law or in the Clackamas County Code such as, but not limited to, those regulations for which the Clackamas County Sheriff's Office has been vested with enforcement authority.
- B. Except as otherwise provided in this chapter, Chapter 2.07 of the Clackamas County Code shall govern the process for enforcement of this chapter, including but not limited to the notice and procedures associated with any compliance hearing.

- C. An owner that operates a short-term rental without an approved registration, or fails to pay the fees prescribed herein, shall be subject to immediate citation. Additionally, an owner that fails to pay the fees prescribed herein may have their short-term rental registration immediately revoked.
- D. A person who receives a citation for violation of this chapter shall respond within fourteen (14) days of the issuance of the citation by payment of any penalties established under this chapter, or by requesting a hearing as provided in this section.
- E. In addition to citation, the Code Enforcement Program of the Department of Transportation and Development may require an inspection of the premises.
- F. In addition to citation, the Hearings Officer may:
  - 1. Suspend the short-term rental registration until the short-term rental is in compliance with the standards and conditions set forth in Section 8.10.060; or
  - 2. Revoke the short-term rental registration if there have been three separate violations of this chapter related to the same short-term rental within the applicable two-year registration period or three separate documented violations by any occupant of the same short-term rental within the applicable two-year registration period related to the County's noise control ordinance standards (Clackamas County Code Chapter 6.05) or the County's parking and towing ordinance standards (Clackamas County Code Chapter 7.01).
- G. Alleged acts of noncompliance must be based on either:
  - 1. The personal observation of the Sheriff or designee, code enforcement officer, or Clackamas County Department of Finance staff; or;
  - 2. A determination by the Sheriff or designee, code enforcement officer, or Clackamas County Department of Finance staff that there are reasonable grounds to conclude that the alleged acts of noncompliance did, in fact, occur, after either an investigation or following a sworn statement of a person who personally witnessed the alleged incident.

**8.10.110 Penalties**

Violation of this chapter shall be punishable by suspension or revocation of a short-term rental registration, or by a penalty or fine in an amount set by resolution of the Board of County Commissioners. Except in the case of an emergency revocation, any owner may not obtain or renew a short-term rental registration on the premises sooner than one year after the date of revocation.

April 29, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #160440, Amendment 4 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents

<b>Purpose/Outcomes</b>	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons age 60 and over in Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$8,167,334. Funded by Federal OAA Funds and State General Funds designated for the OPI Programs.
<b>Funding Source</b>	Federal Older American Act & State General Fund - \$318,473 of County General Funds are used to meet match requirements for internal programs for the duration of this agreement.
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2021
<b>Previous Board Action</b>	071819-A6, 010920-A3, 043020-A6, 061820-A1
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>Counsel Review</b>	County Counsel reviewed and approved the original agreement on 7/9/19, Amendment #1 on 12/16/19, Amendment #2 on 4/20/20, and Amendment #3 on 5/28/20. Amendment #4 was approved on 3/31/21
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this time processed through Procurement? No</li> <li>2. In no, provide brief explanation: This is an Intergovernmental Revenue Grant agreement. Not subject to Procurement Review.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S#9337

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Intergovernmental Grant Agreement #160440, Amendment 4 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services and Supports. This amendment updates the grant funding for the Social Services Division to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons 60 and over living in Clackamas County. The services provided include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, information and referral

activities, and In-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in their communities for as long as possible.

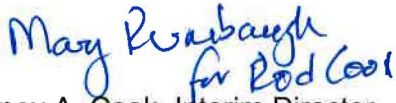
Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, Community Services and Supports. The biennial allocation increased by \$210,361 from \$7,965,973 to \$8,167,344. This agreement reflects the adjustments to the OAA funds with additional program funding for providing services in response to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19. The expenses charged to General Fund to meet the match obligation are the Indirect and Allocated costs associated with the Program Staff who deliver these services. This amendment was reviewed and approved by County Counsel on March 31, 2021. It is effective upon signature.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Staff also recommend that Brenda Durbin, Social Services Division Director; be authorized to accept, and/or negotiate should the need arise, future Administrative Actions as outlined in Sections e. and f. of Amendment #4.

Respectfully submitted,



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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9377  <b>Board Order #:</b> Prior Board Orders: 061820-A1 ,043020-A6; 010920-A3, and 071819-A6	<b>Division:</b> SS <b>Contact:</b> Reid, Stefanie <b>Program Contact:</b> Reid, Stefanie	<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Revenue <input checked="" type="checkbox"/> Amend # 4 \$ \$201,361.00 <input type="checkbox"/> Procurement Verified <input type="checkbox"/> Aggregate Total Verified
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**Non BCC Item**     **BCC Agenda**    **Date:** Thursday, April 15, 2021

**CONTRACT WITH:** 19-21 State of Oregon, #160440 Comm. Svcs & Supports

**CONTRACT AMOUNT:** \$8,167,334.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

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

**INSURANCE** What insurance language is required?

- Checked Off     N/A
- Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_
- Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_
- Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_
- Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

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

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

**COUNTY COUNSEL**

- Yes by: Andrew Naylor    Date Approved: Wednesday, March 31, 2021  
OR  
 This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin Digitally signed by Brenda Durbin  
Date: 2021.04.01 16:52:12 -07'00'  
Date: \_\_\_\_\_

**H3S Admin  
Only**

Date Received: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Date Sent: \_\_\_\_\_

## AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 19-21 State of Oregon, #160440 Comm. Srvs & Suppor

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 4/15/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:**

This amendment adjusts CARES Act award, adds HDC5 award and creates allowance for Administrative Action to replace some amendments as they pertain to funding award changes.

**H3S CONTRACT NUMBER:** 9377





**Grant Agreement Number 160440**

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **04** to Grant Agreement Number **160440** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "**ODHS**" and

**Clackamas County  
Acting by and through its  
Clackamas County Social Services Division (CCSS)  
District 2, Type A  
Serving: Clackamas County  
Attention: Brenda Durbin  
PO Box 2950 - 2051 Kaen Road  
Oregon City, Oregon 97045  
Telephone: 503-655-8640  
Facsimile: 503-655-8889  
E-mail address: [brendadur@co.clackamas.or.us](mailto:brendadur@co.clackamas.or.us)**

hereinafter referred to as "**Recipient.**"

1. This Amendment shall become effective on the date this Amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows. Language to be deleted is ~~struck through~~ and language to be added is shown **underlined and bold**:
  - a. The parties acknowledge and agree that, effective August 7, 2020, all references to Department of Human Services shall mean Oregon Department of Human Services and all references to DHS shall mean ODHS.

- b. Amend ODHS Contact Information on Page 1 of the Agreement as follows:

Oregon Department of Human Services  
 Aging and People with Disabilities **(APD)**  
~~State Unit on Aging~~ **Community Services and Supports Unit**  
 Agreement Administrator: ~~Kristi Murphy~~ **Ann McQueen** or delegate  
 500 Summer Street NE  
 Salem, Oregon 97301  
 Telephone: ~~(503) 945-6140~~ **(503) 930-7293** Facsimile: ~~(503) 373-1133~~  
**Email address: ann.e.mcqueen@dhsosha.state.or.us**

- c. Amend Section 3 Grant Disbursement Generally as follows:

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$7,965,973.00~~ **\$8,167,334.00**. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.

- d. For services provided on or after the effective date of this Amendment, Exhibit A, Part 2, "Payment and Financial Reporting for Older Americans Act and Oregon Project Independent services," Section 1.b., "Funding Appropriations," is amended as follow:

b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall be as set forth below:

Older Americans Act	\$4,078,566	CFDA 93.044, 93.045, 93.043, 93.052, 93.041
NSIP	\$343,532	CFDA 93.053
IT Admin Funds	\$7,293	
Continued <b>Sequestration Mitigation</b> Seq Mitig Spa Funds	<b>\$102,833</b> \$201,117	<b>GF 99.999</b>
Continued EBSPA Funds	\$0	
Oregon Project Independence	\$2,058,266	
Families First Coronavirus Response Act Funding	<b>\$329,632</b> \$313,150	CFDA 93.045
CARES Act Funding, Title III-B, Supportive Services	<b>\$231,696</b> \$218,519	CFDA <del>93.045</del> <b>93.044</b>
CARES Act Funding, Title III-C, Nutrition and Meals Services	<b>\$657,592</b> \$624,548	CFDA 93.045

CARES Act Funding, III-E, Family Caregivers Support Program	<u>\$127,349</u> \$120,982	CFDA 93.045 <u>93.052</u>
Other State Funds	\$0	
<u>HDC5 Consolidated Appropriations Act, 2021 Supplemental Funding, nutrition OAA Title IIC2</u>	<u>\$230,575</u>	<u>CFDA 93.045</u>
<u>Total</u>	<u>\$8,167,334</u>	

- e. Exhibit A, Part 3, “Special Terms and Conditions”, of the Agreement is hereby amended to add a new Section 5, “Amendment by Administrative Action,” incorporated herein by reference and stated as follows:

**5. Amendment by Administrative Action**

- a. The terms of this Grant Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by:

- (1) The provisions of Exhibit B, “Standard Terms and Conditions,” Section 22, “Amendments; Waiver; Consent”; or, if warranted
- (2) In accordance with Exhibit A, Part 3, “Special Terms and Conditions”, Section 6, “Administrative Actions”, below.

- b. The Recipient and ODHS agree that an Administrative Action can be used by ODHS to amend the following Grant Agreement sections only and for the reasons listed:

- (1) Page one of the Grant Agreement for changes to the ODHS or Recipient Agreement Administrator;
- (2) Section 3, “Grant Disbursement Generally”, when accounting for increases in grant funding;
- (3) Exhibit A, Part 2, “Payment and Financial Reporting for Older Americans Act and Oregon Project Independence services,” Section 1, “Funding Appropriations,” Subsection b, to account for changes to the budget structure when accommodating increases in grant funding.

- f. Exhibit A, Part 3, “Special Terms and Conditions”, of the Agreement is hereby amended to add a new Section 6, “Administrative Actions”, incorporated herein by reference and stated as follows:

**6. Administrative Actions**

**Administrative Actions carried out by ODHS shall be conditional upon Recipient's acceptance, and Recipient shall have a 10-business day acceptance period to review an Administrative Action, except when the last day of the acceptance period falls on a State holiday, in which case the Recipient shall have until the end of the next business day.**

**a. If within the 10-business day acceptance period, the Recipient determines the Administrative Action would be better served if considered as an Amendment, the Recipient shall notify, in writing, including by email, the ODHS Agreement Administrator for this Agreement. The written notification must be received by the ODHS Agreement Administrator prior to the end of the 10-business day acceptance period. Upon receipt of the written notification, ODHS will reissue the Administrative Action as an Amendment requiring the consent and signature of both parties.**

**b. At the end of the 10-business day acceptance period, if the Recipient has not notified ODHS of its non-acceptance, the Administrative Action shall become binding upon the parties and incorporated into the Agreement by reference.**

**g.** Exhibit E as shown at <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/Pages/AAA-Financial.aspx> has been updated and is incorporated herein by reference.

**3.** Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

4. **Recipient Data.** Recipient shall provide the information set forth below.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):** Clackamas, County of

Street address: 2051 Kaen Road; P.O. Box

City, state, zip code: Oregon City, OR 97035

Email address: stefanierai@clackamas.us

Telephone: ( 503 ) 320-8884 Facsimile: ( 503 ) 655-8889

**Recipient Proof of Insurance.** Recipient shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein must be in effect prior to amendment execution.

**Workers' Compensation:** Does Recipient have any subject workers, as defined in ORS 656.027? (Check one box):  YES  NO *If YES, provide the following information:*

Workers' Compensation Insurance Company: Self-insured pool

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

**5. Signatures.**

**Clackamas County  
Acting by and through its  
Clackamas County Social Services Division (CCSS)**

**By:**

_____	_____
Authorized Signature	Tootie Smith
County Board Chair	Printed Name
_____	_____
Title	Date

**State of Oregon acting by and through its Oregon Department of Human Services**  
**By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**Approved for Legal Sufficiency:**

_____	_____
Via e-mail by Wendy J. Johnson, Senior Assistant Attorney General	March 22, 2021
Department of Justice	Date

April 29, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant agreement with Central City Concern to provide  
Law Enforcement Diversion Program (LEAD) services

<b>Purpose/Outcome</b>	Central City Concern will continue to provide case management services for individuals that meet LEAD program criteria. LEAD effectively targets individuals experiencing homelessness engaging in low-level criminal activity and helps them improve their circumstances and move toward safety and healing.
<b>Dollar Amount and Fiscal Impact</b>	\$318,032.84 Catalogue of Federal Domestic Assistance (CFDA) #16.838 Clackamas County General Fund – Affordable Housing PLP
<b>Funding Source</b>	U.S. Dept of Justice: Office of Justice Programs <ul style="list-style-type: none"> <li>Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Program (COSSAP). Agreement No. 2020-AR-BX-0056 (CFDA 16.838) (\$214,000)</li> </ul> Clackamas County General Fund <ul style="list-style-type: none"> <li>Affordable Housing PLP (\$104,032.84)</li> </ul>
<b>Duration</b>	Effective date January 1, 2021 and terminates on September 30, 2021
<b>Previous Board Action/Review</b>	n/a
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 3/23/21, AN
<b>Procurement Review</b>	Was the item processed through Procurement? No. Federal Sub-Recipient Grant agreement for continuation of services
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	H3S10046

**BACKGROUND:**

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Federal Subrecipient Grant agreement with Central City Concern (CCC). Since 2019, Clackamas County's Law Enforcement Division Program (LEAD) has improved community health and safety by diverting hundreds of individuals struggling with Substance Use Disorder from the criminal justice system to case management services. CFCC was awarded a three year U.S. Department of Justice grant to retain and enhance the LEAD program implemented by CCC. LEAD strives to connect systems and initiatives to advance a comprehensive, coordinated response to the crisis of substance abuse across the County. Central City Concern has forty years of expertise in delivering services to individuals who suffer from addiction, homelessness, and involvement with the criminal justice system.

*Healthy Families. Strong Communities.*

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

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

This Grant agreement is funded through U.S. Department of Justice and Clackamas County and provides funding for services starting on January 1, 2021 and terminates September 30, 2021. This agreement has a maximum value of \$318,032.84. This initial 9-month contract will allow time to evaluate whether other potential sources of funding will be secured, which will then be factored into a longer-term agreement.

**RECOMMENDATION:**

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

Respectfully submitted,

*Mary R. W. Broughton for Rod Cook*

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



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 10046	<b>Division:</b> CFCC	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Radford, Stephanie	<input type="checkbox"/> Revenue
	<b>Program Contact:</b> White, Elizabeth	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, April 29, 2021

**CONTRACT WITH:** Central City Concern

**CONTRACT AMOUNT:** \$318,032.84

**TYPE OF CONTRACT**

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

**DATE RANGE**

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

**INSURANCE** What insurance language is required?

- Checked Off     N/A
- Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_
- Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_
- Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_
- Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

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

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

**COUNTY COUNSEL**

Yes by: Naylor, Andrew    Date Approved: Tuesday, March 23, 2021

OR

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

**SIGNATURE OF DIVISION REPRESENTATIVE:**



Date: 3.31.21

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

## AGREEMENTS/CONTRACTS

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

**ORIGINATING COUNTY**

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

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Central City Concern

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 4/29/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Central City Concern will work with LEAD partners to provide case management services for Clackamas County individuals that meet program criteria. Law Enforcement Diversion Program (LEAD) effectively targets individuals experiencing homelessness and engaging in low-level criminal activity and helps to improve their circumstances and move towards safety and healing by connecting systems and initiatives to advance a comprehensive, coordinated response to crisis of substance abuse in Clackamas County. This initial 9-month contract will allow time to evaluate whether other potential sources of funding will be secured, which will then be factored into a longer-term agreement.

**H3S CONTRACT NUMBER:** 10046

<b>CLACKAMAS COUNTY, OREGON FEDERAL SUBRECIPIENT GRANT AGREEMENT 21-021</b>	
Project Name: LAW ENFORCEMENT DIVERSION PROGRAM (LEAD) H3S Contract Database Number: 10046	
This Agreement is between <b>Clackamas County</b> , Oregon, acting by and through its Department of Health, Housing and Human Services ("COUNTY"), and <b>Central City Concern</b> ("SUBRECIPIENT"), an Oregon Non-profit Organization.	
<b>Clackamas County Data</b>	
Grant Accountant: Mike Morasko	Program Manager: Elizabeth White
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 650-5435 mmorasko@clackamas.us	Children, Family & Community Connections 112 11th St. Oregon City, OR 97045 503-502-4807 ewhite@clackamas.us
<b>Subrecipient Data</b>	
Finance/Fiscal Representative: Aja Stoner  Central City Concern 232 NW 6 <sup>th</sup> Avenue Portland, Oregon 97209 503-294-1681 Aja.Stoner@ccoconcern.org DUNS: 054344676	Program Representative: Erica Thygesen, MA, MSW, CSWA, CADC III Central City Concern 33 NW Broadway Portland, Oregon 97209 971-295-0332 Erica.thygesen@ccoconcern.org

### RECITALS

Since 2019, Clackamas County's Law Enforcement Diversion Program ("LEAD") has improved community health and safety by diverting hundreds of individuals struggling with Substance Use Disorder (SUD) from the criminal justice system to case management services. LEAD effectively targets individuals experiencing homelessness engaging in low-level criminal activity and helps them improve their circumstances and move towards safety and healing. Clackamas County's Children, Family and Community Connections division ("CFCC") was awarded a three year US Department of Justice ("DOJ"), Office of Justice Programs ("OJP"), Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program Grant ("COSSAP") to retain and enhance the LEAD program and fund coordination of LEAD plus. LEAD plus strives to connect systems and initiatives to advance a comprehensive, coordinated response to the crisis of substance abuse across the County. Under this agreement, Central City Concern ("SUBRECIPIENT") will continue to serve as the case management provider for the LEAD program. CCC has forty years of expertise in delivering services to individuals who suffer from addiction, homelessness, and involvement with the criminal justice system.

SUBRECIPIENT will work with LEAD partners to provide case management services for individuals that meet program criteria.

SUBRECIPIENT is a not-for-profit agency that provides comprehensive solutions to ending homelessness and achieving self-sufficiency

According to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

## AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective upon signature. Eligible expenses for this Agreement may be charged during the period beginning **January 1, 2021** to **September 30, 2021**, a total of nine (9) months.
2. **Program.** The Program is described in attached **Exhibit A: Subrecipient Statement of Program Objectives**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of OJP as provided in their DOJ Grants Financial Guide (<https://ojp.gov/financialguide/DOJ/index.htm>), and in accordance with the regulatory requirements provided at 34 USC 11171-11172 & PL No. 115-141, 132 Stat. 348, 423, which is the source of the grant funding, in addition to compliance with requirements of Title 42 of the Code of Federal Regulations ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** The maximum, not to exceed, amount COUNTY will pay is **\$318,032.84**. COUNTY's funding for this Agreement is as follows:
  - US Department of Justice, Office of Justice Programs
    - Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program (**\$214,000.00**), Agreement No. 2020-AR-BX-0056; CFDA 16.838.
  - Clackamas County General Fund
    - Affordable Housing PLP (**\$104,032.84**)
5. **Disbursements:** 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**. Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to 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 except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end 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.
7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
  - a. Has already accrued hereunder;
  - b. Comes into effect due to the expiration or termination of the Agreement; or
  - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended

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funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **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 SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **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 SUBRECIPIENT.
  - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - e) **Match.** Matching funds are not required for this Agreement.
  - f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in **Exhibit B: Subrecipient Program Budget**. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
  - g) **Indirect Cost Recovery.** SUBRECIPIENT has obtained a negotiated federal indirect cost rate agreement applicable to this Agreement, dated 10/25/2019. The negotiated rate of 15.25% is applicable to all eligible program costs and has been incorporated into **Exhibit B: Subrecipient Program Budget**.
  - h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
  - i) **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: Required Financial Reporting and Reimbursement Request**.
  - j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Semi-Annual/Quarterly/Final Performance Report** for each period (semi-annual quarterly, and final) during the term of this Agreement.

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- k) **Protection of Personally Identifiable Information.** SUBRECIPIENT must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information ("PII") (2 CFR 200.79) within the scope of this program, or 2) uses or operates a "Federal information system" (OMB Circular A-130). SUBRECIPIENT's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed **Exhibit D: Required Financial Reporting and Reimbursement Request** on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D & F**), performance (**Exhibit E**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. 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.
- n) **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, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** 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 <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying**) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** 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 SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is

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<https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to 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 SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Office of Justice Programs on access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY and 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 COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with line-item detail, with each claim for reimbursement for the duration of this award.
- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention No. 2020-AR-BX-0056, 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 Clackamas County, as grantee, under those grant documents.
- v) **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 COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

## 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "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 federal law governing operation of Office of Juvenile Justice and Delinquency Prevention Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) 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. Additional

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requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.

- 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.
- 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. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 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) **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) creates a problem for the design or delivery of 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 COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **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.
- g) **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.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - 2) Procure a commercial sex act during the period of time the award is in effect; or
  - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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



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to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

**12. 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 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, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT 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.
- 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.

**13. 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.** 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.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon, subject to ORS Chapter 180), save and hold harmless COUNTY, the Office of Juvenile Justice and Delinquency Prevention, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this Agreement.

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SUBRECIPIENT(S) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in Exhibit I: Required Insurance.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- 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 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 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.

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

- Exhibit A – Statement of Program Objectives and Work Plan Quarterly Report
- Exhibit B – Program Budget
- Exhibit C – Lobbying Certificate
- Exhibit D – Required Financial Reporting and Reimbursement Request
- Exhibit E – Final Performance Report
- Exhibit F – Final Financial Report
- Exhibit G – Required Federal Terms & Conditions
- Exhibit H – Required Subrecipient Agreement Provisions
- Exhibit I – Required Insurance

*(SIGNATURE PAGE FOLLOWS)*



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## EXHIBIT A STATEMENT OF PROGRAM OBJECTIVES

SUBRECIPIENT will coordinate with LEAD deputy and screen all LEAD referrals to determine if individuals choose to participate in the program. Participation in the LEAD program is voluntary. Individuals who agree to the program (i.e. program participants) will have an understanding about their responsibility in maintaining LEAD eligibility. Participants will complete the appropriate release of information, consent forms, and other relevant forms to provide for an open flow of communication and successful service delivery between referent and provider. SUBRECIPIENT will have clear processes for conducting outreach and receiving referrals.

SUBRECIPIENT will provide appropriate disclosure documents and consents necessary to any individual identified as eligible for LEAD. Once individuals consent to program services, a case manager will be assigned to the client.

SUBRECIPIENT will utilize a fully-integrated approach to assessment addressing participants' needs, including substance use, mental health, physical health and basic needs. SUBRECIPIENT will ensure all program staff are adequately trained in SUBRECIPIENT's approved program practices and will ensure staff are effectively implementing these practices. SUBRECIPIENT will employ motivational enhancement techniques and ensure all program staff are adequately trained and supervised in these techniques.

SUBRECIPIENT will screen and assess all individuals willing to participate. Assigned case managers will schedule an assessment no more than 30 days following the initial screening. For individuals who did not attend their assessment meeting, case managers will attempt to reach out and contact the individual to participate.

SUBRECIPIENT will have case managers provide street outreach and intensive case management services to individuals who have difficulty accessing services. The case management services will provide effective coordination of access to services, establishing service linkages with other agencies and providing assistance in obtaining any programs for which a person is eligible.

SUBRECIPIENT will provide clinical and administrative supervision, utilize direct observation, coordinate daily huddles to staff individuals and discuss barriers, and participate in care coordination meetings weekly with the LEAD operational team.

Length of services will vary depending on individual need, and placement decisions for substance use referrals will be based on use of the American Society for Addictions Medicine ("ASAM") Patient Placement Criteria ("PPC") 3rd Edition.

Services shall include assessment, a Self-directed Action Plan ("SDAP"), case management and referrals to support service needs, including but not limited to substance use, mental health, physical health, employment, housing, vocational rehab, food, basic needs and clothing. Care coordination for all medical and/or behavioral health services shall also be provided. Goals developed in the SDAP will be provided to the LEAD Operations team and will be the basis of care coordination among the collaborative partners.

### Service Description

SUBRECIPIENT will employ the following in the provision of services/brokerage:

*A harm reduction philosophy.* Participants will be engaged where they are; they will not be penalized or denied services if they do not achieve abstinence. The goal is to reduce as much as possible the harm done to themselves and to the surrounding community through problematic drug activity.

*Participant-identified and driven.* Once any acute needs of clients have been addressed, the case manager will work with each participant to design an SDAP which will clearly identify the individual's goals while being involved in LEAD. The plan may include assistance with housing, treatment, education, job training, job placement, licensing assistance, small business counseling, child care, or other services.

*Intensive case management.* LEAD Case Managers will have varying levels of expertise, training, and education in order to assemble a diverse, competent multi-disciplinary team to provide comprehensive assessment, planning and service brokerage. Case managers will link diverted individuals to housing, vocational and educational opportunities and services, treatment, and community services. Participants engaged in problematic drug use require a more holistic approach to case management. Individuals may not only need access to medication supported recovery and other drug treatment options; they may also need access to food, housing, legal advocacy, job training, and other services. Intensive case management provides increased support in accessing these services and assistance in many aspects of the participant's life.

*Peer outreach and support.* There is substantial evidence that highly marginalized populations can be engaged by peers whom the individuals view as knowledgeable about their situation and as credible witnesses to the value of similar programs. Ongoing peer engagement provides support for behavioral changes.

*Trauma-informed care perspective.* Addressing and understanding client's underlying psychological trauma by listening to clients and working to integrate their voices into their service delivery plan.

*Specialty-tailored interventions to address individual and community needs.* Rather than attempting a "one size fits all" approach, community-based interventions will be specifically designed for the population.

*Cultural competency.* Cultural competency is crucial in all aspects of the program, including outreach, case management, and service provision. It is essential that programs tailored to the needs of different racial and ethnic groups, LGBTQ people, immigrants, and other key populations be made available through LEAD program funds. LEAD will not require religious adherence or practice, or advance "reparative" therapies.

#### Outreach

The LEAD Screening/Outreach Coordinator will act as the contact point for all referrals to LEAD case management. This position must ensure effective and efficient communication and collaboration between all partners involved in referring and receiving LEAD qualified individuals.

#### Target Population

LEAD qualifying criteria will determine referral and determine offer of and referral to LEAD programming. Previously, qualifying criteria for program participation was a substance abuse disorder and a criminal offence related to possession of a controlled substance(s). In 2020, Oregon voters passed Measure 110. The measure decriminalizes specific amounts of controlled substances. On February 1, 2021, moving forward, individuals in possession of small amounts of controlled substances will receive a fine instead of charged with a crime. LEAD partners are in the process of adjusting program eligibility criteria to continue serving the target population.

#### Basis for Exclusion-

- o Outcomes of assessment: Individuals will be assessed based on current situations, case-by-case, addressing their ability to engage, interact, and their level of motivation and need.
- o Individuals currently already engaged in a Clackamas County Specialty Court.

#### Protected Information

During the term of this Agreement, SUBRECIPIENT will not provide COUNTY with, or access any database or system maintained by COUNTY that contains, information subject to the Health Insurance Portability and Accountability Act of 1996, and its regulations, or the Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2, and related regulations. In the event such information becomes necessary for SUBRECIPIENT to operate its program, the parties may only access or exchange such information upon execution of an amendment to this Agreement and any additional documentation or agreements as may be required to comply with applicable state or federal law.

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Exhibit B: Budget			
Contractor: Central City Concern			
Program: LEAD			
Address: 232 NW 6th Avenue			
Portland, OR 97209			
Contact Person: Erica Thygesen, MA, MSW, CSWA	CADC III	Agreement Number:	21-021
Phone Number: 971-295-0332		HHS Contract #:	10046
E-mail: Erica.thygesen@cccconcern.org		Agreement Term:	1/1/21 - 9/30/21
Budget Category	Approved Budget (COSSAP)	Approved Budget (County GF)	Total Budget
<b>Direct Costs</b>			
<i>Personnel and Fringe</i>			
Program Manager (0.4 FTE)	\$ 17,685.10	\$ 6,895.03	\$ 23,580.13
Case Manager (4.0 FTE)	\$ 101,401.68	\$ 33,800.56	\$ 135,202.24
FICA Taxes (@7.5%)	\$ 6,698.63	\$ 5,210.05	\$ 11,908.68
Unemployment Taxes (@1.75%)	\$ 1,563.01	\$ 1,215.67	\$ 2,778.68
Workers compensation Insurance (@.80%)	\$ 714.52	\$ 555.74	\$ 1,270.26
Health Insurance (\$7,735 x 4.4 FTE)	\$ 25,525.50	\$ 8,508.50	\$ 34,034.00
Life & Disability Insurance (@1.00%)	\$ 893.15	\$ 694.67	\$ 1,587.82
403(b) Match (@4.50%)	\$ 4,019.18	\$ 3,126.03	\$ 7,145.21
<b>Total Personnel and Fringe</b>	<b>\$ 158,500.77</b>	<b>\$ 59,006.25</b>	<b>\$ 217,507.02</b>
<i>Program costs</i>			
Client Transportation	\$ 7,141.14	\$ 1,558.86	\$ 8,700.00
Client Food		\$ 2,000.00	\$ 2,000.00
Program Expense - Client Rent & Related		\$ 7,800.00	\$ 7,800.00
Program Rent - Managed Housing		\$ 250.00	\$ 250.00
Support Materials		\$ 4,900.00	\$ 4,900.00
Health Services Allocation		\$ 13,200.00	\$ 13,200.00
Furnishings		\$ 702.00	\$ 702.00
Medical Supplies		\$ 200.00	\$ 200.00
Medicine		\$ 150.00	\$ 150.00
Office Supplies	\$ 600.00		\$ 600.00
Printing	\$ 40.00		\$ 40.00
Telephone	\$ 2,300.00		\$ 2,300.00
Vehicle Gas & Oil	\$ 1,000.00		\$ 1,000.00
Vehicle Leases	\$ 6,800.00		\$ 6,800.00
Vehicle Repairs & Maintenance	\$ 500.00		\$ 500.00
Rent - External	\$ 3,500.00		\$ 3,500.00
Employee Education	\$ 2,000.00		\$ 2,000.00
Employee Professional Licenses	\$ 1,100.00		\$ 1,100.00
Employee Morale		\$ 500.00	\$ 500.00
EE Parking, Mileage, Transport	\$ 2,000.00		\$ 2,000.00
Employee Travel	\$ 201.38		\$ 201.38
<b>Total Program Costs</b>	<b>\$ 27,182.52</b>	<b>\$ 31,280.86</b>	<b>\$ 58,443.38</b>
<b>Total Direct Costs</b>	<b>\$ 185,683.29</b>	<b>\$ 90,267.11</b>	<b>\$ 275,950.40</b>
<b>Indirect Costs</b>			
15.25% Federal Indirect Rate	\$ 28,316.70	\$ 13,765.73	\$ 42,082.44
<b>Total Budget</b>	<b>\$ 214,000.00</b>	<b>\$ 104,032.84</b>	<b>\$ 318,032.84</b>
CFCC Program Review: Elizabeth White Department: Children, Family & Community Connections E-mail: ewhite@clackamas.us Phone: 503-502-4807			

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**EXHIBIT C  
LOBBYING CERTIFICATE**

<b>PROJECT NAME: LAW ENFORCEMENT DIVERSION PROGRAM (LEAD)</b> Fund Source: Office of Justice Programs Grant Award (CFDA 16.838)	<b>AGREEMENT No. 21-021</b>
<b>SUBRECIPIENT: Central City Concern</b>	

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

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

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

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

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

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

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

<u>Central City Concern</u>	<u>LAW ENFORCEMENT DIVERSION PROGRAM (LEAD)</u>
Organization Name	Award Number or Project Name
<u>Sean Hubert, Vice President &amp; Strategy Officer</u>	<u>3/31/2021</u>
Name and Title of Authorized Representative	Date

DocuSigned by: Sean Hubert  
Signature  
E32497...



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**EXHIBIT D-1  
 REIMBURSEMENT REQUEST**

Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:

- Request for Reimbursement with an authorized signature
- General Ledger backup to support the requested amount
- Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).

Contractor: Central City Concern	Contract Number: 10046
Address: 232 NW 6th Avenue Portland, OR 97209	Report Period:
Contact Person: Erica Thygesen, MA, MSW, CSWA, CADC III	Agreement Number: 21-021
Contact Info: 971-295-9332	
Term: 1/1/21-9/30/21	Erica.thygesen@cccconcern.org

Budget Category	Approved Budget (COSSAP)	Approved Budget (GF)	Current Draw Request	Previously Requested	Balance Remaining
<b>Direct Costs</b>					
<i>Personnel and Fringe</i>					
Program Manager (0.4 FTE)	\$ 17,685.10	\$ 5,895.03			
Case Manager (4.0 FTE)	\$ 101,401.68	\$ 33,800.56			
FICA Taxes (@7.5%)	\$ 6,699.63	\$ 5,210.05			
Unemployment Taxes (@1.75%)	\$ 1,563.01	\$ 1,215.67			
Workers compensation Insurance (@.80%)	\$ 714.52	\$ 555.74			
Health Insurance (\$7,735 x 4.4 FTE)	\$ 25,525.50	\$ 8,608.50			
Life & Disability Insurance (@1.00%)	\$ 893.15	\$ 694.67			
403(b) Match (@4.50%)	\$ 4,019.18	\$ 3,126.03			
<b>Total Personnel and Fringe</b>	<b>\$ 158,500.77</b>	<b>\$ 59,006.25</b>			
<i>Program costs</i>					
Client Transportation	\$ 7,141.14	\$ 1,558.86		\$ -	
Client Food		\$ 2,000.00		\$ -	
Program Expense - Client Rent & Related		\$ 7,800.00		\$ -	
Program Rent - Managed Housing		\$ 250.00		\$ -	
Support Materials		\$ 4,900.00		\$ -	
Health Services Allocation		\$ 13,200.00		\$ -	
Furnishings		\$ 702.00		\$ -	
Medical Supplies		\$ 200.00		\$ -	
Medicine		\$ 150.00		\$ -	
Office Supplies	\$ 600.00			\$ -	
Printing	\$ 40.00			\$ -	
Telephone	\$ 2,300.00			\$ -	
Vehicle Gas & Oil	\$ 1,000.00			\$ -	
Vehicle Leases	\$ 6,800.00			\$ -	
Vehicle Repairs & Maintenance	\$ 500.00			\$ -	
Rent - External	\$ 3,500.00			\$ -	
Employee Education	\$ 2,000.00			\$ -	
Employee Professional Licenses	\$ 1,100.00			\$ -	
Employee Morale		\$ 500.00		\$ -	
EE Parking, Mileage, Transport	\$ 2,000.00			\$ -	
Employee Travel	\$ 201.38			\$ -	
<b>Total Program Costs</b>	<b>\$ 27,182.52</b>	<b>\$ 31,260.86</b>		<b>\$ -</b>	
<b>Total Direct Costs</b>	<b>\$ 185,683.29</b>	<b>\$ 90,267.11</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Indirect Costs</b>					
15.25% Federal Indirect Rate	\$ 28,316.70	\$ 13,765.73	\$ -	\$ -	\$ 42,082.44
<b>Totals</b>	<b>\$ 214,000.00</b>	<b>\$ 104,032.84</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 318,032.84</b>

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

**CERTIFICATION**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3912).

Prepared by:	
Authorized Signer:	
Date:	
<b>CFCC Department Review</b>	
Name: Elizabeth White	
Department: Children, Family & Community Connections	
Signature:	Date:

**EXHIBIT E**

**DEPARTMENT OF JUSTICE REPORTING SCHEDULE (JustGrants)**

Quarterly Reporting In PMT and Quarterly Financial Status Reports (JustGrants)			Semiannual Reporting In JustGrants		
Reporting Period	Submission Period	Deadline	Reporting Period	Submission Period	Deadline
January 1 – March 31	April 1 – 30	April 30	January 1 – June 30	July 1 – 30	July 30
April 1 – June 30	July 1 – 30	July 30			
July 1 – September 30	October 1 – 30	October 30	July 1 – December 31	January 1 – 30	January 30
October 1 – December 31	January 1 – 30	January 30			

**SEMIANNUAL REPORTING**

SUBRECIPIENT will provide information the COUNTY Project Manager necessary to complete the Semiannual Report **by the 15<sup>th</sup> of the month in the submission period indicated in the DOJ reporting schedule** (<https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/Semiannual-Narrative-Questions.pdf>).

SUBRECIPIENT must notify COUNTY Project Manager of developments that have a significant impact on the Grant support activities. SUBRECIPIENT must inform the Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

In addition to the above listed report, SUBRECIPIENT must notify COUNTY Project Manager of developments that have a significant impact on the Grant support activities. SUBRECIPIENT must inform the Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**QUARTERLY REPORTING**

**The Performance Measurement Tool, or PMT, reports are due by the 15<sup>th</sup> of the month in the submission period indicated in the DOJ reporting schedule.** The PMT is the online data collection tool for Office of Justice Programs’ grant recipients and structured as an online questionnaire.

SUBRECIPIENT will complete the BJA’s Comprehensive Opioid Abuse Site-based Grant Program questionnaire: ([https://www.cossapresources.org/Content/Documents/GrantManagement/coap\\_combined\\_performance\\_measures\\_for\\_fy2020\\_final\\_508.pdf](https://www.cossapresources.org/Content/Documents/GrantManagement/coap_combined_performance_measures_for_fy2020_final_508.pdf)) and submit to COUNTY Project Manager to upload in the PMT reporting system four times per year. The PMT reports capture program activities during the prior 3 months, i.e. the reporting period.

**MONTHLY REPORTING**

SUBRECIPIENT agrees to provide additional reports to COUNTY that inform policy, procedures and practices related to administration of the LEAD program.

SUBRECIPIENT will track and report the following program participant outcomes:

- Number of individuals screened for program eligibility
- Number of eligible participants that received an ASAM assessment and service plan

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- Number of eligible participants that received one or more referrals to supportive services outside of the program
- Number of program participants that had a health related need met (physical health)
- Number of program participants that had a health related need met (mental health)
- Number of program participants that had a health related need met (substance use)
- Number of program participants that had a housing need met
- Number of program participants that accessed permanent housing
- Number of program participants that maintained permanent housing for 12 months, >12 months
- Number of program participants that had an employment need met
- Number of program participants that had a legal need met
- Number of program participants that successfully completed the program (definition of program completion TBD by LEAD partners)
- Demographic data, including race and ethnicity data, for individuals screened for program eligibility and program participants

SUBRECIPIENT and COUNTY will jointly agree on additional performance measures and the format of reporting.

COUNTY agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

**Reports will be submitted electronically to:**

Elizabeth White

Vahid Brown

[EWhite@clackamas.us](mailto:EWhite@clackamas.us)

[VBrown@clackamas.us](mailto:VBrown@clackamas.us)

**MONTHLY FISCAL REPORT AND REIMBURSEMENT REQUEST**

SUBRECIPIENT will submit monthly Fiscal Reports and Requests for Reimbursement referencing grant agreement number **21-021** and contract **#10046**.

1. Requests for reimbursement with required documentation (general ledger back-up with line item detail) shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by October 15, 2021.
2. Reimbursements shall be based on actual costs authorized in **Exhibit B: Subrecipient Program Budget of this Agreement**. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all expenses reported. This documentation should be readily available for review upon request or site visit by COUNTY, federal officials, and/or auditors.

**Fiscal Report and Request for Reimbursement Report shall be submitted electronically to:**

Stephanie Radford

Elizabeth White

[Sradford@clackamas.us](mailto:Sradford@clackamas.us) and [EWhite@clackamas.us](mailto:EWhite@clackamas.us)

Invoices are subject to the review and approval of the Program Manager and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

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**EXHIBIT F  
 FINAL FINANCIAL REPORT**

<b>PROJECT NAME: LAW ENFORCEMENT DIVERSION PROGRAM (LEAD)</b> <b>Fund Source: Office of Justice Programs Grant Award (CFDA 16.838)</b> <b>Central City Concern</b>	<b>Agreement #: 21-021</b> <b>Date of Submission: XX/XX/XX</b>
<b>Has Subrecipient submitted all requests for reimbursement? Yes / No</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Yes / No</b>	

## Final Financial Report

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

Total Federal Funds authorized on this Agreement:	
Year-to-Date Federal Funds requested for reimbursement on this Agreement:	
Total Federal Funds received on this Agreement:	
Total County General Funds authorized on this Agreement:	
Total County General Funds received on this Agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended County General Funds (Line 4 minus Line 5):	

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

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

**EXHIBIT G**  
**REQUIRED FEDERAL AND STATE TERMS AND CONDITIONS**

SUBRECIPIENT shall comply with the following federal and state requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Employment Eligibility Verification for Hiring Under the Award**

1) SUBRECIPIENT must ---

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, SUBRECIPIENT must properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with SUBRECIPIENT who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and  
(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), SUBRECIPIENT must maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2) **Monitoring:** COUNTY shall monitor the SUBRECIPIENT's compliance with this condition.

3) **Allowable Costs:** To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4) **Rules of Construction**

A. **Staff involved in the hiring process:** For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all SUBRECIPIENT officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. **Employment eligibility confirmation with E-Verify:** For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, SUBRECIPIENT may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of SUBRECIPIENT uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require SUBRECIPIENT at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve SUBRECIPIENT at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

**2. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII).**

SUBRECIPIENT must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it-- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79)

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within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). SUBRECIPIENT's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3. **Unreasonable Restrictions on Competition Under the Award; Association with Federal Government.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, by the SUBRECIPIENT, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.
  - A. **No Discrimination, in Procurement Transactions, Against Associates of the Federal Government.** Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- the SUBRECIPIENT shall not (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
  - B. **Monitoring:** The COUNTY shall monitor the SUBRECIPIENT'S compliance with this condition.
  - C. **Allowable Costs:** To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
  - D. **Rules of Construction**
    - 1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
    - 2) Nothing in this condition shall be understood to authorize or require the SUBRECIPIENT to violate any federal law, including any applicable civil rights or nondiscrimination law.
4. **Trafficking** (requirements pertaining to prohibited conduct related to trafficking in persons, including reporting requirements and OJP authority to terminate award).
  - SUBRECIPIENT must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of SUBRECIPIENT's, or individuals defined (for purposes of this condition) as "employees" of the SUBRECIPIENT.
  - The details of the SUBRECIPIENT's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
5. **Determination of suitability to interact with participating minors.**
  - This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.
  - SUBRECIPIENT must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

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- The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.
- 6. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.**
- SUBRECIPIENT must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.
  - Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
- 7. OJP Training Guiding Principles.** Any training or training materials SUBRECIPIENT develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
- 8. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42.** SUBRECIPIENT must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
- 9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54.** SUBRECIPIENT must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
- 10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38.**
- SUBRECIPIENT must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
  - Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.
  - The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
- 11. Restrictions on "lobbying".**
- In general, as a matter of federal law, federal funds awarded by OJP may not be used by the SUBRECIPIENT, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)
  - Another federal law generally prohibits federal funds awarded by OJP from being used by the SUBRECIPIENT, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.
  - Should any question arise as to whether a particular use of federal funds by the SUBRECIPIENT would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
- 12. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020).** SUBRECIPIENT must comply with all applicable restrictions on the use of federal funds set out in

Central City Concern and Law Enforcement Diversion Program (LEAD)

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federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by SUBRECIPIENT would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**13. Reporting potential fraud, waste, and abuse, and similar misconduct.**

- SUBRECIPIENT must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.
- Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).
- Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

**14. Restrictions and certifications regarding non-disclosure agreements and related matters.**

- SUBRECIPIENT shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

**15. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees).**

- SUBRECIPIENT must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- SUBRECIPIENT also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.
- Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, SUBRECIPIENT is to contact the DOJ awarding agency (OJP) for guidance.

**16. Encouragement of policies to ban text messaging while driving.** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages SUBRECIPIENT to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**17. Copyright; Data rights.**

- SUBRECIPIENT acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which the SUBRECIPIENT purchases ownership with Federal support.
- SUBRECIPIENT acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.



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"Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

- 18. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP).** To ensure compliance with Title VI and the Safe Streets Act, SUBRECIPIENT is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
- 19. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:**
- "This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."
  - The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
- 20. Confidentiality of data.** SUBRECIPIENT must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. SUBRECIPIENT further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

**EXHIBIT H**  
**Clackamas County Children, Family and Community Connections**  
**REQUIRED SUBRECIPIENT AGREEMENT PROVISIONS**

1. **Expenditure of Funds.** SUBRECIPIENT may expend the funds paid to SUBRECIPIENT under this Agreement solely on program services, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):
  - a) SUBRECIPIENT may not expend on the delivery of Services any funds paid to SUBRECIPIENT under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of Services.
  - b) If this Agreement requires SUBRECIPIENT to deliver more than one service, SUBRECIPIENT may not expend funds paid to SUBRECIPIENT under this Agreement for a particular service on the delivery of any other service.
2. **Records Maintenance, Access and Confidentiality.**
  - a) **Access to Records and Facilities.** COUNTY, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of SUBRECIPIENT that are directly related to this Agreement, the funds paid to SUBRECIPIENT hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, SUBRECIPIENT shall permit authorized representatives of COUNTY and the Office of Justice Programs to perform site reviews of all services delivered by SUBRECIPIENT hereunder.
  - b) **Data Reporting.** All Individuals receiving Services with funds provided under this Agreement private information will be kept confidential.
3. **Reporting Requirements.** SUBRECIPIENT shall prepare and furnish information for semi-annual reports and quarterly reporting in the Performance Measurement Tool (PMT) system within the agreement. Information to COUNTY and the Department of Justice is delivered under this Agreement. SUBRECIPIENT shall prepare and furnish all additional information and reports that COUNTY or Department of Justice, Office of Justice Programs reasonably requests.
4. **Compliance with Law.** SUBRECIPIENT shall comply with all state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the delivery of services hereunder. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement:
  - a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations

These laws, regulations and executive orders are incorporated by reference herein to the extent they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. For purposes of this Agreement, all references in this Agreement to federal and state laws are references to federal and state laws as they may be amended from time to time.
5. SUBRECIPIENT understands that SUBRECIPIENT may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
6. SUBRECIPIENT shall only conduct transactions authorized by COUNTY for transactions with the Office of Justice Programs involving COUNTY funds directly related to this Agreement.

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7. SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, insurance requirements as specified in Exhibit I: Required Insurance.

**EXHIBIT I  
REQUIRED INSURANCE**

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

1. **Workers Compensation.** SUBRECIPIENT, its subcontractors, if any, and all employers providing work, labor, or materials under this Agreement 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. SUBRECIPIENT shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. **Professional Liability.**      **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 because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. The policy must provide extending reporting period coverage for claims made within two years after the Agreement is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. **General Liability.**              **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 for the protection of **COUNTY and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Agreement.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. **Automobile Liability.**          **Required by County**      **Not required by County**

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

**Commercial Automobile Liability** insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

**Personal Automobile Liability** insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. **Physical Abuse and Molestation Liability.**  **Required by County**      **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. **Privacy and Network Security.**      **Required by County**      **Not required by County**

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Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

7. **Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.
8. **Primary Coverage Clause.** SUBRECIPIENT's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
9. **Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.
10. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the SUBRECIPIENT shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of twenty-four (24) months following the later of: (i) SUBRECIPIENT's completion and COUNTY's acceptance of all Services required under the Provider Agreement; or (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 24-month requirement, if SUBRECIPIENT elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then SUBRECIPIENT may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, SUBRECIPIENT shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
11. **Self-insurance.** SUBRECIPIENT may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that SUBRECIPIENT's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to COUNTY. SUBRECIPIENT shall furnish an acceptable insurance certificate to COUNTY for any insurance coverage required by this Agreement that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.
12. **Certificates of Insurance.** SUBRECIPIENT shall furnish evidence of the insurance required in this Agreement. SUBRECIPIENT will maintain the insurance in full force throughout the duration of this Agreement. 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 ten (10) days prior to coverage expiration which references "Clackamas County Agreement 21-002" in the certificate description. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to COUNTY. SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically or by mail to:

Stephanie Radford - sradford@clackamas.us

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Clackamas County  
112 11<sup>th</sup> St.  
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages 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.
- 14. Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the Work performed under this Agreement.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from SUBRECIPIENT or its insurer(s) to COUNTY at the following address: Clackamas County Children, Family and Community Connections Division, 112 11<sup>th</sup> St., Oregon City, OR 97045
- 16. Insurance Compliance.** COUNTY will be entitled to enforce SUBRECIPIENT compliance with the insurance requirements, and will take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Agreement as permitted by the Agreement, or pursuing legal action to enforce the insurance requirements. In no event shall COUNTY permit a SUBRECIPIENT to work under this Agreement when COUNTY is aware that SUBRECIPIENT is not in compliance with the insurance requirements.

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April 29, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to apply for a subrecipient grant award with Oregon Health and Science University (OSHU) for Partnership in an Institutional Review Board (IRB) study.

<b>Purpose/Outcomes</b>	Provides Clackamas Health Centers (CHC) acceptance for participation in an IRB focused study on opioid treatment in Criminal Justice System (CJS) involved adults.
<b>Dollar Amount and Fiscal Impact</b>	Oregon Health and Science University will potentially pay CHC up to a total of \$219,419 over a period of four years. No County General Funds are involved. No matching funds required.
<b>Funding Source</b>	Oregon Health and Science University (OSHU).
<b>Duration</b>	Effective upon signature and no expiration until study is concluded.
<b>Previous Board Action</b>	No Previous Board action.
<b>Strategic Plan Alignment</b>	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	1. Not applicable 2. This is an approval to apply
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a subrecipient grant award.
<b>Contact Person</b>	Deborah Cockrell, Health Centers Division Director – 503-742-5495
<b>Contract No.</b>	10057

**BACKGROUND:**

Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval to apply for a subrecipient grant award with OHSU for the purpose of participating in an IRB study focused on opioid addictions.

The National Institutes of Health will award grants from the Justice Community Opioid Innovation Network (JCOIN) to support research on quality addiction treatment for

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

Page 2 Staff Report  
April 29, 2021  
Agreement #10057

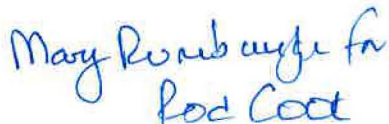
opioid use disorder (OUD) in criminal justice settings nationwide. OSHU will be part of the JCOIN network and sponsor CHC as a participant in this study. OSHU will be accessing CHC patients currently incarcerated with the Corrections Department.

The total amount of this subrecipient award is potentially up to \$219,419 over a period of four years. CHC's participation will be as a case-study partner providing data to OHSU. No County General Funds are involved. The agreement is effective May 1, 2021 through July 31, 2023.

**RECOMMENDATION:**

Staff recommends the Board approval and authorize the Director of Health, Housing and Human Services to sign.

Respectfully submitted,

A handwritten signature in blue ink that reads "Mary Rumbarger for Rod Cook". The signature is written in a cursive style.

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

# Financial Assistance Application Lifecycle Form

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

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

## \*\* CONCEPTION \*\*

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

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

Lead Department: H3S-Health Centers Division

Application for:  Subrecipient Assistance  Direct Assistance  
Grant Renewal?  Yes  No

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

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: OHSU Subrecipient Commitment Form

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form): Dr. Andrew Suchocki

Requestor Contact Information: asuchocki@clackamas.us or 503-650-3932

Department Fiscal Representative: Sarah Jacobson: sjacobson@clackamas.us or 503-742-5303

Program Name or Number (please specify): MFR Program: 400502 - Primary Care Clinics

Brief Description of Project:

Participate through a sub-recipient agreement in a study of long-acting buprenorphine vs. naltrexone opioid treatments in Criminal Justice System (CJS) involved adults.

Name of Funding Agency: OHSU

Agency's Web Address for funding agency Guidelines and Contact Information:

**OR**

Application Packet Attached:  Yes  No

Completed By: Jennifer Stone

4/1/2021

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable: N/A

N/A

Funding Agency Award Notification Date: N/A

N/A

Announcement Date: N/A

N/A

Announcement/Opportunity #: OHSU PPQ# 1013969

OHSU PPQ# 1013969

Grant Category/Title: N/A

N/A

Max Award Value: up to 219,419

up to 219,419

Allows Indirect/Rate: Yes

Yes

Match Requirement: N/A

N/A

Application Deadline: 4/22/2021

4/22/2021

Other Deadlines: N/A

N/A

Award Start Date: 5/1/2021

5/1/2021

Other Deadline Description: N/A

N/A

Award End Date: 7/31/2023

7/31/2023

Program Income Requirement: N/A

N/A

Completed By: Jennifer Stone

Jennifer Stone

Pre-Application Meeting Schedule: N/A

N/A

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

**Mission/Purpose:**

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

This grant supports our goal of providing treatment to vulnerable populations that are working to exit the criminal justice systems.

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

None, Health Center's is able to provide the necessary treatment and already has a good partnership with community corrections.

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

Clackamas Health Centers (CHC) is dedicated to improving the care of its justice-involved patients and the coordination of persons with opioid use disorder (OUD) who are involved with our county's correction system. We hope to improve how we recommend treatment options for patients who desire a monthly injectable medication to

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

Yes this does fund the existing Primary Care Clinics MFR program.

**Organizational Capacity:**

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

Yes, Health Center's already possesses the necessary staff to provide the needed services.

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

We are partnering with OHSU as they are the designated coordinators for this grant in our region. In addition, CHC staff is working closely with Clackamas County Jail and Community Corrections staff. While community corrections is part of CHC's umbrella, the jail is not.

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

We already offer MAT for some justice-involved clients, and this would only build on existing capacity.

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

This funding would not create a new program. While the specific study would not continue Health Center's would continue to see community corrections clients and bill when appropriate.

**Collaboration**

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

Community Corrections

**Reporting Requirements**

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

We will provide any information about clinical care metrics to OHSU staff from the Epic electronic health record system, or any other database we are requested to use.

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

Performance will be based on specific clinical care metrics. The metrics information will come from our electronic health record, EPIC. The EPIC system is maintained and housed by OCHIN.

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

Annual financial reporting to OHSU.

**Fiscal**

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

We will realize more benefit than cost. Much of the cost incurred by these services are already budget for and will be covered by this grant.

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

No other revenue sources are required.

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

N/A

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

This grant will help to fund some administrative support for specific employees that may be scheduling and assisting clients with their visits.

Program Approval:

Andrew Suchocki

04/06/2021

Andrew Suchocki Digitally signed by Andrew Suchocki  
Date: 2021.04.06 09:05:46 -0700

Name (Typed/Printed)

Date

Signature

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

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

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Deborah Cockrell	04/06/2021	Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.04.06 09:41:07 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Mary Rumbaugh for Rodney A Cook	4/13/2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.04.13 16:45:13 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	4.14.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.04.14 10:12:50 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
N/A	4/1/2021	
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

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

*(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.33B.)*

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

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

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

BCC Agenda Item #:  Date:

OR

Policy Session Date:

---

County Administration Attestation

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

April 29, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #18 and #19 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

<b>Purpose/Outcomes</b>	Amendment #18 amends exhibit J to add the federal award information datasheet as set forth in Attachment A. Amendment #19 Increases the following: PE-01-09 - COVID-19 Active Monitoring-ELC - \$4,757,197., PE01-10-OIP - CARE - \$1,265,402. and OPE44-01 SBHC Base - \$71,271.
<b>Dollar Amount and Fiscal Impact</b>	Contract is increased by \$6,093,870. Bringing the contract maximum value to \$19,499,741.00
<b>Funding Source</b>	Funding through the State - No County General Funds are involved.
<b>Duration</b>	Effective March 1, 2021 and terminates on June 30, 2021
<b>Previous Board Action</b>	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3, December 12, 2019, Agenda item 121219-A2, January 8, 2020, Agenda item 010920-A8, March 26, 2020, Agenda Item 032620-A5, April 23, 2020, June 25, 230, Agenda item 062520-A8, October 22, 2020, Agenda item 102220-A1, January 14, 2021, Agenda item 011421-A3, January 28, 2021, Agenda item 012821-A8, February 25, 2021, Agenda item-A6
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on Amd #18 March 23, 2021 KR – AMD #19 – April 5, 20231 KR
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Director – (503)742-5956
<b>Contract No.</b>	9329-18 and 9329-19

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #18 amends exhibit J to add the federal award information datasheet as set forth in Attachment A and Amendment #19 Increases the following: PE-01-09 - COVID-19 Active Monitoring-ELC - \$4,757,197., PE01-10-

Page 2 Staff Report  
April 29, 2021  
Agreement #9329-18 and #9329-19

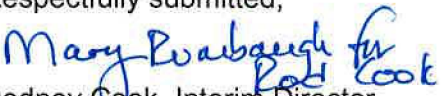
OIP - CARE - \$1,265,402. and OPE44-01 SBHC Base - \$71,271. Contract is increased by \$6,093,870. Bringing the contract maximum value to \$19,499,741.00

This contract is effective March 1, 2021 and continues through June 30, 2021.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment.

Respectfully submitted,

  
Rodney Cook, Interim Director  
Health, Housing, and Human Services



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b>	9329	<b>Division:</b> PH	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>		<b>Contact:</b> Weber, Jeanne	<input checked="" type="checkbox"/> Revenue
		<b>Program Contact:</b> Swift, Rich	<input checked="" type="checkbox"/> Amend # 18 \$ \$0.00
			<input checked="" type="checkbox"/> Procurement Verified
			<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    Date: \_\_\_\_\_

**CONTRACT WITH:** OR-Oregon Health Authority

**CONTRACT AMOUNT:** \$13,405,871.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 2/1/2021 - 6/30/2021

**INSURANCE** What insurance language is required?

Checked Off     N/A

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

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

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_  
Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date \_\_\_\_\_

**BOILER PLATE CHANGE**

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

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

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

**COUNTY COUNSEL**

Yes by: Kathleen Rastetter    Date Approved: Tuesday, March 23, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

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

## AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number \_\_\_\_\_

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Public Health

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** OR-Oregon Health Authority

**BOARD AGENDA ITEM**

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

**DATE:** \_\_\_\_\_

**PURPOSE OF**

**CONTRACT/AGREEMENT:** 2019-2021 Local Public Health Authority Agreement  
for Public Health Services.

Amendment #18 amends exhibit J to add the federal award information  
datasheet as set forth in Attachment A.

**H3S CONTRACT NUMBER:** 9329

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b>	9329	<b>Division:</b> PH	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>		<b>Contact:</b> Weber, Jeanne	<input checked="" type="checkbox"/> Revenue
		<b>Program Contact:</b> Swift, Rich	<input checked="" type="checkbox"/> Amend # 19 \$ \$6,093,870.00
			<input checked="" type="checkbox"/> Procurement Verified
			<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    Date: \_\_\_\_\_

**CONTRACT WITH:** OR-Oregon Health Authority

**CONTRACT AMOUNT:** \$19,499,741.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 3/1/2021 - 6/30/2021

**INSURANCE** What insurance language is required?

Checked Off     N/A

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

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

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_  
Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

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

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

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Friday, April 2, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

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

## AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number \_\_\_\_\_

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Public Health

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** OR-Oregon Health Authority

**BOARD AGENDA ITEM**

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

**DATE:** \_\_\_\_\_

**PURPOSE OF**

**CONTRACT/AGREEMENT:** 2019-2021 Local Public Health Authority Agreement for Public Health Services.

Amendment #19 Increases the following: PE-01-09 - COVID-19 Active Monitoring-ELC - \$4,757,197., PE01-10-OIP - CARE - \$1,265,402. and OPE44-01 SBHC Base - \$71,271. Bringing the maximum contract value to \$19,499,741.00.

**H3S CONTRACT NUMBER:** 9329



Agreement #159803

**EIGHTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Eighteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

**AGREEMENT**

1. This Amendment is effective on the February 1, 2021, regardless of the date of signature.
2. Exhibit J of the Amended and Restated Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment A, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. The parties expressly ratify the Agreement as herein amended.
7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

**OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**8. Signatures.**

**STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)**

By: \_\_\_\_\_

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

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

**CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_

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

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

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

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_

Name: Derrick Clark (or designee)

Title: Program Support Manager

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

**Attachment A**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE07 HIV Prevention Services**

Federal Award Identification Number:	State Funds	NU62PS924543	NU62PS924543
Federal Award Date:		3/19/2020	12/17/2020
Performance Period:		01/01/2020-12/31/2020	01/01/21
Awarding Agency:		CDC	CDC
CDFA Number:		93.940	93.944
CFDFA Name:		HIV Prevention Activities,	Integrated HIV
Total Federal Award:		\$2,500,170	\$2,500,170
Project Description:		Integrated HIV Prevention	Integrated HIV
Awarding Official:		Arthur Lusby	Nelson Colon-Cartagena
Indirect Cost Rate:		17.86%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	53313	53275	53283
Index:	50403	50403	50403

Agency	DUNS No.	Amount	Amount	Amount	Grand Total:
Clackamas	096992656	\$49,096.00	\$39,233.00	\$39,233.00	\$127,562.00







Agreement #159803

**NINETEENTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Nineteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

**AGREEMENT**

1. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Exhibit B Program Element #01 “State Support for Public Health (SSPH)” is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
3. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled “Financial Assistance Award” for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY21)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
4. Exhibit J of the Amended and Restated Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

- 7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 8. The parties expressly ratify the Agreement as herein amended.
- 9. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**10. Signatures.**

**STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)**

By: \_\_\_\_\_

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

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

**CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_

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

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

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

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_

Name: Derrick Clark (or designee)

Title: Program Support Manager

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

**Attachment A**  
**Program Element Description(s)**

**Program Element #01: State Support for Public Health (SSPH)**

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA’s service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Inequities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings. This program is also in service to the Oregon Health Authority strategic goal of eliminating health inequities by 2030.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA’s Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X	X	X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*				X		X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:  
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases and ARIAS for COVID-19 contacts) as prescribed in OHA CD Investigative Guidelines available at:  
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **COVID-19 Specific Work**

In cooperation with OHA, the LPHA must collaborate with local and regional partners to assure adequate culturally and linguistically responsive COVID-19 testing is available to the extent resources are available. As outlined below, LPHAs must conduct culturally and linguistically appropriate Case investigation and contact tracing as outlined in the Investigative Guidelines and any applicable supplemental surge guidance to limit the spread of COVID-19. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation and quarantine have basic resources to support a successful isolation/quarantine period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and

education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

**(1) Cultural and linguistic competency and responsiveness.**

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. Enter into and maintain a Memorandum of Understanding (MOU) or similar agreement with those CBOs that have entered into a grant agreement with OHA for contact tracing and monitoring and/or social service and wraparound supports that clearly describes the role of the CBO and LPHA to ensure culturally and linguistically responsive services. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive Cases to LPHA, clearly define referral and wraparound service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative. LPHA must communicate with the CBO about any changes that will affect coordination for wraparound services, including when the LPHA is shifting to and from use any OHA-issued surge guidance.
- (b)** Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.
- (c)** Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for Case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's Case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.

- (h) Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct Case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

**(2) Testing**

LPHA must:

- (a) Work with OHA regional testing coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.

**(3) Case Investigation and Contact Tracing**

LPHA must:

- (a) Conduct all Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b) Enter all Case investigation and contact tracing data in Opera (for COVID-19 Cases) and ARIAS (for COVID-19 contacts), as directed by OHA.
- (c) Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data if data are not already entered in OPERA and ARIAS.
- (d) Ensure all LPHA staff designated to utilize Opera and ARIAS are trained in these systems. Include in the data whether new positive Cases are tied to a known existing positive Case or to community spread.
- (e) Conduct contact tracing in accordance with Investigative Guidelines and any applicable OHA-issued surge guidance.
- (f) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and COVID-19 cases within the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (g) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (h) Attempt to follow up with at least 95% of Cases within 24 hours of notification.

**(4) Isolation and quarantine**

LPHA must:

- (a)** Maintain access to an isolation and quarantine location that is ready to be used.
- (b)** Facilitate efforts, including by partnering with OHA-funded CBOs to link individuals needing isolation and quarantine supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

**(5) Social services and wraparound supports.**

LPHA must ensure social services referral and tracking processes are developed and maintained and make available direct services as needed. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

**(6) Tribal Nation support.**

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

**(7) Support infection prevention and control for high-risk populations.**

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to Outbreaks.
- (d) Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.



**(8) COVID-19 Vaccine Planning and Distribution.**

LPHA must:

- (a) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccine in their communities.
  - (b) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system using local data and in collaboration with local advisory boards if present in the jurisdiction. Operate in accordance with federal, OHA and Oregon Vaccine Advisory Committee guidance, including expanding access through expanded operations and accessibility of operations (e.g., providing vaccinations during evenings, overnight, and on weekends).
  - (c) Prioritize vaccine distribution and administration in accordance with federal, OHA and Oregon COVID-19 Vaccine Advisory Committee guidance.
  - (d) LPHAs that provide COVID-19 vaccine administration must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.
  - (e) Plan, and implement vaccination activities with organizations including but not limited to:
    - Colleges and Universities
    - Occupational health settings for large employers
    - Faith-based or religious institutions
    - Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
    - Pharmacies
    - Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
    - Organizations and businesses that employ critical workforce
    - First responder organizations
    - Non-traditional providers and locations that serve high-risk populations
    - Other partners that serve underserved populations
  - (f) Promote COVID-19 and other vaccinations to increase vaccine confidence by culturally specific groups, communities of color, and others and to also increase accessibility for people with disabilities
- (9) Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

a. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

6. **Reporting Requirements.** Provide monthly reporting to OHA on COVID-19 vaccine activities.

7. **Performance Measures.** LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

a. Percent of gonorrhea Cases that had at least one contact that received treatment; and

b. Percent of gonorrhea Case reports with complete “priority” fields.

**Attachment B  
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Clackamas County  Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035	<b>2) Issue Date</b> Monday, March 1, 2021	<b>This Action</b> Amendment		
	<b>3) Award Period</b> From July 1, 2020 through June 30, 2021			
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$506,554.00	\$0.00	\$506,554.00
PE01-04	COVID19 Response	\$0.00	\$0.00	\$0.00
PE01-05	COVID-19 Local Active Monitoring	\$2,799,435.00	\$0.00	\$2,799,435.00
PE01-07	ELC ED Contact Tracing	\$1,655,709.00	\$0.00	\$1,655,709.00
PE01-08	COVID Wrap Direct Client Services	\$20,000.00	\$0.00	\$20,000.00
PE01-09	COVID-19 Active Monitoring - ELC	\$0.00	\$4,757,197.00	\$4,757,197.00
PE01-10	OIP - CARES	\$0.00	\$1,265,402.00	\$1,265,402.00
PE02	Cities Readiness Initiative	\$35,546.00	\$0.00	\$35,546.00
PE07	HIV Prevention Services	\$127,562.00	\$0.00	\$127,562.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$177,386.00	\$0.00	\$177,386.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$275,286.00	\$0.00	\$275,286.00
PE27-04	PDOP Naloxone Project (SOR)	\$16,248.00	\$0.00	\$16,248.00
PE27-05	PDOP Bridge (PDO/SOR)	\$30,000.00	\$0.00	\$30,000.00
PE40-01	WIC NSA: July - September	\$191,491.00	\$0.00	\$191,491.00

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

<b>4) OHA Public Health Funds Approved</b>				
<b>Number</b>	<b>Program</b>	<b>Previous Award Balance</b>	<b>Increase / Decrease</b>	<b>Current Award Balance</b>
PE40-02	WIC NSA: October - June	\$579,475.00	\$0.00	\$579,475.00
PE40-03	BFPC: July - September	\$18,191.00	\$0.00	\$18,191.00
PE40-04	BFPC: October - June	\$54,574.00	\$0.00	\$54,574.00
PE40-05	Farmer's Market	\$53.00	\$0.00	\$53.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$11,118.00	\$0.00	\$11,118.00
PE42-04	MCAH Babies First! General Funds	\$35,527.00	\$0.00	\$35,527.00
PE42-06	MCAH General Funds & Title XIX	\$20,860.00	\$0.00	\$20,860.00
PE42-11	MCAH Title V	\$119,462.00	\$0.00	\$119,462.00
PE42-12	MCAH Oregon Mothers Care Title V	\$9,482.00	\$0.00	\$9,482.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$92,240.00	\$0.00	\$92,240.00
PE43-06	CARES Flu	\$108,767.00	\$0.00	\$108,767.00
PE44-01	SBHC Base	\$300,000.00	\$71,271.00	\$371,271.00
PE44-02	SBHC - Mental Health Expansion	\$376,500.00	\$0.00	\$376,500.00
PE46-05	RH Community Participation & Assurance of Access	\$43,532.00	\$0.00	\$43,532.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$176,970.00	\$0.00	\$176,970.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$287,331.00	\$0.00	\$287,331.00
PE62	Overdose Prevention-Counties	\$123,545.00	\$0.00	\$123,545.00
		\$8,192,844.00	\$6,093,870.00	\$14,286,714.00

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

<b>5) Foot Notes:</b>	
PE01-01	1/1/2021: Please note PE language has been updated effective 12/31/2020.
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.
PE01-04	3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted.
PE01-05	9/2020: SFY21 Funds can be spent from 7/1/20-12/30/2020 only. CARES Act funding. Indirect expenses are not allowed.
PE01-05	3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted.
PE01-08	Funds are for 1/1/2021-6/30/2021.
PE01-09	Funds are available 01/15/2021 - 06/30/2023
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2020 - 6/30/2024. Any unspent funds as of 6/30/21 will be rolled over into the FY22 award. Please see provided budget guidance for more details on roll over information.
PE12	11/2020: Increase award due to OHA's carryover funds from CDC, funds awarded to SFY21 must be spent by June 30, 2021
PE27-04	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE27-05	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.
PE40-02	11/2020: Award adjustment for telehealth work, see updated PE40-02 comment for new Nutrition Ed and Breastfeeding Ed amounts
PE40-02	-
PE40-03	Initial SFY21: July - September 2020 (PE40-03) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-04)
PE40-03	SFY2021 Q1 reconciliation for underspending
PE40-04	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

<b>5) Foot Notes:</b>	
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
<b>6) Comments:</b>	
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.
PE01-05	9/2020a: SFY21 Rollover of unspent funds \$565,749.49 from FY20 to FY21. Must be spent by 12/30/20. 9/2020b. Case investigation FFS 3/27-7/31/20 \$1,523,814.88; 10/2020 Rollover add FY20 unspent funds of \$14,116.83 to FY21; Case Investigation FFS through 8/31/20 \$695,753.80
PE01-07	1/2020: ELC Funding is for Dec 31, 2020 through June 30, 2021.
PE01-08	1/2021: add award for wrap client direct services
PE01-09	SFY21: COVID Award
PE07	08/2020: PE language updated to reflect change in systems for data entry associated with HIV testing and to update expired links throughout document. Initial SFY21: \$39,233 FF available for use 07/01/20-12/31/20; \$39,233 FF available for use 01/01/21-06/30/21; \$49,096 GF available for use 07/01/20-06/30/21
PE12	08/2020: Amending to revise PE12 language
PE27-04	Initial SFY21: \$16,248 available 7/1/2020 - 9/29/2020.
PE27-05	Initial SFY21: \$30,000 in FY21 available 7/1/2020 - 9/29/2020.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

<b>6) Comments:</b>	
PE40-01	Initial SFY21: Spend \$38,298 on Nutrition Ed; \$7,605 on BF Promotion
PE40-02	Initial SFY21: Spend \$114,895 on Nutrition Ed; \$22,815 on Breastfeeding Ed 11/2020: Spend \$115,895 on Nutrition Ed; \$22,815 on Breastfeeding Ed; Previous comment void and replaced by this one
PE40-03	Initial SFY21: Award amount to be spent by 9/30/2020
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020
PE44-01	3/2021: increase award
PE62	8/2020: \$123,545 in FY21 is from OD2A YR 2, Funding Available 10/1/20-6/30/21

<b>7) Capital outlay Requested in this action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
Program	Item Description	Cost	PROG APPROV

**Attachment C**  
**Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE01-04 COVID19 Response**

Federal Award Identification Number:	N/A
Federal Award Date:	3/1/2020
Performance Period:	3/27/2020-12/30/2021
Awarding Agency:	CARES Act
CDFA Number:	21.019
CFDFA Name:	CARES Act
Total Federal Award:	\$94,200,000
Project Description:	CARES Act
Awarding Official:	N/A
Indirect Cost Rate:	N/A
Research and Development (T/F):	FALSE
PCA:	50255
Index:	50109

Agency	DUNS No.	Amount	Grand Total:
Clackamas	096992656	\$0.00	\$0.00

**PE01-05 COVID-19 Local Active Monitoring**

Federal Award Identification Number:	N/A	N/A
Federal Award Date:	3/1/20	3/1/20
Performance Period:	3/27/2020-12/30/2021	3/27/2020-12/30/2021
Awarding Agency:	CARES Act	CARES Act
CDFA Number:	21.019	21.019
CFDFA Name:	CARES Act	CARES Act
Total Federal Award:	94,200,000	94,200,000
Project Description:	CARES Act	CARES Act
Awarding Official:	N/A	N/A
Indirect Cost Rate:	N/A	N/A
Research and Development (T/F):	FALSE	FALSE
PCA:	50248	50251
Index:	50109	50109

Agency	DUNS No.	Amount	Amount	Grand Total:
Clackamas	096992656	\$ 2,799,435.00		\$2,799,435.00



**PE01-09 COVID-19 Active Monitoring - ELC**

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	01/13/2021
Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Oregon 2020 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Total Federal Award:	348,002,156
Project Description:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Awarding Official:	Mrs. Janice Downing
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	53703
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Clackamas	096992656	\$4,757,197.00	\$4,757,197.00

**PE01-10 OIP - CARES**

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	01/15/2021
Performance Period:	7/1/2019-6/30/2024
Awarding Agency:	CDC
CDFA Number:	93.268
CFDFA Name:	Immunization Cooperative Agreements
Total Federal Award:	38,110,851.00
Project Description:	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.64
Research and Development (T/F):	FALSE
PCA:	53120
Index:	50404

Agency	DUNS No.	Amount	Grand Total:
Clackamas	096992656	\$1,265,402.00	\$1,265,402.00

**PE07 HIV Prevention Services**

Federal Award Identification Number:	State Funds	NU62PS924543	NU62PS924543
Federal Award Date:		3/19/2020	12/17/2020
Performance Period:		01/01/2020-12/31/2020	01/01/2021-12/31/2021
Awarding Agency:		CDC	CDC
CDFA Number:		93.940	93.944
CFDFA Name:		HIV Prevention Activities,	Integrated HIV
Total Federal Award:		\$2,500,170	\$2,500,170
Project Description:		Integrated HIV Prevention	Integrated HIV
Awarding Official:		Arthur Lusby	Nelson Colon-Cartagena
Indirect Cost Rate:		17.86%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	53313	53275	53283
Index:	50403	50403	50403

Agency	DUNS No.	Amount	Amount	Amount	Grand Total:
Clackamas	096992656	\$49,096.00	\$39,233.00	\$39,233.00	\$127,562.00

April 29, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Grant Agreement with Health Share of Oregon  
for the Help Me Grow Program (HMG)

<b>Purpose/Outcomes</b>	HMG is a system of collaboration and coordination across early childhood and health sectors to assure that families of children at-risk for developmental delays and broader social determinants of health are identified and connected to the services and supports they need. Rather than providing direct services, HMG focuses on enhancing existing services and resources for children 0 – 5 years. The overarching goal of HMG is to improve child health and developmental outcomes by strengthening links between children’s health and early learning systems, and creating a model for screening and referral that is consistent, robust, and replicable. HMG is universally-available for prenatal populations and families of young children.
<b>Dollar Amount and Fiscal Impact</b>	Contract Maximum value is \$80,000
<b>Funding Source</b>	Funding through Health Share of Oregon; no county general funds are involved.
<b>Duration</b>	Effective upon signature and terminates on December 31, 2021
<b>Previous Board Action</b>	No previously Board Action
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on March 30, 2021 AN
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is a Grant
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Director – (503)742-5956
<b>Contract No.</b>	10039

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a Grant Agreement with Health Share of Oregon for the Help Me Grow Program (HMG)

HMG is a system of collaboration and coordination across early childhood and health sectors to assure that families of children at-risk for developmental delays and broader social determinants

Page 2 Staff Report  
April 29, 2021  
Agreement #10039

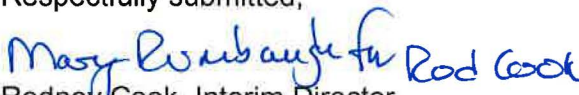
of health are identified and connected to the services and supports they need. Rather than providing direct services, HMG focuses on enhancing existing services and resources for children 0 – 5 years. The overarching goal of HMG is to improve child health and developmental outcomes by strengthening links between children’s health and early learning systems, and creating a model for screening and referral that is consistent, robust, and replicable. HMG is universally-available for prenatal populations and families of young children.

This contract is effective upon signature and continues through December 31, 2021.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment.

Respectfully submitted,

  
Rodney Cook, Interim Director  
Health, Housing, and Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 10039	<b>Division:</b> PH	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Weber, Jeanne	<input checked="" type="checkbox"/> Revenue
	<b>Program Contact:</b> La Croix, Kim	<input type="checkbox"/> Amend # \$
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, April 29, 2021

**CONTRACT WITH:** Health Share of Oregon

**CONTRACT AMOUNT:** \$80,000.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other 12/31/2021 - _____	<input type="checkbox"/> Retroactive Request? _____ - _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

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

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

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

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

**BOILER PLATE CHANGE**

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

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

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

**COUNTY COUNSEL**

Yes by: Andrew Naylor \_\_\_\_\_ Date Approved: Tuesday, March 30, 2021  
OR  
 This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

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

## AGREEMENTS/CONTRACTS

X  New Agreement/Contract  
 Amendment/Change Order Original Number \_\_\_\_\_

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Public Health

**PURCHASING FOR:** Contracted Services \_\_\_\_\_

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Health Share of Oregon \_\_\_\_\_

**BOARD AGENDA ITEM**

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

**DATE:** 4/29/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** In collaboration with Health Share of Oregon, Regional HMG, and leadership at CCCC, Public Health/APHP will provide the following: Contract oversight, administration, and technical assistance, Continuity and system alignment, Resource maintenance and community outreach, Quality improvement, Partnership development and stakeholder engagement, Equity and trauma-

**H3S CONTRACT NUMBER:** 10039

## GRANT AGREEMENT

### CC Agreement #10039

This Grant Agreement (“**Agreement**”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“**Health Share**”) and Clackamas County Health, Housing and Human Services Department, H3S/Clackamas County Public Health Division, CCPHD, (“**Grantee**”) is entered into on the date of the Agreement’s full execution and is effective as of January 1, 2021 ( the “**Effective Date**”).

### RECITALS

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Grantee’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “**Statement of Work**”).
- D. Grantee has agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the budget attached hereto as Exhibit B (the “**Budget**”).

### AGREEMENT

#### 1. Grant Award.

- 1.1 Amount. Health Share awards a grant in the amount of \$80,000 (Eighty Thousand Dollars and Zero Cents) to Grantee, subject to the terms and conditions of this Agreement.
- 1.2 Invoicing. To receive grant funds, Grantee must prepare and submit monthly or quarterly invoices to Health Share that document the actual expenses Grantee has incurred during the preceding month or quarter in Grantee’s performance of the activities described in the Statement of Work. Grantee must submit Grantee’s invoice no later than thirty (30) calendar days from the end of the month for which Grantee is seeking reimbursement. Invoices must reflect spending detail within each of the Budget categories and include the designated project code referenced in the Budget. Invoices must be submitted to one of the following addresses:

[vendorinvoice@healthshareoregon.org](mailto:vendorinvoice@healthshareoregon.org)

OR

Health Share of Oregon  
Attn: Finance Department  
2121 SW Broadway, Suite 200

- 1.3 Payment.** Health Share will disburse grant funds to reimburse Grantee for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Grantee's continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Grantee has submitted the invoice in accordance with this Section 1.3 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Grantee in the performance of the activities described in the Statement of Work.

**2. Use of Grant Funds.**

- 2.1 Required Use.** Grantee will use the grant funds solely for the activities described in the Statement of Work and in accordance with the Budget. Furthermore, Grantee will use the grant funds exclusively for charitable purposes within the meaning of Code Section 501(c)(3). Use of any portion of the grant funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Grantee spends the funds.
- 2.2 Prohibited Use.** Grantee will not use any portion of the grant funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Grantee will repay, on demand, to Health Share any portion of the grant funds that is not spent in accordance with this Agreement, including the requirement that all grant fund be spent for charitable purposes within the meaning of Code Section 501(c)(3).

**3. Reporting and Recordkeeping.**

- 3.1 Required Reports.** Grantee will, at a minimum, provide annual written reports to Health Share as to the expenditure of the grant funds, covering both the substance of Grantee's activities funded with the grant award and Grantee's financial administration of the grant, as well as a final report that details all expenditures of the grant funds and the progress made towards the grant's goals, including Grantee's progress toward any benchmarks established in the Statement of Work. Grantee's annual reports is due no later than sixty (60) days from the end of Grantee's tax year and Grantee's final report is due within sixty (60) days from the date that the grant funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Grantee's annual and final reports and impose additional reporting requirements.
- 3.2 Separate Accounting.** Grantee will maintain Grantee's books so as to show the grant fund separately and will keep adequate records to substantiate all expenditures of the grant funds. Grantee will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Grantee's use of the grant funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Grantee's expenditures of this grant and Grantee will cooperate with any such audit.



- 3.3 **Additional Information.** Grantee will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share’s responsibility for supervising Grantee’s expenditure of the grant funds.
- 3.4 **Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be 12/31/2021.
- 3.5 **Acknowledgement of Health Share.** Grantee will acknowledge Health Share in any announcement or publication Grantee makes regarding the grant or Grantee’s grant-funded activities; provided, however, that Grantee will submit such materials in advance to Health Share, for review and revision in Health Share’s sole discretion.

4. **Changes in Control.**

- 4.1 **Corporate Changes.** Grantee will notify Health Share within thirty (30) days of any significant changes to Grantee’s corporate legal or tax status.
- 4.2 **Personnel Changes.** If requested, Grantee will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

5. **Miscellaneous.**

- 5.1 **Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

**Health Share:**

Health Share of Oregon  
 Attn: Peg King  
 kingp@healthshareoregon.org  
 2121 SW Broadway, Suite 200  
 Portland, Oregon 97201

**Clackamas County**

Clackamas County Health, Housing and  
 Human Services Department, H3S/CCPHD  
 Attn: Jeanne Weber  
 Jweber2@clackamas.us  
 2051 Kaen Road  
 Oregon City, Oregon 97045

- 5.2 **Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the “**Standard Terms and Conditions**”) and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

*[signature page follows]*

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

**HEALTH SHARE OF OREGON**, an Oregon nonprofit corporation

\_\_\_\_\_  
Date Signed

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

Title:

**CLACKAMAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT, H3S/CCPHD**

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Tootie Smith, Board Chair:

Title:

## STANDARD TERMS AND CONDITIONS FOR GRANT AGREEMENTS

1. **Termination.** This Agreement may be terminated:
  - a. By Health Share and Grantee, by mutual written agreement, at any time.
  - b. By Health Share, in the event that Grantee breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Grantee must hold in order to engage in the activities described in the Statement of Work.
2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of grant funds to Grantee and Grantee will return any unexpended grant funds; provided, however, that Health Share will reimburse Grantee for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement. Nothing in this paragraph will be construed as limiting Grantee's obligation to repay to Health Share any portion of the grant funds that is not spent in accordance with this Agreement.
3. **Remedies.** In the event that Grantee breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Grantee's remedy will be limited to termination of the Agreement and the receipt of any outstanding grant funds that Grantee is entitled for appropriate work already performed, as determined under this Agreement. Health Share will not be liable for direct, indirect or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Grantee.
4. **No Third Party Beneficiaries.** Health Share and Grantee are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
5. **Intellectual Property.** As between Health Share and Grantee, all work product that results or arises from Grantee's activities described in the Statement of Work, and all intellectual property rights associated therewith (together "**Grantee Work Product**"), will be solely owned by Grantee, **provided however**, Grantee grants to Health Share an irrevocable, worldwide, royalty-free, with the right to sublicense, license to use, copy, modify, distribute, publish, perform and otherwise exploit such work product for any purpose whatsoever. Further, Grantee agrees to make, and makes, such Grantee Work Product available to third parties under the same or similar license terms.
6. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Access to Records and Facilities.** Grantee will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Grantee will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of grantee, whether in paper, electronic or other form, that are pertinent to this Agreement in such a

manner to clearly document Grantee's performance. All clinical records, 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 the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Grantee's Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Grantee's performance of the activities described in the Statement of Work. Grantee will retain and keep accessible all Records for the longer of:

- a. For non-clinical records, six (6) years following final disbursement of the grant or termination of this Agreement, whichever is later;
- b. For clinical records, seven (7) years following the date of service;
- c. The retention period specified in this Agreement for certain kinds of records;
- d. The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
- e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

Grantee will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Grantee's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but will last as long as the records are retained.

8. **Information Privacy/Security/Access.** If Grantee's activities described in the Statement of Work require Grantee to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Grantee access to such OHA Information Assets or Network and Information Systems, Grantee will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
9. **Compliance with Applicable Law.** Grantee will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Grantee's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Grantee's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference. Grantee will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper

(as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

- 10. Indemnity.** Grantee will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or Grantee's officers, employees, subgrantees or agents under this Agreement. Grantee will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Grantee nor any attorney engaged by Grantee will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Grantee settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.
- 11. Insurance.** Grantee will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work. Proof of self insurance with the above coverages shall satisfy this provision.
- 12. Waiver.** The failure of Health Share to enforce any provision of this Agreement will not constitute a waiver by Health Share of that or any other provision. Waiver of any default under this Agreement by Health Share will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 13. Governing Law and Venue.** This Agreement will 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, any "claim") between Health Share and Grantee that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.
- 14. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions 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 invalid.
- 15. Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given.
- 16. Anti-discrimination Clause.** Grantee will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Grantee will not discriminate against minority-owned, women-owned or emerging small businesses. Grantee will include a provision in each sub-agreement requiring subgrantees to comply with the requirements of this clause.

**17. Representations and Warranties.**

- a. Grantee represents and warrants to Health Share that:
  - i. Grantee has the power and authority to enter into and perform this Agreement;
  - ii. This Agreement, when executed and delivered, will be a valid and binding obligation of Grantee enforceable in accordance with this Agreement's terms;
  - iii. Grantee has the skill and knowledge possessed by well-informed members of Grantee's industry, trade or profession and Grantee will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Grantee's industry, trade or profession;
  - iv. Grantee will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
  - v. Grantee prepared Grantee's application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.
- b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

**18. Independent Status of Grantee.**

- a. Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Grantee under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Grantee currently performs work would prohibit Grantee from engaging in the activities described in the Statement of Work. If funds granted to Grantee under this Agreement are charged against federal funds, Grantee certifies that Grantee is not currently employed by the federal government.
- c. Grantee is responsible for all federal and State taxes applicable to compensation paid to Grantee under this Agreement and Health Share will not withhold from the grant funds any amounts to cover Grantee's federal or State tax obligations. Grantee is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Grantee under this Agreement, except as a self-employed individual.
- d. Grantee's performance of the activities described in the Statement of Work will not create an employment or agency relationship between Grantee and Health Share. Grantee is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

**19. Record Confidentiality.** Grantee agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.

**20. Assignment.** Grantee will not assign or transfer Grantee's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or transfer of

interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.

- 21. Subgrants.** Grantee will not subgrant any portion of the grant funds awarded under this Agreement without the prior written consent of Health Share.
- a.** In the event that Health Share consents to Grantee's subgranting all or any portion of the grant funds to a third party, the following conditions will apply:
    - i.** Grantee will remain responsible for all obligations under this Agreement;
    - ii.** Grantee will include all requirements of this Agreement in each subgrant, and will be responsible for the performance of Grantee's subgrantees; and
    - iii.** Grantee will supply Health Share with a copy of each subgrant upon request.
  - b.** Health Share by this Agreement incurs no liability to third persons for payment of any grant funds provided under this Agreement to Grantee.

- 22. Informal Dispute Resolution.** The parties will use the following procedure if Grantee has complaints or concerns regarding this Agreement:
- a.** Grantee may contact Health Share to informally discuss Grantee's complaints or concerns.
  - b.** If the matter remains unresolved after the informal discussion, Grantee may submit a letter or other documentation to:

Health Share of Oregon  
Attn: Chief Executive Officer  
2121 SW Broadway, Suite 200  
Portland, Oregon 97201

setting forth Grantee's complaints or concerns. Within ten (10) business days of receiving Grantee's letter, Health Share will contact Grantee and attempt to resolve the matter.

- c.** If the matter remains unresolved, Grantee may submit a letter or other documentation to the CEO setting forth Grantee's complaints or concerns. The CEO or the CEO's designee will contact Grantee promptly and attempt to resolve the matter.
  - d.** If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
  - e.** Nothing in this paragraph will affect either party's rights or obligations under this Agreement.
- 23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

## Exhibit A Statement of Work

### 1. Introduction

- Background

The Clackamas County Access to Preventive Health Program (APHP) is part of the Public Health Division within the Health, Housing & Human Services Department. APHP services are largely focused on improving maternal, child, and family health, and are a hybrid of direct care (e.g., WIC, breastfeeding support, nurse home visiting) and policy, system, and environmental change strategies (e.g., strengthening access to reproductive health care and immunizations).

In 2017, Health Share of Oregon began funding the implementation of Help Me Grow (HMG) in Clackamas County. Clackamas County HMG is part of a larger regional and national HMG model. HMG is a system of collaboration and coordination across early childhood and health sectors to assure that families of children at-risk for developmental delays and broader social determinants of health are identified and connected to the services and supports they need. Rather than providing direct services, HMG focuses on enhancing existing services and resources for children 0 – 5 years. The overarching goal of HMG is to improve child health and developmental outcomes by strengthening links between children’s health and early learning systems, and creating a model for screening and referral that is consistent, robust, and replicable. HMG is universally-available for prenatal populations and families of young children.

The long-term vision of HMG in Clackamas County is that community members, clinicians and service providers routinely use the system when they have questions about pregnancy, young children, and family wellness and the various medical, social, and educational supports that are connected to these early life systems. The HMG system tracks the status of referrals, identifies gaps in the service array, and links families to appropriate community-based services through a “centralized access point” (known throughout as “Regional HMG,” which is located at Swindells Resource Center of Providence Child Center). HMG is also a critical component of the Perinatal Continuum of Care (PCOC) that is under development in Clackamas, Washington, and Multnomah counties. The PCOC coordinates the efforts of multiple regional agencies, programs, and systems that aim to improve the health, equity, and quality of life for women, children, and families – HMG is the system that will enable the PCOC’s regional coordination activities.

The rationale for funding HMG in Clackamas County is that the funds will be used to pay for a cross-systems HMG team [HMG Liaison (known throughout as “Liaison”), Liaison Manager, Data Entry Specialist, and Strategic Communications Specialist and Strategic Communications Director] at the Clackamas County Children’s Commission (CCCC). The HMG team will provide capacity to actualize the long-term vision for HMG in Clackamas County and collaborate on the system changes that are necessary to implement the PCOC in the tri-county region.

### 2. Scope of Work

#### 2.1. Contract oversight, administration, and technical assistance

- Goal: In collaboration with Health Share of Oregon, Regional HMG, and leadership at CCCC, Public Health/APHP will provide contract oversight, administration, and technical assistance for the implementation of HMG in Clackamas County.
- Contract oversight, administration, and technical assistance activities include, but are not limited, to the following components:
  - Budget monitoring
  - Monitoring and evaluating progress reports from CCCC (see section 4 below)
  - Frequent communication with Health Share, Regional HMG, and HMG team (e.g.,



- meetings and ongoing HMG updates)
- Consultation and technical support from Public Health/APHP on various topics/issues/challenges/barriers
- Ensuring there is adequate staffing to operate HMG (i.e., consistent FTE is committed to HMG)

## 2.2. Continuity and system alignment

- Goal: In collaboration with Health Share of Oregon, Regional HMG, leadership at CCCC, and the Early Learning Hub, Public Health/APHP will ensure that HMG aligns with other maternal, child, and family health and early learning systems.
- Continuity and system alignment activities include, but are not limited, the following components:
  - In partnership with Public Health/APHP and other early learning partners, the Liaison and Liaison Manager will:
    - Act as the link between Clackamas County-operated maternal, child, and family health and well-being services, community-based organizations, and Regional HMG
    - Will actively contribute to the development of a coordinated PCOC, both within Clackamas County and the tri-county region
    - Will work to align HMG with Connect Oregon/Unite Us
    - Will work to align HMG with Home Visiting programs
    - Will work to align HMG with existing screening and referrals systems

## 2.3. Resource maintenance and community outreach

- Goal: In collaboration with Health Share of Oregon, Regional HMG, leadership at CCCC, and the Early Learning Hub, Public Health/APHP will ensure the HMG team promotes HMG as a system to support community partners and Clackamas County families.
- Resource maintenance and community outreach include, but are not limited, the following components:
  - In partnership with Public Health/APHP and other early learning partners, the HMG team will:
    - Regularly enter new resources and validate existing resources in the Regional HMG resource database
    - When possible, conduct prenatal and early childhood program eligibility determinations and program enrollment, as well as coordination and integration of local referral and resource supports
    - Promote young child development, screening and referral processes throughout the community, with specific emphasis on cultural outreach/partnering with culturally-specific agencies and communities of color
    - Conduct outreach related to increasing developmental awareness for families and promotion of HMG. Outreach can be conducted virtually (e.g., texting, website, social media) or in-person (following all COVID-19 requirements)
    - Present information related to developmental knowledge and screening/referral practices. This information will be consistent with Regional HMG messaging

## 2.4. Quality improvement

- Goal: In collaboration with Health Share of Oregon, Regional HMG, and CCCC, Public Health/APHP will engage in continuous quality improvement in order to strengthen the infrastructure for local prenatal and early childhood services.
- Quality improvement activities include, but are not limited, the following components:
  - Public Health/APHP will ensure the HMG team is regularly identifying, documenting, and communicating gaps in the service array
  - In partnership with Public Health/APHP, the HMG team will share lessons learned and

implementation updates with Health Share of Oregon, Regional HMG, leadership at CCCC, the Early Learning Hub, and members of the PCOC

- Public Health/APHP will ensure CCCC is implementing findings from quality improvement activities

#### 2.5. Partnership development and stakeholder engagement

- Goal: In collaboration with Health Share of Oregon, Regional HMG, the PCOC members, the Early Learning Hub, and CCCC, Public Health/APHP will enhance existing partnerships, develop new partnerships, and engage stakeholders in Clackamas County HMG.
- Partnership development and stakeholder engagement activities include, but are not limited, the following components:
  - Public Health/APHP will work with CCCC to regularly engage with service providers, parents, the Clackamas County Early Childhood Committee, and the Early Learning Hub to obtain their feedback on HMG
  - In partnership with Public Health/APHP, CCCC/the HMG team will contribute to a local service array gap analysis

#### 2.6. Equity and trauma-informed practices

- Goal: In collaboration with Health Share of Oregon, Regional HMG, the PCOC members, the Early Learning Hub, and CCCC, Public Health/APHP will develop and implement strategies that are grounded in racial and health equity and trauma-informed practices.
- Equity and trauma-informed practice activities include, but are not limited, the following components:
  - Public Health/APHP will work with partners to find, understand, and eliminate disparities in racial and health outcomes (and conditions that influence them) (see section 3 for additional details)
  - Public Health/APHP will ensure that HMG services are trauma-informed, focus on the most vulnerable groups that face the most or greatest challenges, and that resources and power are allocated where they are most-needed (see section 3 for additional details)
  - Public Health/APHP will work with partners to examine the multiple barriers that families experience when they access and engage in prenatal and early childhood services, supports, and resources.

### 3. Equity and Community Engagement

#### ● Health Equity

Clackamas County affirms the values of equity, diversity, and inclusion in every aspect of County governance, operations, and services rendered to County residents and the public at-large. In 2012, the Clackamas County Board of Commissioners approved a Resolution Valuing Diversity. In this resolution, they affirmed support for the formation of the employee-led Equity, Diversity and Inclusion Council (EDIC) and the community-based Leaders for Equity, Diversity and Inclusion Council (LEDIC). These advisory councils dedicate volunteer hours to creating, implementing, and advising on equity, diversity and inclusion programming and policy across the county. In 2020, the Clackamas County Board of County Commissioners passed a Resolution Condemning Violence and Racism Directed at Black, African Americans and all People of Color. Also in 2020, the Board of County Commissioners formed the Office of Equity and Inclusion, the first ever in Clackamas County.

Building off the foundational work from Clackamas County, Public Health/APHP has developed a comprehensive health equity strategy, which includes:

- Analyzing maternal, child, and family health data by race and ethnicity;
- Identifying and influencing institutional policies and practices that limit opportunities;
- Committing internal resources to assess and address health and racial equity goals;
- Working alongside of our community to build on strengths, leverage resources, and take

- action;
  - Providing equitable and transparent access to organizational decision-making and resource allocation;
  - Offering programs and services that are relevant to Clackamas County residents and businesses no matter where they live; and
  - Building a workforce that reflects the racial and ethnic diversity of the community and meets the needs of Clackamas County residents.
- Public Health/APHP acknowledges the current health and social service system does not meet the needs of families, or organizations that serve families, because of multiple factors, including:
  - The burden of navigating systems is placed on families and providers;
  - Families must endure numerous screenings and eligibility checks;
  - Lack of access to underserved populations data for planning and evaluation, and
  - 
  - Information-sharing between service providers is limited.

The implementation of HMG in Clackamas County will advance health equity because, at its core, HMG is a “network of community resources [that] works like a power grid. When the grid functions well, families can plug-in to an organized flow of resources and easily access the ones they need.” HMG addresses the health disparities that manifest when families cannot access critical health care and social services, and Public Health/APHP are committed to leveraging HMG to advance health equity for our residents (see sections 2.6 and 3.2 for specific strategies and metrics).

- Health Disparities
  - Families benefit, and the prevalence of health disparities lessen, when families engage with effective health and social service systems. Clackamas County HMG will reduce health disparities because the HMG system strengthens the links between children’s health and early learning systems, and maintains consistent, robust, and replicable screening and referral processes. This systems includes linking parents to culturally specific community-based services. Because Clackamas County HMG is a broad system change, the focus of data collection and tracking is on process metrics, and less on individual health outcomes.
  - As outlined in section 2. (Scope of Work), the activities of HMG include the following: (1) contract oversight, administration, and technical assistance; (2) continuity and system alignment; (3) resource maintenance and community outreach; (4) quality improvement; (5) partnership development and stakeholder engagement; and (6) equity and trauma-informed practices. Metrics that are related to the above activities, and can demonstrate impact on the systems that reduce the prevalence of health disparities include, but are not limited, to the following:
    - # of local outreach activities to agencies representing communities of color
    - # of culturally-specific agencies that are in the regional HMG database
    - # of successful connections (referrals) for families
    - Quantitative assessment of the # of self-identified goals that a family achieves
    - Qualitative assessment of the strength of relationships (responsiveness with referrals, requests for partnership, etc) with culturally-specific agencies and population-specific early learning systems (e.g., Clackamas County ESD)
    - Qualitative feedback from Regional HMG annual parent survey, focusing specifically on assessment of trust and relationship-building with hard-to-reach communities and communities of color
    - Demographic background of HMG participants

Public Health/APHP will collect and/or assess the above metrics from CCCC and Regional HMG. When available, all data will be stratified by County. See sections 4 and 5 for specific details.

- Community Engagement
  - Clackamas County HMG is the result of an extensive, multi-stage stakeholder engagement/family journey process that was led by Health Share of Oregon, in addition to the community needs that have been assessed and highlighted in the regional Healthy Columbia Willamette Collaborative, Community Health Needs Assessment and the Blueprint for a Healthy Clackamas County, Community Health Improvement Plan. Community input has been essential to the development and continuous quality improvement of HMG.
  - The results of HMG will be reported back to the service providers and families that utilize the system by leveraging the robust stakeholder network that HMG is connected to, including: All: Ready; the Early Learning Hubs; the Clackamas County Public Health Advisory Committee; the PCOC partners; Regional HMG; and the Parent Policy Council and the Advisory Council at CCCC.

#### 4. Deliverables and Timeline

Description	Due Date
Public Health/APHP will summarize and share CCCC’s quarterly progress report findings with Regional Help Me Grow	April 30, 2021 July 30, 2021 October 29, 2021 February 11, 2022
Public Health/APHP will submit an annual progress summary report to Health Share of Oregon and Regional Help Me Grow	December 31, 2021
Public Health/APHP will produce an annual local service array gap analysis (work will intersect with the regional resource database contributions from the Liaison)	December 31, 2021

#### 5. Metrics and Reporting

5.1. Metrics (see Exhibit C for CCCC progress report template)

##### Meetings

**Deliverables:** Attendance and participation at monthly operations meeting, monthly regional Liaison meeting, quarterly county strategy meeting

**Accountability Check:** Participation report and follow-up tasks distributed to all stakeholders quarterly

Process	Responsible	Due Date
Monthly operations meeting <ul style="list-style-type: none"> <li>• Agenda: review the previous month's outputs - presentations and outreach completed, gaps identified and filled, resources validated.</li> <li>• 30 minute meeting to review work of previous month</li> </ul>	Liaison Liaison Manager HMG-Regional	Held between 12-17 <sup>th</sup> of each month
Monthly regional liaison meeting <ul style="list-style-type: none"> <li>• Agenda: county updates, regional news, upcoming priorities.</li> </ul>	Liaison Liaison Manager HMG-Regional	4 <sup>th</sup> Monday of each month, 3- 4pm

<ul style="list-style-type: none"> <li>Hour meeting to share new developments across region and connect with regional HMG staff</li> </ul>		
Quarterly county strategy meeting <ul style="list-style-type: none"> <li>Agenda: review of quarterly Liaison outputs through regional lens, establish the next quarter's presentation and outreach targets for Liaisons, gaps to be filled.</li> <li>Hour meeting to review data and collaboratively set priorities for the coming quarter</li> </ul>	HMG team HMG-Regional Health Share APHP staff	Quarterly

**Promoting Help Me Grow as a system to support community partners**

**Deliverable:** Conduct at least two outreach activities per week (24 per quarter)

- 50% of activities are with organizations that are culturally-specific and/or represent communities of color
- 25% of activities are with general audiences
- 25% of the activities are with HMG partner organizations

**Accountability:** Number and percent of outreach activities will be reviewed in the monthly operations meeting

Process	Responsible	Due Date
Details on each outreach activity will be recorded in HMG database (please reference HMG Liaison Handbook for data entry instructions)	Data Entry Specialist	End of each month
Report of the previous month's activities to all stakeholders for discussion at the monthly operations meeting	HMG-Regional	3rd of each month

**Resource database: Entering new resources**

**Deliverable:**

- Gaps in services for young children and families will be identified. Categories with fewer than 5 resources will be considered a gap to be filled.
- At least 3 resources added to the database to fill the need
- # of culturally-specific agencies that are in the regional HMG database (by County)

**Accountability:** In the monthly operations meeting, new resources added to the database are reviewed, and gaps prioritized for the next month

Process	Responsible	Due Date
Identify gaps in local community resources by reviewing "service area" and "resource categories" in the HMG resource database.	HMG-Regional	1 <sup>st</sup> of each month
Identify services to meet the prioritized gap for each month. Enter the organizations that provide those services into the HMG database. Details included are, but are not limited to, service delivery logistics, cultural specificity, and languages spoken by staff. (Please see the HMG Liaison Handbook for a full outline of required organizational fields)	Liaison Data Entry Specialist	End of each month
Report of the previous month's resources sent to all stakeholders for discussion at the monthly operations meeting	HMG-Regional	3rd of each month

**Resource database: Validate existing resources**

**Deliverable:** Existing resources in the HMG database are validated for accuracy monthly

**Accountability:** In the monthly operations meeting, the team will review county-specific lists with the dates the information was validated

Process	Responsible	Due Date
Review county-specific community resources in the HMG resource database. Ensure the details on services are correct and current. Enter the date of validation for each organization.	Liaison Liaison Manger Data Entry Specialist	End of each month
Report of records validated sent to all stakeholders	HMG-Regional	3rd of each month

**System Effectiveness**

**Deliverable:** Quarterly report of relevant metrics

**Accountability:** In the quarterly county strategy meeting, the team will review the system effectiveness metrics

Process	Responsible	Due Date
Review the number of successful connections (referrals) for families	HMG-Regional	Beginning of each quarter
Conduct a quantitative assessment of the number of self-identified goals that a family achieves	HMG-Regional	Beginning of each quarter
Conduct a qualitative assessment of the strength of relationships (responsiveness with referrals, requests for partnership, etc) with culturally-specific agencies and population-specific early learning systems		Beginning of each quarter
Summarize qualitative feedback from Regional HMG annual parent survey, focusing specifically on assessment of trust and relationship-building with hard-to-reach communities and communities of color	HMG-Regional	Beginning of each quarter
Review demographic background of HMG participants	HMG-Regional	Beginning of each quarter
Review county-specific HMG system improvement activities	APHP staff	Beginning of each quarter

5.2. Reporting Schedule

Reporting Period	Report Due
January – March 2021	April 15, 2021
April – June 2021	July 15, 2021
July – September 2021	October 15, 2021
October – December 2021	January 15, 2021

**Exhibit B**  
**Budget**

Clackamas County Health, Housing and Human Services Department

Project Name: Help Me Grow

Grant Amount: 80,000

Funding Period: January 1, 2021-December 31, 2021

Health Share Project Code: 360085

Consultants + Contracted Services	Description/Purpose	Amount
Clackamas County Children's Commission (CCCC)	Subcontract is for CCCC to operate Help Me Grow. Funds will be used to pay for a cross-systems Help Me Grow team that includes a: (1) Liaison (10%; \$5,968.09), (2) Liaison Manager (10%; \$9,071.02), (3) Data Entry Specialist (10%; \$5,290.09), (4) Strategic Communications Specialist (45%; \$38,883.92), and (5) Strategic Communications Director (10%; \$10,274.38).  <b>Total personnel = \$69,487</b>  <b>Total materials and supplies (printing and mailing HMG materials, social media) = \$2,513</b>	\$72,000
Subtotal		72,000.00

Indirect + Administrative Expenses	Description/Purpose	Amount
Clackamas County Public Health	Contract oversight, administration, and technical assistance (10% of \$80,000)	8,000.00
Subtotal		8,000.00

**TOTAL GRANT AMOUNT \$ 80,000.00**

**Exhibit C**  
**Progress Report Template**

**Help Me Grow Progress Report**

**Agency: Clackamas County Children's Commission**

**Reporting Period:**

**Submitted by:**

**Program Reporting**

**Please report on the following that was achieved during the reporting period:**

1. Attendance and participation at the monthly Help Me Grow (HMG) operations meeting and the monthly regional HMG Liaison meeting.
  - a. What meeting follow-up tasks were achieved during the quarter?
2. Number of total HMG outreach activities? Activities can include, but are not limited, to presentations about HMG, information/resource circulation, and marketing of partner organization's services. (Expectation is to do a minimum of 24 activities per quarter; activities can include texting, social media, and/or online communications)
  - a. How many activities were with organizations that are culturally-specific and/or represent communities of color? (Expectation is that 50% of activities will be with organizations that are culturally-specific and/or represent communities of color)
  - b. How many activities were with general audiences? (Expectation is that 25% of activities will be with general audiences)
  - c. How many activities were with HMG partner organizations? (Expectation is that 25% of activities will be with HMG partner organizations)
3. List the name and/or number of new resources that were entered in the regional HMG database.
4. On a monthly basis, each county-specific community resource needs to be validated for accuracy and updated in the HMG regional database.
  - a. How many total resources changed over the reporting period?
  - b. How did you verify the accuracy of each resource (i.e., website check, phone call, text, site visit, etc.)
5. Provide a summary on the HMG system improvement activities that were completed over the past quarter.
  - a. Aligning existing screening and referral processes
  - b. Program eligibility/enrollment
  - c. Communication and marketing
  - d. Information exchange with partners
  - e. Racial equity
  - f. Stakeholder (families, service providers) engagement and feedback



- g. Self-assessment
- h. Other

6. Provide a brief narrative on the past quarter's successes and challenges, and recommendations for the upcoming quarter.

**Exhibit D**  
**Health Share Invoice Template**

Organization Name

**INVOICE**

[Street Address]  
[City, State, Zip]  
Phone:  
Attn:  
Email:

Today's Date   
Invoice #   
Due Date   
Health Share Project Code

**BILL TO**

Health Share of Oregon  
Attn: Finance Department  
2121 SW Broadway, Suite 200  
Portland, OR 97201  
[vendorinvoice@healthshareoregon.org](mailto:vendorinvoice@healthshareoregon.org)

Original Grant Amount   
Total Invoiced to Date   
Remaining Grant Amount

Direct Labor: Salary + Benefits	Description/Role	Amount
[Position Name]		
[Position Name]		
[Position Name]		
Subtotal		-

Consultants + Contracted Services	Description/Purpose	Amount
[Name]		
[Name]		
Subtotal		-

Care Coordination	Description/Purpose	Amount
[care coordination/navigation/case mgt service costs, health information technology improvements; do not include staff/admin here]		
Subtotal		-

Social + Community Health Services/Supports	Description/Purpose	Amount
[SDOH screening/referral; patient education; community trainings/events, etc.]		
Subtotal		-

Materials, Supplies + Equipment	Description/Purpose	Amount
[Item Name]		
[Item Name]		
[Item Name]		
Subtotal		-

Other Budgeted Items	Description/Purpose	Amount
[mileage, staff training, etc.]		
Subtotal		-

PAYMENT INSTRUCTIONS

Subtotal   
Indirect/Admin   
**TOTAL \$**

Make all checks payable to  
**[Your Company Name]**

April 29th, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an amendment #1 with Do Good Multnomah  
for Veterans Village services

<b>Purpose/Outcomes</b>	Contractor will provide additional peer support staffing for at the Veterans Village.
<b>Dollar Amount and Fiscal Impact</b>	Not to exceed \$210,006.
<b>Funding Source</b>	County General Funds - Policy Level Proposal
<b>Duration</b>	July 1, 2020 through June 30, 2021
<b>Previous Board Action</b>	073020-A2
<b>Strategic Plan Alignment</b>	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.
<b>Counsel Review</b>	Andrew Naylor 4/5/2021
<b>Contact Person</b>	Vahid Brown, Houseless coordinator (503) 742-5345
<b>Contract No.</b>	9799

**BACKGROUND:**

The Administration Division of the Health, Housing and Human Services Department (H3S) requests approval of a Personal Services contract with Do Good Multnomah (DGM). The Clackamas County Veterans Village serves as a critical program resource in furthering the County's goal of ending veteran homelessness. It provides safety off the streets, opportunities for intensive service engagement, a supportive community environment, and a proven track record of securing permanent housing for the overwhelming majority of program participants. It is the only non-domestic violence adult shelter program in Clackamas County.

Over the history of the project the Clackamas County Veterans Village and its program operator, Do Good Multnomah, has served 62 veterans experiencing homelessness in Clackamas County. In the past fiscal year it helped 10 program participants transition into permanent housing, 7 of those into housing with supportive housing services. The average length of stay at the Village prior to transitioning into permanent housing is 7 months.

Amendment will allow contractor to provide additional peer support staffing at the Veterans Village.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment.

Respectfully submitted,

  
Rodney Cook, Director  
Health, Housing and Human Services Department

*Healthy Families. Strong Communities.*

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

www.clackamas.us

Contract Amendment  
Health, Housing and Human Services Department

H3S Contract Number 9799 Board Agenda Number \_\_\_\_\_ Date \_\_\_\_\_

Division Health Centers Amendment No. 1

Contractor Do Good Multnomah

Amendment Requested By Rodney Cook, Interim Director

Changes:  Scope of Services  Contract Budget  
 Contract Time  Other \_\_\_\_\_

**Justification for Amendment:**

This Amendment adjusts the contract amount to allow an additional Peer Support Staff to be added.

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

---

**AMEND:**

**ARTICLE I.**

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Fifty Seven Thousand Eighty Dollars (\$157,080)**, for accomplishing the Work required by this Contract. Consideration rates are on a [time and materials] [fixed fee] basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

**TO READ:**

**ARTICLE I.**

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Ten Thousand Six Dollars (\$210,006)**, for accomplishing the Work required by this Contract. Consideration rates are on a [time and materials] basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

**AMEND:**

**EXHIBIT C- BUDGET AND STAFFING PLAN**

**CCVV/ Do Good - Support Services      19 PODS**

---

**Starting Date: July 1st, 2020**

<b>Total Budget</b>	<b>\$210,680.</b>
<b>Estimated Expenses</b>	<b>TBD</b>

Staffing			
Description	Estimated cost	Column4	Column5
Staffing (Wages)	\$132,000.	3 FTE	
Benefits	\$6,000.		
Taxes	\$15,180.		
<b>Total</b>	<b>\$153,180.</b>		

Operations			
Description	Estimated Cost	Column2	Column3
Food, Coffee, etc.	\$0.00	Donation	
Office Supplies	\$1,500.00		Phone, etc.
TRIMET	\$2,400.00	DGM Funds	
<b>Total</b>	<b>\$3,900.00</b>		

Rental/ Deposit Funds			
Description	Estimated Cost	NOTES	Difference
Client Assistance	\$50,000.00	DGM Funds	
<b>Total</b>	<b>\$50,000.00</b>		

Administration			
Description	Estimated Cost	Column4	Difference
Insurance	\$2,400.00		
Bookkeeper/ CPA	\$1,200.00	DGM Funds	
<b>Total</b>	<b>\$3,600.00</b>		

TO READ:

**EXHIBIT C- BUDGET AND STAFFING PLAN**

***CCVV/ Do Good - Support Services 19 PODS***

**Starting Date: July 1st, 2021**

<b>Total Budget</b>	<b>\$210,680.</b>
<b>Contract Request</b>	<b>\$210,006.</b>

<b>Staffing</b>			
Description	Estimated cost	Column4	Column5
Staffing (Wages)	\$176,600.	4 FTE	
Benefits	\$8,000.		
Taxes	\$20,306.		
<b>Total</b>	<b>\$204,906.</b>		

<b>Operations</b>			
Description	Estimated Cost	Column2	Column3
Food, Coffee, etc.	\$0.00	Donation	
Office Supplies	\$1,500.00		Phone, etc.
TRIMET	\$2,400.00	DGM Funds	
<b>Total</b>	<b>\$3,900.00</b>		

<b>Rental/ Deposit Funds</b>			
Description	Estimated Cost	NOTES	Difference
Client Assistance	\$50,000.00	DGM Funds	
<b>Total</b>	<b>\$50,000.00</b>		

<b>Administration</b>			
Description	Estimated Cost	Column4	Difference
Insurance	\$2,400.00		
Bookkeeper/ CPA	\$1,200.00	DGM Funds	
<b>Total</b>	<b>\$3,600.00</b>		

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

Do Good Multnomah

Clackamas County

DocuSigned by:

3/31/2021

*Chris Aiosa*

Authorized Signature

Date

Chris Aiosa

Executive Director

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

Name / Title (Printed)

1110774-91

Oregon Business Registry #

oregon nonprofit organization

Entity Type / State of Formation



**DAN JOHNSON**  
DIRECTOR

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

April 29, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Agency Agreement No.34356 with  
Oregon Department of Transportation for the  
Knights Bridge Road: Molalla River Bridge #06520

<b>Purpose/Outcomes</b>	The purpose of the agreement is to approve use of State Funded Local Project (SFLP) Program funds, this agreement allows Clackamas County to proceed with the design, right of way, repair, rehabilitation and a Phase 1 seismic retrofit of the Knights Road Bridge, crossing the Molalla River in Canby.
<b>Dollar Amount and Fiscal Impact</b>	Overall Project Cost Estimate: \$3,601,086 State Funded Local Project funds: \$3,231,254 County Road Fund: \$369,832
<b>Funding Source</b>	State Funded Local Project Program (SFLP) Funds and County Road Funds.
<b>Duration</b>	Upon execution through end of calendar year 2025
<b>Previous Board Action</b>	09/26/17: Approval to apply for the grant through the Oregon Department of Transportation – Local Bridge Program for the Molalla River (Knights Bridge Rd) Bridge #06520 4/20/21: Discussion item at issues
<b>Strategic Plan Alignment</b>	1. How does this item align with your department’s Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of “Travelers on Clackamas County roads will experience safe roads in good condition.” 2. How does this item align with the County’s Performance Clackamas goals? This project will “Build a strong infrastructure” and “Ensure safe, healthy and secure communities” by rehabilitating and retrofitting a functionally obsolete and structurally deficient bridge.
<b>Counsel Review</b>	Date of Counsel review: 04/13/21, NB
<b>Procurement Review</b>	1. <i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. <i>This is an agreement with ODOT</i>
<b>Contact Person</b>	Stan Monte, Project Manager 503-742-4658

**BACKGROUND:**

This is a project agreement between Clackamas County and the Oregon Department of Transportation (ODOT) to rehabilitate the existing bridge on Knights Bridge Road spanning the Molalla River near the City of Canby. The existing bridge, built in 1964, is showing extensive signs of decay as a result of age and heavy truck traffic. The bridge presently has a sufficiency rating of 38.5 and requires load and weight restrictions to be placed on the bridge. The proposed rehabilitation will include a Phase 1 seismic retrofit of the superstructure, painting of the steel girders, patching and sealing of the deck with a full overlay, repair concrete spalling of



abutments and columns and in-water-work for scour repairs at bents, 3, 4, and 5. The proposed improvements are expected to remove the load and weight restrictions on the bridge.

Administered by ODOT, the State Funded Local Projects fund will provide 89.73% of the cost of the project, limited to \$3,231,254. County Road fund will provide, as a "match", the remaining 10.27% cost of the project, estimated to be \$369,832. The project's total estimated cost is \$3,601,086.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners a Local Agency Agreement No. 34356 with Oregon Department of Transportation for the Knights Bridge Road: Molalla River Bridge #06520 as listed in the agreement.

Respectfully submitted,

*Stan Monte*

Stan Monte,  
Project Manager

**LOCAL AGENCY AGREEMENT**  
**State Funded Local Project Program**

**Project Name:** Knights Bridge Road: Molalla River Bridge (Canby)

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

**RECITALS**

1. Agency wishes to exchange unspent federal funds for state funds, in order to fund the Project using state funding. State has determined that Agency is eligible for state funds for the work to be performed under this Agreement through the State Funded Local Project Program. The Parties enter into this Agreement to exchange these funds, identify the Project that will be funded with the state funds, and describe the method State will use to reimburse Agency for work performed on the Project using the state funds, including establishing invoicing requirements and the proportional reimbursement rate.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
3. Molalla River Bridge is a part of the county road system under the jurisdiction and control of Agency.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. State and Agency agree to Agency delivering Knights Bridge Road: Molalla River Bridge (Canby) project, hereinafter referred to as "Project." Project includes rehabilitating the existing bridge (bridge number 06520), including: Phase 1 seismic retrofit (superstructure only); paint the steel girders; patch deck spalls, seal deck cracking and perform a deck overlay (MPCO); patch column spalls; repair delaminations and concrete spalls at columns and abutments; and perform scour repair at bents 3, 4, and 5. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The total Project cost for the work to be performed under this Agreement is estimated at \$3,601,086, which is subject to change. Prior to exchanging funds, the federal share of the total Project cost is \$3,231,254.48.

- a. Per the 1:1 fund exchange ratio of state dollars to federal dollars, Agency will exchange \$3,231,254.48 of federal dollars allocated for this Project for \$3,231,254.48 of state dollars.
  - b. State funds under this Agreement are limited to \$3,231,254.48.
3. Upon receipt and approval of Agency's invoice(s), State shall proportionately reimburse Agency 89.73% percent of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.
  4. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. Any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.
  5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
  6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.

## **AGENCY OBLIGATIONS**

1. Agency shall perform the work described in TERMS OF AGREEMENT, Paragraph 1 of this Agreement.
2. **Americans with Disabilities Act Compliance:**
  - a. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA").

Agency may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- b. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
  - c. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
  - d. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
    - i. Pedestrian access is maintained as required by the ADA,
    - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
    - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
    - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
    - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
  - e. Maintenance obligations in this section shall survive termination of this Agreement.
3. Except as otherwise provided in Agency Obligations Paragraph 2 above, Agency agrees that the Project shall be developed in conformance with the applicable American Association of State Highway and Transportation Officials (AASHTO) standards, including the current edition of A Policy on Geometric Design of Highways and Streets.
4. The Parties agree that bridge design shall meet AASHTO Load Resistance Factor Design (LRFD) Bridge Design Specifications (current version), AASHTO Guide

Specifications for LRFD Seismic Bridge Design, and ODOT Load Resistance Factor Rating (LRFR), Tier 2 Load rating.

5. Agency shall submit all of the following items to State's Project Manager, at Project completion and prior to final payment:
  - a. Final Project completion Inspection form No. 734-5063 (completed with State's Project Manager);
  - b. Final Cost;
  - c. As-Constructed Drawings
  - d. Structural Analysis Information (if applicable);
  - e. Foundation Report;
  - f. Hydraulic Report including Scour Analysis.
  - g. Pile Records and drill logs (if applicable);
  - h. Final Load Rating calculation with a stamped report with a CD containing all electronic files to the State's Senior Local Bridge Standards Engineer;
  - i. Notify State's Local Agency Bridge Inspection Coordinator at [Richard.J.King@odot.state.or.us](mailto:Richard.J.King@odot.state.or.us), and [bridge@odot.state.or.us](mailto:bridge@odot.state.or.us) to ensure the initial inspection will be scheduled; and
  - j. Inspection with State's Project Manager under this Agreement, State's Region Senior Structural Designer, or State's Senior Local Bridge Standards Engineer.
6. Agency shall submit, prior to final payment, required bridge plans, reports, and documentation to State's Project Manager and Senior Local Bridge Standards Engineer, using an electronic files package: MicroStation file and PDF file output that shows all red-line as-constructed markups of plan sheets (and additional files listed below, if applicable to the Project). Agency shall follow the file naming convention required in the Bridge Design and Drafting Manual located at: [http://www.oregon.gov/ODOT/HWY/BRIDGE/Pages/standards\\_manuals.aspx#Bridge\\_Design\\_&\\_Drafting\\_Manual](http://www.oregon.gov/ODOT/HWY/BRIDGE/Pages/standards_manuals.aspx#Bridge_Design_&_Drafting_Manual).
  - a. In the "AsConstructedPlans" folder on State's FTP directory (available at the following link): <ftp://ftp.odot.state.or.us/AsConstructedPlans/>, Agency shall create a subfolder under the "Bridge" folder using the bridge numbers shown in this Agreement for each bridge for the subfolder name. Agency shall place the PDF files in these folders, including:
  - b. **11 inch x 17 inch PDF plan sheets** stamped and signed - as-constructed markups, containing final construction notes.
  - c. Agency shall also place copies in same FTP folder of the following reports/records identified in Agency Obligations, paragraph 5 of this Agreement.
  - d. Agency shall send email notification to State's Project Manager and Senior Local Bridge Standards Engineer [Holly.M.WINSTON@odot.state.or.us](mailto:Holly.M.WINSTON@odot.state.or.us) and to the [bridge@odot.state.or.us](mailto:bridge@odot.state.or.us) mailbox after placing files on FTP site (include link to applicable FTP subfolder in email).

7. **Project Change Request (PCR) Process** - Agency must obtain approval from State's Bridge STIP Coordinator and State's Bridge Engineer for changes to the Project's scope, schedule, or budget by submitting a PCR, as specified in Paragraphs 6 a-f, below. Agency shall be fully responsible for all costs attributable to changes to the established Project scope, schedule or budget made prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.
- a. **Scope** - A PCR is required for any significant change or reduction in the scope of work described in the Project Description in Terms of Agreement, paragraph 1.
  - b. **Schedule** - A PCR is required if Agency or State's Contact anticipates that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
  - c. **Budget** - The Project's estimated budget is used for determining the level of compensation for completed work. Increases or decreases in the budget which require a STIP amendment also require the submission of a PCR to the State's Regional Local Agency Liaison.
  - d. PCR requests that result in Project cost increases that are equal to or less than twenty (20) percent of the total estimated Project cost or \$200,000, whichever amount is less, can be approved by the State Bridge Engineer. Such amendments can be approved and entered into by the State Bridge Engineer, subject to any applicable State approvals.
  - e. PCR requests that result in a Project cost increase in excess of twenty (20) percent of the total estimated Project cost or \$200,000, whichever amount is greater, must be approved by the State Bridge Engineer and the Local Agency Bridge Selection Committee with a majority vote. Such amendments must be executed by the same officials who executed the original Agreement, and are subject to any applicable State approvals.
  - f. **PCR Form** - Agency must submit all change requests using PCR Form 734-2851 attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A PCR may be rejected at the discretion of State's Bridge Engineer.

The fillable PCR form and its instructions are available at the following web site:  
<http://www.oregon.gov/ODOT/Forms/20DOT/2851.doc>

8. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for

review and approval. Such invoices shall be in a form identifying the Project, Key number, the Agreement number, the Project phase and amount charged to each (such as preliminary engineering, right of way, and construction), the invoice number, and will itemize all expenses for which reimbursement is claimed. Invoices shall be presented for periods greater than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Travel expenses will not be reimbursed.

9. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
10. Agency or its consultant shall acquire all necessary right of way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.
11. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.

14. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as twenty 20 years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
15. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
  - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
  - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
16. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.
17. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
18. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important



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

19. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:

- a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
- b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
- c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than  \$1,000,000  \$2,000,000  \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than  \$1,000,000  \$2,000,000  \$4,000,000  10,000,000.
- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
- e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance

coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.

20. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
21. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
22. Agency's Project Manager for this Agreement is Joel Howie, Civil Engineering Supervisor, 150 Beaver Creek Road, Oregon City, OR 97045, 503-742-4658, [jhowie@co.clackamas.or.us](mailto:jhowie@co.clackamas.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. In consideration for the services performed under this Agreement, State shall reimburse Agency 89.73% percent of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, Paragraph 2 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency, except that final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.
2. State shall provide the following items to Agency's Project Manager no later than 30 days after execution of this Agreement:
  - a. Scoping Notes; and
  - b. Any other project specific information gathered during the scoping and selection process
3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.

4. State Contact for this Agreement is Mahasti Hastings, R1 Local Agency Liaison, 123 NW Flanders Street, Portland, Oregon 97209, (503) 731-8595, [Mahasti.v.hastings@odot.state.or.us](mailto:Mahasti.v.hastings@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2(a) or (b) above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing.

Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties,

notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No 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 that Party of that or any other provision.

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

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #21885) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

Agency/State  
Agreement No. 34365

**CLACKAMAS COUNTY**, by and through  
its elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL  
(If required in Agency's process)**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Joel Howie, Civil Engineering Supervisor  
150 Beaver Creek Road  
Oregon City, OR 97045  
503-713-3504  
[jhowie@co.clackamas.or.us](mailto:jhowie@co.clackamas.or.us)

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

By \_\_\_\_\_

Delivery and Operations Division  
Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Region 1 Manager

Date \_\_\_\_\_

By \_\_\_\_\_

State Traffic-Roadway Engineer

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

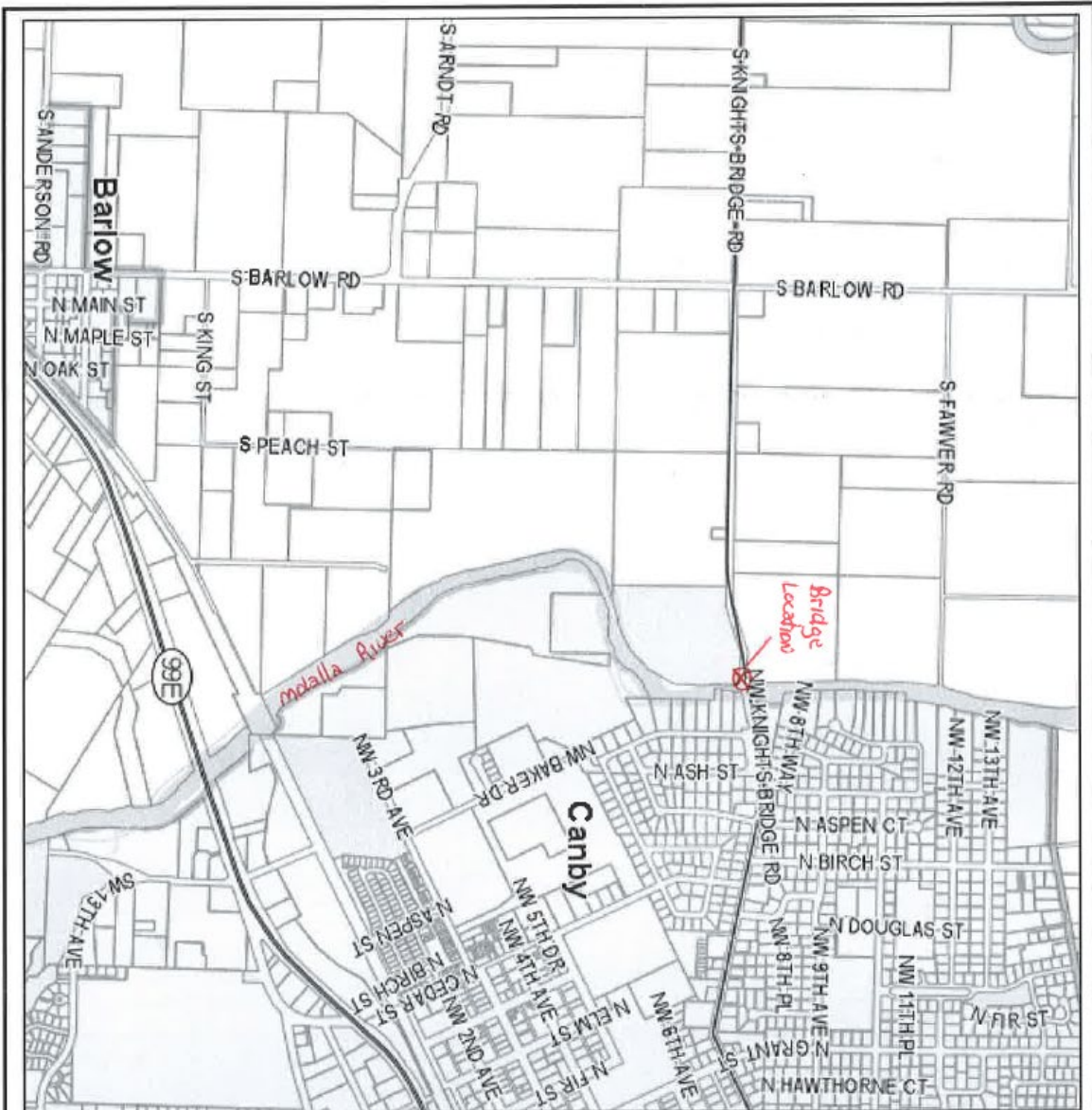
By Jennifer O'Brien via email  
Assistant Attorney General

Date 3/31/21

**State Contact:**

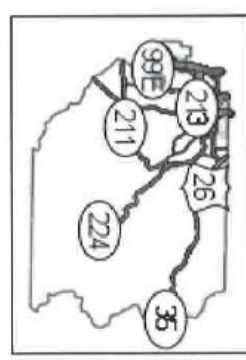
Mahasti Hastings, Local Agency Liaison  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8595  
[Mahasti.v.hastings@odot.state.or.us](mailto:Mahasti.v.hastings@odot.state.or.us)

**EXHIBIT A – Project Location Map**



**Clackamas County**

Molalla River (Knights Bridge Rd) Bridge - Vicinity Map



Geographic Information Systems  
 168 Warner Milline Road  
 Oregon City, OR 97045

This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information before

Mon, 9 Oct 2017 15:53:05



**DAN JOHNSON**  
DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Colehour + Cohen Inc. dba C+C for Strategic Marketing Consultant Services for Phases II & III of the County Drive to Zero Project**

<b>Purpose/Outcome</b>	Approval of Contract between Colehour + Cohen Inc. dba C+C and Clackamas County Department of Transportation Development to develop a Strategic Marketing Plan for Phases II & III of the County Drive to Zero Project (campaign).
<b>Dollar Amount and Fiscal Impact</b>	Total Contract Value of \$242,000 and is a budgeted expense.
<b>Funding Source</b>	Drive to Zero Funds (GF) \$187,450 ODOT Safe Community Grant \$54,550
<b>Duration</b>	December 31, 2021
<b>Previous Board Action/Review</b>	Board approved the Traffic Safety Action Plan in March 2019. 4/20/21: Discussion item at issues
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? Safe Roads is one of the Areas of Strategic Focus. "The public's increasing expectation that the transportation system will be safer and support a healthier community."  2. How does this item align with the County's Performance Clackamas goals? By 2035, reduce the number of fatalities resulting from crashes on roads in Clackamas County to zero.
<b>Counsel Review</b>	1. 4/1/21 2. Counsel Initials: AN
<b>Procurement Review</b>	Was the item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
<b>Contact Person</b>	Rob Sadowsky, Transportation Safety Outreach Coordinator, 503-679-7375
<b>Contract No.</b>	3939

**Background:**

The Department of Transportation and Development launched a marketing campaign with funds from the National Safety Council to target teen's use of cell phones while driving in the communities of Molalla and Canby and surrounding rural areas (Phase I). This educational



campaign is focused on behavioral change. Layered throughout the project will be the intentional collaboration with partners in public health and schools and our local enforcement community. This contract will expand this work further to a larger community and to build new efforts to reduce dangerous driving behaviors among adults and teens throughout the county.

The County's Drive to Zero initiative is an inspiring goal. To be successful, we need active partners throughout the county that will engage in the implementation of various elements and work toward the behavioral change that is necessary. The Transportation Safety Action Plan and the embodiment of Drive to Zero needs effective communications that is centered on county stories told by county people. We hope that target audiences see themselves in these stories and add to the collection of stories of how together, as a county, we can achieve this inspiring vision. Ultimately, the problem we are trying to impact is the number of fatalities and serious injuries due to traffic crashes in the county.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on October 29, 2020. Proposals were opened on December 2, 2020. The County received four (4) Proposals: BlackInk Creative Partners LLC, Colehour + Cohen Inc. dba C+C, PT3 Inc., dba Pac/West Communications, and Zero Company Performance Marketing Inc. An evaluation committee of DTD personnel scored the Colehour + Cohen, Inc. dba C+C the highest. Upon Contract award, the statement of work and project fees were negotiated and finalized.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Contract with Colehour + Cohen Inc. dba C+C for the Strategic Marketing Consultant Services for Phases II & III of the County Drive to Zero Project.

Sincerely,

*Joseph Marek*

Joseph Marek, Transportation Safety Program Manager

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services



**Department of Finance**

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

April 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

A Resolution Approving the Submission of  
The Assessor's CAFFA Grant Application for FY 2021-2022

<b>Purpose/Outcome</b>	This resolution is an annual requirement to accompany the application for a grant from the State of Oregon Department of Revenue to the Clackamas County Assessor's Office.
<b>Dollar Amount and Fiscal Impact</b>	The grant provides approximately 15% of the revenue for the Assessor's Office.
<b>Funding Source</b>	The State of Oregon
<b>Duration</b>	Effective July 1, 2021 to June 30, 2022
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. The CAFFA Grant Request provides essential funding to help us meet statutory requirements and moves forward our day to day business operations, which aligns with each of our department strategic business plan goals.</li><li>2. The CAFFA Grant Request aligns with the County Performance Clackamas goal to Build Public Trust through Good Government by providing funding for the Clackamas County Assessment and Taxation Department to administer the property tax system fairly and equitably.</li></ol>
<b>County Counsel Review</b>	Reviewed and approved by County Counsel on 4/13/2021.
<b>Contact Person</b>	Tami Little, County Assessor 503-655-8302 Jian Zhang, Finance Department 503-742-5434

**BACKGROUND:**

County Assessment Function Funding Assistance (CAFFA) is a grant from the State of Oregon to Clackamas County Assessor's Office. The grant provides approximately 15% of the revenue for the Assessor's Office. All documents required to be included in the grant application are attached. They include a summary of expense, two staffing reports, two narrative reports, and two work activity forms, Grant Application Resolution.



Elizabeth Comfort  
Finance Director

**Department of Finance**

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

The application and accompanying documents must be received in the State Department of Revenue by May 1, 2021, and this material has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of Commissioners approve this resolution, so that this grant application may be submitted to the state.

Respectfully submitted,

*Sandra Montoya*

Sandra Montoya  
Budget Manager, Finance Department



# Form 1 Grant Application Staffing

**2021-2022**

	Column 1 Approved FTE current year (2020-21)	Column 2 Budgeted FTE coming year (2021-22)	Column 3 Change (Column 2 less Column 1)
County <u>CLACKAMAS</u>			
<b>A. Assessment administration</b>			
Assessor, deputy, etc. ....	2.00	2.00	0.00
Assmt. support staff, deed clerks and data entry staff	18.80	18.80	0.00
Total assessment administration staff .....	20.80	20.80	0.00
<b>B. Valuation and appraisal staff</b>			
Chief appraisers/appraiser supervisor .....	3.00	3.00	0.00
Lead appraisers .....	6.00	6.00	0.00
Residential appraisers .....	5.50	5.50	0.00
Commercial/industrial appraisers .....	3.50	3.50	0.00
Farm/forest/rural appraisers.....	2.00	2.00	0.00
Manufactured structure/floating structure appraisers	0.50	0.50	0.00
Personal property appraisers.....	0.50	0.50	0.00
Personal property clerks.....	2.00	2.00	0.00
Sales data analyst.....	2.00	2.00	0.00
Data gatherers and appraisal techs.....	0.00	0.00	0.00
Total valuation and appraisal staff .....	25.00	25.00	0.00
<b>C. Board of Property Tax Appeals (BoPTA)</b>	1.00	1.00	0.00
<b>D. Tax collection and distribution administration</b>			
Administration, deputy, etc.....	1.00	1.00	0.00
Support and collection .....	5.50	5.50	0.00
Tax distribution .....	1.25	1.25	0.00
Foreclosure and garnishment.....	0.75	0.75	0.00
Total tax collection and distribution .....	8.50	8.50	0.00
<b>E. Cartography and GIS administration</b>			
Cartographic/GIS supervisor.....	0.00	0.00	0.00
Leadcartographers .....	1.00	1.00	0.00
Cartographers.....	5.00	5.00	0.00
GIS specialists.....	1.40	0.50	(0.90)
Total cartographic and GIS staff .....	7.40	6.50	(0.90)
<b>F. Dedicated IT services for A&amp;T</b>	2.00	2.00	0.00
<b>G. Total assessment and taxation staffing</b>	64.70	63.80	(0.90)

County CLACKAMAS

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than those reported on Form 1, Section B, note that here and include the FTE.

There are no differences between current year approved staffing and our budgeted year 2021-2022, except as noted in Section E ahead.

Vacancies continued to be filled throughout the year and lag time due to the recruitment process sometimes impacts specific workloads during annual cycles. We completed 1 FTE recruitment in FY 2020-21, with two FTE in open recruitment status, which is the equivalent of 5% of our 60 FTE count. We currently have 1 vacant position for an A & T Specialist 1 in section A. We have been waiting to fill this position until more certainty is known surrounding the COVID pandemic. We have decreased our open to the public hours, which has enabled us to dedicate more staff time to core work and absorb the workload created by the vacancy. When more is known about what normalization means post pandemic, we will hire this position or repurpose it based on post pandemic process changes. Temporary help is budgeted at \$60,000 and is largely used to support our CIM (Commercial, Industrial, and Multi-family) project. The CIM project will make property data available online for commercial properties. A small portion of the temporary help's time will be spent on personal property processing, document scanning, appraisal data entry, and entering diagrams, and photos into our appraisal system, and Assessment & Tax customer support.

A. Assessment & Administration: No changes, as noted above our only vacant position not in an active recruitment is in this category and will be addressed in the future as noted above.

B. Valuation – Appraisal Staff: No changes, residential appraisal staff continued to have a high volume of work due to real estate sales activity, new construction and other exception events that continue to show significant increases. We also have an increase in permits and anticipate a significant increase in appeals.

To date, we have not needed to contract with a fee appraiser since the fiscal year 19-20. During that fiscal year, when we decided to no longer contract work with a Fee Appraiser to handle major commercial/industrial appeals and instead conducted the appeal work ourselves. If we are unable to address appeals due to complexity or volume, we will contract with Fee Appraisers using County Procurement which has existing contracts in place for this type of work.

C. Clerk / BOPTA staff: No change, the projected 1 FTE are .5 from the Assessor's office and .5 from the Clerk.

D. Tax Collection & Distribution Administration: No Changes

E. Cartography & GIS Admin: No changes to A & T positions. TS decreased their resources to account for completing their portion of the ORMAP Goals. In total, 0.5 GIS Specialists listed are fully funded by Technical Services and provide support to our Cartography section.

A & T received approval of 1 additional ORMAP Grant for \$35,000 for tax map annotation work for the Assessor's part of the project converting Mylar maps to final digital maps. We will continue to employ 2 temporary GIS Cartographers to utilize those funds. We are in the process of submitting an Spring

2021 ORMAP Grant application and we anticipate that we will request additional ORMAP funding for the Fall 2022 ORMAP Grant process. We have 255 maps that need final annotation and 247 that need final review before being retired.

GIS/ORMAP: The County continues to provide support and resources to progress toward ORMAP goals. To date we have retired 2,896 Mylar Maps out of a total of 3,412. Additional in-kind support for the GIS data creation part of the project includes TS and other County Support at \$40,000.

F. A&T Data Processing Staff: This is support from County Technical Services Department for Database support, maintenance, programming, and web services.

Form 4

#7 Other Valuation Appraiser Activity: 1.5 FTE is attributed to appraisal time directed to the ProVal CAMA system upgrade testing and development, neighborhood boundary maintenance, special projects and outlier analysis. Resource limitations and strong real estate sale activity have impacted the ability to direct additional resources to populate our CAMA system with the commercial/industrial property characteristic data and build income property valuation models to enable valuation and recalculation of these types of property within our system. This remains a strategic goal. Despite the resource limitations, we have made good progress this year on our CIM project.

Form 5

#15 Assessment and Taxation is combined under the Assessor.



## Form 3 General Comments

2021-2022

County CLACKAMAS

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, costs for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.

Our 2021-22 budget increase is 7.01% over the prior year, or approximately \$616,776. The increase is primarily due to EagleView imagery (\$245,000), a new annual maintenance cost for Data Cloud Solution, dba Woolpert (\$52,000), and an increase in personnel expenses, costs in allocations per employee, fringe benefits, and PERS (\$236,000).

In 2018, we hired EagleView and purchased a suite of imagery products to assist in our Assessment and Taxation work. The scope of work with Eagleview included a flyover of the county providing overhead and oblique imagery. The project was deemed a success and we have now made a goal of yearly county flyovers with the idea of sharing the imagery products, and the associated costs, with other county departments. However, we originally budgeted for a flight every three years and 1/3 payment every year. In the 2021-22 budget cycle, our department will pay for the entire flight and associated costs, which will be an additional \$245,000 more than last year's budget. The following year we plan on instituting a cost sharing model with other county departments.

This budget year, our department procured new software from Data Cloud Solutions. This new software will enable our appraisal and appraisal review processes to move from a paper platform to an electronic platform. With the use of iPads and cloud based software, our field appraisers will appraise property in the field while having electronic access to our appraisal files. This will eliminate the need to transport large amounts of paper files to and from the field. We have begun to train with the new software with full integration in the coming months. The yearly maintenance for this software is approximately \$52,000, which is included in the next budget cycle.

One known, unknown cost is what the impact of Oregon's Equal Pay Law will have on our budget in the next fiscal year. Clackamas County began analyzing and gathering data to implement the law, which will most likely be post June 30, 2021. This analysis includes a review of all county jobs in order to group jobs with work of comparable character and identify and correct potential wage disparities among employees performing work of comparable character. At this time we anticipate all salary increases will be absorbed within the proposed budget but still feel it is important to note there is a potential impact.

In the 2020-21 budget year, we also purchased a new software service from Masters Touch. This is the same service Yamhill County purchased a few years ago and it will provide two main items for us. The first item will give us an online platform for our Business Personal Property (BPP) customers to e-file their returns. The second, Masters Touch will mail our BPP tax statements. To date the project has been a success with a mix of customers signing up for e-filing and some opting to continue to paper file.

We continue to adjust to the constantly changing environment that COVID reveals. Approximately 60% of our staff continue to work remotely. Clackamas County has a 3 phase plan to "return to service". The vision is to return to pre-covid levels of in person customer service. We are currently in Phase 2, which calls for 40-50% of staff back in the office and we are already meeting that standard. The date to transition to Phase 3 is undetermined but it is anticipated to happen within the next three to six months.



# Form 4 Valuation and Appraisal Resources

**2021-2022**

County <u>CLACKAMAS</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2020-21)	Estimated (2021-22)	Actual (2020-21)	Estimated (2021-22)
<b>Activities</b>				
<b>1. Real property exceptions, special assessments and exemptions</b>				
New construction.....	8,276	8,315	5.50	5.50
Zone changes.....	103	100	0.25	0.25
Subdivisions, segregations, and consolidations..	1,956	2,112	1.75	1.75
Omitted properties .....	491	500	1.50	1.50
Special assessment qualification and disqualification	430	375	2.00	2.00
Exemptions.....	167	182	0.50	0.50
Subtotal.....	<u>11,423</u>	<u>11,584</u>	<u>11.50</u>	<u>11.50</u>
<b>2. Appeals and assessor review</b>				
Assessor review and stipulations .....	0	10	0.25	0.25
BOPTA .....	247	700	2.50	2.50
Department of Revenue.....	3	3	0.25	0.25
Magistrate Division of the Oregon Tax Court.....	85	120	1.75	1.75
Regular Division of the Oregon Tax Court .....	6	6	0.25	0.25
Subtotal.....	<u>341</u>	<u>839</u>	<u>5.00</u>	<u>5.00</u>
<b>3. Real property valuation</b>				
Physical reappraisal.....	521	3,000	0.50	0.50
Recalculation only—no appraisal review .....	169,515	170,898	2.25	2.25
Subtotal.....	<u>170,036</u>	<u>173,898</u>	<u>2.75</u>	<u>2.75</u>
<b>4. Business personal property (returns mailed) .....</b>	<u>12,120</u>	<u>12,040</u>	<u>2.00</u>	<u>2.00</u>
<b>5. Ratio .....</b>			<u>2.00</u>	<u>2.00</u>
<b>6. Continuing education .....</b>			<u>0.50</u>	<u>0.50</u>
<b>7. Other valuation—appraisal activity .....</b>			<u>1.25</u>	<u>1.25</u>
<b>8. Total valuation and appraisal staff (FTE) .....</b>			<u>25.00</u>	<u>25.00</u>





# Form 5 Tax Collection and Distribution Work Activity

**2021-2022**

County CLACKAMAS

Number of accounts by activity	
Actual (2020-21)	Estimated (2021-22)

<b>1. Number of accounts requiring roll corrections</b>	112	107
Business personal property .....	26	27
Personal property manufactured structures .....	1,115	1,171
Real property .....		
<b>2. Number of accounts requiring a refund</b>	60	62
Business personal property .....	72	74
Personal property manufactured structures .....	1,488	1,533
Real property .....		
<b>3. Number of delinquent tax notices sent</b>	654	479
Business personal property .....	2,318	2,016
Personal property manufactured structures .....	6,122	5,974
Real property .....		
<b>4. Number of foreclosure accounts processed</b>	393	423
Real property only .....		
<b>5. Number of accounts issued redemption notices</b>	54	45
Real property only .....		
<b>6. Number of warrants</b> .....	771	872
<b>7. Number of garnishments</b> .....	0	0
<b>8. Number of seizures</b> .....	0	0
<b>9. Number of bankruptcies</b> .....	416	450
<b>10. Number of accounts with an address change processed</b> .....	6,423	6,616
<b>11. How many second trimester statements do you mail?</b> .....	18,000	
<b>12. How many third trimester statements do you mail?</b> .....	17,500	
<b>13. Does the county contract for lock box service?</b> .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>14. Does the county use in-house remittance processing?</b> .....	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>15. Is tax collecting combined with another county function?</b> .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, describe that function on Form 2.		



**Form 6**  
**Assessment and Administrative**  
**Support and Cartography**  
**Work Activity**

**2021-2022**

County CLACKAMAS

**Assessment and administrative support  
work activity**

	<b>Numbers by activity</b>	
	Actual (2020-21)	Estimated (2021-22)
<b>1. Number of deeds worked</b> .....	18,728	19,102

**Cartography work activity**

	<b>Numbers by activity</b>	
	Actual (2020-21)	Estimated (2021-22)
<b>1. Number of new tax lots</b> .....	1,188	1,247
<b>2. Number of lot line adjustments</b> .....	146	176
<b>3. Number of consolidations</b> .....	214	200
<b>4. Number of new maps</b> .....	5	10
<b>5. Number of tax code boundary changes</b> .....	9,782	500



# Form 7 Summary of Expenses

**2021-2022**

County CLACKAMAS

	<b>A.</b>	<b>B.</b>	<b>C.</b>	<b>D.</b>	<b>E.</b>	<b>F.</b>	
<b>Current operating expenses</b>	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography*	Dedicated IT services for A&T	<b>Totals</b>
1. Personnel services	2,174,910	3,141,305	139,960	803,031	746,260	316,318	7,321,784
2. Materials and services	640,864	866,043	39,606	213,425	192,436	0	1,952,374
3. Transportation	0	9,000	0	0	0	0	9,000
4. Total current operating expenses (Total direct expenses)	2,815,774	4,016,348	179,566	1,016,456	938,696	316,318	9,283,158

\* Include approved grant funding for ORMAP

**Indirect expenses**

5. Total direct expenses (line 4) .....	9,283,158
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box. ....	0.05
<b>Total indirect expenses</b> (line 5 multiplied by line 6) .....	464,158
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.....	0.00000
<b>Total indirect expenses</b> (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows)	0
7. <b>Total indirect expenses</b> .....	464,158

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	
<b>Capital outlay</b>							<b>Total capital outlay without regard to limitation</b>
8. Enter the actual capital outlay without regard to limitation.	0	112,140	0	0	0	0	112,140
9. Total direct and indirect expenses (sum of lines 4 and 7) .....							9,747,316
10. Direct and indirect expenses multiplied by 0.06 .....							584,839
11. The greater of line 10 or \$50,000.....							584,839
12. Capital outlay (the lesser of line 8 or line 11) .....							112,140
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12).....							9,859,456

# Form 8

## Grant Application Resolution

CLACKAMAS County is applying to the Department of Revenue to participate in the County Assessment Function Funding Assessment Program.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

CLACKAMAS County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and all requiring equity and uniformity in the system of property taxation.

CLACKAMAS County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application. The total expenditure amount for consideration in the grant is \$9,859,456. If 100 percent isn't appropriated, no grant shall be made to the county for each quarter in which the county is out of compliance.

**The County designates** the following individual as the contact for this grant application.

<u>TAMI LITTLE</u>	<u>(503) 655-8302</u>	<u>tamilit@clackamas.us</u>
Name	Phone	Email

### County Approval

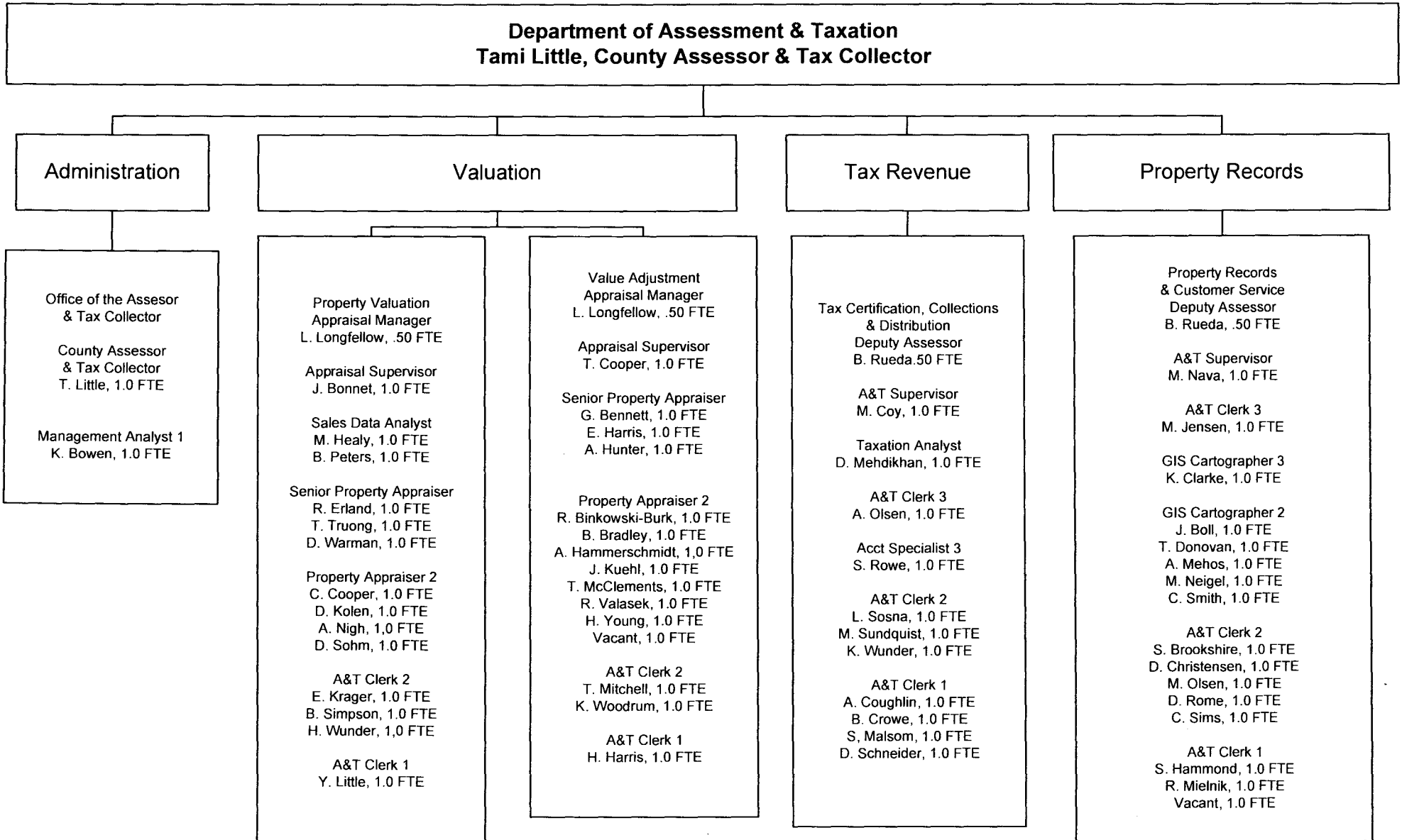
By selecting the "I Accept" checkbox, you are signing this Resolution electronically and certifying the Resolution has been approved by the board. You agree your electronic signature is the legal equivalent of your manual signature.

I Accept

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Chair/Judge or Appointee	Title	Sign Date
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**DEPARTMENT OF ASSESSMENT & TAXATION  
2021-2022**



Total FTE: 60



Karen Brisbin  
Justice Of The Peace

CLACKAMAS COUNTY JUSTICE COURT

11750 SE 82ND AVE SUITE D | HAPPY VALLEY, OR 97086

April 14, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

A Resolution Appointing Justices of the Peace Pro Tempore for the  
Clackamas County Justice of the Peace District

<b>Purpose/Outcome</b>	Approval of the Resolution Appointing Justices of the Peace Pro Tempore will appoint pro tempore judges to ensure that the Justice Court can continue to hold court during those periods of time when Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court.
<b>Dollar Amount and Fiscal Impact</b>	Pro Tempore judges are paid at an hourly rate of \$48.55, plus .58 cents per mile for travel to and from the court building.
<b>Funding Source</b>	Justice Court budget.
<b>Safety Impact</b>	None.
<b>Duration</b>	Per ORS 51.260 the term may not be for a period exceeding one year.
<b>Previous Board Action/Review</b>	Annual appointment per ORS 51.260.
<b>Contact Person</b>	Laura Anderson, Administrative Services Supervisor

**BACKGROUND:** When Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court, justices of the peace pro tempore ensure that the Justice Court can continue to hold court. Pro tempore judges adjudicate violation or civil cases set for first appearance/arraignment or contested hearing/trial. The individual recommended for appointment is a Clackamas County attorney in good standing with the Oregon State Bar and meets the eligibility requirements set by Oregon Revised Statutes.

The Resolution has been reviewed and approved by County Counsel.

**RECOMMENDATION:** Staff recommends approval of this Resolution appointing one Clackamas County attorney to serve as justice of the peace pro tempore during the next year.

Respectfully submitted,

Karen Brisbin  
Justice of the Peace

A RESOLUTION APPOINTING A  
JUSTICE OF THE PEACE PRO  
TEMPORE FOR THE CLACKAMAS  
COUNTY JUSTICE OF THE PEACE  
DISTRICT

Resolution No.

**WHEREAS**, The Clackamas County Justice of the Peace District (the Justice Court) was created by the Board of County Commissioners (BCC) in February 2009, and Justice of the Peace Karen Brisbin was subsequently appointed by the Governor and has been elected to serve a six (6) year term; and

**WHEREAS**, Pursuant to ORS 51,260(2), the BCC may appoint a justice of the peace pro tempore to ensure that the Justice Court can continue to hold court during those periods of time when Judge Brisbin is temporarily absent or otherwise unable to hold court; and

**WHEREAS**, Stephen Madkour, Kimberly Graves, Roxanne R. Scott and Kristen David are eligible to serve as a justice of the peace pro tempore being a citizen of the United States, a resident of Oregon for at least three years, and has maintained a residence or principal office in Clackamas County for at least one year immediately prior to appointment; and

**WHEREAS**, The BCC, upon the recommendation of Judge Brisbin, finds it is in the public interest to appoint Stephen Madkour, Kimberly Graves, Roxanne R. Scott and Kristen David, to serve as a justice of the peace pro tempore in Clackamas County; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the Board of County Commissioners appoints Stephen Madkour, Kimberly Graves, Roxanne R. Scott and Kristen David , to serve as a justice of the peace pro tempore for the Clackamas County Justice of the Peace District. Stephen Madkour, Kimberly Graves, Roxanne R. Scott and Kristen David shall have the authority to preside over court proceedings as is necessary during times when Judge Brisbin is temporarily absent or otherwise unable to hold court.

**IT IS FURTHER RESOLVED**, that the appointment of Stephen Madkour, Kimberly Graves, Roxanne R. Scott and Kristen David shall be for a term not to exceed one year from the date of this resolution. The appointment, however, is subject to termination in the sole discretion of the BCC at any time prior to the expiration of the term.

**Dated** this 14<sup>th</sup> of April 2021

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

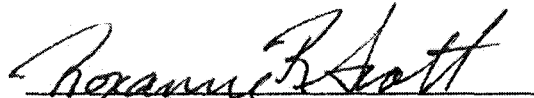
\_\_\_\_\_  
Chair

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


STATE OF OREGON  
JUDICIAL OATH OF OFFICE

STATE OF OREGON            )  
  )ss.  
COUNTY OF CLACKAMAS    )

I, Roxanne R. Scott, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Oregon, and that I will faithfully, honestly, and impartially discharge the duties of a pro tempore judge of the Clackamas County Justice of the Peace District, according to the best of my ability, and that I will not accept any other office, except judicial offices, during the term for which I have been appointed.

  
Roxanne R. Scott

Subscribed and sworn before me this 9 day of April, 2021.

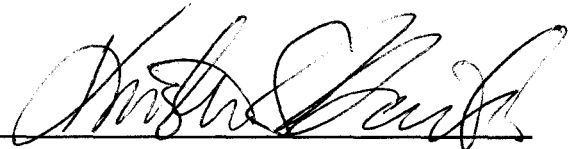
  
Karen Brisbin  
Justice of the Peace  
Clackamas County




STATE OF OREGON  
JUDICIAL OATH OF OFFICE

STATE OF OREGON            )  
  )ss.  
COUNTY OF CLACKAMAS    )

I, Kristen David, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Oregon, and that I will faithfully, honestly, and impartially discharge the duties of a pro tempore judge of the Clackamas County Justice of the Peace District, according to the best of my ability, and that I will not accept any other office, except judicial offices, during the term for which I have been appointed.

  
\_\_\_\_\_  
Kristen David


Subscribed and sworn before me this 9 day of April, 2021.

  
\_\_\_\_\_  
Karen Brisbin  
Justice of the Peace  
Clackamas County


STATE OF OREGON  
JUDICIAL OATH OF OFFICE

STATE OF OREGON            )  
  )ss.  
COUNTY OF CLACKAMAS    )

I, Kimberly Graves, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Oregon, and that I will faithfully, honestly, and impartially discharge the duties of a pro tempore judge of the Clackamas County Justice of the Peace District, according to the best of my ability, and that I will not accept any other office, except judicial offices, during the term for which I have been appointed.

  
\_\_\_\_\_  
Kimberly Graves

Subscribed and sworn before me this 9 day of April, 2021.

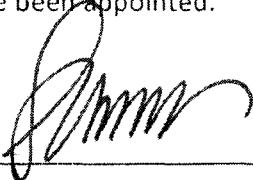
  
\_\_\_\_\_  
Karen Brisbin  
Justice of the Peace  
Clackamas County

STATE OF OREGON

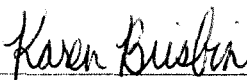
JUDICIAL OATH OF OFFICE

STATE OF OREGON            )  
  )ss.  
COUNTY OF CLACKAMAS    )

I, Stephen Madkour , do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Oregon, and that I will faithfully, honestly, and impartially discharge the duties of a pro tempore judge of the Clackamas County Justice of the Peace District, according to the best of my ability, and that I will not accept any other office, except judicial offices, during the term for which I have been appointed.

  
\_\_\_\_\_

Subscribed and sworn before me this 10 day of March, 2021.

  
\_\_\_\_\_  
Karen Brisbin  
Justice of the Peace  
Clackamas County



**Nancy Bush**  
Director

**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

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

April 15, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement Amendment between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY18 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program

<b>Purpose/Outcomes</b>	The Subrecipient Agreement Amendment is the second amendment between the City of Portland and Clackamas County to increase the current agreement for the procurement, installation, and testing of expanded functionality of the Computer Aided Dispatch System and procurement of additional Citizen Corps equipment in support of our partners.
<b>Dollar Amount and Fiscal Impact</b>	FY18 UASI funds under the Clackamas County agreement will be amended to total \$443,381 up from \$377,281. This is a \$66,100 increase.
<b>Funding Source</b>	The funding source for the FY18 UASI grant is the United States Department of Homeland Security via the Oregon Military Department. No general fund dollars are involved.
<b>Duration</b>	The agreement is effective from the date both parties have signed and shall end, unless otherwise terminated or extended, on June 15, 2021.
<b>Previous Board Action/Review</b>	The Board of County Commissioners approved the FY18 UASI Intergovernmental Agreement with the City of Portland on May 15, 2019, agenda item F.2. and the first amendment on Jan. 9, 2020, agenda item E.1.
<b>Strategic Plan Alignment</b>	1. Ensure Safe, Healthy and Secure Communities
<b>Counsel Review</b>	April 8, 2021 (A. Naylor)
<b>Contact Person</b>	Daniel Nibouar –Disaster Management x.3381
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, Columbia and Clark County, Washington. In FY17, \$2,837,000 was awarded to the UASI region. \$800,000 of the total directly benefited Clackamas County. The FY18 grant will bring \$2,353,665 to the Portland Urban Area. A minimum of \$443,281 of that total will directly benefit Clackamas County agencies. The County will also benefit from UASI-funded regional projects related to training, exercise, and equipment, as well as the continued support of a regional Intelligence Fusion Center.

This amendment directly impacts CCOM and the expansion of the CAD in the region and equipment for Clackamas County Citizen Corps groups.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this agreement.

Respectfully submitted,

Nancy Bush, Director

**Subrecipient AGREEMENT**

**Between**

**THE CITY OF PORTLAND, OREGON**

**and**

**Clackamas County**

**AMENDMENT #2**

This is Amendment #1 to Contract #32001910 effective May 24, 2019, between the City of Portland (“City”) and Clackamas County, Oregon (“Agency”).

**Section B Effective Date and Duration**

This Agreement is effective from the date both parties have signed and **is extended until, and including, June 15, 2021.**

**Section D Compensation**

The total Agreement amount **is increased from** \$377,281 to \$443,381

**Section E Reimbursement**

City will reimburse Grantee its qualified costs incurred in carrying out the Scope of Work, as identified in this Agreement. The not to exceed amount **is increased from** \$377,281.to \$443,381

**Exhibit A-Scope of Work**

Projects

**Adds**

Expand functionality of MetroWest’s Zoll Computer Aided Dispatcher (CAD) system adapter to integrate direct dispatch of units by the RDPO region Public Safety Answering Points.

Purchase Citizen Corps equipment

**Exhibit A-Scope of Work**

Goals and Performance Measures

**Adds**

Expand Functionality of Metro West CAD system	Procure, install and successfully test expanded adapter system	June 1, 2021
Purchase Citizen Corps Equipment	Purchases additional equipment to strengthen Citizen Corps programming.	June 1, 2021

Exhibit A Scope of Work  
Grant Total Budget-All Projects  
**Adds**

UA18-011	Expand Functionality of Metro West CAD System (reallocation)	\$55,000
UA18-025	Citizen Corps Equipment (reallocation)	\$11,100

Federal Awarding Agency grant funds to be reimbursed to Grantee not to exceed **is increased from** \$377,281 **to** \$443,381.

Exhibit C-Information Required by 2 CRF 200.331

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: **is increased from** \$377,281 **to** \$443,381

All other terms and conditions shall remain unchanged and in full force and effect.

This amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same amendment. The parties agree the City and Agency may conduct this transaction by electronic means, including the use of electronic signatures.

**City of Portland**

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

  
\_\_\_\_\_  
Attorney

Date 1/21/2021

**Clackamas County, Oregon**

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

**Andrew Naylor** Digitally signed by Andrew Naylor  
Date: 2021.04.08 08:53:12 -07'00'  
\_\_\_\_\_  
Attorney

Date 4/8/21



April 20, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to apply for FEMA Hazard Mitigation Grant Program (HMGP) funds to upgrade the existing Upper Sandy River Flood Warning System.

**Nancy Bush**  
Director

**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

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

<b>Purpose/Outcome</b>	Disaster Management requests approval to apply for FEMA Hazard Mitigation Grant Program (HMGP) funds to upgrade the existing flood warning system, cover the 25% local match, and ongoing monthly service costs.
<b>Dollar Amount and Fiscal Impact</b>	The purpose of this HMGP proposal is to upgrade the equipment and improve service reliability of four* of the five gauge sites of the existing warning system by establishing direct dedicated power connectivity to PGE service and with a dedicated interface to the County's fiber optic broadband service (CBX) to each station. This HMGP project would cover the service installation costs for electric and fiber connectivity, AC converter equipment, updated Campbell Scientific LoggerNet Administrative software, and the labor for an electrician to complete the installation. Disaster Management will assume the monthly recurring costs for PGE and CBX services.  Total \$85,000, 25% Local Match \$21,250, Monthly Service Fees \$630
<b>Funding Source</b>	General Funds for 25% local match
<b>Duration</b>	Grant performance period is three years with ongoing monthly fees for electricity and fiber broadband services.
<b>Previous Board Action/Review</b>	No previous action.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Coordination and Integration of Planning and Preparedness</li> <li>2. Ensure Safe, Healthy and Secure Communities</li> </ol>
<b>Counsel Review</b>	Council review is not required until agreement is awarded
<b>Procurement Review</b>	Grant application. Procurement review is not required.
<b>Contact Person</b>	Jay Wilson, 503-723-4848

**BACKGROUND:** This proposal is to improve the service and risk reduction for the existing flood warning system that was originally installed in 2014 with HMGP#1956.0005. The function is to provide near-field monitoring of the, Salmon, Zig Zag, and upper Sandy rivers flowing through numerous residential areas. The system's original five gauge stations, designed by Campbell Scientific, uses five sonar-based sensors mounted under County-owned bridges to detect the water surface level. These stations are solar powered with battery storage and communicate the data every 15 minutes with individual station radio signals to a base station at Hoodland Fire near Welches. Following the complete installation of the system in 2017, the operational reliability has suffered due to poor radio transmission and intermittent solar charging due to snow and ice accumulation on the solar panels. Since 2019 the system has been offline.

A working flood warning system will serve approximately 500 riverside residential properties, along with several thousand properties in the broader channel migration zone, and allow County

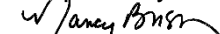
and local emergency officials to track emerging flood conditions of the three rivers within the 10-mile area of the upper Sandy River Basin.

\*The site along the upper Salmon River on Bridge Street is not cost effective for both PGE and CBX and will be decommissioned. The remaining four sites are: two on the upper Sandy River – Lolo Pass Road Bridge and on the Brightwood Bridge; one on the lower Salmon River – Brightwood Bridge; and one on the lower Zig Zag River Bridge on Lolo Pass Road.

**RECOMMENDATION:**

Staff recommends that the BCC approve that Disaster Management staff apply for the FEMA HMGP grant dollars to upgrade the existing Upper Sandy River Flood Warning System.

Respectfully submitted,



Nancy Bush

Director

Attachments:

Clackamas HMGP-PF-FM 5327 Pre-Application Sandy River Flood gauge project

HMGP 5327 Financial Assistance Lifecycle Process Form

Upper Sandy Basin flood system HMGP grant estimated budget



# Hazard Mitigation Assistance Pre-Application Form/Letter of Intent

Submitting this form ensures that your grant proposal is reviewed by the State Hazard Mitigation Officer (SHMO) and is considered for inclusion in Oregon's Office of Emergency Management (OEM) library of eligible mitigation grant proposals, which is referenced when funding opportunities arise. It is an important first step in the grant application process.

***To encourage and assist with mitigation proposal development in advance of grant announcements, the Oregon SHMO now accepts submission of pre-application forms anytime, regardless of current grant availability.***

**Instructions:** Complete the form and submit it to [shmo@mil.state.or.us](mailto:shmo@mil.state.or.us). The SHMO will review it and contact you. If you have questions or need assistance, please e-mail the SHMO at [shmo@mil.state.or.us](mailto:shmo@mil.state.or.us).

## Hazard Mitigation Assistance Grant Program (select one)

- Pre-Disaster:** Building Resilient Infrastructure and Communities (BRIC)
- Pre-Disaster:** Flood Mitigation Assistance (FMA)
- Post-Disaster:** Hazard Mitigation Grant Program (HMGP): [Click here to enter text.](#)
- Post-Disaster:** Hazard Mitigation Grant Program (HMGP) Post Fire (PF): [HMGP-PF-FM 5327](#)

## Sub-applicant Information (required)

Sub-Applicant: [Clackamas County Disaster Management](#) Date: [Click here to enter text.](#)

Point of Contact Name and Job Title: [Jay Wilson, Resilience Coordinator](#)

Phone: [503-723-4848](#)

E-mail: [jaywilson@clackamas.us](mailto:jaywilson@clackamas.us)

Street Address: [1710 Red Soils Ct, Suite 225](#)

City: [Oregon City](#) State: [OR](#) Zip: [97045](#)

## Basic Eligibility (required)

To which FEMA-Approved Hazard Mitigation Plan is your jurisdiction covered by?

Plan Title: [Clackamas County Multi-Jurisdictional Hazard Mitigation Plan](#) Expiration Date: [4/11/2024](#)

## Proposed Activity Type (select applicable item(s))

### **Pre-Disaster**

- Capability- and Capacity-Building (BRIC)
  - Project Scoping (previously Advance Assistance) (BRIC)
  - Building Codes Activity (BRIC)
  - Partnership (BRIC)
  - Mitigation Planning or Planning-Related (BRIC)
  - Other Activity (BRIC)
- Mitigation Project (BRIC)
- Technical Assistance (BRIC)
- Project Scoping (previously Advance Assistance) (FMA)
- Community Flood Mitigation Projects (FMA)
- Technical Assistance (FMA)
- Flood Hazard Mitigation Planning (FMA)
- Individual Flood Mitigation Project (FMA)

### **Post-Disaster**

- Advance Assistance (AA)
- Plan
- Project
- 5 Percent Initiative**

As of 9/11/2020

## Individual Property-Related Projects (if applicable)

### Property Address

Street Address: [Click here to enter text.](#)

City: [Click here to enter text.](#) State: [Click here to enter text.](#)

Zip: [Click here to enter text.](#)

### What type of property is it? (select one)

Publicly Owned       Privately Owned       Unsure

### Does the property have NFIP flood insurance? (select one)

Yes       No       Unsure

### Is the property within a FEMA mapped Special Flood Hazard Area? (select one)

Yes       No       Unsure

### Is the property a Repetitive Loss (RL) or Severe Repetitive Loss (SRL) property? (select one)

Yes       No       Unsure

## Proposal (required)

Proposal Title: [Upper Sandy River Flood Warning System Improvement Upgrades](#)

Estimated Overall/Total Cost: [\\$85,000](#) (75% federal share, \$63,750 and 25% local match, \$21,250)

Estimated Local Management Cost (is up to 5% of the amount listed above): [\\$4,250](#)

**Brief Proposal Description:** [Hazard and Vulnerability: The upper Sandy River Basin, located on the western slopes of Mount Hood, is a volcanic landscape with highly erosive river banks made up of 250 and 1,500 year old lahar deposits. Numerous homes have had their foundations undercut in high water events from channel migration. The residents, along with County and local emergency officials, have no means to monitor these individual river levels other than back-casting from a single river gauge 10 miles downstream at the USGS Marmot gauge site. This proposal is to improve the service and risk reduction for the existing flood warning system that was originally installed in 2014 with HMGP#1956.0005. The function is to provide near-field monitoring of the, Salmon, Zig Zag, and upper Sandy rivers flowing through numerous residential areas. The system's original five gauge stations, designed by Campbell Scientific, uses five sonar-based sensors mounted under County-owned bridges to detect the water surface level. These stations are solar powered with battery storage and communicate the data every 15 minutes with individual station radio signals to a base station at Hoodland Fire near Welches. Following the complete installation of the system in 2017, the operation reliability has suffered due to poor radio transmission and intermittent solar charging due to snow and ice accumulation on the solar panels. Since 2019 the system has been offline. The purpose of this 5% HMGP-PF-FM-5327 proposal is to upgrade the equipment and improve service reliability of the existing warning system by establishing direct dedicated power connectivity to PGE service and with a dedicated interface to the County's fiber optic broadband service \(CBX\) to each station. This HMGP project would cover the installation costs for electric and fiber service connectivity, AC converter equipment, updated Campbell Scientific LoggerNet Administrative software, and the labor for an electrician to complete the installation. A working flood warning system will serve approximately 500 riverside residential properties, along with several thousand properties in the broader channel migration zone, and allow County and local emergency officials to track emerging flood conditions of the three rivers within the 10-mile area of the upper Sandy River Basin. In the event of a wildfire inside the Sandy River basin, having this system in place and fully reliable will be a tremendous public safety service and help build greater awareness and appreciation for future flood mitigation opportunities.](#)

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

Name of Funding Opportunity: Hazard Mitigation Grant Program Post Fire-Flood Mitigation-5327  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Jay Wilson  
Requestor Contact Information: [jaywilson@clackamas.us](mailto:jaywilson@clackamas.us) 503-723-4848  
Department Fiscal Representative: Nancy Bush  
Program Name or Number (please specify): Upper Sandy River Flood Warning System Improvement Upgrades  
Brief Description of Project:

This proposal is to improve the service and risk reduction for the existing flood warning system that was originally installed in 2014 with HMGP#1956.0005. The function is to provide near-field monitoring of the, Salmon, Zig Zag, and upper Sandy rivers flowing through numerous residential areas. The purpose of this 5% HMGP-PF-FM-5327 proposal is to upgrade the equipment and improve service reliability of the existing warning system by establishing direct dedicated power connectivity to PGE service and with a dedicated interface to the County's fiber optic broadband service (CBX) to each station. This HMGP project would cover the installation costs for electric and fiber service connectivity, AC converter equipment, updated Campbell Scientific LoggerNet Administrative software, and the labor for an electrician to complete the installation.

Name of Funding (Granting) Agency: U.S. Dept. of Homeland Security, Federal Emergency Management Agency

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

Oregon Emergency Management Hazard Mitigation Assistance  
<https://www.oregon.gov/oem/emresources/grants/pages/hma.aspx> Contact: Amie Bashant, State Hazard Mitigation Officer - amie.bashant@state.or.us 503-378-4660

## OR

Application Packet Attached:  Yes  No

Completed By: Jay Wilson Date \_\_\_\_\_

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

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

Competitive Grant  Non-Competing Grant/Renewal  Other Notification Date: 9/25/2021  
CFDA(s), if applicable: \_\_\_\_\_  
Announcement Date: 9/25/2020 Announcement/Opportunity #: \_\_\_\_\_ OR-HMGP-PF-FM-53  
Grant Category/Title: Hazard Mitigation Max Award Value: N/A  
Allows Indirect/Rate: 5.00% Match Requirement: Local Match 25%  
Application Deadline: 5/28/2021 Other Deadlines: N/A  
Grant Start Date: Estimate 6/28/2021 Other Deadline Description: \_\_\_\_\_  
Grant End Date: 6/28/2024 N/A  
Completed By: 28-Jun-24  
Pre-Application Meeting Schedule: \_\_\_\_\_ Pre-application deadline April 15, 2021

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

**Mission/Purpose:**

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

By providing flood detection and warnings, this project supports Disaster Mangement's mission/pupose and goals to provide planning and preparedness as well as response, recovery, and mitigation services to the Clackamas County community. This project also supports the County's Performance Clackamas goals to Ensure safe, healthy and secure communities "

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

Same as above.

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

The service area for the Flood Warning System is the Villages of Mt Hood, which includes the unincorporated communities of Welches, Wemme, Brightwood, Rhodendron, and Zig Zag Village along the Hwy 26 corridor. There is no current CPO for this area and the Hoodland Fire District provides support for notification, warning and evacuation, but they cannot be the lead government agency for the resident's flood safety

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

Hazard mitigation is any sustainable action that reduces or eliminates long-term risk to people and property from future disasters. Hazard mitigation includes long-term solutions that reduce the impact of disasters in the future.

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

This 2021 HMGP grant funds the improvement upgrades for an existing 2014-17 HMGP grant project to install the flood warning system, but the original equipment (solar panels, batteries, radio transmission) never performed to its design standards due to unexpected environmental challenges.

**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?

Disaster Management has Mitigation Program staff to administer the grant and provide necessary coordination with project partners, as well as community education follow up. Disaster Management also has staff for warning and evacuation operations if/when necessary.

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?

Disaster management will partner with the National Weather Service for posting the public web sites for these five gauge stations and providing flood alerts, watches and warnings. We will also partner with Hoodland Fire for community notifications and evacuation assistance if needed, as well as their Community Emergency Response Team (CERT)

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

This is not a pilot project.

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

The enhanced services from PGE and CBX will require monthly recurring costs that will be covered by Disaster Management through the CGF.

**Collaboration**

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

No other County departments will collaborate on the award, but DTD and Facilities may provide installation assistance if needed.

**Reporting Requirements**

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

Disaster Management will provide quarterly reports to Oregon Emergency management during the three year performance period for project installation and verify project service every three years.

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?

The flood warning system will be regularly monitored for level of service by County Disaster Management, County Roads for each of the four bridge locations, and the National Weather Service, Portland Weather Forecast Office.

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

Disaster Management will provide quarterly reports to Oregon Emergency management during the three year performance period for fiscal accountability and verify project service every three years.

**Fiscal**

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

According to FEMA, the funding agency, this type of project is a public warning system that does not require a standard benefit/cost analysis. The benefits are basically immeasurable, such as public safety, property protection, and peace of mind, and therefore allowed as a special project status, called the 5% Initiative. Reference: 2015 Hazard Mitigation Assistance Guidance Section VIII A14 - <https://www.fema.gov/sites/default/files/2020->

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

The estimated budget for this project is \$85,000 and the 75% federal share funding (\$63,750) is only being sought from the FEMA Hazard Mitigation Grant Program (HMGP) 5% initiative and with 25% local match from CGF.

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

Local match for the HMGP is 25%, which is \$21,250 from CGF.

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

The HMGP grant for the warning system upgrades is only a one-time funding. Sustained system operations will be funded by Disaster Management with CGF with estimated monthly service fees for five flood gauge stations to be \$630 to cover the PGE services (\$120) and CBX (\$510).

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?

The HMGP grant allows for an additional amount of 5% of the grant costs (\$4,250) to be allowed for local project management costs.

Program Approval:

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

**Section IV: Approvals**

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

DEPARTMENT DIRECTOR		
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.**

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

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

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

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

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

BCC Agenda item #:  Date:

**OR**

Policy Session Date:

---

County Administration Attestation

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

## Upper Sandy River Basin Flood Warning System Upgrades Budget Estimates - Feb 3, 2021

Gauge Site	PGE		Fiber-CBX		Campbell Scientific	Elec Work Installation	Project Totals
	OH	MRC	NRC	MRC	NRC		
1. Brightwood Loop Rd Salmon River Monthly fee	1,000		2,125		33 AC converter	5,000	8,158
		30		255			
2. Brightwood Bridge Rd Sandy River Monthly fee	12,000		16,200		33 AC converter	5,000	33,233
		30		0			
3. Lolo Pass Rd Zig Zag River Monthly fee	12,000		2,750		33 AC converter	5,000	19,783
		30		255			
4. Lolo Pass Rd Sandy River Monthly fee	1,000		16,800		33 AC converter	5,000	22,833
		30		0	855 LoggerNet Admin		855
<b>Totals</b>	<b>26,000</b>	<b>120</b>	<b>37,875</b>	<b>510</b>	<b>987</b>		<b>84,862</b>
Non-recurring costs	26,000		37,875		987	20,000	84,862
Monthly recurring costs		120		510			630

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Application for:  Subrecipient funds  Direct Grant  
Lead Department: Disaster Management Grant Renewal?  Yes  No

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Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Jay Wilson  
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**OR**

Application Packet Attached:  Yes  No

Completed By: Jay Wilson \_\_\_\_\_  
Date

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

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Allows Indirect/Rate: 5.00% Match Requirement: Local Match 25%  
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2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

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**Collaboration**

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

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

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

The estimated budget for this project is \$85,000 and the 75% federal share funding (\$63,750) is only being sought from the FEMA Hazard Mitigation Grant Program (HMGP) 5% initiative and with 25% local match from CGF.

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

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

The HMGP grant for the warning system upgrades is only a one-time funding. Sustained system operations will be funded by Disaster Management with CGF with estimated monthly service fees for five flood gauge stations to be \$630 to cover the PGE services (\$120) and CBX (\$510).

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?

The HMGP grant allows for an additional amount of 5% of the grant costs (\$4,250) to be allowed for local project management costs.

Program Approval:

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)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
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.**

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

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

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

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

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

BCC Agenda item #:  Date:

OR

Policy Session Date:

---

County Administration Attestation

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

**Department: keep original with your grant file.**



NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT  
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD OREGON CITY, OR 97045

April 15, 2021

Board of County Commissioners  
Clackamas County

County Administrator Schmidt:

Approval for FY2020 Emergency Management Performance Grant – Supplemental  
between Clackamas County and the State of Oregon

<b>Purpose/Outcomes</b>	The FY2020 Emergency Management Performance Grant – Supplemental (EMPG-S) will reimburse Clackamas County Disaster Management (CCDM) for 50% of pre-identified program costs in response to COVID-19.
<b>Dollar Amount and Fiscal Impact</b>	The grant agreement total value is \$43,066. The grant is a 50% federal share grant that will reimburse CCDM for up to fifty percent of salaries and benefits of an employee, who will focus on the COVID-19 response.
<b>Funding Source</b>	FY 2020 Emergency Management Performance Grant-Supplemental via the State of Oregon Military Department, Office of Emergency Management (OEM) and General Fund
<b>Duration</b>	Effective January 27, 2020 and terminate on January 26, 2022.
<b>Previous Board Action</b>	The Board approved the application for the FY20 EMPG on July 9, 2020, agenda item F.1.
<b>Strategic Plan Alignment</b>	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
<b>County Counsel Review</b>	February 3, 2021 AN
<b>Procurement Review</b>	N/A – not a contract
<b>Contact Person</b>	Daniel Nibouar, Deputy Disaster Manager – Disaster Management Department, 503-655-3381
<b>Contract No.</b>	Grant Number: 20-503

**BACKGROUND:**

County emergency management programs are required by Oregon Revised Statutes 401. The EMPG is a recurring federal grant program providing limited reimbursement of a portion of the costs incurred in operating local emergency management programs. The EMPG-S is a one-time federal funding opportunity to augment local jurisdiction's COVID-19 response efforts.

**RECOMMENDATION:**

Staff respectfully recommends BCC approval of the Disaster Management FY2020 EMPG-S agreement.

Respectfully submitted,

Nancy Bush, Director

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT  
COVID-19 SUPPLEMENTAL  
CFDA # 97.042  
CLACKAMAS COUNTY  
\$43,066  
Grant No: 20-503**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Clackamas County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

**1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **January 27, 2020** and ending, unless otherwise terminated or extended, on **January 26, 2022** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.

**2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.332(a)**

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

**3. Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$43,066** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S). Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.

**4. Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

**5. Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

**a. Performance Reports.**

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2020 EMPG-S and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

**b. Financial Reimbursement Reports.**

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs must be submitted monthly during the term of this Agreement. RFRs must be submitted on or before 30 days following each subsequent calendar month, and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

**6. Disbursement and Recovery of Grant Funds.**

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/OEM/emresources/Grants/Pages/EMPG-S.aspx>
- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

**c. Recovery of Grant Funds.** Any funds disbursed to Subrecipient 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 OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

**7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:

**a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. NIMS Compliance.** By accepting FY 2020 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at [http://www.oregon.gov/OEM/emresources/Plans\\_Assessments/Pages/NIMS.aspx](http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx)

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## **8. Records Maintenance and Access; Audit.**

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

  - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
  - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
  - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

## **9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance**

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law



(including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
  - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program 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.
  - iii. 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, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
  - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
  - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
  - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
  - v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
  - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
  - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
  - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
  - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

## 10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
  - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

## 11. GENERAL PROVISIONS

- a. Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and

against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the recipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be

deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

**CLACKAMAS COUNTY**

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required for Subrecipient)

By Andrew Naylor via email  
\_\_\_\_\_  
Subrecipient’s Legal Counsel

Date February 3, 2021  
\_\_\_\_\_

**Subrecipient Program Contact:**

Daniel Nibouar  
Deputy Disaster Manager  
Clackamas County Disaster Management  
1710 Red Soil Ct.  
Oregon City, OR 97045  
503-650-3381  
dnibouar@clackamas.us

**Subrecipient Fiscal Contact:**

Michael Morasko  
Senior Accountant  
Clackamas County  
2051 Kaen Rd.  
Oregon City, OR 97045  
503-742-5435  
mmorasko@clackamas.us

**STATE OF OREGON**, acting by through its Oregon  
Military Department, Office of Emergency Management

By \_\_\_\_\_

Stanton Thomas  
Mitigation and Recovery Services Section Manager, OEM

Date \_\_\_\_\_

**APPROVAL FOR LEGAL SUFFICIENCY**

By Samuel B. Zeigler via email  
Senior Assistant Attorney General

Date November 18, 2020

**OEM Program Contact:**

Jim Jungling  
Program Coordinator, OEM  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-3552  
jim.jungling@state.or.us

**OEM Fiscal Contact:**

Nicki Powers  
Grants Accountant, OEM  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-3734  
nicki.powers@state.or.us

# EXHIBIT A

## Project Description and Budget

### I. Project Description

The FY2020 EMPG-S Program focuses on the emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. Through this funding opportunity, OEM will award funding to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response. The FY2020 EMPG-S Work Plan identifies the community lifelines to prevent, prepare for, and respond to the COVID-19 public health emergency. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for the COVID-19 response, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

### II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	\$43,066
Match Funds:	\$43,066
<b>Total Budget:</b>	<b>\$86,132</b>

Personnel Services – Jeannine Breshears	\$86,132
General Office Supplies	\$
Other Supplies	\$
Rent	\$
Phone	\$
Other Utilities	\$
Contractual/Professional Services	\$
Maintenance Costs	\$
Travel/Vehicle Expenses/Mileage	\$
Training/Workshops/Conferences	\$
Cost Allocations/De Minimis	\$
Other	\$
Equipment	\$
<b>Total (Grant plus Match)</b>	<b>\$86,132</b>



## EXHIBIT B

### Federal Requirements and Certifications

**I. General.** Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

#### II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
    - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
    - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
  2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
  3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
  4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
  5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
  6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

**D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.**

- 1. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
  - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
  - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
  - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
  - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
  - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
- 2. Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
- 3. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

**E. Environmental and Historic Preservation.**

- 1.** Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
  - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
  - b. National Historic Preservation Act, 16 USC § 470 et seq.
  - c. Endangered Species Act, 16 USC § 1531 et seq.

- d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

**F. PROCUREMENT OF RECOVERED MATERIALS.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

**G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

**I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.

**J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS’s approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Construction Contracts.**
1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60,

“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

**S. Funding Agreements.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the EO and laws.

**U. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**V. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.

**W. DHS Specific Acknowledgements and Assurances.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

**X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## EXHIBIT C

### Subagreement Insurance Requirements

#### GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

#### TYPES AND AMOUNTS.

i. 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). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

#### ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

#### iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

**Bodily Injury, Death and Property Damage:**

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

**OEM ACCEPTANCE.** All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.



## Exhibit D

### Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
  - (i) Sub-recipient name (which must match registered name in DUNS): Clackamas County
  - (ii) Sub-recipient's DUNS number: 096992656
  - (iii) Federal Award Identification Number (FAIN): EMS-2020-EP-00007-S01
  - (iv) Federal Award Date: January 27, 2020
  - (v) Subaward Period of Performance Start and End Date: From January 27, 2020 to January 26, 2022
  - (vi) Subaward Budget Period Start and End Date: From January 27, 2020 to January 26, 2022
  - (vii) Amount of Federal Funds Obligated by this Agreement: \$43,066
  - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \* \$258,513
  - (ix) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$258,513
  - (x) Federal award project description: Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
  - (xi)
    - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
    - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
    - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
  - (xii) CFDA Number and Name: 97.042, Emergency Management Performance Grants  
Amount: \$1,512,678
  - (xiii) Is Award R&D? No
  - (xiv) Indirect cost rate for the Federal award: 12%
2. Subrecipient's indirect cost rate: 0%

\*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.



**Nancy Bush**  
Director

**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

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

April 29, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 Dirgesh LLC dba Econo Lodge Southeast for  
Providing Hotel Rooms for Homeless Families and Individuals

<b>Purpose/Outcome</b>	Provides winter shelter to homeless families and individuals to aid in prevention of this vulnerable population from contracting COVID-19. Amendment will extend time and add money.
<b>Dollar Amount and Fiscal Impact</b>	Original Contract value was \$363,700.00. Amendment #1 added \$164,700.00 for an additional 61 nights lodging. Total Contract value not to exceed \$528,400.00.
<b>Funding Source</b>	Funded by State General Fund Oregon Community Foundation FEMA Funds No County General Funds are involved.
<b>Duration</b>	Extending contract through June 30, 2021.
<b>Previous Board Action</b>	January 28, 2021- Original contract was approved by the Board and signed by the County Administrator.
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
<b>County Counsel Review</b>	Reviewed Date: 04/12/2021; ARN
<b>Procurement Review</b>	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
<b>Contact Person</b>	Teresa Christopherson 503 650-5718
<b>Contract No.</b>	#3578

**BACKGROUND:**

EOC Command has approved Social Services to secure up to 300 motel rooms to use as non-congregate emergency shelter for people experiencing houselessness. Non-congregate shelters are an established best practice to reduce the spread of COVID 19 among people experiencing houselessness and will be tracked appropriately for funding purposes.

Social Services has secured 26 rooms at the Econolodge for this purpose. In order to ensure the health and safety of the most vulnerable houseless residents, Social Services has also secured individual rooms and additional contracts with other hotels for houseless individuals. Social Services has contracts with Greater Good Northwest and My Father's Heart to ensure that all motel guests have all of their basic needs met and that referrals to longer term housing are made.

Clackamas County has an agreement with FEMA that will cover 100% of the costs associated with securing motel rooms and providing food for motel guests for people who meet the FEMA risk factors of age or underlying health condition. State funds are used to pay for rooms for guests who do not meet the FEMA risk guidelines, and for one room that is being used as an office for the service provider.

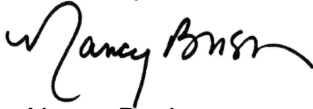
**PROCUREMENT PROCESS:**

This Amendment is processed in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve Amendment #1 with Dirgesh LLC dba Econo Lodge Southeast for Providing Hotel Rooms for Homeless Families and Individuals.

Sincerely,

A handwritten signature in black ink that reads "Nancy Bush". The signature is written in a cursive, flowing style.

Nancy Bush  
Deputy Director

**AMENDMENT #1**  
**TO THE CONTRACT DOCUMENTS WITH DIRGESH LLC, DBA ECONO LODGE**  
**SOUTHEAST FOR PROVIDING HOTEL ROOMS FOR HOMELESS FAMILIES AND**  
**INDIVIDUALS**  
**Contract #3578**

This Amendment #1 is entered into between **Dirgesh LLC dba Econo Lodge Southeast** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **December 15, 2020** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Term, is hereby amended as follows: the Contract expiration date is hereby changed from April 30, 2021, to **June 30, 2021**.
2. ARTICLE III, Compensation, Section 1, Payment, is hereby amended as follows: County has received additional funding from Cares Act for homeless shelter. As a result, County will provide an additional **\$164,700.00** in compensation for Contractor to provide hotel rooms, on an as-needed basis and at the nightly rates set forth in the Contract, during the extended term of the Contract.

ORIGINAL CONTRACT	\$ 363,700.00
<u>AMENDMENT #1</u>	<u>\$ 164,700.00</u>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 528,400.00</b>

3. Article IV, **Contract Provisions, Section 21. Remedies**, is hereby replaced with the following:
  - (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor’s sole remedy will be payment for the rooms rented as of the date written notice of termination is received by Contractor, at the rates set forth in the Contract, less any amounts previously paid and any right of setoff the County may have. 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 20(A). (C) Upon receiving notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County directs otherwise in such notice of termination.

*Signatures to follow*

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

**Dirgesh LLC dba Econo Lodge Southeast**

**Clackamas County**

Dirgesh Patel      4/8/2021

Authorized Signature      Date


Dirgesh Patel  
Printed Name

\_\_\_\_\_

By: \_\_\_\_\_ It's: \_\_\_\_\_

\_\_\_\_\_  
Date

**Approved as to Form:**

      04/12/2021  
County Counsel      Date



**Nancy Bush**  
Director

**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

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

April 29, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone for Providing Hotel Rooms for Homeless Families and Individuals

<b>Purpose/Outcome</b>	Provides winter shelter to homeless families and individuals to aid in prevention of this vulnerable population from contracting COVID-19. Amendment will extend time and money.
<b>Dollar Amount and Fiscal Impact</b>	Original Contract value was \$260,000.00. Amendment #1 added \$128,100.00 for an additional 61 nights lodging. Total Contract value not to exceed \$388,100.00.
<b>Funding Source</b>	Funded by State General Fund Oregon Community Foundation FEMA Funds No County General Funds are involved.
<b>Duration</b>	Extending contract through June 30, 2021.
<b>Previous Board Action</b>	December 15, 2020 Original contract was approved and signed by the Board.
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
<b>County Counsel Review</b>	Reviewed Date: 04/12/2021; ARN
<b>Procurement Review</b>	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
<b>Contact Person</b>	Teresa Christopherson 503 650-5718
<b>Contract No.</b>	#3974

**BACKGROUND:**

EOC Command has approved Social Services to secure up to 300 motel rooms to use as non-congregate emergency shelter for people experiencing houselessness. Non-congregate shelters are an established best practice to reduce the spread of COVID 19 among people experiencing houselessness and will be tracked appropriately for funding purposes.

Social Services has secured 21 rooms at the Budget Inn Gladstone for this purpose. In order to ensure the health and safety of the most vulnerable houseless residents, Social Services has also secured individual rooms and additional contracts with other hotels for houseless individuals. Social Services has contracts with Greater Good Northwest and My Father's Heart to ensure that all motel guests have all of their basic needs met and that referrals to longer term housing are made.

Clackamas County has an agreement with FEMA that will cover 100% of the costs associated with securing motel rooms and providing food for motel guests for people who meet the FEMA risk factors of age or underlying health condition. State funds are used to pay for rooms for guests who do not meet the FEMA risk guidelines.

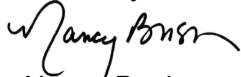
**PROCUREMENT PROCESS:**

This Amendment is processed in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve Amendment #1 with SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone for Providing Hotel Rooms for Homeless Families and Individuals.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy Bush". The signature is written in a cursive, flowing style.

Nancy Bush  
Director

**AMENDMENT #1  
TO THE CONTRACT DOCUMENTS WITH SRS LLC, A LIMITED LIABILITY COMPANY  
OF NEVADA DBA BUDGET INN GLADSTONE FOR PROVIDING HOTEL ROOMS FOR  
HOMELESS FAMILIES AND INDIVIDUALS  
Contract #3974**

This Amendment #1 is entered into between SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on January 25, 2021 ("Contract").

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, **Term**, is hereby amended as follows: the Contract expiration date is hereby changed from April 30, 2021, to **June 30, 2021**.
2. ARTICLE III, **Compensation, Section 1, Payment**, is hereby amended as follows: County has received additional funding from Cares Act for homeless shelter. As a result, County will provide an additional **\$128,100.00** in compensation for Contractor to provide hotel rooms, on an as-needed basis and at the nightly rates set forth in the Contract, during the extended term of the Contract.

ORIGINAL CONTRACT	\$ 260,000.00
<u>AMENDMENT #1</u>	<u>\$ 128,100.00</u>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 388,100.00</b>

3. Article IV, **Contract Provisions, Section 21. Remedies**, is hereby replaced with the following:
  - (A) In the event of termination pursuant to Section 20(A), (C)(i), or (E), Contractor's sole remedy will be payment for the rooms rented as of the date written notice of termination is received by Contractor, at the rates set forth in the Contract, less any amounts previously paid and any right of setoff the County may have. 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(C)(ii) or 20(D), 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(C)(ii) or 20(D), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to 20(A). (C) Upon receiving notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County directs otherwise in such notice of termination.

*Signatures to follow*



Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

SRS LLC, A Limited Liability Company of Clackamas County  
Nevada dba Budget Inn Gladstone

B. Patel 4/8/21 - member  
Authorized Signature Date

BAUPENDRA PATEL  
Printed Name

Member

By: \_\_\_\_\_ It's: \_\_\_\_\_

\_\_\_\_\_ Date

Approved as to Form:

[Signature] 04/12/2021  
County Counsel Date