CLACKAMAS
COUNTY

BOARD OF COUNTY COMMISSIONERS

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

AGENDA

BOARD OF COUNTY COMMISSIONERS
Business Meeting Agenda

Thursday, August 14, 2014 - 10:00 AM
Clackamas County Fairgrounds
694 NE 4th Avenue – Canby, Oregon

Beginning Board Order No. 2014-83

CALL TO ORDER
- Roll Call
- Pledge of Allegiance

I. PRESENTATIONS *(Following are items of interest to the citizens of the County)*

1. Welcome from Mayor Brian Hodson, City of Canby

2. Welcome from Laurie Bothwell, Fair Director

3. Presentation from the Clackamas County 4-H Group, Becky Sintek, Livestock Judging Coach

1 4. The Road Ahead: Clackamas County's Road Maintenance Outlook, Barb Cartmill, Department of Transportation and Development

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

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 Study Session. 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

2 1. Approval of an Intergovernmental Sub-recipient Agreement with the City of Sandy/Sandy Senior and Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*

3 2. Approval of a Revenue Grant Award with CareOregon to Increase Dental Access for the Underserved Community – *Health Centers*

B. Department of Transportation & Development

4 1. Resolution No. _____ Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way and Easements for the Tolbert Street, 82nd Drive to Minuteman Way Project and Authorizing Negotiations and Eminent Domain Actions

5 2. Approval of Amendment No. 1 to Supplemental Project Agreement No. 25214 with Oregon Department of Transportation for Salmon River (Elk Park Road) Bridge Project

6 3. Approval of a Contract with North Santiam Paving Co. for the South Wilhoit Road Rock Creek MP 2.23 Project - *Purchasing*

C. Finance Department

7 1. Approval of an Authorization to Purchase Radios and Accessories from Motorola Solutions

D. Elected Officials

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

9 2. Approval of an Authorization to Purchase Mobile Data Computers from CDW-Government for the Clackamas County Sheriff's Office - *Purchasing*

E. Juvenile Department

10 1. Approval of a Grant Award for Funding Shelter Care Beds for FY 2013 Juvenile Accountability Block Grant

11 2. Approval of Intergovernmental Agreement with Clackamas Education Service District to Provide Educational and Vocational Opportunities for the Juvenile Department

IV. WATER ENVIRONMENT SERVICES

12 1. Approval of an Agreement for Professional Services between Clackamas County Service District No. 1, Tri-City Service District and Richwine Environmental Inc. for Process Engineering and Technical Assistance

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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.***

www.clackamas.us/bcc/business.html

CLACKAMAS
COUNTY

GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

August 14, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

***The Road Ahead*: Clackamas County's road maintenance outlook**

Purpose/Outcomes	This is an update on the County's outreach efforts regarding road maintenance needs and costs. The purpose of the effort is to increase public understanding of the County road system maintenance needs and costs, and encourage discussion about possible solutions.
Dollar Amount and Fiscal Impact	The total 2014-15 budget for transportation maintenance is $36.5 million; $24 million of that is from the Road Fund. The gap between funds available and funds needed to maintain County roadways is approximately $17 million per year and growing. Communications efforts cost $50,000 in 2013-14 and are estimated at $77,000 in 2014-15.
Funding Source	Road Fund revenue comes from state and federal gas tax, state vehicle registration and title fees, state weight-mile taxes paid by owners of heavy trucks. Funds from the communications efforts come from the County General Fund.
Safety Impact	Well-maintained roads increase safety for everyone traveling in or through Clackamas County.
Duration	2014-15 fiscal year
Previous Board Action	Several BCC study and planning sessions on transportation maintenance needs and funding issues. BCC approval of education and outreach through the 2014-15 fiscal year.
Contact Person	M. Barbara Cartmill, Director, Department of Transportation and Development, 503-742-4326 Gary Schmidt, Director, Department of Public and Governmental Affairs, 503-742-5908

BACKGROUND:

Clackamas County owns 1,400 miles of roadways and is constantly working to maintain those roads in safe condition for all travelers. Despite our best efforts – with increasing costs and needs and steady or decreasing revenue – the challenge continues to grow.

Though the County owns more miles of paved roads than any other county in Oregon, Clackamas County is the only one of the three metro-area counties that does not have a local funding source to maintain roads.

With the direction and support of the Board of County Commissioners, staff in the departments of Transportation and Development, and Public and Government Affairs have been reaching out to the public to discuss the status of our roads now and in the future.

Revamped and updated information is being prepared to help increase general understanding of the status of our County roads and the need for additional funds. Staff will share some of these materials at the meeting on August 14.

RECOMMENDATION:
Staff appreciates the strong leadership the BCC has taken on this vital issue and recommends we continue to talk with our residents, businesses and partners about the County's need and responsibility to plan for *The Road Ahead.*

the Road Ahead
Clackamas County
Road Maintenance Outlook

Respectfully submitted,

M. Barbara Cartmill, Director
Department of Transportation and Development

Gary Schmidt, Director
Department of Public and Government Affairs

Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

2

Cindy Becker
Director

August 14, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of Sandy/ Sandy Senior and Community Center to Provide Social Services for Clackamas County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the City of Sandy/ Sandy Senior and Community Center to provide Older American Act (OAA) funded services for persons in the City of Sandy service area.
Dollar Amount and Fiscal Impact	The maximum agreement is $100,573. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
Funding Source	Federal Older American Act - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2014 and terminates on June 30, 2015
Previous Board Action	071113-A2
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6649

BACKGROUND:
The Social Services Division of the Health, Housing and Human Services request the approval of the Subrecipient agreement with the City of Sandy/ Sandy Senior and Community Center to provide Older American Act (OAA) funded services for persons living in Sandy. The services provided include lunch served at the Center, home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in their community.

In the spring of 2011 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2011-12, with an option for renewal for four additional years. No agency other than City of Sandy/ Sandy Senior and Community Center showed an interest in providing these services in the Sandy area, so an intergovernmental agreement with the City of Sandy/ Sandy Senior and Community Center was negotiated. This is the fourth renewal under this RFP.

RECOMMENDATION:
Staff recommends the Board approval of this agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Cindy Becker

Cindy Becker, Director

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 15-003	
This Agreement is between Clackamas County, Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging and City of Sandy/Sandy Senior & Community Center (Subrecipient).	
Clackamas County Data	
Grant Accountant: Sue Aronson	Program Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@co.clackamas.or.us
Subrecipient Data	
Finance/Fiscal Representative: Nancy Enabnit	Program Representative: Same
Nancy Enabnit, Center Manager 38348 Pioneer Blvd Sandy, OR 97055 503-668-5569 nenabnit@cityofsandy.com	Same
FEIN: 93-6002250	

RECITALS

1. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2014** and shall expire on **June 30, 2015**, unless sooner terminated or extended pursuant to the terms hereof.

2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the Services 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 the Older Americans Act and 45CRF Part 1321 collectively "OAA", that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.

4. **Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay is **$100,573.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
   a. **Grant Funds.** The COUNTY's funding for grant funds in this Agreement is the Older Americans Act (CFDA: 93.041, 93.043, 93.044, 93.045, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and 5310 Federal Transportation Administration funds (CFDA: 20-513) issued to the COUNTY by Ride Connection, Inc.
   b. **Other Funds**. The COUNTY's funding for transportation services outlined in this agreement are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc and TriMet.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by Email.

7. **Funds Available and Authorized.** The COUNTY certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the

current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a Sub-Recipient, and accepts among its duties and responsibilities the following:
   a. **Financial Management.** The Sub-recipient shall comply with 2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organization* (OMB Circular A-110) if a non-profit or OMB Circular A-102 if a local government, 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. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the "OAA".
      i. SUBRECIPIENT shall maintain a financial management system that assures that state and federal funds used for activities under this Agreement are expended and accounted for in accordance with applicable state and federal requirements
   b. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 230, (OMB Circular A-122) *Cost Principles for Nonprofit Organizations* if a non-profit; or with 2 CFR 225 (OMB Circular A-87) if a local government. These principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
   c. If SUBRECIPIENT is organized as local government, it will comply with:
      i. A-87 for cost principles, Relocated to 2 CFR, Part 225
      ii. A-102 for administrative requirements and
      iii. A-133 for audit requirements
   d. If SUBRECIPIENT is organized as a non-profit, it will comply with
      i. A-122 for cost principles, Relocated to 2 CFR, Part 230
      ii. A-110 for administrative requirements, relocated to 2CFR, Part 215 and
      iii. A-133 for audit requirements
   e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
   f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 5 – Budget and Units of Services.
   g. **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit 5 – Budget and Units of Services. The SUBRECIPIENT may not transfer

grant funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.

h. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 4 – Reporting Requirements.

i. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 4 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.

j. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasure regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, Sub-Recipient will submit completed Reimbursement Request on a monthly/quarterly basis as specified in Exhibit 4 – Reporting Requirements.

k. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at http://www.sam.gov.

l. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at http://www.sam.gov.

m. **Lobbying.** The SUBRECIPIENT certifies (Exhibit 8: Lobbying and Litigation) 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 Part 215 (*OMB Circular A-122),* which prohibits the use of Federal grant funds for litigation against the United States. In addition, the SUBRECIPIENT certifies that it does not and will not; engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

n. **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and revised *OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations".* SUBRECIPIENT expenditures of $500,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform an A-133 audit and submit the audit

reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

o. **Monitoring.** The SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Sub-Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.

p. **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

q. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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 the Clackamas County, as grantee, under those grant documents.

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

10. Compliance with Applicable Laws

a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 2 - Required Federal Terms and Conditions.

b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.

c. **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

d. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

   County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for SUBRECIPIENT's subject individuals as requested.

e. **Mandatory Reporting of Elder Abuse.** SUBREIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.

f. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

g. **Confidentiality of Client Information.**

   i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

   ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.

   iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. **SUBRECIPIENT Standard Terms and Conditions.** The SUBRECIPIENT shall comply with the terms and conditions in Exhibit 3 – Subrecipient Standards Terms and Conditions

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 in excess of $25,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement in excess of $25,000 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 ORS 279C.520 and 279C.530, which are incorporated by reference herein

c. The 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 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 County.

d. The 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.

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13. General Agreement Provisions.

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

i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

ii. **Non-Medical rides for Medicaid clients funds**: SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees 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 SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract

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

i. Commercial General Liability. SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than $1,000,000 per occurrence/ $2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

(1) Required by State of Oregon for non-medical rides for Medicaid clients. Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

(2) Required by Ride Connection/Tri-Met Transportation Funding. Broad form comprehensive general liability coverage, $1,000,000 combined single limit bodily injury and property damage

ii. Commercial Automobile Liability. If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than $1,000,000.

(1) Required by State of Oregon for non-medical rides for Medicaid clients – Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 for each occurrence for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

(2) Required by Ride Connection/Tri-Met Transportation Funding – Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits: Bodily injury: $500,000 per person; $1,066,700 per occurrence; and Property Damage: $1,066,700 per occurrence AGENCY shall pay all deductibles for vehicles.

iii. Professional Liability. If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of

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

iv. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

(1) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

(2) Required by Ride Connection/Tri-Met Transportation Funding – the insurance shall:

(a) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;

(b) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and

(c) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

v. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

vi. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

vii. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

viii. **Primary Coverage Clarification**. SUBRECIPIENT coverage will be primary in the event of a loss.

ix. **Cross-Liability Clause**. A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

c. **Assignment.** This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.

d. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.

e. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

f. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

g. **Severability**. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

h. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

i. **Third Party Beneficiaries**. Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

j. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

k. **Integration**. This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

This agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Required Federal Terms and Conditions
- Exhibit 3 Subrecipient Standard Terms and Conditions
- Exhibit 4 Reporting Requirements
- Exhibit 5 Budget and Units of Service
- Exhibit 6 SCP Program Purpose, Service Descriptions
- Exhibit 7 TRP Program Purpose, Service Descriptions
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Subrecipient Information

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

City of Sandy
Sandy Senior & Community Center

By: Seth Atkinson
Seth Atkinson, City Manager

8/1/14
Date

CLACKAMAS COUNTY
Commissioner: John Ludlow, Chair
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf of the Board:

_____
Cindy Becker, Director
Department of Human Services

_____
Date

Exhibit 1

PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES

a. **CASE MANAGEMENT**: Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:

i. Access & Assessments:

(1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.

(2) Utilize an approved County-wide standardized assessment/intake form.

(3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.

(4) May be billed upon submission of assessment/intake form.

ii. Service Implementation & Monitoring:

(1) Provide early identification of current or potential problem areas.

(2) Assess the need for changes/improvements in service.

(3) Identify any gaps/unmet needs.

(4) Review intervention results to determine if what was done achieved the desired result.

(5) Determine if services should be discontinued.

(6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.

b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact

c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:

i. Informal assessment of the client's needs.

ii. Evaluation of appropriate resources.

iii. Assistance linking the client to the resources.

iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.

v. Follow up with the client or agency to see if the needs were met.

vi. Tallying the category of need for each inquiry.

vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.

d. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.

i. Sandy Sr. & Comm. Center Transportation Consortium Goals:

(1) Increase replacement reserve fund with separate accounting.

(2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.

(3) Continue regular publicity/marketing efforts regarding transportation program

(4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.

(5) Attend all scheduled Transportation Consortium meetings.

ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients

(1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.

(2) Services shall be billed by SUBRECIPIENT according to the following rate scale:

One person, one-way ride: $14.00 per ride

(3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

(4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

iii. SUBRECIPIENT will be responsible for:

(1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.

(2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.

(3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.

(4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

e. MEAL SITE MANAGEMENT: Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Sandy community to enhance visibility and encourage participation. One unit is one meal served.

f. PHYSICAL ACTIVITY AND FALLS PREVENTION: The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, which have been demonstrated through rigorous evaluation to be evidence-based and effective with older populations.

g. PREVENTIVE SCREENING, COUNSELING, AND REFERRALS: The provision of educational programming about the availability, benefits and appropriate use of Medicare preventive health services and/or other preventive health programs.

h. CAREGIVER RESPITE – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for

unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.

i. **LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP) Intakes** – A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2013 deadline.

3. SERVICE OBJECTIVES

a. Case Management

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).

ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.

iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.

iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes

v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.

vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.

vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.

viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.

ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.

ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.

iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - COUNTY Responsibilities

Objective: To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

i. County will provide orientation on County's I&R program to SUBRECIPIENT I&A staff.

ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

d. Information and Assistance - SUBRECIPIENT Responsibilities

Objective 1: Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the SUBRECIPIENT as an I & A Specialist.

ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.

iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.

iv. SUBRECIPIENT's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.

v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

Objective 2: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.

ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.

iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.

iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

e. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:

(1) Recruiting drivers.

(2) Submitting criminal checks

(3) Ensuring all drivers meet Ride Connection training requirements

(4) Scheduling road tests for all drivers.

(5) Conducting periodic/seasonal driver safety training.

(6) Providing a copy of written procedures for transportation services to each driver.

(7) Scheduling vehicle maintenance.

(8) Maintain daily Pre- and Post- trip Reports

ii. SUBRECIPIENT provides transportation as scheduled each day.

iii. SUBRECIPIENT maintains system to document each trip of each day.

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f. MEAL SITE MANAGEMENT

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

i. Procurement of milk is part of site management.

ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.

ii. Persons with social need are those persons who have at least two of the following characteristics:

(1) be 75 years or older

(2) live alone

(3) have a physical or mental impairment which prevents proper functioning within society

(4) be of a minority group

(5) have no significant other(s)

Objective 4: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.

ii. SUBRECIPIENT provides opportunities to promote personal growth and self image.

iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.

(1) Small and large group activities

(2) Active and spectator participation

(3) Participation with the general community and other generations.

iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:

(1) Individual participant needs and interests.

(2) Characteristics of the service area's older population.

(3) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.

ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.

iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.

iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.

ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.

iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.

iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc.

Objective 7: To collect, account for and report program income (participant donations).

Elements:

i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.

ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.

iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.

iv. SUBRECIPIENT posts:

(1) full cost of the meal, and

(2) a notice describing the donation and payment policies.

v. SUBRECIPIENT may post suggested donation information if it is clear that:

(1) every donation from an eligible participant is on a "pay what you can afford" basis, and

(2) no means test is used in the collection of contributions or provision of the mea

i. **Physical Activity/Falls Prevention**

Objective: To provide contracted units of service throughout the contract period.

Elements:

i. SUBRECIPIENT regularly schedules physical activity classes that meet the evidenced-based requirements and include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls.

ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant.

iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

j. **Preventive Screening, Counseling, and Referrals**

Objective: To provide contracted units of service throughout the contract period.

Elements:

i. SUBRECIPIENT contacts qualified professionals/organizations to conduct educational programming about the availability, benefits and appropriate use of Medicare preventive health services.

ii. SUBRECIPIENT contacts qualified professionals/organizations to conduct Health risk assessments and screenings or preventive health education programs at their facility or a facility convenient for their clientele.

iii. SUBRECIPIENT schedules and advertises programs.

iv. SUBRECIPIENT registers participants for activities, if necessary.

v. SUBRECIPIENT has staff and/or trained volunteers available on site to coordinate the programs.

vi. Where appropriate, SUBRECIPIENT keeps demographic records of participants for future planning purposes and so that participants may be notified of other preventive health education programs available to them.

k. **Caregiver Respite** –

Objective: To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

i. Agency respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.

ii. Agency RPC registers clients in program.

iii. Agency staff, led by an RN, provide weekly activity program for respite clients.

I. Low Income Energy Assistance Program (LIEAP) Intakes

Objective: To provide contracted units of service throughout the contract period. Elements:

iv. SUBRECIPIENT Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIEAP annual application.

v. SUBRECIPIENT CSC ensures that the application form is completed per program requirements.

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EXHIBIT 2

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. 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. **Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.

2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than $10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds $100,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency.

SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. **Truth in Lobbying.** By signing this Agreement, the SUBRECIPIENT certifies, to the best of the SUBRECIPIENT's knowledge and belief that:

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

   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

   c. The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.

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

   e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:

a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.

b. Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

c. Consultation and Testing. If SUBRECIPIENT reasonably believes that the SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult the COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY testing schedule.

d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.

7. **Resource Conservation and Recovery.** SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. **Audits.**

a. SUBRECIPIENT shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.

9. **Debarment and Suspension.** SUBRECIPIENT shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. **Drug-Free Workplace.** SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees

that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).

12. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

    a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for

providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).

b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).

c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.

d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

e. Entities receiving $5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

13. Agency-based Voter Registration. SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

14. Disclosure.

a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent

or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

15. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The SUBRECIPIENT agrees that it has been provided the following notice:

a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and

ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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EXHIBIT 3

Sub-recipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree 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; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, 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.

3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. **Representations and Warranties.**

   a. SUBRECIPIENT represents and warrants as follows:

      i. Organization and Authority. SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

ii. Due Authorization. The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT 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.

iii. 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.

iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;

v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and

vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. COUNTY represents and warrants as follows:

i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.

ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY 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 COUNTY of this Agreement, other than approval by the Department of Justice if required by law.

iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY,

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. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Ownership of Intellectual Property.**

a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:

i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.

ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).

c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that the COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.

d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. **Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition,

SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

9. **Assignment of Agreement, Successors in Interest.**

   a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.

   b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and

benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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Exhibit 4
Reporting Requirements

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th of the subsequent month. The COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear the SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signator of the invoice shall verify that the services purchased have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

1. Financial summary including match and program income.
2. Vehicle Maintenance Invoices – Original approved vendor invoices for vehicle maintenance will be submitted monthly with transportation reports.
3. Additional financial reports for the administration of this contract, as required by the COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the SUBRECIPIENT submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the SUBRECIPIENT.

SUBRECIPIENT shall return to the COUNTY all funds which were expended in violation of this contract.

2. PROGRAM ACTIVITY REPORTS

The SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 4. These reports are due with the invoices. The format of these reports shall be designated or approved by the COUNTY, and contain the following:

a. The SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
   - **i.** the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
   - **ii.** the amount of participant donations by Congregate and HDM .

b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.

c. Service/unit summary with current reporting period figures

d. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.

e. Transportation Report forms A, B, and C

f. List of Medicaid waivered services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.

g. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of the COUNTY and other applicable audit agencies of the state or federal government, to review the records of the SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by the COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with the COUNTY in any evaluation project or performance report, as designated by the COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

The COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the COUNTY representative in matters related to this contract. The SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

Exhibit 5
Budget and Units of Service

1. BUDGET

The COUNTY's payment to the SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in OAA 315(b)(3) no means testing for services eligibility will be conducted and per OAA 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by the SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

$.96 of program income collected per meal served will contribute to reimbursement rate for each meal. The total of the number of meals served times $.96 will be deducted from the amount requested by SUBRECIPIENT from the COUNTY on the reimbursement request.

Program income above the $.96 per meal will be retained at the Sandy site and be used for meal site management activities.

SUBRECIPIENT may not transfer funds from one service category to another without written approval from the COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and 373 (g)(2) of the Older Americans Act for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and III-C funds contracted per service provision, and at 25% of the total OAA Title III-E funds.

Match for Ride Connections Vehicle Maintenance program is 10.27%.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

2. UNIT COST SCHEDULE

CITY OF SANDY - SENIOR CENTER

Fiscal Year 2014-15

	OAA III B Funds	OAA III C Funds	OAA III D Funds	OAA III E Funds	LIEAP Funds	NSIP Funds	Required Match	STF Funds	MEDICAID Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE-MENT RATE
CFDA Number	93.044	93.045	93.043	93.052		93.053		20.513					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(12)	(13)	(14)	(15)
Case Management	$3,295						$366				92 hrs	$3,661	$35.81
Reassurance	$1,434						$159				55	$1,593	$25.90
Info. & Assistance	$3,429						$381				188	$3,810	$18.27
Transportation OAA	$5,244						$583			$1,000	1,311	$6,827	$4.00
Physical Activity/ Falls Prevention			$756				$0				38	$756	$20.00
Preventative Screening, Counseling, & Referrals			$656				$0				16	$656	$40.00
Family Crgvr. Respite				$5,536			$1,384			$2,000	175	$8,920	$31.70
Trans - Ride Con. Out of Dist								$16,024		$600	2,003	$16,624	$8.00
Transportation - Special Needs								$39,906			1,030	$39,906	$38.74
Transport - T19 Non-Med.								$774	$1,326		150	$2,100	$14.00
Ride Con - Vehicle Maint							$323	$2,820			N/A	$3,143	N/A
Food Service - Frozen HDM		$5,600				$1,960	$623				2,800	$8,183	$2.700
OAA Meal Site Management		$5,610					$624			$12,240	12,750	$18,474	$1.40
Medicaid Meals - SDSD		($1,397)				($655)	($155)		$8,109	($765)	850	$5,137	$6.23
LIEAP Intakes					$910						140	$910	$6.50
TOTALS	$13,402	$9,813	$1,412	$5,536	$910	$1,306	$4,288	$59,524	$9,435	$15,075	$21,506	$120,700	

CFDA Number 20.513 applies to Ride Connection Vehicle Mainteance funds only

Source of OAA Match - Staff time

Contract Amount: $100,573

3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the SUBRECIPIENT and the COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	92	1 hour of service	65
Reassurance (OAA)	55	1 contact	40
Information and Assistance (OAA)	188	1 response to inquiry and follow up	60
Transportation (OAA)	1,311	1 one-way ride	100
Physical Activity/ Falls Prevention	38	1 class session	20
Preventative Screening, Counseling, & Referrals	16	1 program/activity	16
Caregiver Respite	175	1 hour of service	25
Transportation (Medicaid non-medical)	150	1 one-way ride	10
Transportation (Ride Connection)	2,003	1 one-way ride	150
Transportation (STF)	1,030	1 one-way ride	40
Meal Site Management (OAA)	12,750	1 meal delivered/served	175
Medicaid Home Delivered Meals	850	1 meal delivered/served	7
LIEAP Applications	140	1 Completed Application	140

EXHIBIT 6

Senior Companion Program
Scope of Work and Performance Standards
and Guidelines for Service

~ BASIC PROVISIONS ~

Both Parties agree to:
Designate and keep current a representative to serve as liaison to the other party –

COUNTY-SCP designates: Kathy Henderson Title: SCP Director

Phone: 503-655-8875 E-mail: khenderson@co.clackamas.or.us

VOLUNTEER STATION designates: Cami Henderson Title: Client Service Coordinator

Phone: 503-668-5569 E-mail: chenderson@cityofsandy.com

1. The Clackamas County Senior Companion Program (COUNTY-SCP) will, as sponsored by Clackamas County Social Services and under the oversight of the Corporation for National Service:

   a. ~~Recruit, interview, screen, select, and enroll volunteers in the program. The volunteers will~~ meet the Corporation criteria for enrollment in the program.
   b. Provide accident and liability insurance coverage as required by the program.
   c. Be responsible for the management and fiscal control of the program.
   d. Provide orientation to volunteers and provide in-service training on an on-going basis, including Confidentiality Training.
   e. Provide orientation to Volunteer Station staff.
   f. Permit and encourage the Volunteer Station to screen Senior Companions pursuant to established criteria of Volunteer Station.

2. The City of Sandy/Sandy Senior & Community Center (VOLUNTEER STATION) will:

   a. Designate a coordinator to serve as liaison with the SCP staff.
   b. Provide Supervision of volunteers on assignment in coordinator with the SCP staff.
   c. Provide Senior Companions with assignments which utilize their skills and training.
   d. Assist SCP in the coordination of volunteer assignment, orientation, in-service instruction and other project-related activities.
   e. Have the right to request the SCP reassign a volunteer.
   f. Provide for adequate health and safety protection of volunteers. Investigate incidents, accidents, and injuries involving volunteers and notify the SCP on a timely basis.
   g. Submit required paperwork to the SCP on a timely basis, i.e., including
   h. SCP Impact Evaluations and SCP Performance Measure information.
   i. Collect and validate appropriate volunteer reports for submission to the SCP.

j. In consultation with the SCP, make investigations and reports regarding accidents and injuries involving volunteers.

k. Obtain a written CarePlan/Letter of Agreement prior to assignment of Senior Companions in homes of clients served, specifying volunteer activities to be performed. CarePlan/This Letter of Agreement will be signed by the volunteer station and person to be served in the home or his/her legal representatives.

l. Ensure Senior Companions serve in a volunteer capacity. The Station will verify the Senior Companions will not: displace nor replace paid or contracted employees, relieve staff of their routine duties.

m. Maintain the programs and activities to which Senior Companion volunteers are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.

n. Provide cash/in-kind contribution(s) in support of the project – (Donor verifies funds are not from other federal sources unless authorized under law.)

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: Station will not discriminate against SCP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.

2. Accessibility: Station will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.

3. Prohibited Activities: SCP volunteers will participate in (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.

4. Removal or Separation: The Station may request the removal of an SCP volunteer at any time. A volunteer may withdraw from service at the Station or from SCP at any time. Discussion of individual separations will occur between SCP staff, Station staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by an SCP volunteer or Station at any time.

EXHIBIT 7

Transportation Reaching People, Volunteer Driver Program
Scope of Work and Performance Standards
and Guidelines for Service

~ BASIC PROVISIONS ~

Both Parties agree to:

1. Designate and keep current a representative to serve as liaison to the other party.
2. Conduct business in the best interest of volunteers and clients.
3. Communicate any issues, concerns and problems to each there in a timely manner.

1. COUNTY, as the Transportation Reaching People program (TRP) agrees to:

a. Recruit, interview, background check and enroll volunteer drivers and refer same to the SUBRECIPIENT.

b. Provide orientation, In-service or special training of volunteers as required by the TRP volunteer driver position.

c. Instruct volunteers in proper use of monthly reports, reimbursement guidance, and program procedures.

d. Provide training to SUBRECIPIENT staff around documentation of dispatched rides as TRP procedures change or the need arises.

e. Develop publicity for the program.

f. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies for the TRP Volunteer Driver. This coverage is secondary coverage to the volunteer driver's own coverage and is not primary insurance.

g. Periodically monitor volunteer activities at SUBRECIPIENT to assess and/or discuss needs of volunteers and SUBRECIPIENT.

h. May provide volunteer mileage reimbursement directly to the TRP volunteer driver for the assigned and confirmed trips.

2. SUBRECIPIENT agrees to:

a. Interview volunteers who are referred by TRP and make final decision on volunteer driver placement.

b. Provide supervision of TRP volunteer drivers and furnish volunteers with dispatch sheets and/or Monthly Volunteer Mileage Reimbursement claim forms as appropriate.

c. Provide for adequate safety of volunteers during assignments.

d. Investigate and immediately report to TRP any incident, accident or injury involving TRP volunteer drivers. All reports must be submitted in writing.

e. Sign Monthly Volunteer Mileage Reimbursement claim forms which should also indicate

hours of service and send to TRP office by the 5th of each month.

i. Volunteers must use current TRP forms. It is the Volunteers responsibility to insure they use the current TRP reporting forms

f. If SUBRECIPIENT collects rider donations from TRP volunteer drivers; SUBRECIPIENT will document this as program income for the COUNTY's Transportation Reaching People (TRP) program and will be handled as such. Program income shall be forwarded to COUNTY, at a minimum, monthly.

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: SUBRECIPIENT will not discriminate against TRP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: SUBRECIPIENT will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: TRP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: The SUBRECIPIENT may request the removal of a volunteer at any time. A volunteer may withdraw from service at the SUBRECIPIENT or from TRP at any time. Discussion of individual separations will occur between TRP staff, SUBRECIPIENT staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by volunteers or SUBRECIPIENT at any time.

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Exhibit 8
CONGRESSIONAL LOBBYING CERTIFICATE

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 SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any SUBRECIPIENT, 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 sub-awards at all tiers (including subcontracts, sub-grants, 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 Contractor, City of Sandy/Sandy Sr. & Comm. Ctr., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 8/1/14

Company Name: City of Sandy/ Sandy Sr. & Comm. Center

Signature: Seth Atkinson

Name: Seth Atkinson
(printed)

Title: City Manager

EXHIBIT 9
SUBRECIPIENT PROFILE

1. SUBRECIPIENT IDENTIFICATION

City of Sandy Senior Center
Legal Name

38348 Pioneer Boulevard
Mailing Address

Sandy 97055
City Zip

(503) 668-5569; 668-5891
Phone Number; Fax #

2. IRS/STATE NONPROFIT NUMBER:

Federal ID#: 93-6002250

3. CHIEF ADMINISTRATIVE OFFICIAL:

Name: Seth Atkinson
Title: City Manager
Address: 39250 Pioneer Blvd.
Sandy, OR 97055
Phone: 503-668-5533

4. TYPE OF AGENCY: Public

5. TYPE OF PROGRAM: Social Services

6. BOARD OF DIRECTORS (List Members):

CITY OF SANDY COMMON COUNCIL

Bill King, Carl Exner, Olga Gerberg, Jeremy Pietzold, Lois Coleman, Brian Adams, Grant Baker

Frequency of Meetings:
Twice Monthly

7. SUBRECIPIENT INFORMATION:

The following have been approved and adopted by the SUBRECIPIENT's Board of Directors:

	YES	NO
Written Personnel Policies	X	
Staff Job Descriptions	X	
Written Benefits Policies	X	
Affirmative Action Plan	X	
Nondiscrimination Plan	X	
State/Federal Certifications	X	

Approved Usage Certificate

	YES	NO
Fire Marshal	X	
Co. Health	X	
County Zone	X	

Current Articles of Incorporation: Date: 1911

Last Total SUBRECIPIENT Audit: December 2013

8. Types and Amounts of Insurance Held: Commercial General Liability - $3,000,000 per occurrence, $9,000,000 aggregate; Commercial Automobile Liability Insurance - $3,000,000 combined single limit.

9. SUBRECIPIENT CERTIFICATION STATEMENT:

I certify that to the best of my knowledge, the information contained in the SUBRECIPIENT Profile is accurate and complete and that I have the legal authority to commit this SUBRECIPIENT to a contractual agreement.

Seth Atkinson 8/1/14

Seth Atkinson Date

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RESPONSE SECTION

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

Clients who have been denied a Center service or have a complaint relating to service delivery will be referred to the formal grievance procedure if all attempts to resolve the conflict informally between the parties involved fail.

The formal grievance procedure encompasses a successive review of the complaint by the Center Director, City Manager, and City Council, in that order. The City Council's decision is binding. All complaints relating to Aging and Disability Services contracted services shall be resolved in accordance with the terms of the contract and CCSS staff review.

SANDY SENIOR CENTER
PROCEDURES FOR HANDLING COMPLAINTS

Complaints are a natural result of being a visible, active organization providing services to the public. In order to maintain a positive climate in the community, and provide quality services to the public, we must be aware of any concerns about the programs and services we provide and have a consistent procedure for responding to complaints. Our preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive way. While the informal process is preferred, it is also necessary to make available a formal process for taking a complaint elsewhere if it cannot be solved informally.

INFORMAL PROCEDURE

When staff* or volunteers receive a complaint they should:

a. Make sure that complainant talk directly to the staff person responsible for the day-to-day operation of the activity about which there is a complaint. If persons first receiving the complaint are not responsible for the particular activity, they should take the name and phone number of the complainant. Complainants should be advised that the person responsible for the activity will call them. It is the responsibility of persons first receiving the complaint to inform the person responsible for the activity about the complaint. It is preferable that persons not be passed from one person to another in order to have their complaint be heard.

* If the complainant chooses to go first to the Assistant to the City manager, the City Manager, or the Center Advisory Board with the complaint, the informal process described here will normally be used. The Assistant to the City Manager, the City Manager, or the Center Advisory Board would refer the complaint to the Center Director to handle according to the informal process before initiating the formal process. In addition to verbal and written complaints, the City offers an on-line complaint initiation process which is directly forwarded to the staff person who is responsible for resolution of the concern.

b. When staff receives a complaint about an activity for which they are responsible, they should try to resolve the problem as follows:
   - treat the complaint seriously;
   - ask the complainants what action they expect to be taken;
   - involve complainants in the process of devising a solution, if feasible;
   - inform complainants of what action will be taken, or why no action is necessary.

c. If complainants still are not satisfied, they should be referred to the Center Director. The Center Director should be advised of this referral. This will allow the Center Director to begin to take any appropriate steps and/or follow-up with complainants should they fail to contact the Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center Advisory Board make a recommendation on the matter. Any decision must be in accordance with Senior Center policies and procedures, City of Sandy Policies, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency and terms of the contract.

d. If complainants still are not satisfied, the Formal Procedure will be initiated.

FORMAL PROCEDURE

If the problem has not been resolved after speaking to the Center Director, complainants may request a review by the Assistant to the City Manager. The Assistant to the City Manager will discuss with the complainants what the problem is and what action they would like taken. This will be summarized by the Assistant to the City Manager. The Assistant to the City Manager will request that the Center Director provide a written summary of the action taken to resolve the problem, and will review the information and discuss it with complainants. Within five (5) working days of this discussion, the Assistant to the City Manager will let complainants know what action is being taken.

If the problem is not resolved, the complaint must be readdressed in writing to the City Manager. Within 30 days of receipt of the complaint the City Manager will meet with complainants and the Senior Center Director to discuss the problem. When the hearing is over the City Manager will send a written decision within ten (10) working days of the hearing. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant review by the City Council.

2. Describe the organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Traditionally, Sandy Senior Center clients have not been denied outreach, case monitoring, or information and assistance services upon request. Efforts, however, are directed towards locating at-risk individuals and those at greatest economic and social need in coordinating the social services program.

3. Describe SUBRECIPIENT's operating procedures (use space provided only):

   a. Hours of Operation: From 8:30 a.m. To 5:00 p.m.

      Total hours per day: 8.5 hrs
      Total hours per week: 42.5 hrs

   b. Official Closures:

      New Year's Day, January 1
      Martin Luther King, Jr. Day - 3rd Monday in January
      President's Day, third Monday in February
      Memorial Day, last Monday in May
      Independence Day, Fourth of July
      Labor Day, first Monday in September
      Veterans' Day, November 11
      Thanksgiving, fourth Thursday in November & the following day
      Christmas, December 25

4. Please describe the boundaries of the area for which a person propose to provide services.

   The Sandy Senior Center provides services to seniors residing in the Oregon Trail School District, exclusive of the Hoodland area. The boundary between the Hoodland and Sandy districts is represented by Alder Creek. The Center informally extends certain services such as Meals-On-Wheels and medical transportation to currently unserved areas of Clackamas County

5. Show an organizational chart which identifies staff positions and FTE within the contracted program.

Director (0.125 FTE)

Social Svcs Coordinator (1.0 FTE)	**Clerical Assistant (.5 FTE)**	**Volunteer Assistants (1.0 FTE)**	**Senior Companions (.5 FTE)**	**Driver/ Custodian (.25 FTE)**

6. Describe methods for providing information about services.

   A variety of means are utilized to disseminate public information about service center staff and volunteers provide. Articles are published monthly in the Sandy Senior Scene highlighting center services, activities, and special programs. Other media opportunities include the weekly Sandy Post and monthly City water bill newsletter. Presentations concerning senior issues and center programs are also made before community groups each year. Senior volunteers are encouraged to provide information to their peers on an informal basis. Persons serving on the Sandy Senior Center Advisory Committee from churches and other organizations also represent an important source of community

networking and information sharing. The City maintains a web site and cable television channel 7 which also advertise center information.

7. List the services provided and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake, and record keeping procedures).

   The Sandy Senior Center will provide Assessment, Case Monitoring, Transportation and Information and Assistance services under the terms of the contract. Staff involved in the delivery of services will include the Director (.125 FTE), social services coordinator (1.0 FTE), Clerical Assistant (.25 FTE), Driver/Custodian (.25 FTE), and a minimum of 10 volunteer assistants equaling one full-time position. All staff and volunteers shall participate in providing information and referral services. Only staff members will be involved in the I&A documentation and record keeping process. Clackamas County Community Action Agency I&A tallying forms will be utilized.

   The Center's Social Services Coordinator will act as the primary coordinator of Assessment and Case Monitoring services. Efforts will be placed on identifying isolated and frail seniors as part of the initial outreach process. Each client shall receive an initial visit, if possible in the home, to assess needs and to develop a case plan. Implementation of the case plan may include any use of volunteers to provide such on-going services as medical and shopping escort, congregate or home delivered meals, friendly visiting, filing medical insurance claims, and other support services. During the intake procedure clients are informed of services available and the Center's confidentiality policy; and participate in the development of a goal-oriented case plan. Following the implementation of the case plan, the client is monitored by the senior companions and other trained center volunteers working closely with staff. All initial and follow-up contacts completed in person or by phone shall be documented as part of client records, and maintained in a locked file.

   Center staff shall also network with community gatekeepers to insure the effectiveness of the Assessment and Case Monitoring programs.

8. Briefly, describe methods for providing legal services.

   Three (3) volunteer attorneys participate in monthly law projects held at the Sandy Senior Center. Clients with legal concerns are screened in advance and referred to the program as appropriate. Low-income clients may be eligible for follow-up services on a pro bono basis after the initial 30 minute interview

II. GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other devise completely unassisted.
2. Continent or wear appropriate protective undergarments and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for

individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

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Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Cindy Becker
Director

August 14, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Revenue Grant Award with the CareOregon to increase dental access for our underserved Community

Purpose/Outcomes	Increase dental access for County's residents.
Dollar Amount and Fiscal Impact	The maximum value of the agreement is $100,000. This is a revenue agreement.
Funding Source	Grant award from CareOregon. No County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2014 and terminates on June 30, 2015
Previous Board Action	No previous Board action.
Contact Person	Richard Swift, Interim Director – Health Centers Division – 503-650-5694
Contract No.	6885

BACKGROUND:
The Health Centers Division of the Health, Housing and Human Services Department request the approval of (Letter of Agreement) Grant Award with CareOregon.

CareOregon has awarded Clackamas County Health Centers Division grant funds that will enable Division to expand dental staff to provide more access to county residents.

This is a revenue agreement with a value of $100,000. The agreement is effective July 1, 2014 and terminates June 30, 2015. This agreement has been reviewed by County Counsel. The agreement is retroactive because the County received the document late from CareOregon.

RECOMMENDATION:
Staff recommends the Board approval of this agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Cindy Becker

Cindy Becker, Director

Contract #6885

CareOregon, Inc.
Letter of Agreement

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas Community Health Division (Provider) for the time period July 1, 2014 to June 30, 2015 for $100,000.

Project: Dental Grant
Contact/Lead: Dr. Kathy Cook, DDS
Phone: 503-655-8564
E-mail: KCook@co.clackamas.or.us

CareOregon Agreement Number: 14-0701
CareOregon Contact: Alyssa Franzen
Phone: 503-416-4908
E-mail: franzena@careoregon.org

Background.
CareOregon Inc. will provide support to Clackamas Community Health Division for the following:

- .25 FTE Dentist
- .25 FTE Hygentist
- .25 Dental Assistant

Total: $100,000

I. Participation.

1. Provider agrees to appoint project leader to coordinate all aspects of the project, including reporting requirements to the CareOregon Inc.
2. Provider agrees to deliver reports quarterly with updates on the following metrics:
   a. Improve wait time by 2 weeks
   b. Additional 1,100 visits annually
   c. Additional 325 unique patients annually

II. Payment.

A. CareOregon will pay Provider an initial amount of $100,000 upon receipt of the signed Agreement.
B. Provider agrees that this payment is for the time period outlined above only and does not imply or guarantee ongoing funding.

III. Miscellaneous.

A. Should Provider's participation contract with CareOregon terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.
B. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.

Agreed to on behalf of Clackamas Community Health Division:

Signature

Name: Richard Swift

Title: Deputy Director

Date: 7.02.14

Agreed to on behalf of CareOregon:

Signature

Name: Scott Clement

Title: Chief Network Officer

Date:

4

M. BARBARA CARTMILL
DIRECTOR

CLACKAMAS COUNTY

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

August 14, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way and Easements for the Tolbert St: 82nd Dr to Minuteman Way Project and Authorizing Negotiations and Eminent Domain Actions

Purpose/Outcomes	Under ORS 35.235 and the federal Uniform Act, a local governmental agency is required to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Condemnation Resolution prior to initiating acquisition of the easements or other property rights from abutters to the project.
Dollar Amount and Fiscal Impact	The total approved project budget is $20,000,000 and is fully funded by ODOT through IGA # 28273-01.
Funding Source	Oregon Department of Transportation - no County funds are involved
Safety Impact	This project will extend and improve Tolbert Street from 82nd Drive to Minuteman Way by adding a traffic signal to the existing intersection of Tolbert Street and 82nd Drive, a new bridge over the Union Pacific Railroad mainline tracks, a new intersection at Minuteman Way and the Camp Withycombe main gate, street lighting, bikelanes, and sidewalks. This new bridge will draw vehicle traffic and pedestrian traffic from other more congested areas, thereby improving safety for all travelers in the vicinity.
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action	05/16/13: ODOT/County IGA No. 28273 (Tolbert St: 82nd Drive to Minuteman Way) was executed. This IGA provides $2,000,000 for project design only. 07/11/13: ODOT/County IGA No. 28273-01 (Tolbert St: 82nd Drive to Minuteman Way - Amendment No.1) was executed. This amendment provides an additional $18,000,000 for right of way and construction. 10/17/13: The BCC executed a consulting engineering services contract with Harper Houf Peterson Righellis, Inc. for the Tolbert bridge design.
Contact Person(s)	Terry Mungenast, DTD Project Mgr @ 503-742-4656 Kath Rose, DTD Sr. Right of Way Agent @ 503-742-4713

BACKGROUND:
The Board of County Commissioners has approved funding for the Tolbert St: 82nd Dr to Minuteman Way Project No. 22196. The Tolbert Street Overpass Project will provide an additional access option to 82nd Drive, Hwy 212/224 and the Interstate 205 systems for Camp Withycombe and the Clackamas industrial area businesses by connecting 82nd Drive directly to Minuteman Way at the main gate entrance to Camp Withycombe. This additional access will allow for shorter queues at all major intersections in the area and the ability to avoid a highly congested intersection. This project will improve vehicle and pedestrian safety and improve the ability for Camp Withycombe personnel to respond to regional emergencies. The Board has authority under ORS Chapter 35 to acquire rights of way and easements by purchase or condemnation proceedings.

The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The Department of Transportation and Development (Department) shall negotiate in good faith in an attempt to reach agreement as to the amount of just compensation owed each affected property owner. To fairly determine the amount of just compensation, staff will utilize the expertise of authorized real estate appraisers and other such experts.

The Department has developed the final legal descriptions required for acquisition of the rights of way and easements for the eleven properties affected by the Project. If during the course of the project design/construction modifications should effect acquisitions, staff will bring subsequent revisions to the Board for authorization.

The resolution directs the Department to resolve issues of just compensation through good faith negotiations. It requires the Director of the Department to notify the Board if exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a condemnation action.

Staff respectfully requests that the Board approve a Resolution of Necessity and Purpose for the Tolbert St: 82nd Dr to Minuteman Way Project for the acquisition of necessary rights of way and easements to provide for construction of the project.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:
Staff respectfully recommends that the Board of County Commissioners approves the Resolution authorizing the acquisition of rights of way and easements by negotiation if possible, or condemnation, if necessary.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Attachment

For information on this issue or copies of attachments
please contact Kath Rose, Sr. Right of Way Agent at (503) 742-4713

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

In the Matter of the Tolbert St: 82nd Dr. to Minuteman Way Project, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions	}	Order No. _____ (Page 1 of 2)

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on August 14, 2014; and,

It appearing that the Board previously approved funding for the Tolbert St: 82nd Dr. to Minuteman Way Project No. 22196 ("Project"), which will construct a new overpass to provide additional access options to 82nd Drive, Hwy 212/224 and the Interstate 205 systems for Camp Withycombe and the Clackamas industrial area, that the Project is consistent with the powers and purposes of County government, and that the Project is necessary for the continued growth, safety and welfare of the community; and,

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and,

It further appearing to the Board that the acquisition of the rights of way and easements, described in Exhibit "A" is a necessary part of the Project and therefore is also consistent with the powers and purposes of County government, and necessary for the continued growth, safety and welfare of the community; and,

It further appearing to the Board that immediate possession of the rights of way and easements described in Exhibit "A" may be necessary and will be in the public interest in order to commence and complete the Project in a timely manner; and,

It further appearing that the Board has authority under ORS Chapter 35 to acquire rights of way and easements by purchase or eminent domain proceedings.

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County immediately start acquisition of rights of way and easements described in Exhibit "A", either through negotiation and agreement, purchase, or, if necessary, by commencement of eminent domain proceedings.

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

In the Matter of the Tolbert St: 82nd Dr. to Minuteman Way Project, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions	}	Order No. _____ (Page 2 of 2)

IT IS FURTHER ORDERED THAT:

1). The Department of Transportation and Development immediately, and in good faith, attempt to negotiate agreements as to amount of just compensation owed each owner of each property identified in Exhibit "A". In so doing, the department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to fairly determine the amount of just compensation owed; and,

2). If the Director of the Clackamas County Development (the "Director") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the rights of way and easements required for the Project, the Director shall promptly bring before the Board, and the Board shall promptly consider a resolution amending Exhibit "A"; and,

3). It is the intention of the Board that the required rights of way and easements identified in Exhibit "A" be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Director shall inform the Board when the Manager deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints in condemnation and take such other steps as it determines necessary for the immediate possession of required rights of way and easements and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2014.

_____
John Ludlow, Chair

_____
Mary Raethke, Recording Secretary

S:RW/Tolbert Overpass/Ordinance/Ordinance Form

Exhibit "A"
Project Legal Descriptions
Tolbert St: 82nd Dr. to Minuteman Way Project

Property No. 01 (File No. 01); Tax Lot 22E09BD00701

Permanent Sign and Public Utility Easement

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter and Northwest One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Block 9, Marshfield, Plat No. 12 and a portion of Block 9, Talbert's Addition to Marshfield, Plat No. 26, Clackamas County Survey Records, as described by that certain Statutory Warranty Deed recorded on April 15, 2010, as Record No. 2010-022664, Clackamas County Deed Records, said parcel being that portion of said property lying southerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 28.46 feet left of the Engineer's Design Centerline for SE Tolbert Street at Station 13+00.00;

Thence easterly, in a straight line, to a point 29.71 feet left of Engineer's Design Centerline Station 14+00.00.

EXCEPTING therefrom that portion lying within Parcel 2, Partition Plat No. 2008-124, Clackamas County Survey Records.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street and SE 92nd Avenue.

The parcel of land to which this description applies contains 371 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Tolbert Street is more particularly described as follows:

Beginning at a point on the centerline of SE Tolbert Street at centerline station 10+00.00 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears S16°57'02"E, 57.40 feet;

Thence S87°18'37"E, along said centerline, 827.82 feet to the beginning of a 350.00 foot radius curve to the right at Engineer's Design Centerline Station 18+27.82 P.C.;

Thence along the arc of the 350.00 foot radius curve to the right, having a central angle of 23°53'22" (the long chord of which bears S75°21'56"E, 144.88 feet) 145.94 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 19+73.76 P.T.;

Thence S63°25'16"E, 231.52 feet to the beginning of a 350.00 foot radius curve to the left at Engineer's Design Centerline Station 22+05.28 P.C.;

Thence along the arc of the 350.00 foot radius curve to the left, having a central angle of 25°59'03" (the long chord of which bears S76°24'47"E, 157.37 feet) 158.73 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 23+64.01 P.T.;

Thence S89°24'18"E, 295.21 feet to the terminus of said Engineer's Design Centerline Station 26+59.22. Said terminus point is on the centerline of SE Minuteman Way as shown on SN2014-059, and bears S84°09'42"E, 1,613.95 feet from said 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64.

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

Property No. 02 (File No. 2); Tax Lot 22E09BD00702

TRACT 1 (Permanent Right of Way Easement for Road Purposes)

A tract of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Block 9, Talbert's Addition to Marshfield, Plat No. 26, and Parcel 2 of Partition Plat 2008-124, Clackamas County Survey Records, as described by that certain Statutory Warranty Deed recorded on April 15, 2010, as Parcel 9 of Record No. 2010-022664, Clackamas County Deed Records, said tract being that portion of said property lying southerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 25.31 feet left of the Engineer's Design Centerline for SE Tolbert Street at Station 14+48.20;

Thence northeasterly, in a straight line, to a point 66.69 feet left of Engineer's Design Centerline Station 14+80.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street and SE 82nd Drive.

ALSO EXCEPTING therefrom Parcel 1, Partition Plat No. 2008-124, Clackamas County Survey Records.

The tract of land to which this description applies contains 172 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Tolbert Street is more particularly described as follows:

Beginning at a point on the centerline of SE Tolbert Street at centerline station 10+00.00 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears S16°57'02"E, 57.40 feet;

Thence S87°18'37"E, along said centerline, 827.82 feet to the beginning of a 350.00 foot radius curve to the right at Engineer's Design Centerline Station 18+27.82 P.C.;

Thence along the arc of the 350.00 foot radius curve to the right, having a central angle of 23°53'22" (the long chord of which bears S75°21'56"E, 144.88 feet) 145.94 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 19+73.76 P.T.;

Thence S63°25'16"E, 231.52 feet to the beginning of a 350.00 foot radius curve to the left at Engineer's Design Centerline Station 22+05.28 P.C.;

Thence along the arc of the 350.00 foot radius curve to the left, having a central angle of 25°59'03" (the long chord of which bears S76°24'47"E, 157.37 feet) 158.73 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 23+64.01 P.T.;

Thence S89°24'18"E, 295.21 feet to the terminus of said Engineer's Design Centerline Station 26+59.22. Said terminus point is on the centerline of SE Minuteman Way as shown on SN2014-059, and bears S84°09'42"E, 1,613.95 feet from said 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64.

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

TRACT 2 (Permanent Sign and Public Utility Easement)

A tract of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Block 9, Talbert's Addition to Marshfield, Plat No. 26, and Parcel 2 of Partition Plat 2008-124, Clackamas County Survey Records, as described by that certain Statutory Warranty Deed recorded on April 15, 2010, as Parcel 9 of Record No. 2010-022664, Clackamas County Deed Records, said tract being that portion of said property lying southerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 29.34 feet left of the Engineer's Design Centerline for SE Tolbert Street at Station 13+70.00;

Thence easterly, in a straight line, to a point 30.28 feet left of Engineer's Design Centerline Station 14+45.72;

Thence northeasterly, in a straight line, to a point 74.90 feet left of Engineer's Design Centerline Station 14+80.00.

EXCEPTING therefrom the above described Tract 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street and SE 82nd Drive.

ALSO EXCEPTING therefrom that portion lying within Parcel 1, Partition Plat No. 2008-124, Clackamas County Survey Records.

The tract of land to which this description applies contains 430 square feet more or less.

The stationing used to describe this tract is based on the Engineer's Design Centerline of SE Tolbert Street described herein, being more particularly described in tract 1.

Property No. 03 (File No. 04); Tax Lot 22E09AC00400

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 1, Block 8, Marshfield, Plat No. 12, Clackamas County Survey Records, and the portion of vacated street which inured thereto by reason of vacation thereof, as described by that certain Statutory Warranty Deed recorded on November 23, 2007, as Record No. 2007-098662, Clackamas County Deed Records, said parcel being that portion of said property lying southerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 87.63 feet left of the Engineer's Design Centerline for SE Tolbert Street at Station 15+10.00;

Thence southeasterly, in a straight line, to a point 46.50 feet left of Engineer's Design Centerline Station 15+60.10.

Thence easterly, in a straight line, to a point 46.50 feet left of Engineer's Design Centerline Station 17+30.00.

EXCEPTING therefrom Lot 2, Block 3, Marshfield, Plat No. 12, Clackamas County Survey Records, and the portion of vacated street which inured thereto by vacation thereof;

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street and SE 82nd Drive.

The parcel of land to which this description applies contains 2,803 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Tolbert Street is more particularly described as follows:

Beginning at a point on the centerline of SE Tolbert Street at centerline station 10+00.00 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears S16°57'02"E, 57.40 feet;

Thence S87°18'37"E, along said centerline, 827.82 feet to the beginning of a 350.00 foot radius curve to the right at Engineer's Design Centerline Station 18+27.82 P.C.;

Thence along the arc of the 350.00 foot radius curve to the right, having a central angle of 23°53'22" (the long chord of which bears S75°21'56"E, 144.88 feet) 145.94 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 19+73.76 P.T.;

Thence S63°25'16"E, 231.52 feet to the beginning of a 350.00 foot radius curve to the left at Engineer's Design Centerline Station 22+05.28 P.C.;

Thence along the arc of the 350.00 foot radius curve to the left, having a central angle of 25°59'03" (the long chord of which bears S76°24'47"E, 157.37 feet) 158.73 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 23+64.01 P.T.;

Thence S89°24'18"E, 295.21 feet to the terminus of said Engineer's Design Centerline Station 26+59.22. Said terminus point is on the centerline of SE Minuteman Way as shown on SN2014-059, and bears S84°09'42"E, 1,613.95 feet from said 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64.

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

PARCEL 2 (Permanent Sign and Public Utility Easement)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 1, Block 8, Marshfield, Plat No. 12, Clackamas County Survey Records, and the portion of vacated street which inured thereto by reason of vacation thereof, as described by that certain Statutory Warranty Deed recorded on November 23, 2007, as Record No. 2007-098662, Clackamas County Deed Records, said parcel being that portion of said property lying southerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 94.09 feet left of the Engineer's Design Centerline for SE Tolbert Street at Station 15+10.00;

Thence southeasterly, in a straight line, to a point 40.74 feet left of Engineer's Design Centerline Station 15+75.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street and SE 82nd Drive.

ALSO EXCEPTING therefrom the above described Parcel 1.

The parcel of land to which this description applies contains 216 square feet more or less.

The stationing used to describe this parcel is based on the Engineer's Design Centerline for SE Tolbert Street described herein, being more particularly described in Parcel 1.

PARCEL 3 (Temporary Construction Easement)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 1, Block 8, Marshfield, Plat No. 12, Clackamas County Survey Records, and the portion of vacated street which inured thereto by

reason of vacation thereof, as described by that certain Statutory Warranty Deed recorded on November 23, 2007, as Record No. 2007-098662, Clackamas County Deed Records, said parcel being that portion of said property lying southerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point on the South line of the W.T. Matlock Donation Land Claim No. 37, 148.31 feet left of the Engineer's Design Centerline for SE Tolbert Street at Station 15+24.12;

Thence northeasterly along said South line, in a straight line, to a point 150.94 feet left of Engineer's Design Centerline Station 15+30.69.

Thence southeasterly, leaving said South line, in a straight line, to a point 69.00 feet left of Engineer's Design Centerline Station 15+40.57.

Thence southeasterly, in a straight line, to a point 51.50 feet left of Engineer's Design Centerline Station 15+61.89;

Thence easterly, in a straight line, to a point 51.50 feet left of Engineer's Design Centerline Station 16+85.74;

Thence northerly, in a straight line, to a point 74.50 feet left of Engineer's Design Centerline Station 16+85.75;

Thence easterly, in a straight line, to a point 74.50 feet left of Engineer's Design Centerline Station 17+30.00;

EXCEPTING therefrom Lot 2, Block 3, Marshfield, Plat No. 12, Clackamas County Survey Records, and the portion of vacated street which inured thereto by vacation thereof;

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street and SE 82nd Drive.

ALSO EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom the above described Parcel 2.

The parcel of land to which this description applies contains 1,701 square feet more or less.

The stationing used to describe this parcel is based on the Engineer's Design Centerline for SE Tolbert Street described herein, being more particularly described in Parcel 1.

Property No. 04 (File No. 05); Tax Lot 22E09AC01900

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 2, Block 3, Marshfield, Plat No. 12,

Clackamas County Survey Records, and the portion of vacated street which inured thereto by reason of vacation thereof, as described in that certain Statutory Warranty Deed recorded on November 23, 2007, as Record No. 2007-098662, Clackamas County Deed Records, said parcel being that portion of said property lying southerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 46.50 feet left of the Engineer's Design Centerline for SE Tolbert Street at Station 16+90.00;

Thence easterly, in a straight line, to a point 55.08 feet left of Engineer's Design Centerline Station 19+00.00.

EXCEPTING therefrom that portion lying within Lot 1, Block 8, Marshfield, Plat No. 12, Clackamas County Survey Records, and the portion of vacated street which inured thereto by vacation thereof;

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street and SE 94th Avenue.

The parcel of land to which this description applies contains 2,450 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Tolbert Street is more particularly described as follows:

Beginning at a point on the centerline of SE Tolbert Street at centerline station 10+00.00 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears S16°57'02"E, 57.40 feet;

Thence S87°18'37"E, along said centerline, 827.82 feet to the beginning of a 350.00 foot radius curve to the right at Engineer's Design Centerline Station 18+27.82 P.C.;

Thence along the arc of the 350.00 foot radius curve to the right, having a central angle of 23°53'22" (the long chord of which bears S75°21'56"E, 144.88 feet) 145.94 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 19+73.76 P.T.;

Thence S63°25'16"E, 231.52 feet to the beginning of a 350.00 foot radius curve to the left at Engineer's Design Centerline Station 22+05.28 P.C.;

Thence along the arc of the 350.00 foot radius curve to the left, having a central angle of 25°59'03" (the long chord of which bears S76°24'47"E, 157.37 feet) 158.73 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 23+64.01 P.T.;

Thence S89°24'18"E, 295.21 feet to the terminus of said Engineer's Design Centerline Station 26+59.22. Said terminus point is on the centerline of SE Minuteman Way as shown on SN2014-059, and bears S84°09'42"E, 1,613.95 feet from said 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64.

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 2, Block 3, Marshfield, Plat No. 12, Clackamas County Survey Records, and the portion of vacated street which inured thereto by reason of vacation thereof, as described in that certain Statutory Warranty Deed recorded on November 23, 2007, as Record No. 2007-098662, Clackamas County Deed Records, said parcel being that portion of said property lying southerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 74.50 feet left of the Engineer's Design Centerline for SE Tolbert Street at Station 16+90.00;

Thence easterly, in a straight line, to a point 74.50 feet left of Engineer's Design Centerline Station 17+37.75.

Thence southerly, in a straight line, to a point 51.50 feet left of Engineer's Design Centerline Station 17+37.74.

Thence easterly, in a straight line, to a point 60.19 feet left of Engineer's Design Centerline Station 19+00.00.

EXCEPTING therefrom that portion lying within Lot 1, Block 8, Marshfield, Plat No. 12, Clackamas County Survey Records, and the portion of vacated street which inured thereto by vacation thereof;

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street and SE 94th Avenue.

ALSO EXCEPTING therefrom the above described Parcel 1.

The parcel of land to which this description applies contains 1,506 square feet more or less.

The stationing used to describe this parcel is based on the Engineer's Design Centerline for SE Tolbert Street described herein, being more particularly described in Parcel 1.

PARCEL 3 (Temporary Construction Easement)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 2, Block 3, Marshfield, Plat No. 12, Clackamas County Survey Records, as described in that certain Statutory Warranty recorded on November 23, 2007, as Record No. 2007-098662, Clackamas County Deed Records, said parcel being that portion of said property lying within the following described tract:

Beginning at a point on the Engineer's Design Centerline for SE 94th Avenue at Station "N"17+33.98;

Thence westerly, in a straight line, to a point 108.00 feet right of Engineer's Design Centerline Station "N"17+33.98;

Thence northerly, in a straight line, to a point 108.00 feet right of Engineer's Design Centerline Station "N"16+95.98;

Thence easterly, in a straight line, to a point 42.27 feet right of Engineer's Design Centerline Station "N"16+95.98;

Thence easterly, in a straight line, to a point on the Engineer's Design Centerline for SE 94th Avenue at "N"16+93.71;

Thence southerly along said centerline to the point of beginning.

EXCEPTING therefrom that portion lying within the existing right-of-way SE 94th Avenue.

The parcel of land to which this description applies contains 2,852 square feet more or less.

The stationing of the Engineer's Design Centerline of SE 94th Avenue is more particularly described as follows:

Beginning at a point on the centerline of SE 94th Avenue at centerline station "N"15+00.00 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears S70°50'44"W, 977.41 feet;

Thence S2°43'53"W, along said Engineer's Design Centerline for SE 94th Avenue, 500 feet to Station "N"20+00.00, and the terminus of said centerline, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears N78°45'41"E, 917.06 feet

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

Property No. 05 (File No. 10); Tax Lot 22E09AC00500

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 2, Block 7, Marshfield, Plat No. 12, Clackamas County Survey Records, as described in that certain Bargain and Sale Deed - Statutory Form recorded on August 31, 2005, as Record No. 2005-084754, Clackamas County Deed Records, said parcel being that portion of said property lying westerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 135.00 feet right of the Engineer's Design Centerline for SE Tolbert Street at Station 15+20.00;

Thence easterly, in a straight line, to a point 135.00 feet right of Engineer's Design Centerline Station 15+32.28.

Thence northerly, in a straight line, to a point 57.10 feet right of Engineer's Design Centerline Station 15+32.39;

Thence northeasterly, in a straight line, to a point 33.00 feet right of Engineer's Design Centerline Station 15+49.08;

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street and SE 82nd Drive.

The parcel of land to which this description applies contains 397 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Tolbert Street is more particularly described as follows:

Beginning at a point on the centerline of SE Tolbert Street at centerline station 10+00.00 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears S16°57'02"E, 57.40 feet;

Thence S87°18'37"E, along said centerline, 827.82 feet to the beginning of a 350.00 foot radius curve to the right at Engineer's Design Centerline Station 18+27.82 P.C.;

Thence along the arc of the 350.00 foot radius curve to the right, having a central angle of 23°53'22" (the long chord of which bears S75°21'56"E, 144.88 feet) 145.94 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 19+73.76 P.T.;

Thence S63°25'16"E, 231.52 feet to the beginning of a 350.00 foot radius curve to the left at Engineer's Design Centerline Station 22+05.28 P.C.;

Thence along the arc of the 350.00 foot radius curve to the left, having a central angle of 25°59'03" (the long chord of which bears S76°24'47"E, 157.37 feet) 158.73 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 23+64.01 P.T.;

Thence S89°24'18"E, 295.21 feet to the terminus of said Engineer's Design Centerline Station 26+59.22. Said terminus point is on the centerline of SE Minuteman Way as shown on SN2014-059, and bears S84°09'42"E, 1,613.95 feet from said 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64.

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 2, Block 7, Marshfield, Plat No. 12, Clackamas County Survey Records, as described in that certain Bargain and Sale Deed - Statutory Form recorded on August 31, 2005, as Record No. 2005-084754, Clackamas County Deed Records, said parcel being that portion of said property lying westerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 135.00 feet right of the Engineer's Design Centerline for SE Tolbert Street at Station 15+20.00;

Thence easterly, in a straight line, to a point 135.00 feet right of Engineer's Design Centerline Station 15+37.28.

Thence northerly, in a straight line, to a point 58.66 feet right of Engineer's Design Centerline Station 15+37.39;

Thence northeasterly, in a straight line, to a point 38.00 feet right of Engineer's Design Centerline Station 15+51.70;
Thence easterly, in a straight line, to a point 38.00 feet right of Engineer's Design Centerline Station 17+00.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street, SE 82nd Drive, and SE 93rd Avenue.

ALSO EXCEPTING therefrom the above described Parcel 1.

The parcel of land to which this description applies contains 1,146 square feet more or less.

The stationing used to describe this parcel is based on the Engineer's Design Centerline for SE Tolbert Street described herein, being more particularly described in Parcel 1.

Property No. 06 (File No. 12); Tax Lot 22E09AC01800

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 1, Block 4, Marshfield, Plat No. 12, Clackamas County Survey Records, as described in that certain Memorandum of Land-Sale Contract recorded on July 22, 1999, as Record No. 99-072708, and in that certain Quitclaim Deed recorded on August 12, 2005, as Record No. 2005-077175, all in Clackamas County Deed Records, said parcel being that portion of said property lying northerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 34.50 feet right of the Engineer's Design Centerline for SE Tolbert Street at Station 17+25.00;

Thence easterly, in a straight line, to a point 34.50 feet right of Engineer's Design Centerline Station 18+27.82, said point being the beginning of a 315.50 foot radius curve to the right, having a central angle of 15°54'29";

Thence southeasterly, along the arc of said curve to the right (the long chord of which bears S79°21'23"E, 87.32 feet) 87.60 feet to a point 34.50 feet right of Engineer's Design Centerline Station 19+25.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street, SE 93rd Avenue and SE 94th Avenue.

The parcel of land to which this description applies contains 373 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Tolbert Street is more particularly described as follows:

Beginning at a point on the centerline of SE Tolbert Street at centerline station 10+00.00 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears S16°57'02"E, 57.40 feet;

Thence S87°18'37"E, along said centerline, 827.82 feet to the beginning of a 350.00 foot radius curve to the right at Engineer's Design Centerline Station 18+27.82 P.C.;

Thence along the arc of the 350.00 foot radius curve to the right, having a central angle of 23°53'22" (the long chord of which bears S75°21'56"E, 144.88 feet) 145.94 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 19+73.76 P.T.;

Thence S63°25'16"E, 231.52 feet to the beginning of a 350.00 foot radius curve to the left at Engineer's Design Centerline Station 22+05.28 P.C.;

Thence along the arc of the 350.00 foot radius curve to the left, having a central angle of 25°59'03" (the long chord of which bears S76°24'47"E, 157.37 feet) 158.73 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 23+64.01 P.T.;

Thence S89°24'18"E, 295.21 feet to the terminus of said Engineer's Design Centerline Station 26+59.22. Said terminus point is on the centerline of SE Minuteman Way as shown on SN2014-059, and bears S84°09'42"E, 1,613.95 feet from said 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64.

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 1, Block 4, Marshfield, Plat No. 12, Clackamas County Survey Records, as described in that certain Memorandum of Land-Sale Contract recorded on July 22, 1999, as Record No. 99-072708, and in that certain Quitclaim Deed recorded on August 12, 2005, as Record No. 2005-077175, all in Clackamas County Deed Records, said parcel being that portion of said property lying northerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 44.50 feet right of the Engineer's Design Centerline for SE Tolbert Street at Station 17+25.00;

Thence easterly, in a straight line, to a point 40.36 feet right of Engineer's Design Centerline Station 18+85.09;

Thence southerly, in a straight line, to a point 137.46 feet right of Engineer's Design Centerline Station 19+11.56;

Thence easterly, in a straight line, to a point 130.28 feet right of Engineer's Design Centerline Station 19+50.00;

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street, SE 93rd Avenue, and SE 94th Avenue.

ALSO EXCEPTING therefrom the above described Parcel 1.

The parcel of land to which this description applies contains 2,821 square feet more or less.

The stationing used to describe this parcel is based on the Engineer's Design centerline for SE Tolbert Street described herein, being more particularly described in Parcel 1.

PARCEL 3 (Temporary Construction Easement)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 1, Block 4, Marshfield, Plat No. 12, Clackamas County Survey Records, as described in that certain Memorandum of Land-Sale Contract recorded on July 22, 1999, as Record No. 99-072708, and in that certain Quitclaim Deed recorded on August 12, 2005, as Record No. 2005-077175, all in Clackamas County Deed Records, said parcel being that portion of said property lying northerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point on the Engineer's Design Centerline for SE 93rd Avenue at Station "M"5+78.77;

Thence easterly, in a straight line, to a point 67.00 feet left of Engineer's Design Centerline Station "M"5+78.77;

Thence southerly, in a straight line, to a point 67.00 feet left of Engineer's Design Centerline Station "M"6+18.77;

Thence westerly, in a straight line, to a point on the Engineer's Design Centerline at Station "M"6+18.77;

Thence northerly, in a straight line, along said Engineer's Design Centerline to the point of beginning.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 93rd Avenue.

The parcel of land to which this description applies contains 1,360 square feet more or less.

The stationing of the Engineer's Design Centerline of SE 93rd Avenue is more particularly described as follows:

Beginning at a point on the centerline of SE 93rd Avenue at centerline station "M"5+00.00 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears S88°12'53"W, 694.65 feet;

Thence S2°43'53"W, 400.00 feet, along said Engineer's Design Centerline for SE 93rd Avenue to Station "M"9+00.00, and the terminus of said centerline, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears N60°45'59"W, 773.81 feet

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

PARCEL 4 (Temporary Construction Easement)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 1, Block 4, Marshfield, Plat No. 12, Clackamas County Survey Records, as described in that certain Memorandum of Land-Sale Contract recorded on July 22, 1999, as Record No. 99-072708, and in that certain Quitclaim Deed recorded on August 12, 2005, as Record No. 2005-077175, all in Clackamas County Deed Records, said parcel being that portion of said property lying northerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point on the Engineer's Design Centerline for SE 93rd Avenue at Station "M"6+57.49;

Thence easterly, in a straight line, to a point 67.00 feet left of Engineer's Design Centerline Station "M"6+57.49;

Thence southerly, in a straight line, to a point 67.00 feet left of Engineer's Design Centerline Station "M"7+00.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 93rd Avenue.

The parcel of land to which this description applies contains 822 square feet more or less.

The stationing used to describe this parcel is based on the Engineer's Design Centerline for SE 93rd Avenue described herein, being more particularly described in Parcel 3.

Property No. 07 (File No. 13); Tax Lot 22E09AC02100

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 2, Block 2, Marshfield, Plat No. 12, Clackamas County Survey Records, as described in that certain Warranty Deed recorded on May 14, 1968, as Record No. 68-9069, Clackamas County Deed Records, said parcel being that portion of said property lying northerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 33.77 feet right of the Engineer's Design Centerline for SE Tolbert Street at Station 19+50.00.;

Thence easterly, in a straight line, to a point 34.50 feet right of Engineer's Design Centerline Station 20+75.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street, SE 94th Avenue and the Union Pacific Railroad.

The parcel of land to which this description applies contains 2,212 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Tolbert Street is more particularly described as follows:

Beginning at a point on the centerline of SE Tolbert Street at centerline station 10+00.00 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears S16°57'02"E, 57.40 feet;

Thence S87°18'37"E, along said centerline, 827.82 feet to the beginning of a 350.00 foot radius curve to the right at Engineer's Design Centerline Station 18+27.82 P.C.;

Thence along the arc of the 350.00 foot radius curve to the right, having a central angle of 23°53'22" (the long chord of which bears S75°21'56"E, 144.88 feet) 145.94 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 19+73.76 P.T.;

Thence S63°25'16"E, 231.52 feet to the beginning of a 350.00 foot radius curve to the left at Engineer's Design Centerline Station 22+05.28 P.C.;

Thence along the arc of the 350.00 foot radius curve to the left, having a central angle of 25°59'03" (the long chord of which bears S76°24'47"E, 157.37 feet) 158.73 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 23+64.01 P.T.;

Thence S89°24'18"E, 295.21 feet to the terminus of said Engineer's Design Centerline Station 26+59.22. Said terminus point is on the centerline of SE Minuteman Way as shown on SN2014-059, and bears S84°09'42"E, 1,613.95 feet from said 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64.

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 2, Block 2, Marshfield, Plat No. 12, Clackamas County Survey Records, as described in that certain Warranty Deed recorded on May 14, 1968, as Record No. 68-9069, Clackamas County Deed Records, said parcel being that portion of said property lying northerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 33.77 feet right of the Engineer's Design Centerline for SE Tolbert Street at Station 19+50.00.;

Thence easterly, in a straight line, to a point 34.50 feet right of Engineer's Design Centerline Station 20+75.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street, SE 94th Avenue and the Union Pacific Railroad.

The parcel of land to which this description applies contains 3,287 square feet more or less.

The stationing of the Engineer's Design Centerline for SE Tolbert Street is more particularly described in Parcel 1.

Property No. 08 (File No. 15); Tax Lot 22E09AC00200

TRACT 1 (Permanent Right of Way Easement for Road Purposes)

A tract of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land described in Parcel 1 of that certain Statutory Warranty Deed recorded on October 16, 2008, as Record No. 2008-071735, Clackamas County Deed Records, said tract being that portion of said property lying easterly of

the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 34.15 feet left of the Engineer's Design Centerline for SE Minuteman Way at Station "I"28+65.00;

Thence northerly, in a straight line, to a point 34.15 feet left of Engineer's Design Centerline Station "I"30+40.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Minuteman Way.

The tract of land to which this description applies contains 658 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Minuteman Way is more particularly described as follows:

Beginning at a found 1-1/2" Aluminum Cap in a monument box, marked "HHPR INC", being a point on the centerline of SE Minuteman Way at centerline station "I" 20+94.57 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears N64°51'12"W, 1,757.52 feet;

Thence N01°26'18"E, along said centerline, 1,311.25 feet to a found 1-1/2" Aluminum Cap in a monument box, marked "HHPR INC" and the terminus of said Engineer's Design Centerline Station "I" 34+05.82. Said terminus point is on the centerline of SE Minuteman Way as shown on SN2014-059, and bears N70°50'48"E, 1,719.02 feet from said 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64;

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

TRACT 2 (Temporary Construction Easement)

A tract of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land described in Parcel 1 of that certain Statutory Warranty Deed recorded on October 16, 2008, as Record No. 2008-071735, Clackamas County Deed Records, said tract being that portion of said property lying easterly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 39.15 feet left of the Engineer's Design Centerline for SE Minuteman Way at Station "I" 28+65.00;

Thence northerly, in a straight line, to a point 39.15 feet left of Engineer's Design Centerline Station "I" 30+40.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Minuteman Way.

ALSO EXCEPTING therefrom the above described Tract 1.

The tract of land to which this description applies contains 793 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Minuteman Way is more particularly described in Tract 1.

Property No. 09 (File No. 16); Tax Lot 22E09AC02901

TRACT 1 (Permanent Right of Way Easement for Road Purposes)

A tract of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land described in Parcel 3 of that Statutory Warranty Deed recorded on October 16, 2008, as Record No. 2008-071735, Clackamas County Deed Records, said tract being that portion of said property lying southerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 39.50 feet left of the Engineer's Design Centerline for SE Tolbert Street at Station 21+20.00;

Thence southeasterly, in a straight line, to a point 39.50 feet left of Engineer's Design Centerline Station 21+89.30, said point being the beginning of a 310.50 foot radius curve to the left, having a central angle of 25°59'03", the radius point of which bears N26°34'44"E, 310.50 feet;

Thence southeasterly, along the arc of said curve to the left (the long chord of which bears S76°24'47"E, 139.61 feet) 140.81 feet, to a point 46.16 feet left of Engineer's Design Centerline Station 23+47.46;

Thence easterly, in a straight line, to a point 46.50 feet left of Engineer's Design Centerline Station 26+40.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Minuteman Way and the Union Pacific Railroad.

The tract of land to which this description applies contains 41,101 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Tolbert Street is more particularly described as follows:

Beginning at a point on the centerline of SE Tolbert Street at centerline station 10+00.00 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears S16°57'02"E, 57.40 feet;

Thence S87°18'37"E, along said centerline, 827.82 feet to the beginning of a 350.00 foot radius curve to the right at Engineer's Design Centerline Station 18+27.82 P.C.;

Thence along the arc of the 350.00 foot radius curve to the right, having a central angle of 23°53'22" (the long chord of which bears S75°21'56"E, 144.88 feet) 145.94 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 19+73.76 P.T.;

Thence S63°25'16"E, 231.52 feet to the beginning of a 350.00 foot radius curve to the left at Engineer's Design Centerline Station 22+05.28 P.C.;

Thence along the arc of the 350.00 foot radius curve to the left, having a central angle of 25°59'03" (the long chord of which bears S76°24'47"E, 157.37 feet) 158.73 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 23+64.01 P.T.;

Thence S89°24'18"E, 295.21 feet to the terminus of said Engineer's Design Centerline Station 26+59.22. Said terminus point is on the centerline of SE Minuteman Way as shown on SN2014-059, and bears S84°09'42"E, 1,613.95 feet from said 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64.

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

TRACT 2 (Permanent Right of Way Easement for Road Purposes)

A tract of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land described in Parcel 3 of that Statutory Warranty Deed recorded on October 16, 2008, as Record No. 2008-071735, Clackamas County Deed Records, said tract being that portion of said property lying southerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 49.15 feet left of the Engineer's Design Centerline for SE Minuteman Way at Station "I" 27+00.00;

Thence northerly, in a straight line, to a point 49.15 feet left of Engineer's Design Centerline Station "I" 28+80.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Minuteman Way.

ALSO EXCEPTING therefrom the above described Tract 1.

The tract of land to which this description applies contains 2,892 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Minuteman Way is more particularly described as follows:

Beginning at a found 1-1/2" Aluminum Cap in a monument box, marked "HHPR INC", being a point on the centerline of SE Minuteman Way at centerline station "I" 20+94.57 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears N64°51'12"W, 1,757.52 feet;

Thence N01°26'18"E, along said centerline, 1,311.25 feet to a found 1-1/2" Aluminum Cap in a monument box, marked "HHPR INC" and the terminus of said Engineer's Design Centerline Station "I" 34+05.82. Said terminus point is on the centerline of SE Minuteman Way as shown on SN2014-059, and bears N70°50'48"E, 1,719.02 feet from said 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64;

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

TRACT 3 (Temporary Construction Easement)

A tract of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land described in Parcel 3 of that Statutory Warranty Deed recorded on October 16, 2008, as Record No. 2008-071735, Clackamas County Deed Records, said tract being that portion of said property lying southerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 79.50 feet left of the Engineer's Design Centerline for SE Tolbert Street at Station 21+20.00;

Thence southeasterly, in a straight line, to a point 79.50 feet left of Engineer's Design Centerline Station 21+89.30, said point being the beginning of a 270.50 foot radius curve to the left, having a central angle of 23°18'17", the radius point of which bears N26°34'44"E, 270.50 feet;

Thence southeasterly, along the arc of said curve to the left (the long chord of which bears S75°04'29"E, 109.28 feet) 110.04 feet, to a point 85.41 feet left of Engineer's Design Centerline Station 23+28.23;

Thence southerly, in a straight line, to a point 65.49 feet left of Engineer's Design Centerline Station 23+30.75, said point being the beginning of a 290.50 foot radius curve to the left, having a central angle of 2°29'32", the radius point of which bears N03°05'14"E, 290.50 feet;

Thence easterly, along the arc of said curve to the left (the long chord of which bears S88°09'32"E, 12.64 feet) 12.64 feet, to a point 66.14 feet left of Engineer's Design Centerline Station 23+46.29;

Thence easterly, in a straight line, to a point 66.50 feet left of Engineer's Design Centerline Station 26+40.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Tolbert Street and the Union Pacific Railroad.

ALSO EXCEPTING therefrom the above described Tract 1.

ALSO EXCEPTING therefrom the above described Tract 2.

The tract of land to which this description applies contains 11,943 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Tolbert Street is more particularly described in Tract 1.

TRACT 4 (Temporary Construction Easement)

A tract of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land described in Parcel 3 of that Statutory Warranty Deed recorded on October 16, 2008, as Record No. 2008-071735, Clackamas County Deed Records, said tract being that portion of said property lying southerly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 69.15 feet left of the Engineer's Design Centerline for SE Minuteman Way at Station "I" 27+00.00;

Thence northerly, in a straight line, to a point 69.15 feet left of Engineer's Design Centerline Station "I" 28+80.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Minuteman Way.

ALSO EXCEPTING therefrom the above described Tract 1.

ALSO EXCEPTING therefrom the above described Tract 2.

ALSO EXCEPTING therefrom the above described Tract 3.

The tract of land to which this description applies contains 2,620 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Minuteman Way is more particularly described in Tract 2.

Property No. 10 (File No. 17); Tax Lot 22E09AC02900

Permanent Right of Way Easement for Road Purposes

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land, as described in that certain Statutory Warranty Deed recorded on February 21, 2013, as Record No. 2013-012355, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 30.00 feet left of the Engineer's Design Centerline for SE Minuteman Way at Station "I" 24+66.17, said point being the beginning of a 517.00 foot radius curve to the right, having a central angle of 10°30'06", the radius point of which bears N80°56'17"E, 517.00 feet;

Thence northerly, along the arc of said curve to the right (the long chord of which bears N03°48'40"W, 94.63 feet) 94.76 feet, to a point 38.66 feet left of Engineer's Design Centerline Station "I" 25+60.40;

Thence northerly, in a straight line, to a point 38.66 feet left of Engineer's Design Centerline Station "I" 26+13.96;

Thence northwesterly, in a straight line, to a point 65.54 feet left of Engineer's Design Centerline Station "I" 26+40.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE Minuteman Way.

The parcel of land to which this description applies contains 1,351 square feet more or less.

The stationing of the Engineer's Design Centerline of SE Minuteman Way is more particularly described as follows:

Beginning at a found 1-1/2" Aluminum Cap in a monument box, marked "HHPR INC", being a point on the centerline of SE Minuteman Way at centerline station "I" 20+94.57 as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64, bears N64°51'12"W, 1,757.52 feet;

Thence N01°26'18"E, along said centerline, 1,311.25 feet to a found 1-1/2" Aluminum Cap in a monument box, marked "HHPR INC" and the terminus of said Engineer's Design Centerline Station "I" 34+05.82. Said terminus point is on the centerline of SE Minuteman Way as shown on SN2014-059, and bears N70°50'48"E, 1,719.02 feet from said 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC 64;

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

Property No. 11 (File Nos. 19 and 20); Tax Lots 22E09AC03000 and 22E09AC03300

PARCEL 1 (Permanent Right of Way Easement for Road Purposes)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Union Pacific Railroad Company's Right of Way, as described in that certain Deed recorded on June 29, 1927, as Deed Book 189, Page 240, Clackamas County Deed Records; said parcel being that portion of said property lying within the following described tract:

Beginning at a point opposite and 30.00 feet right of the Engineer's Design Centerline for the Union Pacific Railroad at Station "RR" 538+20.00;

Thence southeasterly, in a straight line, to a point 110.00 feet left of Engineer's Design Centerline Station "RR" 539+17.12, said point being the beginning of a 7749.45 foot radius curve to the right, having a central angle of 0°42'15";

Thence southerly, along the easterly line of said Union Pacific Railroad Company's Right of Way and along the arc of said curve to the right (the long chord of which bears S7°22'23"E, 95.24 feet) 95.24 feet to a point 110.00 feet left of Engineer's Design Centerline Station "RR" 540+11.01.

Thence northwesterly, in a straight line, to a point 30.00 feet right of Engineer's Design Centerline Station "RR" 539+17.24, said point being the beginning of a 7609.45 foot radius curve to the left, having a central angle of 0°07'46";

Thence northerly, along the westerly line of said Union Pacific Railroad Company's Right of Way and along the arc of said curve to the left (the long chord of which bears N7°47'20"W, 17.17 feet) 17.17 feet to a point 30.00 feet right of Engineer's Design Centerline Station "RR" 539+00.00 P.C.C., said point being the beginning of a 3244.08 foot radius curve to the left, having a central angle of 1°24'00";

Thence northerly, continuing along the westerly line of said Union Pacific Railroad Company's Right of Way and along the arc of said curve to the left (the long chord of which bears N8°33'13"W, 79.27 feet) 79.27 feet to a point 30.00 feet right of Engineer's Design Centerline Station "RR" 538+20.00, said point being the point of beginning.

The parcel of land to which this description applies contains 13,404 square feet more or less.

The stationing of the Engineer's Design Centerline for the Union Pacific Railroad is more particularly described as follows:

Beginning at a point on the centerline of the Union Pacific Railroad at Engineer's Design Centerline Station "RR" 536+50.00 P.C.C. as shown on SN2014-059 Clackamas County Survey Records, from which a 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC No. 64, bears S79°37'18"W, 996.45 feet; said point being the beginning of a 3274.08 foot radius curve to the right;

Thence along the arc of said 3274.08 foot radius curve to the right, having a central angle of 4°22'30" (the long chord of which bears S10°02'27"E, 249.94 feet) 250.00 feet to the end of said curve and a point of compound curvature at Engineer's Design Centerline Station "RR" 539+00.00 P.C.C.;

Thence along the arc of a 7639.45 foot radius curve to the right, having a central angle of 3°45'00" (the long chord of which bears S5°58'42"E, 449.91 feet) 500.00 feet to the end of said curve and a point of compound curvature at Engineer's Design Centerline Station "RR" 544+00.00 P.C.C.;
Said point is on the centerline of Union Pacific Railroad as shown on SN2014-059, and bears S62°20'31"E, 1,214.57 feet from said 3-1/4 inch bronze disk at the northwest corner of the Samuel Campbell DLC No. 64.

This legal description, along with the basis of bearings thereof, is established from said Record of Survey recorded under SN2014-059, Clackamas County Survey Records.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Samuel Campbell Donation Land Claim No. 64, in the Northeast One-Quarter of Section 9, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Union Pacific Railroad Company's Right of Way, as described in that certain Deed recorded on June 29, 1927, as Deed Book 189, Page 240, Clackamas County Deed Records; said parcel being that portion of said property lying within the following described tract:

Beginning at a point opposite and 40.00 feet left of the Engineer's Design Centerline for the Union Pacific Railroad at Station "RR" 538+69.67;

Thence northerly, in a straight line, to a point 40.00 feet left of Engineer's Design Centerline Station "RR"538+21.19;

Thence southeasterly, in a straight line, to a point 110.00 feet left of Engineer's Design Centerline Station "RR" 538+69.80, said point being the beginning of a 3384.08 foot radius curve to the right, having a central angle of 0°31'43";

Thence southerly, along the easterly line of said Union Pacific Railroad Company's Right of Way and along the arc of said curve to the right (the long chord of which bears S8°07'04"E, 31.21 feet) 31.21 feet to a point 110.00 feet left of Engineer's Design Centerline Station "RR" 539+00.00 P.C.C., said point being the beginning of a 7749.45 foot radius curve to the right, having a central angle of 0°07'42";

Thence southerly, along the easterly line of said Union Pacific Railroad Company's Right of Way and along the arc of said curve to the right (the long chord of which bears S7°47'22"E, 17.37 feet) 17.37 feet to a point 110.00 feet left of Engineer's Design Centerline Station "RR" 539+17.12;

Thence northwesterly, in a straight line, to a point 40.00 feet left of Engineer's Design Centerline Station "RR" 538+69.67, said point being the point of beginning.

The parcel of land to which this description applies contains 3,417 square feet more or less.

The stationing used to describe this parcel is based on the Engineer's Design Centerline for the Union Pacific Railroad described herein, being more particularly described in Parcel 1.

COPY 5

M. BARBARA CARTMILL
DIRECTOR

CLACKAMAS COUNTY

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

August 14, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to Supplemental Project Agreement No. 25,214 with Oregon Department of Transportation for Salmon River (Elk Park Road) Bridge Project

Purpose/Outcomes	Amendment to a Supplemental Project Agreement with ODOT for the Salmon River (Elk Park Road) Bridge Project funding
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: $3,223,809 Road Fund Match (10.27%): $331,085
Funding Source	Local Bridge Program (LBP) [formerly Highway Bridge Program (HBP)] Road Fund
Safety Impact	Completion of this project will replace the existing one-lane bridge with a new two-lane bridge and correct existing structural deficiencies.
Duration	Execution until completion of the project
Previous Board Action	07/16/09: BCC Approval of Supplemental Project Agreement 25,214 for Salmon River (Elk Park Road) Bridge Project
Contact Person	Vince Hall, Project Manager 503-742-4650

BACKGROUND:
As part of the Local Bridge Program (LBP) [formerly Highway Bridge Program (HBP)], Clackamas County has received funding for the design and construction of the Salmon River (Elk Park Rd) Bridge. This project will design and construct a replacement for the existing bridge with a new structure which meets current design standards.

This amendment increases the total available amount of funding for the project from $1,690,000 to $3,223,809. This increase will cover design and construction expenses, which have inflated since the initial project estimates were completed in 2006. In addition, we have recently completed construction of the Salmon River (Arrah Wanna Blvd) Bridge which presented similar design and construction challenges and served as a project cost comparison to justify this project cost increase. The County's Road Fund match for the program funding is increased by approximately $157,522.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:
Staff respectfully recommends approval of the attached amendment to Supplemental Project Agreement No. 25,214 for additional Salmon River (Elk Park Road) Bridge Project funding.

Respectfully submitted,

Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments please contact Joel Howie at 503-742-4658

Misc. Contracts and Agreements No. 25,214
Cross Ref. Master Certification Agreement No. 24,688

Oregon Department of Transportation
AMENDMENT NUMBER 01
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 25,214
Salmon River (Elk Park Road) Bridge No. 6574
Clackamas County

The **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State;" and **CLACKAMAS COUNTY**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on August 5, 2009. Said Agreement covers the replacement of an existing one-lane bridge with a new two-lane structure.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update language, add Exhibit B, and increase the total Local Bridge Program (LBP) funds allocated toward the Project. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Insert new DEFINITIONS, Paragraphs 1 through 8, to read as follows:

1. "Project Completion" (Non-Construction Projects) means the project is 100 percent complete per Project Description in Exhibit B.

2. "Project Completion" (Construction Projects) means Final Acceptance of the Project, Final Payment to the Contractor has been made by the State, and Project documentation is completed per the ODOT Construction Manual.

3. "Second Notification" means a written acknowledgment by the Engineer or Project Manager that according to 00180.50(g) of the Oregon Standard Specifications for Construction, all on-site work is complete. Second Notification also establishes the end of Contract Time and lists remaining requirements for the Contractor to complete prior to Third Notification.

4. "Contract Time" – amount of time for completing the bid item work under the Contractor contract.

5. "Third Notification" means written acknowledgment by the Engineer or Project Manager, subject to Final Acceptance, that as of the date of the notification the Contractor has completed the Project according to the Contract, including without limitation completion of all minor corrective work, equipment and plan removal, site clean-up and submittal of all certifications, bills, forms and documents required under the contract.

6. "Establishment Period" means the time specific in the Construction Contract to assure satisfactory establishment and growth of planted Materials. Typically, this time frame will be anywhere from 45 days for seeding and up to 1 year for plants.

7. "Final Acceptance" means written confirmation by the Agency and the State that the Project has been completed according to the Contract, with the exception of any latent defects and Warranty obligations, if any, and has been accepted.

8. "Final Payment" means the final payment amount due to the Contractor calculated by the total amount due to the Contractor minus the sum of all payments previously made. Final Payment is made after Third Notification is issued.

TERMS OF AGREEMENT, Paragraphs 1 through 3, Pages 1 and 2, which read:

1. Under such authority, Agency agrees to replace the existing one lane bridge with a new two-lane structure, hereinafter referred to as "Project." 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 Project shall be conducted as a part of the Highway Bridge Program (HBP), under title 23, United States Code. The total Project cost is estimated at $1,690,000, which is subject to change. HBP funds for this Project shall be limited to $1,516,437, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

3. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for 100 percent of its costs. State shall reimburse Agency invoices at the pro-rated federal share. All costs beyond the federal and state reimbursement, any deposited local funds, and any non-participating costs will be the responsibility of the Agency. State shall perform work in the estimated amount of $20,000. State shall send monthly invoices to Agency's Project Manager. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.

Shall be deleted in their entirety and replaced with the following:

1. Under such authority, Agency agrees to replace the existing one-lane bridge with a new two-lane structure, hereinafter referred to as "Project." The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof. The Project Key Milestones, Budget and Progress Report details are further described in "Exhibit B," attached hereto and by this reference made a part hereof.

2. The Project shall be conducted as a part of the Local Bridge Program (LBP), with funds provided under Title 23, United States Code. The total Project cost is estimated

at $3,223,809, which is subject to change. LBP funds for this Project shall be limited to $2,892,724, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

3. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for 100 percent of its costs. State shall reimburse Agency invoices at the pro-rated federal share. All costs beyond the federal and state reimbursement, any deposited local funds, and any non-participating costs will be the responsibility of the Agency. State shall perform work in the estimated amount of $20,000. State shall simultaneously invoice Federal Highway Administration (FHWA) and Agency for State's Project costs, and Agency agrees to reimburse State for the federal-aid matching state share and any non-participating costs as determined in accordance with Paragraph 2 above upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.

Insert new EXHIBIT B, attached hereto and by reference made a part hereof.

This Amendment 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 Amendment so executed shall constitute an original.

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 2012-2015 Statewide Transportation Improvement Program, (Key No. 14269) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

CLACKAMAS COUNTY, by and through its elected officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

APPROVED AS TO FORM

By _____
County Legal Counsel

Date _____

Agency Contact:
Mike Bezner, Manager
Engineering Division
Transportation & Development
Clackamas County
150 Beavercreek Road
Oregon City, OR 97045
Phone: (503) 353-4651
Email: Mike.Bez@co.clackamas.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Active Transportation Section Manager

Date _____

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

State Contact:
Mahasti Hasting, Local Agency Liaison
ODOT, Region 1
123 NW Flanders Street
Portland, OR 97209
Phone: (503) 731-8595
Email: mahasti.v.hastings@odot.state.or.us

EXHIBIT B – PROJECT KEY MILESTONES AND SCHEDULE
Agreement No. 25,214
Project Name: Salmon River (Elk Park Road) Bridge No. 6574

1. **Project Description** – Replace the existing one-lane bridge with a new two-lane structure.

2. This Project is subject to progress reporting and project change process as stated in Paragraphs 3 through 6 below.

3. **Monthly Progress Reports (MPR)** – Agency shall submit monthly progress reports using MPR Form 734-2862, attached by reference a made a part of this Agreement. The Monthly Progress Report is due by the 5th day of each month, starting the first full month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance.

   The fillable MPR form and instructions are available at the following web site: **http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx**

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	Milestone Description	Obligation Date	Estimated Budget
1	Obligation (Federal Authorization) of LBP funds for the Preliminary Engineering phase of Project		$611,065
2	Obligation (Federal Authorization) of LBP funds for the Right of Way phase of the Project	October 31, 2014	$219,974
3	Obligation (Federal Authorization) of LBP funds for the Construction phase of the Project	October 31, 2016	$2,392,770
	Total Project Cost		$3,223,809

5. **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 5a, 5b, and 5c, below. Agency shall be fully responsible for all costs attributable to changes to the established Project scope, schedule or budget and prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.

a. **Scope** – A PCR is required for a change or in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).

b. **Schedule** – A PCR is required if Agency or State's contact anticipate 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 Project Change Request 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. Amendments can be approved and entered into by the State Bridge Engineer.

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. Amendments must be executed by the same officials who executed the original Agreement.

6. **PCR Form** – Agency must submit all change requests using PCR Form 734-2863, 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 Project Change Request may be rejected at the discretion of State's Bridge Engineer.

   The fillable PCR form and instructions are available at the following web site: **http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx**

7. **Consequence for Non-Performance** – If Agency fails to fulfill its obligations in Paragraphs 3 through 6 above, or does not assist in advancing the Project or perform tasks that the Agency is responsible for under the Project Milestones, State's course of action through the duration of Agency's default may include: (a) restricting Agency consideration for future funds awarded through State's Active Transportation Section; (b) withdrawing unused Project funds; (c) terminating this Agreement as stated in Terms of Agreement, Paragraphs 13a and 13b of this Agreement and recovery of payments pursuant to Paragraph 10 of this Agreement.

6

M. Barbara Cartmill
Director

Department of Transportation and Development

Development Services Building
150 Beavercreek Road | Oregon City, OR 97045

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with North Santiam Paving Co for
S Wilhoit Rd at Rock Creek MP 2.23 (Clackamas Co)

Purpose/Outcomes	Repair and open the southbound lane of Wilhoit Road at Mile Post 2.23
Dollar Amount and Fiscal Impact	The contract value is $177,384.50
Funding Source	89.73% FHWA Emergency Relief Funds: $159,167.11 10.27% County Road Funds: $30,168.77
Safety Impact	The south bound lane of Wilhoit Road has been closed for safety reasons. Reconstructing the road will allow eliminate the safety hazard and allow the southbound lane to be opened to the public.
Duration	Substantial completion 10/9/2014; Contract signing through 12/31/2014
Previous Board Action	None
Contact Person	Vince Hall, Project Manager 503-742-4650

BACKGROUND:
DTD is recommending approval of a construction contract with North Santiam Paving Co. for the reconstruction of Wilhoit Road at Mile Post 2.23. Flooding in late March of 2012 damaged the existing southbound shoulder and travel lane on S. Wilhoit Road. Once the damage was discovered, the County closed the southbound travel lane and set up a temporary one-lane road with stop which is stop sign controlled. The project is 89.73% funded by Federal Highway Administration through Emergency Relief Funds. The County Road fund match is 10.73%.

Staff advertised this project and received six competitive bids. The lowest responsive and responsible bidder was North Santiam Paving Co. with a bid of $177,384.50. The project is expected to begin at contract signing and be substantially completed by October 9, 2014. The contract will completed by December 31, 2014, for seed establishment.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:
Staff respectfully recommends that the Board of County Commissioners approve the attached contract with North Santiam Paving Co. for S. Wilhoit Road at Rock Creek, MP 2.23 (Clackamas Co) Project.

Respectfully submitted,

M. B. Cartmill

M. Barbara Cartmill

Placed on the Aug. 14, 2014 Agenda by the Purchasing Division

CLACKAMAS
COUNTY

LANE MILLER
MANAGER

PURCHASING DIVISION

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

August 14, 2014

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **August 14, 2014** this contract with North Santiam Paving Co for the **S Wilhoit Rd at Rock Creek MP 2.23 (Clackamas Co)** for the Clackamas County DTD Engineering Division. This project was requested by Vince Hall, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty-two bid packets were sent out and seven bids were received: North Santiam Paving Co - $177,384.50; P.C.R. - $178,698.00; Trench Line Excavation - $267,583.00; Dirt & Aggregate Interchange - $288,888.00; Banzer Construction - $295,356.00; and Nutter Corporation - $307,432.22. After review of all bids, North Santiam Paving Co was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed $177,384.50. All work is to be completed by October 9, 2014 with a contract completion date of December 31, 2014 to allow for seed and plant establishment. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 416-2433-02106-481200-22213 for fiscal year 2014/2015.

Respectfully Submitted,

Kathryn M. Holder

Kathryn M. Holder
Purchasing Staff

CLACKAMAS
COUNTY

John Stockham
Manager

FLEET SERVICES DIVISION

FLEET SERVICES BUILDING
902 ABERNETHY ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Authorization to Purchase Radios and Accessories from
Motorola Solutions

Purpose/Outcomes	Purchase Radios and Accessories from Motorola Solutions
Dollar Amount and Fiscal Impact	Fleet Services has budgeted $199,911.50 for this purchase in the FY-2014-15.
Funding Source	770-2321-00-437900
Safety Impact	Provides law enforcement the ability to communicate critical information when dealing with dangerous persons/situations
Duration	None
Previous Board Action	None
Contact Person	John L. Stockham 503.650.3222
Contract No.	N/A

The Clackamas County Sheriff's Office (CCSO) utilizes a Motorola radio infrastructure for all of its radio communications. Within that system, there are currently over 700 radios assigned and those radios span multiple generations of Motorola technology.

The oldest generation of radios purchased (early 2000's) are now well beyond warranty and not supported for repair and account for over 330 active radios which now have consistent failure rates. More recent radios purchased account for an additional 321 active radios which are also out of warranty.

With continued hiring within CCSO requiring new equipment and necessary replacement of old radios, the Sheriff's Office requires the purchase of these 43 radios which include warranty and compatibility with pending infrastructure upgrades.

The funds to purchase the equipment and accessories necessary to outfit CCSO police patrol vehicles are included in the fleet services budget.

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority for Cooperative Procurements. The State of Oregon through the Western States Contracting Alliance (WSCA) competitively awarded a contract for Public safety Communications Equipment and Support Services (contract 02702).

RECOMMENDATION:

Staff respectfully recommends that the Board approve the purchase of 43 Mobile Radios and related accessories from Motorola Solutions.

Respectfully submitted

John L. Stockham
Fleet Manager

Placed on the Board Agenda of August 14, 2014 by the Purchasing Division

CLACKAMAS
COUNTY

LANE MILLER
MANAGER

PURCHASING DIVISION

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

August 14, 2014

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of August 14, 2014, approval of an Authorization to Purchase Radios and Accessories from Motorola Solutions. This purchase was requested by John Stockham, Fleet Manager.

This purchase is in compliance with LCRB Rule C-046-0400, Authority for Cooperative Procurements. The State of Oregon, through the Western States Contracting Alliance (WSCA) competitively awarded a contract for Public Safety Communications Equipment and Support Services to Motorola Solutions (contract 02702).

Funds for this purchase are budgeted in FY 2014/2015 in account line 770 2321 00 437900. The amount of this purchase is $199,911.50.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the Authorization to Purchase Radios and Accessories from Motorola Solutions.

Respectfully,

Tom Averett, CPPB
Buyer

8

Approval of Previous Business Meeting Minutes: July 24, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at http://www.clackamas.us/bcc/business.html

Thursday, July 24, 2014 - 10:00 AM
Public Services Building
2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Thelma Haggenmilller, Oak Grove – tax relief for Seniors, compression.

~Board Discussion~

2. Steve Bates, Boring – Boring/Dull event on Aug. 9th.

~Board Discussion~

Chair Ludlow made the following announcements:

- Small Grants Application deadline is August 14th at 6 PM.
- August 14th Business Meeting will be at the Clackamas County Fair.

II. PUBLIC HEARING

1. Board Order No. **2014-79** Accepting a Transfer of Jurisdiction from Clackamas County to the City of Lake Oswego for Portions of Goodall Road and Knaus Road that are within the City Limits

Rick Maxwell, Department of Transportation and Development presented the staff report.
Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

MOTION:

Commissioner Bernard:	I move we approve the Board Order Accepting a Transfer of Jurisdiction from Clackamas County to the City of Lake Oswego for portions of Goodall Road and Knaus Road that are within the City Limits.
Commissioner Smith:	Second.

~Board Discussion~
Clerk call the poll.

Commissioner Bernard:	Aye.
Commissioner Smith:	Aye.
Commissioner Schrader:	Aye.
Commissioner Savas:	Aye.
Chair Ludlow:	Aye – it passes 5-0.

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

IV. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title – he then asked for a motion.

MOTION:

Commissioner Schrader:	Move approval of the consent agenda.
Commissioner Bernard:	Second.
Clerk call the poll.	
Commissioner Smith:	Aye.
Commissioner Schrader:	Aye.
Commissioner Savas:	Aye.
Commissioner Bernard:	Aye.
Chair Ludlow:	Aye – it passes 5-0.

A. Health, Housing & Human Services

1. Approval of a Renewal Grant Agreement with the US Department of Housing and Urban Development Continuum of Care Program for the Homeless Management Information System – *Community Development*

2. Approval of a Revenue Intergovernmental Agreement with the Workforce Investment Council of Clackamas County for Specialized Work Force Services – *Community Solutions*

3. Approval of Grant Agreement Amendment No 1 with the State of Oregon Department of Housing and Community Services to Administer Community Resource Division Funds which Funds a Variety of Social Services Programs – *Social Services*

4. Approval of Amendment No. 3 to a Sub-Award Agreement with Providence Health and Services, Oregon dba providence Portland Medical Center for Intensive Transition Teams Project Grant Funding - *Behavioral Health*

B. Finance Department

1. Approval of Purchase Twenty (20) 2014 V8 Dodge Charger LX Police Patrol Vehicles from Withnell Motor Company

C. Elected Officials

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

2. Approval of a Local Grant Agreement between Clackamas County District Attorney's Office and the Children's Center of Clackamas County - *DA*

D. Juvenile Department

1. Approval of a Personal Services Contract with Parrott Creek Child and Family Services to Provide Diversion Panel Services - *Purchasing*

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:58 AM

9

Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Authorization to Purchase Mobile Data Computers from CDW-Government

Purpose/Outcomes	Purchase Mobile Data Computers from CDW Government
Dollar Amount and Fiscal Impact	The Sheriff's Office has budgeted $191,250.00 for this purchase in the FY-2014-15.
Funding Source	216-1602-00-421210
Safety Impact	Provides law enforcement the ability to receive critical information when dealing with dangerous persons/situations
Duration	None
Previous Board Action	None
Contact Person	Sgt. Dave Northcraft 503.969.1994
Contract No.	N/A

Over the last 15 years, the Clackamas County Sheriff's Department has utilized ruggedized mobile data computers (MDC's) for communication with CCOM, report writing, Class databases and geo-locating addresses of dispatched calls. The department standardized on the ruggedized Panasonic Toughbook computers which are mounted in our patrol vehicles as MDC's. These Toughbooks have proven to hold up extremely well in the mobile law enforcement environment where heavy vibration and extreme temperatures are prevalent. Non rugged computers are not made to withstand this type of extreme mobile environment.

The Sheriff's Office currently has 245 Panasonic Toughbook Mobile Data computers in Patrol, Detectives, Civil, Admin and Special Units. Panasonic's warranty covers the first three years of each computer. After the warranty period, repair costs are billed at $125/hr for labor, plus the cost of parts. We evaluate every out-of-warranty repair to determine the necessity of fixing the damaged laptop vs. the cost.

The current replacement plan of the Sheriff's office is to maintain the fleet of MDC's with equipment not older than 5 years of age. This is well beyond the 3 year Panasonic warranty period, but has proven to be a realistic end of life age for these computers in our mobile environment over the last 15 years.

Laptops kept in the field over 5 years of age prove to be unreliable to the deputy on the street, which can compromise their safety related to the receiving of critical information when dealing with dangerous persons/situations. Additionally, the cost of maintaining and repairing MDC's over 5 years of age is very expensive and they do not have the speed or hard drive capacity to run current applications used by the Sheriff's Office.

The Sheriff's Department has budgeted funds to purchase 50 replacement Panasonic fully rugged Toughbooks for the FY-2014-15. These new MDC's will replace 50 older – out of warranty models in the Patrol, Civil, Community Corrections, Command Staff and Detectives Divisions.

This request is to utilize budgeted funds to purchase the Toughbook models CF-31WA8AHLM. This model Toughbook is currently deployed in the field and performs exceptionally well with all the Sheriff's Office current mobile applications and vehicle installations. This model is equipped with a cellular aircard which maintain connectivity to the Sheriff's network allowing deputies' access to critical law enforcement data such as mug shots, DMV photos, criminal history, other agency databases and the electronic submission of police reports from the field to Sheriff's Records.

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority for Cooperative Procurements. The State of Oregon through the Western States Contracting Alliance (WSCA) competitively awarded a contract for Panasonic Mobile Data Computers and accessories (contract B27172 9796).

RECOMMENDATION:

Staff respectfully recommends that the Board approve the purchase of 50 Mobile Data Computers from CDW Government.

Respectfully submitted

MCE

Matt Ellington
Undersheriff

Placed on the Board Agenda of August 14, 2014 by the Purchasing Division

CLACKAMAS
COUNTY

LANE MILLER
MANAGER

PURCHASING DIVISION

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

August 14, 2014

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of August 14, 2014, approval of an Authorization to Purchase Fifty (50) Mobile Data Computers from CDW-Government. This purchase was requested by Matt Ellington, Undersheriff.

This purchase is in compliance with LCRB Rule C-046-0400, Authority for Cooperative Procurements. The State of Oregon, through the Western States Contracting Alliance (WSCA) competitively awarded a contract for Mobile Data Computers and Accessories (contract B27172 9796).

Funds for this purchase are budgeted in FY 2014/2015 in account line 216-1602-00-421210. The amount of this purchase is $191,250.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the Authorization to Purchase Mobile Data Computers from CDW Government.

Sincerely,

Tom Averett

Tom Averett, CPPB
Buyer

CLACKAMAS
COUNTY

10

ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

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

August 14, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Award for Funding Shelter Care Beds
FY 2013 Juvenile Accountability Block Grant

Purpose/Outcomes	The Juvenile Department received an $11,241 Award Notice from the Youth Development Division to be used for shelter care beds for Clackamas County youth. The Department proposed to contract for 94 shelter care bed days to be utilized during the 2014-2015 fiscal year.
Dollar Amount and Fiscal Impact	This grant is for $11,241 and requires a match of general fund dollars in the sum of $1,249
Funding Source	Edward Byrne Memorial Justice Assistance Grant
Safety Impact	This service provides an alternative to detention for Clackamas County youth that are not able to be returned to their families and for youth that are bumped from detention due to over crowding and no viable family resource exists. Youth placed into shelter care will receive, in addition to the shelter home, case management and assessment services
Duration	Effective through June 30, 2015
Previous Board Action	None
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	N/A

BACKGROUND:

The Juvenile Department received a grant award notice for the FY 2013 Juvenile Accountability Block Grant provided through the Youth Development Council. This is grant provides $11,241 to the Juvenile Department to fund up to 94 shelter care bed days for youth. The Juvenile Department was been awarded these funds since 2004 in declining amounts each year.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Grant Award Notice.

Respectfully submitted,

Ellen Crawford

Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments contact Crystal Wright, ext 7112

JUVENILE ACCOUNTABILITY BLOCK GRANT– CFDA # 16.523

GRANT AWARD, CONDITIONS AND CERTIFICATIONS

PROGRAM TITLE: Shelter Care

GRANT NO: 2013-6339

GRANTEE: Clackamas County

AWARD: $11,421

ADDRESS: 2121Kaen Road
Oregon City, OR 97045

AWARD PERIOD: 7/1/14 – 6/30/15

PROGRAM CONTACT:
Ellen Crawford

TELEPHONE: 503-655-8342 x3171

E-MAIL: ellencr@clackamas.or.us
FAX: 503-655-8448

FISCAL CONTACT:
Crystal Wright

TELEPHONE: 503-655-8342 x7112

E-MAIL: crystal@co.clackamas.or.us

APPROVED PROGRAM BUDGET

REVENUE

Juvenile Accountability Block Grant Funds	$11,241
Matching Funds	$1,249

TOTAL REVENUE: $12,490

EXPENDITURES

Contractual	$12,490

TOTAL EXPENDITURES: $12,490

This document along with the attached terms and conditions, the grant application, and any other document referenced, constitutes an agreement between the Youth Development Division (YDD) and the Grantee. No waiver, consent, modification or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Grantee and YDD. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Grantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to YDD.

TERMS AND CONDITIONS

I. CONDITIONS OF AWARD

A. The Grantee agrees that grant funds will be expended in accordance with the Office of Justice Programs (OJP) and the Office of Budget and Management guidelines, including OMB Circulars A-87 and the OJP Financial Guide.

B. The Grantee agrees to operate the program as described in the approved application and to expend funds in accordance with the approved budget unless the Grantee receives prior written approval by YDD to modify the program or budget. YDD may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by YDD. Failure of the Grantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.

C. The Grantee agrees that grant dollars may be moved between approved budget categories up to ten percent of the total grant amount provided there is no change in program scope and grant funds for administration (including indirect costs) do not exceed ten percent. The YDD must provide prior written approval before cumulative changes exceed ten percent.

D. The Grantee agrees that the following statement shall be included in all reports, contract procurement documents, and subcontracts funded in whole, or in part, with this grant:

"This program is supported by a Juvenile Accountability Block Grant awarded by the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention to the State of Oregon Youth Development Division."

E. Federal Fund Accountability and Transparency Act.
Grantees receiving federal funding with a total value of $25,000 or more over the life of the award are required to register in the Central Contractor Registration (CCR) system and have a Data Universal Numbering System (DUNS) number. Grantee may not sub-grant to a provider in excess of $25,000 unless the provider is registered in the CCR system.

F. Maintenance, Retention and Access to Records; Audits.

1. Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Comptroller set forth in the Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB)Circulars A-87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Grantee to obtain a copy of the Office of Justice Programs (OJP) Financial Guide from the Office of the Comptroller, U.S. Department of Justice and apprise itself of all rules and regulations set forth.

2. Access to Records. YDD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.

3. Audits. If Grantee *expends* $500,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to YDD within 30 days of completion. If Grantee expends less than $500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.D.1 herein.

4. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee did not expend $500,000 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.

G. Funding.

1. Matching Funds. **The Grantee acknowledges by accepting grant funds that all reported program match is in the form of cash match and not in-kind or other federal funds.** The Grantee acknowledges that all rules that apply to grant funds apply to match funds. Grant and match funds must be used only for JABG grant funded programs during the grant period to support the activities as identified in the grant application. Match funds cannot be used to support activities that are not concurrently supported by JABG grant funds. The grantee certifies that match funds required to pay the non-Federal portion of the program shall be in addition to funds that would otherwise be made available to fund programs within the JABG grant guidelines.

2. Supplanting. The Grantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Grantee to fund programs consistent with JABG grant guidelines.

H. Reports. **Failure of the Grantee to submit the required financial, program or audit reports, or to resolve financial, program, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.**

1. Progress Reports. The Grantee agrees to submit a report each quarter on its progress in meeting each of its agreed upon goals and objectives. Reports must be received **no later than 45 days following the end of each calendar quarter. Any progress report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant**. Grantee must receive prior written approval from YDD to extend a progress report requirement past its due date.

2. Requests for Reimbursement.

   a. In order to receive reimbursement, the Grantee agrees to submit the original signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant and match expenditures**. Supporting documentation must be kept on file at the program's office for a minimum of 3 years after the close of the grant period. RFRs must be received no later than **45 days following the end of the calendar quarter.** Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. **Any RFR that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant**. Grantee must receive prior written approval from YDD to extend an RFR requirement past its due date.

   b. 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 times, dates, and places of travel, and the actual expenses or authorized rates incurred.

   c. Reimbursements will only be made for actual expenses incurred during the grant period. **The Grantee agrees that no grant funds may be used for expenses incurred before July 1, 2014 or after June 30, 2015.**

   d. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. YDD shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

3. Audit Reports. Grantee shall provide YDD copies of all audit reports pertaining to this Grant Agreement obtained by Grantee, whether or not the audit is required by OMB Circular A-133.

I. Indemnification. The Grantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon and YDD, their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Grantee, its officers, employees, subcontractors, or agents under this grant.

Grantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, the Youth Development Division, their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Grantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, the Youth Development Division and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

J. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, the YDD and the Office of Justice Programs reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Grantee, or its contractor or subcontractor, purchases ownership with grant support.

2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Grantee or any of its contractors or subcontractors shall immediately notify YDD. The YDD will provide the Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

K. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

L. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **Grantee, By Execution Of This Agreement, Hereby Consents To The In Personam Jurisdiction Of Said Courts.**

M. 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, or mailing the same by registered or certified mail, postage prepaid to Grantee or Grantor at the address or number set forth in 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. The parties also may communicate by telephone, electronic mail, 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.

N. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

O. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.C (Maintenance, Retention and Access to Records; Audits); Section I.E (Reports); and Section I.F (indemnification).

P. 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.

Q. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

II. Grantee Compliance and Certifications

A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds 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. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)

B. Standard Assurances and Certifications Regarding Lobbying. The Anti-Lobbying Act, 18 U.S.C. § 1913, was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between $10,000 and $100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352. The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. part 69 for DOJ grantees) to reflect these modifications. However, in the interest of full disclosure, all applicants must understand that no federally-appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval of the U.S. Department of Justice. Any violation of this prohibition is subject to a minimum $10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.

C. Compliance with Applicable Law. The Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the YDD and the Federal Government in the performance of this agreement, including but not limited to:

1. Financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
3. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
4. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
5. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
6. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
7. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
8. Clean Air Act, 42 USC 7401 et seq.

9. Clean Water Act, 33 USC 1368 et seq.

10. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.

11. Safe Drinking Water Act of 1974, 42 USC 300f et seq.

12. Endangered Species Act of 1973, 16 USC 1531 et seq.

13. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.

14. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.

15. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.

16. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.

17. Indian Self-Determination Act, 25 USC 450f.

18. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.

19. Animal Welfare Act of 1970, 7 USC 2131 et seq.

20. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.

21. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

D. Certification of Non-discrimination.

1. The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Grantee, and all its contractors and subcontractors, assures compliance with the following laws:

   a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;

   b. Title IV of the Civil Rights Act of 1964, as amended;

   c. Section 504 of the Rehabilitation Act of 1973, as amended;

   d. Title II of the Americans with Disabilities Act (ADA) of 1990,

   e. Title IX of the Education Amendments of 1972;

   f. The Age Discrimination Act of 1975;

   g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;

   h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

   i. The Department of Justice regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 CFR Part 38.

2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to the Youth Development Division (YDD). YDD will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

E. Civil Rights Compliance. All recipients of federal grant funds are required, and Grantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting

discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).

The Grantee agrees that the person in its agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit a copy of any findings made within the last three years prior to the grant award and findings made during the project period to the federal Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

F. Equal Employment Opportunity Program. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than $25,000 pursuant to this agreement, and has a service population with a minority representation of three percent or more, the Grantee, or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than $25,000 pursuant to this agreement, and has a service population with a minority representation of less than three percent, the Grantee or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to its practices affecting women. The Grantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement. Any Grantee, and any of its contractors or subcontractors, receiving more than $500,000, either through this agreement or in aggregate grant funds in any fiscal year, shall in addition submit a copy of its equal employment opportunity plan at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the Grantee's, or any of its contractors or subcontractors, equal employment opportunity program by the Office for Civil Rights, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention.

If required to formulate an Equal Employment Opportunity Program (EEOP), the Grantee must maintain a current copy on file, which meets the applicable requirements.

G. Services to Limited English Proficient (LEP) Persons. Recipients of federal financial assistance are required to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that grantees have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

H. National Environmental Policy Act (NEPA): Special Condition for U.S. Department of Justice Grant Programs.

1. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
   a. new construction;
   b. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
   c. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
   d. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

2. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Office of Juvenile Justice and

Delinquency Prevention, agrees to cooperate with the Office of Juvenile Justice and Delinquency Prevention in any preparation by the Office of Juvenile Justice and Delinquency Prevention of a national or program environmental assessment of that funded program or activity.

I. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about:

   a. The dangers of drug abuse in the workplace;
   b. The Grantee's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (a).

4. Notifying the employee that, as a condition of employment under the award, the employee will:

   a. Abide by the terms of the statement; and
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later that five days after such conviction.

5. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:

   a. Taking appropriate personnel action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace.

III. Suspension or Termination of Funding

The Youth Development Division may suspend funding in whole or in part, terminate funding, or impose another sanction on a Formula grant recipient for any of the following reasons:

A. Failure to comply substantially with the requirements or statutory objectives of the federal Formula grant guidelines issued thereunder, or other provisions of federal law.

B. Failure to make satisfactory progress toward the goals and objectives set forth in the application.

C. Failure to adhere to the requirements of the grant award and standard or special conditions.

D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.

E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline.

Before imposing sanctions, the Youth Development Division will provide reasonable notice to the Grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

IV. Grantee Representations and Warranties

Grantee represents and warrants to Grantor as follows:

A. Existence and Power. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

B. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

D. Approvals. 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 Grantee of this Agreement.

Iris Bell, Executive Director — Date
Youth Development Division
255 Capitol Street NE
Salem, OR 97310
(503) 378-6250

Signature of Authorized Grantee Official — Date

Name/Title

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CLACKAMAS
COUNTY

ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

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

August 14, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement
With Clackamas ESD

Purpose/Outcomes	Clackamas ESD will provide funding a part-time employee and flexible spending dollars for wrap around services to provide services through the Youth Workforce Investment Act to at least 40 youth.
Dollar Amount and Fiscal Impact	Clackamas ESD will provide funding in the sum of $41,000 through June 30, 2015. There are no general fund dollars required.
Funding Source	Clackamas Education Service District
Safety Impact	This service provides vocational and educational opportunities, including tutoring, GED courses and testing, college and vocational training for youth.
Duration	Effective through June 30, 2015
Previous Board Action	None
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	N/A

BACKGROUND:

For the past two years the Juvenile Department, Oregon Youth Authority, and Clackamas ESD have worked cooperatively to fund a part time staff and flexible funding for wrap around services for youth which provides educational and vocational opportunities for these youth. This fiscal year Clackamas ESD and the Juvenile Department are requesting to enter into an Intergovernmental Agreement describing the services to be provided and the funding available to provide the same services for the current fiscal year.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

Ellen Crawford

Ellen Crawford, Director
Juvenile Department

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Intergovernmental Agreement
Clackamas ESD/ Clackamas County Juvenile Department
Youth Workforce Investment Act (WIA) Services

THIS AGREEMENT, made and entered into this 1st day of July, 2014, by and between the CLACKAMAS EDUCATION SERVICE DISTRICT, hereinafter referred to as "CESD," and CLACKAMAS COUNTY JUVENILE DEPARTMENT, hereinafter referred to as the "Partner Program." As used in this Agreement, CESD is defined as the agency whose responsibility is the planning, coordination, and support of comprehensive workforce development services for WIA eligible youth in Clackamas County, under the Workforce Investment Act (WIA). The Partner Program is defined as the setting in which the workforce development services are implemented and delivered.
WHEREAS, both parties deem it advantageous to provide a workforce development program for youth who may be identified as at-risk or experiencing barriers to education and/or employment, and who can be most appropriately served in a Partner Program setting. The parties agree to meet the Federal Workforce Investment Act (WIA) requirements and Performance Standards, CESD requirements and the C-TEC Youth Services program.

The Partner Program will receive a total of $41,000 to provide the outlined services for 40 or more youth (28 Out-of-School and 12 In-School Youth) in active status between July 1, 2014 and June 30, 2015. Additionally, follow-up services will be provided for each participant by the Partner Program for at least 12 months.

I. CESD shall be responsible for the following:

A. Program Coordination

1. Ensure that C-TEC Youth Services (WIA) meet all WIA requirements.
2. Align program services with the Region 15 workforce development system.
3. Assist in the development of education, training, and employment opportunities for enrolled youth if not readily available in the community.
4. Work collaboratively with community organizations to provide opportunities for youth participants.
5. Provide monthly Partner Program meetings for coordination of services and training.

B. Training

1. Provide training and technical support for Partner Program staff regarding C-TEC Youth Services (WIA) requirements, processes, and procedures.
2. Provide the C-TEC Youth Services Handbook, program forms, and materials that meet program requirements.

C. Partner Support

1. Provide a Partner Support Specialist to provide technical support including services, requirements and documentation.
2. Verify that the youth eligibility policy of WIA is followed.
3. Input application and registration materials into i-Trac Information Management System (software program).
4. Monitor records and services at two (2) times or more annually to support the success of the Partner Program.
5. Provide written monitoring results to the Partner Program, and as applicable, suggestions for improvement.
6. Provide quarterly performance reports for the C-TEC Youth Services program, and each Partner Program.

D. Invoices and Payments

1. Provide an invoice template to use for monthly invoicing.
2. Issue payments within 30 days of receiving invoices.

II. The Partner Program shall be responsible for the following:

A. Staffing

1. Identify one grant administrator, as well as one direct service staff to act as the liaisons to CESD.
2. Employ staff that have demonstrated success in working with at-risk youth populations and are familiar with education and employment services. Include CESD in the interview and selection process to identify mutually agreed upon staff to work under this agreement.
3. Ensure that staff performs duties solely for the benefit of WIA eligible youth when employed under WIA funding.

B. Outreach, Recruitment, Eligibility Determination, and Enrollment of Youth

1. Establish methods for outreach, recruitment, and referrals within your community.
2. Screen youth for eligibility, and advise youth on how to obtain required documents.
3. Conduct CASAS math and reading assessments for Out-of-School youth.
4. Provide eligibility and enrollment documents to CESD for verification of eligibility and data entry.

5. Enroll at least 75% of contracted number of youth by December 1st, and 100% by February 28th.
6. May enroll Out-of-School Youth in place of In-School Youth, but not vice versa.
7. Provide participants a copy of the C-TEC Youth Services *Applicant's Rights and Responsibilities* form at the time of eligibility determination. The *Applicant's Rights and Responsibilities* form and the C-TEC Youth Services Handbook outline the procedure for filing a grievance. Partner Program staff shall be familiar with and act in accordance with the procedures.

C. **Youth Services**

1. Ensure that the ten WIA required program elements are available to youth participants: adult mentoring 112 months or more; alternative secondary school offerings, comprehensive guidance and counseling including drug and alcohol abuse counseling; supportive services; tutoring; study skills training; dropout prevention; summer employment opportunities; paid and unpaid work experiences; occupational skills training; leadership development opportunities; and follow-up services. See C-TEC Youth Services Handbook for complete definitions.
2. Develop Individual Service Plans (ISPs) with each youth, and update quarterly or more frequently as needed
3. Conduct objective assessments with youth to determine appropriate services.
4. Conduct CASAS assessments a minimum of every 5 months for Out-of-School youth that are basic skills deficient.
5. Provide a minimum of one (1) WIA service to each youth, every month while in active service, with more frequent contact/services as appropriate. Youth participants that do not receive any service for 90 days must be moved to follow-up services status.
6. Provide a minimum of one (1) WIA service to each youth, every 90 days while in follow-up services status and more frequent contact and services as appropriate.
7. Assist youth in working to achieve their education and employment goals, as documented in the ISP.
8. Provide information to all enrolled youth of C-TEC sponsored activities, and assist youth to participate. This includes referring youth through the designated process, and assisting with transportation, childcare, or removal of other barriers that may deter participation.
9. Use the i-Trac Management Information System (web based tool) to document youth goals, progress, and case notes, with updates made within 5 days of activity. Maintain a hard copy and electronic case file for each participant detailing the service history, in active and follow-up services. Information is maintained in sufficient detail to support the expenditure of funds per program requirements.
10. Assist all youth to work towards obtaining the National Career Readiness Certificate (NCRC), with a minimum of 25% of youth achieving this certification.
11. Provide a method for staff to make allowable support service purchases to meet youth needs in a timely manner. This may include emergent needs, or purchases that require a credit card, cash, or check.
12. Be knowledgeable of community resources and assist youth to access resources and navigate systems to meet their needs.
13. Follow program policies and procedures as outlined in the C-TEC Youth Services Handbook.

D. **Performance Measures**

1. Meet performance standards at the benchmark level each program year and not below 80% of benchmark to renew funding for the subsequent year.
2. Placement in Employment/Education (72%): of those youth who are not in post-secondary education or employment at the date of enrollment, the percentage of participants who are in employment or post-secondary education in the first quarter after the exit quarter.
3. Attainment of a Degree or Certificate (73%): of youth participating in education at any time during enrollment, the percentage of participants who attain a diploma, GED, or certificate by the end of the third quarter after the exit quarter.
4. Literacy and Numeracy Gains (53%): of the Out-of-School youth who are basic skills deficient, the percentage of participants that increase one (1) or more educational functioning levels each year until they exit or are no longer basic skills deficient.

E. **C-TEC Youth Services Partner Meetings**

1. Require service staff to participate in C-TEC Youth Services Partner meetings on a regular basis.
2. Grant administrator participates in the annual C-TEC Youth Services Partner meeting.

III. Liability and Insurance Coverage Required:

A. The Partner Program provide proof to CESD that the Partner Program maintains Commercial Liability Insurance at a minimum level of $1,000,000 per single claim with a minimum general aggregate of 2,000,000.

B. If the Partner Program transport any WIA funded youth by automobile at any time, the Partner Program provide proof of Automobile Liability Insurance, comprehensive form, with limits not less than the per occurrence amount of $2,000,000 (for claims arising out of a single accident or occurrence.)

C. Each party in this Agreement (CESD and Partner Program) be responsible for any/all damages, judgments, expenses, and attorney's fees and compensations arising out of personal injury, death or property damage sustained in whole or arising out of any act or omission of its agents or employees and shall indemnify and hold harmless the other party. The CESD shall not be responsible for litigation arising from the provision of WIA under OAR 581-19-035 or from treatment services, placement, or conditions not stated in this agreement.

D. Worker's compensation coverage consistent with the laws of the State of Oregon. The Partner Program and its subcontractors, if any, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Unless specified elsewhere, when Partner Program or its subcontractor places or employs participants in subsidized jobs the participants shall be provided with workers' compensation coverage, benefits, and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.

E. A fidelity or surety bond shall be purchased by the Partner Program at Partner Program's own expense in an amount to exceed the total amount of cash on hand at any time provided under this Agreement. The bond shall cover all persons who handle funds provided under this Agreement and shall extend beyond the Agreement termination dates to the Agreement close-out date.

F. Additional Insured Clause: The liability insurance coverage required for the performance of this Agreement shall be endorsed to name Clackamas Education Service District as additional insured with respect to the activities performed under this Agreement.

G. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Partner Program's responsibility for payment of damages resulting from Partner Program's operation under this contract.

H. It is agreed to the extent permitted by law that Clackamas County's self-insurance shall meet the obligations of this section.

IV. Payments, Invoices and Program Costs

A. The monthly invoice submitted by the Program Partner will be paid within 30 days of receipt. An invoice spreadsheet will be provided to the Partner Program. The Partner Program will submit the invoice to the C-TEC Coordinator, by the 8th of each month for the prior month's expenses. The Partner Program may add accruals to their invoice of actual and allocable costs incurred, but not yet paid.

B. Funding paid to the Partner Program is acquired through the WIA grant. Therefore, all money must be used in the implementation of the grant, for WIA eligible youth. This includes, but is not limited to staff pay, materials and supplies, support services, transportation, and expenses derived from implementing WIA youth services.

C. At least 5% of the funds must be budgeted for youth support services, to eliminate financial barriers experienced by participants. Support service costs may only be used when no other resources are available, and must follow the guidance provided in the C-TEC Youth Services Handbook.

D. All funding is based on reimbursement. Only allocable and allowable costs paid out by the Partner Program, which are based on benefits received and associated with the activities and services described, be reimbursed.

E. Any act or omission by Program which results in repayment of funds to the funding source be the responsibility of Partner Program. Partner Program agrees to repay such funds.

F. In the event the program generates any program income, the Partner Program shall report to CESD, the program income as a separate line item, by cost category, on the month following accrual. Program income is defined as "income received by the recipient or sub recipient directly generated by a grant or sub grant supported activity, or earned only as a result of the grant or sub grant". Such income is to be applied against the costs of the project.

G. Unless otherwise specified, ownership and title of all non-expendable personal property and equipment purchased with WIA funds is vested in the U.S. Department of Labor and/or State of Oregon. The CESD may take possession of all such equipment and property at any time during or upon termination of this Agreement. All such property purchased under this Agreement shall be returned to the CESD within thirty (30) days after the Agreement has terminated.

H. Any funds provided under this Agreement that remain unused at the end of the fiscal year or at Agreement end are not be obligated under this contract and will be returned to the CESD.

V. Records Control

A. The Partner Program will establish, maintain, and safeguard all participant files, records, project records, and documents. The Partner Program will ensure confidentiality of participant information as provided in State law and administrative rules. Records must be sufficient to justify all payments claimed and paid under this contract, and be compliance with C-TEC Youth Services Program Handbook. The Partner Program will incorporate into their management systems the following procedures for the management of all WIA records (PL 105-220; 29 CFR Parts 37, 95.53, 97.42; ORS Chap. 192, ORS 660.300- 660.339; OAR 151-020-0060 – 151-020-0090; CCWD WIA Policy #589-40.4.)

1. Retain all records and documents pertinent to the grants, grant agreements, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supporting documentation, for a period of at least three (3) years after the original submittal by the State of Oregon Department of Community Colleges and Workforce Development (CCWD) of the final expenditure report (closeout) for that funding period to the federal Department of Labor, the awarding agency;
2. Retain all records of non-expendable property for a period of at least three years after final disposition of property;
3. Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than three years from the close of the applicant program year. Such records must be maintained as whole record system;
4. Retain records regarding complaints and action taken on the complaints for a period of not less than three years from the date of resolution of the complaint;
5. Retain all records beyond the required three years if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit, or claim has been resolved or the required three years, whichever period is longer.
6. In the event the Partner Program is unable to keep their records, the Partner Program will notify the CESD who will take custody and be responsible for the maintenance and retention of the records.

B. At any time during normal business hours and as often as the C-TEC Youth Services or CESD shall deem necessary, the Partner Program will make available for examination all its records relating to all matters covered by this agreement. The WICCO, the Oregon State Workforce Investment Administration, The U.S. Department of Labor, the Comptroller General of the United States, their duly authorized representatives, or representatives of other governmental funding sources contributing through the CESD to activities under this contract have the authority to audit, examine, and make excerpts or transcripts from any books, documents, papers, records, files, forms, or other documents of the Partner Program which are necessary to permit tracing of participant activity and funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this contract including the proper allocation of costs to this contract.

C. The Partner Program shall provide to the CESD upon request, sufficient staff time necessary to aid in the performance of contract related (a) project research, (b) project evaluation, (c) project monitoring, and (d) completion of project fiscal review and audits.

D. No records addressed in this Agreement will be disposed of without instruction from or approval of CESD. CESD will provide instructions and timelines for disposing of records. Any records that are confidential in nature, including participant records, must be shredded, or similarly destroyed. Non-confidential records may be recycled. If there is any outstanding litigation or audit claim begun on records prior to termination of retention, the records will be retained until resolution of litigation or audit claim.

VI. Responsibility for WIA Cost Reduction/Coordination with Other Funding Sources

A. The Partner Program will notify CESD when Partner Program receives additional monies or additional projects which materially affect Partner Program's staff or other resource allocations, thereby potentially affecting the staff time and other resources allocation to work under this contract

B. The Partner Program will identify training costs supported by other Federal, State, or local programs (e.g. Department of Labor, Pell grants, JOBS, TAA, Veterans and other educational benefits) to ensure WIA costs are reduced accordingly.

C. If participants are to be trained under this contract, and they receive HEA Title IV awards, the educational institution's financial aid office shall inform CESD on a per term or session basis, the amounts and disposition of HEA Title IV

awards, WIA funds and other types of finances laid to each WIA participant. Such information shall list the intended use of each funding source, e.g. travel, tuition, books, living expenses, etc.

VII. Communications

A. Whenever written, magnetic media, electronic, or verbal information related to the services provided pursuant to this Agreement is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the Partner Program shall acknowledge and name the Workforce Investment Council of Clackamas County (WICCO) and CESD as the sponsoring agencies for the services provided through this Agreement.

B. All advertisements or recruitment materials must receive prior approval from C-TEC Youth Services and contain the following language: "An Equal Opportunity Employer/Program" and "auxiliary aids and services are available upon request to individuals with disabilities" in English **and Spanish.**

VIII. Nondiscrimination and Equal Opportunity Provisions

A. The Partner Program assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (WIA), including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR, Part 34. The United States has the right to seek judicial enforcement of this assurance. Partner Program will not discriminate against, nor deny employment or services to any person on the grounds of race, creed, color, religion, sex, national origin, marital status, expunged juvenile record, age (except as provided by WIA regulations), disability, citizenship, or political affiliation or belief. Additionally, Partner Program shall comply with the accessibility provisions of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (Non-discrimination and Accessibility PL 105-220 Sec. 188; CFR Part 34; ORS Ch. 659.)

B. This Agreement, its Exhibits, Attachments, Endorsements, Changes, or References incorporated is authorized under the federal Workforce Investment Act of 1998 (Public Law 105-220). The Partner Program understands and agrees that modifications to this agreement will be necessary throughout the Agreement period as federal, state or local laws, rules, regulations or local ordinances necessitate change under this implementation. The Partner Program is notified that such changes shall be bilaterally agreed upon or unilateral, as necessary (Public Law 105-220.)

IX. Compliance

A. Compliance with Applicable Law: the Partner Program will comply with the Workforce Investment Act (WIA) as amended and all subsequent amendments thereto and all implementing regulations.

B. The Partner Program agrees to comply with all applicable Oregon State and Clackamas County laws, rules and regulations, as well as State, Workforce Investment Council of Clackamas County policies, and CESD procedures, and regulations.

C. The Partner Program will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Without limiting the generality of the foregoing, Partner Program expressly agrees to comply with: (i) Title IV of the Civil Rights Act of 1964; (ii) section V of the Rehabilitation Act of 1973' (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (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.

D. The Partner Program's performance under this Agreement is conditioned upon the Partner Program's compliance with the provisions of ORS 247.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein. The Partner Program will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" in English **and Spanish** appear on each work product. Partner Program will ensure that it does not discriminate on the basis of any of the protections covered by the Workforce Investment Act and described at 29 CFR part 37.

E. This Agreement, its Exhibits, Attachments, Endorsements, Changes, or References incorporated is authorized under the federal Workforce Investment Act of 1998 (Public Law 105-220). The Partner Program understands and agrees that modifications to this agreement will be necessary throughout the Agreement period as federal, state or local laws, rules, regulations or local ordinances necessitate change under this implementation. The Partner Program is notified that such changes shall be bilaterally agreed upon or unilateral, as necessary (Public Law 105-220.)

F. Additionally the following special terms apply to this Agreement promulgated by the funding source and cited Federal Code:

(i) 20 CFR 667.200(g) *Nepotism.* No individual may be placed in a WIA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

(ii) 20 CFR 667.260 *Construction, purchase and renovation of real property:* Notwithstanding the exceptions listed in subsection 260 (b-d), WIA title I funds provided under this Agreement must not be spent for construction or purchase of facilities without prior approval from the agency.

(iii) 20 CFR 667.262 *Employment generating activities* WIA funds may not be spent on employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals.

(iv) 20 CFR 667.264 *Prohibited activities:* WIA title I funds must not be spent on: (1) The wages of incumbent employees during their participation in economic development activities provided through a Statewide workforce investment system, (WIA sec. 181(b)(1).); (2) Public service employment, except to provide disaster relief employment, as specifically authorized in section 173(d) of WIA, (WIA sec. 195(10)); (3) Expenses prohibited under any other Federal, State or local law or regulation. WIA funds must not be used for foreign travel. (WIA sec. 181(e); (4) Drug testing (WIA sec 181(f).

(v) 20 CFR 667.266 *Limitations on sectarian activities*: WIA title I financial assistance may not be spent on the employment or training of participants in sectarian activities.

(vi) 20 CFR 667.268 *Business relocation service prohibitions:* (1) WIA funds may not be used or proposed to be used for: the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location; (2) no customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, may be provided until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.

(vii) 20 CFR 667.270 *Employee displacement prohibitions* (a) A participant in a program or activity authorized under title I of WIA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. (b) A program or activity authorized under title I of WIA must not impair existing contracts for services or collective bargaining agreements. When a program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. (c) A participant in a program or activity may not be employed in or assigned to a job if: (1) Any other individual is on layoff from the same or any substantially equivalent job; (2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIA participant; or (3) The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers. Partner Program certifies that this Agreement does not violate any collective bargaining agreements to which it is a party.

(viii)WIA sec 195(2) WIA funds shall only be used for activities that are in addition to those that would otherwise be available in the local area in the absence of such funds.

(ix) WIA sec 195 (5) No person or organization may charge a fee to any individual for referral to or placement in training or employment programs

G. To the extent permitted by the Oregon Constitution, Article XI, Sections 7 and 10, and to the extent permitted by the Oregon Tort Claims Act or provided for in private insurance contracts, Partner Program agrees to indemnify, defend, and hold Workforce Investment Council of Clackamas County, harmless from all damages, losses, and expenses including (but not limited to) attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the other party's negligence in the performance of or failure to perform under this contract. Either party to this contract shall not be required to indemnify or defend the other party for any liability arising out of wrongful acts of its own officers, employees, or agents. (Indemnity Clause PL 105-220 Sec. 184; 20 CFR Subpart G.)

X. Certification Regarding Lobbying 31 U.S.C. Sec. 1352

A. The Partner Program certifies that no Federal appropriated funds have been paid or be paid, by or on behalf of the Partner Program, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Partner Program shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Partner Program require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

XI. Assurances

A. The Partner Program will read and review the WIA Statute and Regulations related to these Assurances.

B. The Partner Program through its duly authorized representative, hereby assures and certifies that throughout the period of the grant /Agreement award and at all times while this Agreement is in effect, it comply with (as they may be amended from time to time), all applicable federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives, including without limitation: the Title IB of the Workforce Investment Act of 1998 (PL 105-220 29 USC Sec 2801 et seq) and corresponding WIA Regulations (20 CFR 660.300) OMB Circulars A-87 and A-133; all regulations and administrative rules established pursuant to the foregoing, all applicable Oregon Revised Statutes; and all applicable Oregon Administrative Rules.

C. Without limitation, the Partner Program assures and certifies that it:

1. Has the legal authority to apply for and receive funds, including federal and state funds, under the grants and programs covered by this Agreement, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the projects, grants and programs covered by this Agreement.
2. With respect to Federal funds received by Partner Program under this Agreement, will comply with the cost principles determined in accordance with the provisions of OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or A-21. "Cost Principles for Educational Institutions" or A-122, "Cost Principles for Non-Profit Organizations" as applicable based on the status of the entity receiving the Agreement, and the cost related provisions of the corresponding regulations found in 29 CFR part 97, 29 CFR Part 95 or 48 CFR Part 31.
3. Will maintain and permit the Department, the Oregon Secretary of State's Audit Division, the Oregon Department of Justice, the Federal Department of Labor, Employment and Training Administration through any authorized representative, access to and the right to examine and audit all records, books, papers or documents related to the awards or programs, to satisfy audit and program evaluation purposes and for all other lawful purposes; establish a proper accounting system in accordance with generally accepted accounting standards and directives of the Federal awarding agencies; and cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
4. Will not permit any person or entity to receive grant or program funds if the person or entity is listed on the non-procurement portion of the General Service Administration's list of parties excluded from federal procurement or non-procurement programs in accordance with Executive Order No. 12,549 and Executive Order No. 12,689 of the President of the United States.
5. Partner Program will comply with the following:
   a. 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 31 USC section 1352. 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.
   b. The lobbying provisions of 34 CFR Part 82: Partner Program certifies, by signing this Agreement to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. Applicant shall require certification of the foregoing from all recipients of grant or program funds by including it in and requiring that it be included in all contracts pursuant to which grant or program funds are paid.

6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
7. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
8. Will comply with all federal, state and local laws, regulations, executive orders, ordinances, administrative rules and directives relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 u. S. C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. §§6101-6107), which prohibits discrimination on the basis of age; ((e) The Americans with Disabilities Act of 1990 (42 U.S.C§§12131 et seq.), which protects qualified persons with disabilities from discrimination in employment opportunities and imposes requirements for construction, remodeling, maintenance and operation of structures and facilities; (f) Implementation of the Nondiscrimination and equal Opportunity Provisions of the Workforce Investment Act of 1998 (29 CFR Part 37); (g) ORS Chapter 659, as amended; (h) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (i) the requirements of any other nondiscrimination laws, regulations, executive orders or ordinances which may apply to Applicant or the award or programs.
9. comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds, unless exempt by the Hatch Act exclusion for individuals employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a state or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization, as provided in 5 U.S.C. §1501(4) (B).
10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.
11. Shall comply with the applicable requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPPA) (42U.S.C. §§1320d et seq.) and the implementing regulations, 45 CFR 160, which relate to health information privacy and security and the transmission of such information
12. Will comply with the following additional requirements in accordance with WIA:
    a. All proposals, evaluations, periodic program plans, and reports relating to each program will be available for public inspection.
    b. No grant funds shall be used for the acquisition of real property or for construction unless specifically permitted by the authorizing statute or implementing regulations for the program.
    c. No grant funds shall be used in violation of the prohibitions against use of such funds for religious worship, instruction, or proselytization.
    d. The Partner Program will cooperate in any evaluation of the program by the Secretary of the United States Department of Labor.
    e. The Partner Program shall use fiscal control and accounting procedures that ensure proper disbursement of and accounting for federal funds.
    f. The Partner Program will obligate funds in accordance with the timing and other requirements of 29 CFR Part 97.21 or 29 CFR 95.22.

g. The Partner Program shall furnish reports that the Department requests or that may reasonably be necessary for the Department to carry out its responsibilities under the program, and furnish all annual and other reports required by applicable laws and regulations.
h. The Partner Program will keep records that fully show: (1) the amount of funds; (2) how the funds are used; (3) the total cost of the project; (4) the share of that cost provided from other sources; and (5) other records to facilitate an effective audit.
i. The Partner Program will keep records to show its compliance with program requirements.
j. Records shall be retained for three years after completion of the projects and Work covered by this Agreement and access be provided as deemed necessary by the Department or the United States Department of Labor.
k. The Partner Program will comply with the protection of the rights and privacy of parents and students in accordance with, the Family Educational Rights and Privacy Act of 1974, (20 U.S.C. §1232g).
l. None of the funds shall be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

13. Shall comply with all applicable requirements of all of the foregoing and all other federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives applicable to the grants, awards, programs and Work covered by this Agreement.
14. Debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions: As required by Executive Order 12549, debarment and Suspension, and implemented at 15 CFR Part 26, Section 26.510, Participants Responsibilities, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the $25,000 small purchase threshold, unless the sub tier recipient have a critical influence on or substantive control over the award), as defined at 15 CFR Part 26, Sections 26.105 and 26.110:
    a. The prospective lower tier participant certifies, by submission of these assurances, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
    b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

D. The Partner Program also agrees by signing this Agreement that they shall require that the language of these assurances be included in all sub agreements, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

This Agreement shall continue in effect until June 30, 2015, unless cancelled by one of the parties giving thirty (30) days written notice of intent to cancel to the other. Notice of cancellation shall be sent to the contact person described herein. This intergovernmental agreement may be amended if mutually agreed upon, in writing, by both parties.

IN WITNESS THEREOF, the parties have duly executed this agreement as of the date written above.

CLACKAMAS EDUCATION SERVICE DISTRICT	CLACKAMAS COUNTY
Agency	Partner Program
Milt Dennison, Superintendent	John Ludlow, Chair
Date:	Date:

Recording Clerk

Approval by County Counsel
/s/ Kim Ybarra 7/29/14

CESD / C-TEC PARTNERSHIP AGREEMENT
ATTACHMENT 1
CERTIFICATION REGARDING DEBARMENT

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Signature **Date**

John Ludlow, Chair

Print Name and Title

(Instructions on following page)

INSTRUCTIONS FOR DEBARMENT CERTIFICATION (See attachment 1)

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred", "suspended", "Ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this document that it include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required, to check the List of Parties Excluded from Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

C-TEC YOUTH SERVICES PARTNERSHIP (WIA) CONTRACT
ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying
Lower Tier Covered Transactions

This certification is required by the regulations implementing The Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 90, Section 319 of which amended Title 31, United States Code by adding a new section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions." The regulations were published as Part III of the February 26, 1990 Federal Register (pages 6736-6756).

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

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

2. If any funds other than Federal appropriated funds have been paid or 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 the Federal grant, contract, loan, or cooperative agreement funding this contract, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards to all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

_____ _____
Signature **Date**

John Ludlow, Chair
Print Name and Title

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WATER ENVIRONMENT SERVICES

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

J. Michael Read
Interim Director

August 14, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement for Professional Services Between
Clackamas County Service District No.1, Tri-City Service District and
Richwine Environmental, Inc. for Process Engineering and Technical Assistance

Purpose/Outcomes	Provide expertise in wastewater processing and technical services that is beyond the capabilities of existing staff for both Districts. Maximize efficiencies, minimize risk, keep current on new technologies and assess impacts on operations due to ever changing permit requirements.
Dollar Amount and Fiscal Impact	Funds for professional engineering services are budgeted in the FY2014-15 budget for each District and will be allocated as specific needs are identified. The Agreement is for an amount not to exceed $300,000 within any given fiscal year.
Funding Source	Clackamas County Service District No.1 and Tri-City Service District FY 2014-15 Annual Budgets
Safety Impact	None
Duration	August 14, 2014 to June 30, 2015; then presented for renewal annually for a period of five (5) years (July 1, 2015 to June 30, 2016, etc.)
Previous Board Action	None
Contact Person	J. Michael Read, Interim Director – Water Environment Services – 503-742-4560
Contract No.	To be established

BACKGROUND:

The consultant selected has the necessary experience in: wastewater treatment process engineering and plant operations; start-up of major wastewater treatment plant capital projects; permit negotiations and familiarity with current wastewater permitting requirements; conducting and leading a facilities planning effort; ability to optimize unit process design, sizing, equipment selection and equipment layout; process engineering support, including coordination with facility operations staff; contract administration, startup support, contract closeout, and warranty work; review and synthesization of analytical data related to plant operations for efficiency, cost effectiveness and regulatory compliance; review,

analyzation, research and recommendations of new methods and systems of operation to improve plant performance; planning and implementing training to plant operations staff on new and revised operational methods; and assistance in the writing and maintenance of Standard Operating Procedures and O&M Manuals.

A Request for Proposals was advertised and, of the two proposals received, the selection committee determined that Richwine Environmental, Inc. is the most qualified to serve as the process engineer for both Districts.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

For these reasons, Staff recommends that:

1) The Board of County Commissioners, acting as the governing body of Clackamas County Service District No.1 and the Tri-City Service District, both ("Districts"), approve the selected firm as qualified to work as the Districts' Process Engineer for the next five years; and

2) The Board approve the Agreement between Clackamas County Service District No.1, Tri-City Service District and Richwine Environmental Inc. for Professional Services as the Districts' Process Engineer for an amount not to exceed $300,000. The process engineering agreement will be reviewed and presented for renewal on a yearly basis for a period of five years. The Districts have reserved the right to negotiate with other qualified process engineers at the end of each fiscal year if they so desire.

3) The Director of Water Environment Services be authorized to execute the Agreement between Richwine Environmental, Inc. and the Districts without further Board action.

Respectfully submitted,

J.Michael Read
Interim Director

Approved By Counsel as to Form: ✓

AGREEMENT TO FURNISH ENGINEERING SERVICES TO TRI-CITY SERVICE DISTRICT and CLACKAMAS COUNTY SERVICES DISTRICT NO.1 FOR WASTEWATER PROCESS ENGINEERING AND TECHNICAL ASSISTANCE

THIS AGREEMENT to furnish Engineering Services (this "Agreement"), made and entered into on this 14th day of August in the year 2014 by and between TRI-CITY SERVICE DISTRICT and CLACKAMAS COUNTY SERVICE DISTRICT NO.1, county service districts formed under ORS 451 (the "Districts") and **Richwine Environmental, Inc.**, an Oregon corporation (the "Engineer")

RECITALS

WITNESSETH: That whereas the Districts intend to engage the Engineer to perform the professional services described on Exhibit A, on the schedule set forth on Exhibit B, for a period of one year as attached hereto and incorporated by reference, hereinafter called the "Project." The Districts reserve the right renegotiate the agreement each year thereafter for a period not to exceed five years.

Provide wastewater process engineering services, planning, technical assistance, permitting assistance, project commissioning, services during design and construction, O&M support and research when requested by the Districts project manager on an as needed basis. The consultant will also assist the treatment facilities in both Districts as requested, conduct special studies and provide reports and presentation materials to be presented to DEQ, elected officials and the general public.

WHEREAS the DISTRICTS desire the ENGINEER to provide process engineering and technical assistance when requested;

NOW, THEREFORE, the DISTRICTS and the ENGINEER for the considerations hereinafter set forth agree as follows:

ARTICLE 1 - SERVICES OF THE ENGINEER

The Engineer agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the Project as stated and defined in Exhibit A (the "Services").

ARTICLE 2 - DISTRICT'S RESPONSIBILITIES

Unless otherwise specifically modified in Exhibit A the District will:

2.1 Provide adequate information to the Engineer regarding the District's requirements for the Project.

2.2 Assist the Engineer by making available all reasonably available information and technical data pertinent to the Project including previous reports and any other data relative to design and construction of the Project.

2.3 In accordance with applicable District, local, state or federal laws or statutes, ordinances, rules or regulations, provide access upon reasonable notice and make all necessary provisions for the Engineer to enter upon public and private property as required for the Engineer to perform services under this Agreement.

2.4 Acquire all the necessary land, easements and rights-of-way required for the Project.

2.5 Furnish to the Engineer, prior to the Engineer's preparation of the work product, a copy of any design and construction standards the District shall require the Engineer to follow in the preparation of the work product.

2.6 Advertise for proposals from bidders, open the sealed proposals at the appointed time and place and pay for all costs incidental thereto.

2.7 Obtain approvals and permits from governmental authorities having jurisdiction over the Project, and such approvals and consents from others as may be necessary for completion of the Project (excepting any personal qualifications or certifications required for Engineer to perform the work contemplated hereunder).

2.8 Give prompt notice to the Engineer whenever the District observes or otherwise becomes aware of any defect or delay in the Project.

ARTICLE 3 – ENGINEER'S RESPONSIBILITIES

3.1 The Engineer agrees to complete the project. If the District has requested significant modifications or changes in the scope of the Project pursuant to Section 3.4, the time of performance of the Engineer's services shall be adjusted accordingly.

3.2 Standards of Performance

3.2.1 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession.

3.2.2 Engineer shall be responsible for the technical accuracy of its services and documents resulting there from, and District shall not be responsible for discovering deficiencies therein. Engineer shall correct such deficiencies without additional compensation except to the extent

such action is directly attributable to deficiencies in District-furnished information.

3.2.3 Engineer and District shall comply with applicable Laws or Regulations and District-mandated standards. Any changes to these requirements during the term of this Agreement shall not be the basis for any modifications to Engineer's scope of services, times of performance, or compensation.

3.3 Quality Assurance

The District will conduct a full review of products produced under this Agreement when first submitted for review and comments. The review may be done by several people. These comments will be provided to the Engineer within a reasonable time. The Engineer shall consider each comment and respond to the District within fifteen (15) days regarding the disposition of the issue. The method of disposition can be any of the following actions: (i) submittal corrected per the comment, (ii) comment was not accepted for the following reason: or (iii) comment was resolved in combination with other issues as described. The revised product shall include a response to each comment on the comment form provided by the District. The District shall have the option to conduct another full review or to spot check the document to see that the documents reflect the changes indicated on the review report. If any comment was ignored, neglected, or the District disagrees with the Engineer regarding their refusal to accept a comment, the District may stop any further review and return the document to the Engineer marked as incomplete. The Engineer shall correct the documents to District's satisfaction and then declare the documents complete. If all comments are not resolved to the District's satisfaction in its sole discretion, the District shall declare the documents incomplete and the Engineer agrees to pay any change orders, cost of additional staff time, and all related administrative costs arising out of any inconsistencies, omissions, or errors in the incomplete reports, plans or specifications, including resulting delay and disruption costs. The first full review of any document or submittal will be done by the District at the District's cost. Any subsequent review beyond a spot check will be completed at the Engineer's cost and will be back-charged on an hourly basis at the average billing rate of the Engineer's work under this Agreement.

3.4 Changes

In the normal course of administering the work under this Agreement, the District may give directives to the Engineer, either written or verbal, which may constitute a change to the Project. If an instruction, directive or decision is given that the Engineer believes is a change in scope or schedule, the Engineer shall notify the District within seven (7) calendar days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the District from any obligation to adjust the contract amount, scope or schedule as an amendment to the Agreement for Services. Proposed amendments described in such notices to the Scope of Work or Schedule, as well as changes to other terms and conditions, shall be processed as provided in Paragraph 6.24 hereof.

3.5 Engineer's Project Manager

The Engineer shall assign the following key personnel to do the work in the capacities and amounts designated below. The following is a list of key personnel and the projected average level of effort they are available to spend on the Project as a percentage of each 40 hour work week during the term of this Agreement.

Person/Firm	Position	Estimated Effort
Dale Richwine/Richwine Environmental	President/Project Manager	75 %

The Engineer shall not change these personnel assignments without the prior written consent of the Project Manager, which consent shall not be unreasonably withheld.

ARTICLE 4 - AUTHORIZATION, SCHEDULES AND COMPLETION

4.1 Specific authorization to proceed with the Services shall be granted in writing by the District within a reasonable time after the execution of this Agreement. The Engineer shall not proceed with the work without such authorization. The District's Project Manager, as defined in Paragraph 4.5, shall have authority to give such authorizations.

4.2 This Agreement shall be effective as of the Engineer's receipt of the written authorization to proceed.

4.3 District's Project Manager

The District's Project Manager is authorized to approve work and billings hereunder, approve subconsultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other District actions referred to herein. The District's Project Manager shall be Randy Rosane,PE.

ARTICLE 5 - PAYMENTS TO ENGINEER

In accordance with the terms and conditions of this Agreement, the District shall compensate the Engineer as follows:

5.1 Compensation

5.1.1 The District's agree to pay the Engineer an amount not to exceed Three Hundred Thousand and 0.00/100 Dollars ($300,000.00) (the "Maximum Amount") per year. The Maximum amount each individual District will pay shall not exceed One Hundred and Fifty Thousand and 0.00/Dollars ($150,000.00) per year. Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the District's.

5.1.2 The Engineer is entitled to no compensation for the correction or revision of any errors or deficiencies in any designs, drawings, specification or other services.

5.1.3 The District may withhold from payments due the Engineer such sums as are necessary, in the District's sole and absolute discretion, to protect the District against any loss or damage which may result from negligence or unsatisfactory work by the Engineer, the failure of the Engineer to perform as required under this Agreement, or claims filed against the Engineer or the District relating to the Engineer's services or work under this Agreement.

5.2 Billing and Payment Procedure

5.2.1 The Engineer will provide monthly percentage complete invoices to the District for work performed during the preceding month. The percentage complete invoices will be accompanied with, a summary cost break down and supported by, a monthly progress report tied to the milestones indicated in the Schedule. The Engineer shall maintain detailed records to support these charges and such records shall be available to the District for audit and copying. The District shall pay monthly payments to the Engineer within 30 days of the District's receipt of the

Engineer's monthly statement. Interest on unpaid payments due shall accrue at the rate of 1% per month beginning the 60th day after the District's receipt of the Engineer's statement. No interest shall be paid on disputed amounts.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Early Termination of Agreement

6.1.1 The District and the Engineer, by mutual written agreement, may terminate this Agreement at any time.

6.1.2 The District, on thirty (30) days' prior written notice to the Engineer, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.1.3 Either the District or the Engineer may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination stating the effective date of the termination.

6.2 Payment on Early Termination

6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the District shall pay the Engineer for work performed in accordance with the Agreement prior to the termination date.

6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the Engineer due to a breach by the District, then the District shall pay the Engineer as provided in Paragraph 6.3.3.

6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the District due to a breach by the Engineer, then the District shall pay the Engineer as provided in Paragraph 6.2.1, subject to set off of excess costs, as provided for in Paragraphs 5.1.3 and 6.3.

6.2.4 In the event of early termination, all of the Engineer's work product will become and remain property of the District.

6.3 Remedies

6.3.1 In the event of termination under Paragraph 5.1.3 by the District due to a breach by the Engineer, then the District may complete the work either itself, or by agreement with another Engineer, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 4.1.1 hereof then the Engineer shall pay to the District the amount of the excess.

6.3.2 The remedies provided to the District under Paragraph 6.1, Paragraph 6.2, and Paragraph 6.3 hereof, for a breach by the Engineer shall not be exclusive. The District also shall be entitled to any other equitable and legal remedies that may be available.

6.3.3 In the event of breach of this Agreement by the District, then the Engineer's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

6.4 Indemnification and Insurance

6.4.1 The Engineer agrees to indemnify, save harmless and defend the District, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent acts, errors, or omissions of the Engineer or Engineer's officers, owners, employees, agents, or its subcontractors or anyone over which Engineer has a right to control.

6.4.2 The Engineer agrees to furnish the District evidence of comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than $1,000,000 combined single limit for personal injury and property damage for the protection of the District, its officers, commissioners, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to the Engineer's, or any subcontractors, in the performance of this Agreement. The insurance shall include the District, its officers, commissioners, agents and employees, as additional insured's and refer to and support the Engineer's obligation to hold harmless the District, its officers, commissioners, agents, and employees.

6.4.3 The Engineer agrees to furnish the District evidence of professional liability insurance coverage (errors and omissions, on a claims-made basis) in the amount of not less than $2,000,000 because of personal injury, bodily injury, death or damage to property.

6.5 Oregon Law and Forum

6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

6.5.2 Any litigation between the District and the Engineer 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 District of Oregon.

6.6 Workers' Compensation Coverage Requirements

The Engineer is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 ("Workers' Comp Law") and is solely liable for any Workers' Compensation coverage under this Agreement. If the Engineer hires subconsultants for the performance of this Agreement, the Engineer agrees to require that the subconsultants(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the Engineer.

6.6.1 The Engineer will be solely responsible for payment of any local, state or federal taxes required as a result of this agreement.

6.6.2 This contract is not intended to entitle the Engineer to any benefits generally granted to District, officers, or employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this contract to the Engineer are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the Engineer is presently a member of the Public Employees Retirement System).

6.7 Subcontracts

The Engineer shall not subcontract its work under this Agreement, in whole or in part, without the prior written approval of the District. The Engineer shall require subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Engineer as specified in this Agreement. Notwithstanding District approval of a subcontractor, the Engineer shall remain obligated for full performance hereunder, and the District shall incur no obligation other than its obligations to the Engineer hereunder. The Engineer agrees that if subcontractors are employed in the performance of this Agreement, the Engineer and its subcontractors are subject to the requirements of the Workers' Comp Law.

6.8 Assignment

The Engineer shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the District which may be granted or withheld in its sole and absolute discretion. District may assign this Agreement at any time and shall provide Engineer with notice of such assignment within thirty (30) days of such assignment.

6.9 Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur::

If to the District:
Tri-City Service District/Clackamas County Service District No.1
c/o Water Environment Services
150 Beavercreek Road
Oregon City, Oregon 97045
ATTN: Randy Rosane, PE

Copy to:
County Counsel
c/o Water Environment Services
150 Beavercreek Road
Oregon City, Oregon 97045
ATTN: Amanda Keller

If to the Engineer:
Richwine Environmental, Inc.
16360 NW Paisley Drive
Beaverton, Oregon 97006
Attn: Reynold D. Richwine, PE

6.10 Severability

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

6.11 Integration

This Agreement contains the entire agreement between the District and the Engineer and supersedes all prior written or oral discussions or agreements.

6.12 Funds

The District certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year 2014/2015. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the District, during the budget processes. If the District Board does not appropriate funds for subsequent fiscal years for the balance of this contract, the District may immediately terminate this Agreement by giving written notice of termination to the Engineer. The Engineer shall not be entitled to compensation for any work performed after the date of such written termination notice. The District shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

6.13 Estimates of Cost

The estimates of cost for a Project provided for herein are to be prepared by the Engineer through exercise of experience and judgment in applying currently available cost data. It is recognized that the Engineer has no control over cost of labor and materials, or over competitive bidding procedures and market conditions, so Engineer cannot warrant that Project construction costs will not vary from cost estimates. However, the Engineer will keep the District appraised of changes throughout the Project that significantly impact the estimated construction costs provided.

6.14 Ownership of Documents

6.14.1 All work the Engineer performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Engineer produces in connection with this Agreement. On completion or termination of the Agreement the Engineer shall promptly deliver these materials to the Project Manager.

6.14.2 The Engineer may retain for its own records and at its own cost copies of the materials referred to in subsection (a) of this section.

6.14.3 Any use the District makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the District's risk.

6.14.4 The District shall not reuse the sealed plans and specifications for construction of any subsequent projects without the Engineer's knowledge and approval.

6.15 Commencement of Work

The Engineer agrees that work being done pursuant to this Agreement will not be commenced until after:

6.15.1 Workers' Compensation Insurance is obtained, as specified in Paragraph 6.6.

6.15.2 This Agreement is fully executed by all parties and approved by the Board of County Commissioners and/or Director when applicable.

6.15.3 The receipt of a written authorization to proceed from the Project Manager.

6.16 Release of Information

No information relative to the Project shall be released by the Engineer for publication, advertising, communication with the media, or for any other purpose, without prior written approval of the District.

6.17 Maintenance of Records

The Engineer shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to each Project in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The District or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Engineer regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final Project billing or until three (3) years after the date of resolution of any litigation or claim.

6.18 Audit of Payments

6.18.1 The District, either directly or through a designated representative, may audit the records of the Engineer at any time during the three (3) year period established by Paragraph 6.17.

6.18.2 If an audit discloses that payments to the Engineer were in excess of the amount to which the Engineer was entitled, then the Engineer shall immediately repay the

amount of the excess to the District.

6.19 Public Contracting Law

Pursuant to the requirements of ORS Chapters 279A and 279C, the following terms and conditions are made a part of this Agreement:

6.19.1 The Engineer agrees that it shall:

6.19.1.1 Make payments promptly, as due, to all persons supplying to Engineer labor or materials for the performance of work contemplated by this Agreement.

6.19.1.2 Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.

6.19.1.3 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 or its successor statutes.

6.19.1.4 Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the District, any municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

6.19.2 If the Engineer fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Engineer by any person in connection with this Agreement, as such claim becomes due, the proper office representing District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Engineer by reason of this Agreement. Further, the Engineer or any first-tier subcontractor under this Agreement fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Engineer by any person in connection with this Agreement within thirty (30) days after receipt of payment from District or the Engineer, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).

6.19.3 No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100(5) or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a

half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday, as specified in ORS 279C.

6.19.4 If this Agreement is for personal services as defined in ORS 279C or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

6.19.5 The Engineer shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Engineer, of all sums which the Engineer agrees to pay for such services and all moneys and sums which the Engineer collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

6.19.6 The Engineer and all employers working under this Agreement are subject employers under ORS 656.017.

6.19.7 The Engineer shall demonstrate that an employee drug testing program is in place before commencing work on the Project.

6.20 Equal Employment Opportunity

During the performance of this Agreement, the Engineer agrees as follows:

6.20.1 The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap or a national origin. The Engineer agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.

6.20.2 The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap or national origin.

6.20.3 The Engineer will send to each labor union or representative of workers with which

Engineer has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Engineer's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.21 Survival

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason.

6.22 Headings

The headings used in this Agreement are for general reference only and are not part of the contract language. This Agreement should be construed without giving any meaning to any headings included herein.

6.23 Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement or any related agreement shall be settled by arbitration in accordance with the following provisions:

6.23.1 Disputes Covered. The parties agree to arbitrate all disputes of every kind relating to or arising out of this Agreement. Disputes include actions for breach of contract with respect to this Agreement, as well as any claim based upon tort or any other causes of action relating to the Agreement or the Project, such as claims based upon an allegation of fraud or misrepresentation and claims based upon a federal or state statute. In addition, the arbitrators selected according to procedures set forth below shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the parties.

6.23.2 Forum. The forum for the arbitration shall be Clackamas County, Oregon.

6.23.3 Law. The governing law for the arbitration shall be the law of the State of Oregon, without reference to its conflicts of laws provisions.

6.23.4 Selection. There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such agreement within ten (10) days after the initiation of an arbitration proceeding, District shall select one arbitrator and Engineer shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within such ten (10)-day period, a third arbitrator shall be appointed by the commercial panel of the American Arbitration Association. The decision in writing of at least two of the three arbitrators shall be final and

binding upon the parties.

6.23.5 Administration. The arbitration shall be administered by the American Arbitration Association.

6.23.6 Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree upon at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. If there is any conflict between those Rules and the provisions of this section, the provisions of this section shall prevail.

6.23.7 Substantive Law. The arbitrators shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies.

6.23.8 Decision. The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. The arbitrators shall not have power to award damages in connection with any dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential or punitive damages.

6.23.9 Expenses. Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

6.23.10 Remedies; Award. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Oregon. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

6.24 Amendments

The District and the Engineer may amend this Agreement at any time only by written amendment executed by the District and the Engineer. Any amendment that increases the amount of compensation payable to the Engineer in excess of the amounts authorized in prior Board approvals shall be subject to approval by the Board of County Commissioners, acting as the governing body of the District. The Director or person designated in the Board order approving or amending this Agreement may execute amendments to the Agreement to increase

compensation within the limits of the authority established by the District's Contract Review Board Rules and within the limits authorized by prior Board approvals. The Project Manager may agree to and execute any other amendment on behalf of the District.

6.25 Waiver

The District and the Engineer shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

6.26 Time is of the essence of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

Engineer:

Richwine Environmental, Inc.
Company

16360 NW Paisley Drive
Address

Beaverton, OR 97006
City, State, Zip Code

Authorized Signature

President
Title

37-1585773
Federal Tax ID Number

8/4/14
Date

Tri-City Service District

J. Michael Read, Interim Director

Date

Clackamas County Service District No.1

J. Michael Read, Interim Director

Date

EXHIBIT 'A'
SCOPE OF SERVICES

TECHNICAL SUPPORT SERVICES

OVERVIEW

The Tri-City Service District and Clackamas County Service District No. 1 are currently in need of wastewater process engineering and technical assistance. This work will include the support of WES staff in wastewater process engineering services, planning, technical assistance, permitting assistance, project commissioning, services during design and construction, O&M support and research. This scope of work is to provide support services on a task-by-task basis as requested by the District Project Manager.

TASK 1 – PROVIDE TECHNICAL SUPPORT TO ENGINEERING

Consultant will provide technical support for District planning efforts at the request of the District staff. Support will be provided on a time and materials basis.

TASK 2 – PROCESS ENGINEERING ASSISTANCE TO THE O&M GROUPS

Consultant will provide process assistance and permitting support for District treatment plants at the request of the District Project Manager. Support will be provided on a time and materials basis.

TASK 3 – SPECIAL PROJECTS

The consultant will provide services as defined by task order for special projects as requested by the District Project Manager. The projects will include planning, system evaluation, design review, support during construction, project commissioning, O&M Manual coordination and research.

Basis of Fee Calculation

Fees will be based on an hourly basis at the rate provided in Schedule C.

EXHIBIT 'B'
SCHEDULE

Consultant will provide engineering services as outlined in Exhibit 'A' through June 30, 2015.

METHOD OF COMPENSATION

The method for compensation is as follows:

Labor Rates

Compensation will be based on a salary cost basis. The allotted project rates are specified in Table 1 through June 2015.

Table C-1
Project Labor Rates

Individual	Labor Rate
Key Staff	
R. Dale Richwine	$166.00

Expenses

Expensed will only be paid with prior written approval of the District Project Manager. Acceptable expenses are as follows:

- Non-salary expenses directly attributable to the project such as living and traveling expenses when away from the home office on business connected with the project. Mileage will be charged at the federally-approved rate in effect at the time of the work for travel outside of the Portland Metropolitan Area.

- Additional expenses for the use of personal computers, word processors, networks, telephones, telecommunications, postage, miscellaneous reproduction charges, and other services are included in the employee labor rates.

Markup

All subconsultants will be billed at 5% over cost to cover administrative and overhead expenses.

Workspace

Districts will provide adequate office workspace and District computer access for the duration of the project.

PROJECT COST SUMMARY

The total fee for performing the attached Scope of Services is a "Not-to-Exceed" cost of $150,000 per District for a total contact amount of $300,000 combined per fiscal year.